

# THE CITY OF WINNIPEG

# REQUEST FOR PROPOSAL

RFP NO. 549-2023

SUPPLY, INSTALLATION AND ONGOING MAINTENANCE OF A MAIL METERING SOLUTION

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## **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 SUPPLY, INSTALLATION AND ONGOING MAINTENANCE OF A MAIL METERING SOLUTION

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 26, 2023.
- 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. PURPOSE

- B3.1 The purpose of this Request for Proposal is to invite Proposals from qualified Proponents for the supply, installation and ongoing maintenance of a mail metering solution including 2 metering machines and associated Mail Management operating system.
- B3.2 It is the intention of the City of Winnipeg to replace an existing Metering Mail Solution with new technology that will:
  - (a) Provide two High-Volume, Production Class, matched Metering Machines with sufficient capabilities that each device would be able to handle ALL of the Mail Centre's existing daily metering volumes should the other device fail or be down for any reason;
  - (b) Increase the overall metering capacity of the Mail Services Centre;
  - (c) Increase the quality level of metering output over the existing metering machines;
  - (d) Reduce the overall cost of mail metering services; and
  - (e) Meet the standards and specifications required by Canada Post Corporation.
- B3.3 Take full advantage of Canada Post and other third party on-line applications and offerings (i.e. Electronic Shipping Tools, etc.).

#### **B4.** SITE INVESTIGATION

B4.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 10:00 am on September 7, 2023 to provide Proponents access to the Site:

The City of Winnipeg

Mail Services Division - Mail Room

510 Main St, Susan A. Thompson Building, Lower Level

Winnipeg, Manitoba R3B 1B9

- B4.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.
- B4.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.
- B4.4 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect their Proposal or the performance of the Work.

#### **B5. ENQUIRIES**

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- B5.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B5.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.
- B5.7 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support Phone: 1-800-964-6379 Email: merx@merx.com

#### **B6.** CONFIDENTIALITY

- B6.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 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.
- B7.3 Addenda will be available on the MERX website at www.merx.com.
- B7.4 The Proponent is responsible for ensuring that they have 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.
- B7.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B7.6 Notwithstanding B5, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

#### **B8.** SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 The Proponent 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.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B8.7 If the Contract Administrator approves a substitute as an "approved equal", any Proponent may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an "approved alternative", any Proponent bidding that approved alternative may base their 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 B28.
- B8.9 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.

#### B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
  - (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B9.2 The Proposal should also consist of the following components:
  - (a) Form N: Requirements (Section C) in accordance with B12
  - (b) Experience of Proponent and Subcontractor (Section D) in accordance with B13;
  - (c) Experience of Key Personnel Assigned to the Project (Section E) in accordance with B14;
  - (d) Project Schedule (Section F) in accordance with B15;
  - (e) Output Samples/Quality (Section G) in accordance with B16;
  - (f) Hardware and Software Comprehensive Maintenance Program (Section H) in accordance with B17:
  - (g) Business Requirements (Section I) in accordance with B18; and
  - (h) Training (Section J) in accordance with B19.
- B9.3 Further to B9.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B9.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B9.6 The Proposal shall be submitted electronically through MERX at <a href="https://www.merx.com">www.merx.com</a>.
- B9.6.1 Proposals will **only** be accepted electronically through MERX.
- B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B28.1(a).

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B9.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

#### B10. PROPOSAL

- B10.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
  - (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B10.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
  - (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
  - (d) if the Proponent is carrying on business under a name other than their 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

#### B11. PRICES

- B11.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
  - (a) Initial purchase of equipment;
    - (i) Hardware;
    - (ii) Software;
    - (iii) Installation;
    - (iv) Initial set-up and configuration; and
    - (v) Training
  - (b) Ongoing maintenance (Comprehensive Maintenance Program, Mail Management System);
  - (c) Annual Meter Rental Costs; and

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- (d) Annual Postage Rate Change Costs (if applicable).
- B11.1.1 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.
- B11.1.2 Prices on Form B: Prices shall include:
  - (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B11.1.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B11.1.4 Prices stated in response to B11.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined inD19. Any such costs shall be determined in accordance with D19.
- B11.1.5 Supplies/Consumables/Maintenance Prices and Optional Prices are for information purposes only and will not be evaluated.
- B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.3 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.
- B11.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

#### B12. FORM N-REQUIREMENTS (SECTION C)

B12.1 Proponent should complete Form N – Requirements, making all required entries.

## B13. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)

- B13.1 Proposals should include:
  - (a) an in-depth description of their experience in supply, installation, integration and long-term maintenance of high-volume mail metering solutions similar in scope both locally and nationally. The explanation should include, but not be limited to, the following:
    - (i) devices the Proponent has installed, integrated and supports that are similar in scope in the local market;
    - (ii) description of the project;
    - (iii) project owner; and
    - (iv) reference information (one current name with telephone number and email per project).
  - (b) Number of local qualified service technicians trained on the specific devices recommended;
  - (c) Local "professional services" resources available; and
  - (d) Availability of replacement parts specific to the recommended devices (i.e. local, national, and international).

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B13.1.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B13.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

## B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

- B14.1 Proposals should include:
  - (a) A list of each of the personnel specifically assigned to this project; and
  - (b) A profile of each person assigned to the project including their experience and qualifications on projects of similar complexity, scope and value, along with a description of their specific role and responsibilities
- B14.1.1 Include an organizational chart for the Project.

## B15. PROJECT SCHEDULE (SECTION F)

- B15.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B15.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B15.3 The project Schedule should allow for the parallel operation of the new and old systems until the new solution has been completely installed, tested, and training provided to the satisfaction of the Contract Administrator.
- B15.4 Upon successful completion of the recommended solution the Proponent and Contract Administrator can arrange a mutually agreed upon date and time for the old equipment to be removed.
- B15.5 A detailed description of the training program proposed for the recommended solution including timing, resources, training aids and materials.

## B16. OUTPUT SAMPLES/QUALITY (SECTION G)

- B16.1 Proponents should provide two (2) complete sets of output quality samples on equipment identical to that proposed. Prior to closing date, the samples should be delivered to the **Mailroom, 510 Main Street, Winnipeg, MB R3B 1B9** by 12:00 noon Winnipeg time, September 26, 2023.
- B16.2 Appendix A contains a digital file in PDF format to use in producing an "Ad imprint" as large as possible within accepted Canada Post Guidelines, on each of the sample envelopes required for their Proposal Submission. The Proponents should also include a sample postmark printed in fluorescent postal red ink on each of the sample envelopes required for their Proposal Submission.
  - (a) Sample Set "A"
    - (i) Proponents should print ten (10) copies of the supplied digital file and Postmark on each of the three envelope types listed in B15.2 (b) and
    - (ii) Each sample envelope should be labelled with the "Proponents Name," and "Sample Set A."
  - (b) Envelope types to be used for Output Quality Samples (no substitutes will be accepted):

- #10 Envelope 24 lb. white wove cross-back manufactured;
- (ii) #10 Envelope 24 lb. white wove side-seam manufactured; and
- (iii) 9" x 12' O.E. Brown Kraft.

# B17. HARDWARE AND SOFTWARE COMPREHENSIVE MAINTENANCE PROGRAM (SECTION H)

## B17.1 Service Level Agreements

- (a) Proponents should provide an in-depth description of their service level agreements specific to all components in the recommended solution. The explanation should include, but not be limited, to the following:
  - (i) Guaranteed response times from time of Service Call placed;
  - (ii) Guaranteed resolution times from time of Service Call placed;
  - (iii) Guaranteed up time;
  - (iv) No lemon Clause:
  - (v) Assurance of support, parts and maintenance for a guaranteed 8-year lifecycle. If that can't be guaranteed, please describe how you will replace this product with a newer "same class" product with the same functionality, at no cost to the City;
  - (vi) A five-year history of performance levels achieved as they relate to response times and resolution times regarding any existing production equipment currently maintained for the City of Winnipeg (if applicable).

## B17.2 Comprehensive Maintenance Program

- (a) Proponents should provide an in-depth description of their maintenance program for all components of the recommended solution. The explanation should include, but not be limited to, the following:
- (b) The requested model is an all-inclusive maintenance program for all components of the recommended solution, for the term of the contract including, but not limited to:
  - (i) A scheduled Preventative Maintenance Plan;
  - (ii) All replacement parts (guaranteed OEM);
  - (iii) All labour;
  - (iv) All travel time;
  - (v) All equipment consumables (with the exception of ink, sealants, and gummed & selfadhesive tapes);
  - (vi) All "version" software updates/upgrades and firmware updates;
  - (vii) All software licensing fees: and
  - (viii) Diagnostic and Specialist Support Services for all components of the recommended solution.
- B17.2.1 Proponents should provide a description of the build type of the metering equipment (i.e. modular construction to reduce downtime through easy replacement of individual components, etc.).

#### B18. BUSINESS REQUIREMENTS (SECTION I)

#### **Processing Speeds**

- B18.1 Proponents should provide an in-depth description of the processing speed capabilities for their recommended equipment. The description should include, but not be limited to, the degree of compliance with E3.1and the following:
  - (a) The maximum number of envelopes that can be processed (sealed and metered) per minute when batch processing (i.e. same size and same weight of envelopes in the same batch) with sealing; and

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B18.1.1 Proponents should describe the equipment's ability to process mail purely for the purpose of establishing a mail "count" only.

## **Envelope Feeder**

- B18.2 Proponents should provide an in-depth description of the equipment and capabilities of the Feeder System. The description should include, but not be limited to, the degree of compliance with E3.2 and the following:
  - (a) The orientation of the envelopes in the feeder (I.e. Vertical or horizontal) and the benefits of this system;
  - (b) The ability to feed nested or non-nested envelopes;
  - (c) The maximum capacity of the input tray;
  - (d) The ability of the equipment to automatically detect overlapped envelopes (doubles) and miss-feeds to eliminate spoiled postage impressions;
  - (e) The equipment's ability to automatically adjust for various thicknesses of envelopes; and
  - (f) The maximum thickness of envelopes that can be processed through this solution.
- B18.2.1 Proponents should clearly describe any/all envelope size restrictions or limitations.
- B18.2.2 Proponents should clearly describe any/all envelope thickness restrictions or limitations.

## **Integrated Dynamic Weighing Scale**

- B18.3 Proponents should provide an in-depth description of the integrated dynamic weighing scale used for the accurate postage metering of envelopes. The description should include, but not be limited to, the degree of compliance with E3.3 and the following:
  - (a) Maximum weighing capabilities; and
  - (b) A description of how the equipment maintains accurate weight measurements.

## **Integrated Postage/Parcel Weighing Platform**

- B18.4 Proponents should provide an in-depth description of their postage/parcel weighing platform capabilities. The description should include, but not be limited to, the degree of compliance with E3.4 and the following:
  - (a) Minimum and maximum weighing capabilities; and
  - (b) A description of how the scale maintains accurate weight measurements.

## **Envelope Sealing**

- B18.5 Proponents should provide an in-depth description of the sealing capabilities of the metering machines. The description should include, but not be limited to, the degree of compliance with E3.5 and the following:
  - (a) The type of sealing system used on the equipment (i.e. brush, spray, etc.);
  - (b) The process the equipment uses to adjust the amount of water used to seal envelopes and/or applied to postage tapes;
  - (c) The maximum width of the water application to the gummed flap;
  - (d) The ability of the equipment to ensure end to end sealing of the gummed strip on the envelope;
  - (e) The requirement to use specialty sealant versus water in the recommended equipment;
  - (f) The ability of the equipment to warn the user of a low water/sealant condition;
  - (g) The ability of the equipment to recognize and alert the user if an unsealed envelope is detected;
  - (h) The ability of the equipment to perform a seal only process;

- (i) The ability of the equipment (i.e. rollers) to apply firm pressure to the gummed flap in the sealing process; and
- (j) The ability to seal nested and/or non-nested envelopes.

## **Envelope and Label Printing**

- B18.6 Proponents should provide an in-depth description of the printing capabilities of the metering machines. The description should include, but not be limited to, the degree of compliance with E3.6 and the following:
  - (a) A description of the type of print head included (i.e. fixed / permanent / integrated with ink cartridge, etc.);
  - (b) The ability to print return addresses and/or logos and/or graphic images;
  - (c) The type and size of labels that the Postage Metering machine is able to output (i.e. gummed, self-adhesive, etc.);
  - (d) The ability to produce postage tapes/labels in compliance with Canada Post standards;
  - (e) The ability of the equipment to alert the user of a low ink condition.
  - (f) The ability of the equipment to send an alert directly to the Proponent when ink is required.

## **Custom Graphics**

- B18.7 Proponents should provide an in-depth description of the Postage Metering Machines ability to print return addresses, logos, or custom graphics at the same time as applying the postage to envelopes. The description should include, but not be limited to, the degree of compliance with E3.7and the following:
  - (a) The process for creating and loading a custom graphic onto the Postage Metering machines;
  - (b) The time required to create and load a custom graphic onto the Postage Metering machines;
  - (c) The number of custom graphics that can be stored on the Postage Metering machines at any one time; and
  - (d) The process for storing/archiving large numbers of graphic images (not stored on the Postage Metering machines).

## **High Capacity Power Conveyor/Stacker**

- B18.8 Proponents should provide an in-depth description of the High Capacity Power Conveyor/Stacker of their recommended equipment. The description should include, but not be limited to, degree of compliance with E3.8and the following:
  - (a) The total capacity of the conveyor / stacker

## **User Interface (Control Panel)**

- B18.9 Proponents should provide an in-depth description of the User Interface/Control Panel provided with each of the Postage Metering Machines. The description should include, but not be limited to, the degree of compliance with E3.9 and the following:
  - (a) The size of the colour, touch screen User Interface provided;
  - (b) The adjustability of the user interface for multiple user comfort (raise, lower, tilt, fully articulate, etc.);
  - (c) The method of secure logon for users/operators/ (i.e. PIN, swipe card, proximity card, etc.);
  - (d) Administrator mode;
  - (e) Low Postage warning;
  - (f) Low ink warning;

- (g) Low water warning;
- (h) Programmable Job Presets; and
- (i) The ability to correct account codes at the user interface of mail that was just processed to the incorrect account, if available.

## Job Tracking at the User Interface of the Metering Equipment

- B18.10 Proponents should provide an in-depth description of the metering machines capability to display (on the user interface) the cumulative job information of a single account as the various class types that are consecutively metered for that account. The description should include, but not be limited to, the following:
  - (a) To display the total number of pieces per class for the same account; and
  - (b) To display the total postage amount per class for the same account.

## Parcel/Shipping Software

- B18.11 Proponents should provide an in-depth description of the Parcel Shipping Software capabilities. The description should include, but not be limited to, the degree of compliance with E3.10 and the following:
  - (a) The name of the Software (i.e. MAS, MailReport, etc.);
  - (b) Number of shipping companies supported;
  - (c) Best rate comparison;
  - (d) Postal Code Lookup;
  - (e) Address verification;
  - (f) Package Tracking;
  - (g) Other shipping tools included; and
  - (h) The level of integration with the Mail Management Software.

#### **Parcel/Shipping Label Printers**

- B18.12 Proponents should provide an in-depth description of the Parcel Label Printer provided with each of the Postage Metering Machines. The description should include, but not be limited to, the degree of compliance with E3.11 and the following:
  - (a) The make and model of the printers supplied;
  - (b) The size of the shipping labels:
  - (c) The type of shipping label (i.e. gummed paper (requires wetting), self-adhesive, etc.)

#### **Barcode Scanner**

- B18.13 Proponents should provide an in-depth description of the Barcode Scanner provided with each of the Postage Metering Machines. The description should include, but not be limited to, the degree of compliance with E3.12 and the following:
  - (a) The make and model of the scanner:
  - (b) The software application;
  - (c) The printer provided to produce labels;
  - (d) The level of integration with the Mail Management Software;
  - (e) The size of the barcode labels.

- B18.14 Proponents should provide a detailed description of each of the hardware components provided to run the Mail Management software in the recommended solution. The description should include, but not be limited to, the degree of compliance with E3.13 and the following:
  - (a) A detailed technical description of each piece of hardware included in the recommended solution; (i.e. PC, monitor, keyboard, mouse, printer, etc.);
  - (b) A detailed description of the performance capabilities of the hardware (i.e. processor, RAM, etc.);
  - (c) Identify the operating system used;
  - (d) The ability for the hardware to connect to the City's network to take advantage of local networked printers, etc.; and
  - (e) List any connectivity requirements (i.e. network or internet connectivity, etc.).
- B18.14.1 The City has a preference to run software applications on a City of Winnipeg virtual machine (VM) rather than Proponent supplied hardware wherever possible. Proponents should indicate if their Mail Management Software can be hosted on a City of Winnipeg VM and if so, proponents should provide a detailed description of the VM requirements.

## **Mail Management Software**

- B18.15 Proponents should provide a detailed description of the capabilities and benefits of the Mail Management software in their proposed solution. The description should include, but not be limited to, the degree of compliance with E3.14 and the following:
  - (a) The name and version number of the specific Mail Management Software provided (i.e. Mail Report, Business Manager, MAS, etc.);
  - (b) Number of Cost Centres/Accounts Supported (e.g. Unlimited, etc.); (c) Number of Sub accounts supported;
  - (c) Ability to capture detailed information about every impression processed, (i.e. class, time, operator, meter, account, value, etc.);
  - (d) Ability to process both metered mail and parcel mail from a single postage account (i.e. no need to create and transfer funds into a separate parcel postage account);
  - (e) A description of the process for updating software/firmware (i.e. manual or automatic downloads, etc.);
  - (f) A description of any remote diagnostic capabilities, if applicable;
  - (g) A detailed description of any browser-based applications included in the solution that is capable of providing access to the User Interface (control panel) from a PC (i.e. View water/ink levels, add postage funds, modify system settings, correct/edit account codes, etc)
  - (h) The process used to correct account codes of mail that was processed to the incorrect account; and
    - The process for the daily back-up of data.

#### Reports

- B18.16 Proponents should provide a detailed description of reporting capabilities of the recommended solution. The description should include, but not be limited to, the degree of compliance with E3.15 and the following:
  - (a) The ability to export report data in various formats (i.e. excel, csv, etc.);
  - (b) The ability to produce a specific report by; account number, account name, date, meter, user, class, number of pieces, dollar amount, and year to date total;
  - (c) The ability to produce separate specific reports for Parcels shipped; and
  - (d) The ability and procedure to produce custom reports.

## **Postage**

- B18.17 Proponents should provide a detailed description of the process for purchasing and downloading postage into the postage meters. The description should include, but not be limited to, the degree of compliance with E3.16 and the following:
  - (a) Proponents should describe each of their options, if there are multiple options for purchasing postage for the City to consider (i.e. cheque, direct deposit, etc.); and
  - (b) Proponents should indicate the timing from when funds are deposited to the time they are available for download into the meters and:
  - (c) Proponents should indicate the maximum dollar amount of funds per download to the postage meter in a single transaction.

#### **Consumables**

- B18.18 Proponents should provide a detailed description of any/all consumables required to continuously operate the equipment. The description should include, but not be limited to, the degree of compliance with E3.17 and the following:
  - (a) The capacity of the ink cartridge/station/reservoir on each of the Postage Metering Machines;
  - (b) The expected yield of the ink cartridge (i.e. number of metered impressions) and shelf life if applicable;
  - (c) Type of Ink Heads on each of the Postage Metering Machines (i.e. fixed, permanent, replaceable, integrated with ink cartridge, etc.);
  - (d) The type of Postage Meter Tapes used in the machines (i.e. peel-back self-adhesive, gummed back, rolls, cartridges, etc.);
  - (e) Type of Sealing Solution required and the volume along with the yield or required frequency of change; and
  - (f) Type of Ink and label tape used in Shipping Label Printers.

## **Parts**

- B18.19 Proponents should provide a detailed description for inventory of parts and supplies required of the recommended solution. The description should include, but not be limited to, the degree of compliance with E3.18 and the following:
  - (a) The availability of parts available on demand within same/next day delivery or as agreed with the Contract Administrator.

#### **Supplies**

- B18.20 Proponents should provide a detailed description for inventory of supplies/consumables required of the recommended solution. The description should include, but not be limited to, the degree of compliance with E3.19 and the following:
  - (a) The availability of supplies, consumables on demand within same/next day delivery or as agreed with the Contract Administrator.

#### **Performance**

- B18.21 Proponents should provide an in-depth description of the performance capabilities of their proposed equipment. The description should include, but not be limited to the following:
  - (a) The manufacturer's stated guaranteed life expectancy of the proposed equipment (i.e. years, number of pieces of mail processed, etc.);
  - (b) The manufacturer's suggested general maintenance schedule;
  - (c) The manufacturer's stated Average Monthly Recommended Volume (AMRV) of the proposed equipment;

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- (d) The manufacturer's stated maximum monthly volume the proposed equipment is capable of consistently handling based on an 8-hour single shift:
- (e) Proponents must clearly indicate if any functionality of any component in the solution would not be available when the system is offline (not connected to the internet) for any length of time (i.e. if meters can continue to process and record mail, or if live data for reports can continue to be accessed and compiled, etc.); and
- (f) Proponents must list any other conditions that would not allow for the continuous operation of the equipment at full machine rated speed or increase downtime.

## **Ergonomic Benefits**

- B18.22 Proponents should provide an in-depth description of any ergonomic benefits of their recommended solution. The description should include, but not be limited to the following:
  - (a) User adjustable components (i.e. table height) to accommodate various users.

## **Electrical Requirements**

B18.23 Proponents should provide an in-depth description of the electrical requirements of all components of their recommended equipment.

## **Physical Space / Site Requirements**

- B18.24 Proponents should provide an in-depth description of the Site requirements of all components of their proposed equipment. The explanation should include, but not be limited, to the following:
  - (a) The physical space required for each of the components in the recommended solution;
  - (b) The physical weight for each of the components in the recommended solution; and
  - (c) Any minimum "clear areas" around equipment that may be required for servicing.
  - (d) Please list a description of any additional components (i.e. tables, etc.) that are required as part of the proposed solution.

## **Environmental Impacts and Benefits**

- B18.25 Proponents should provide an in-depth description of the environmental impacts or benefits of the equipment included in their recommendation. The description should include, but not be limited to the following:
  - (a) Maximum noise levels of the equipment at full machine rated speed;
  - (b) Operating temperatures of the various components;
  - (c) Energy consumption/efficiency of the recommended equipment;
  - (d) Warm up time of the equipment; and
  - (e) Standby and/or sleep mode.

## B19. TRAINING (SECTION J)

- B19.1 Proponents should provide an in-depth description of the training provided for their recommended solution. The description should include, but not be limited to, degree of compliance with E4 and the following:
  - (a) The amount of training included (i.e. number of hours or days)
  - (b) Training aids provided (i.e. books, manuals, webinar, on-line courses, etc.)
  - (c) On-going training as requested (i.e. for new staff, cost if applicable, etc.).

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#### B20. DISCLOSURE

B20.1 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.

#### B20.2 The Persons are:

- (a) Bridgeport Office Solutions general product information
- (b) Milne Office Systems general product information

#### B21. CONFLICT OF INTEREST AND GOOD FAITH

- B21.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B21.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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:

- exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent'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 their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B21.3 In connection with their Proposal, each entity identified in B21.2 shall:
  - (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP 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.
- B21.4 Without limiting B21.3, the City may, in their 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 their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B21.5 Without limiting B21.3, 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 their sole discretion:
  - (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B21.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B21.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

#### **B22. QUALIFICATION**

- B22.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B22.2 The Proponent 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 <a href="https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf">https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf</a>
- B22.3 The Proponent 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); and
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B22.4 and D6).
- B22.4 Further to B22.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <a href="http://www.accessibilitymb.ca/training.html">http://www.accessibilitymb.ca/training.html</a> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B22.5 The Proponent 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 Proponent and of any proposed Subcontractor.

## B23. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B23.1 Proposals will not be opened publicly.
- B23.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at <a href="https://www.merx.com">www.merx.com</a>.
- B23.3 The Proponent is advised that any information contained in any Proposal Submission 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).
- B23.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent 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.
- B23.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

#### **B24.** IRREVOCABLE OFFER

- B24.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.
- B24.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly formed and the contract security have been furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid/Proposal.

#### **B25. WITHDRAWAL OF OFFERS**

B25.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

#### **B26.** INTERVIEWS

B26.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

### **B27. NEGOTIATIONS**

- B27.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B27.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B27.3 If, in the course of negotiations pursuant to B27.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

#### **B28.** EVALUATION OF PROPOSALS

B28.1 Award of the Contract shall be based on the following evaluation criteria:

25%

5%

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(i)

(a)	Compliance by the Proponent with the requirements of the Request for Proposed acceptable deviation therefrom:	posal or (pass/fail)
(b)	Qualifications of the Proponent and the Subcontractors, if any, pursuant to	B22: (pass/fail)
(c)	Total Bid Price	25%
(d)	Form N-Requirements; (Section C)	5%
(e)	Experience of Proponent and Subcontractor; (Section D)	10%
(f)	Experience of Key Personnel Assigned to the Project; (Section E)	5%
(g)	Project Schedule; (Section F)	5%
(h)	Output Samples/Quality; (Section G)	5%
(i)	Hardware & Software Comprehensive Maintenance Program: (Section H)	15%

B28.2 Further to B28.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

Business Requirements; (Section I)

(k) Training; (Section J)

- B28.3 Further to B28.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that they are qualified.
- B28.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B28.1(a) and B28.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B28.5 Further to B28.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.5.
- B28.6 Further to B28.1(c) where the Total Bid Price exceeds the estimate stated in D2.5 the City may determine that no award will be made in accordance with B29.2.1(a).
- B28.7 Further to B28.1(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.
- B28.7.1 Further to B28.1(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.
- B28.7.2 Supplies/Consumables/Maintenance Prices and Optional Prices are for information purposes only and will not be evaluated.
- B28.8 Further to B28.1(d), Form N-Requirements will be evaluated in accordance with information requested and submitted in accordance with B12
- B28.9 Further to B28.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B13.
- B28.10 Further to B28.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B14.
- B28.11 Further to B28.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project in accordance with B15.

- B28.12 Further to B28.1(h)Output Samples/Quality shall be evaluated considering the information submitted in response to B16.
- B28.13 Further to B28.1(i)Hardware and Software Comprehensive Maintenance Program shall be evaluated considering the information submitted in response B17.
- B28.14 Further to B28.1(j), Business Requirements shall be evaluated considering the information submitted in response to B18.
- B28.15 Further to B28.1(k), Training shall be evaluated considering the information submitted in response to B19.
- B28.16 Notwithstanding B28.1(d) to B27.1(j), where Proponents fail to provide a response to B9.2(a) to B9.2(h), the score of zero may be assigned to the incomplete part of the response.
- B28.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B26.
- B28.18 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B28.19 This Contract will be awarded as a whole.

#### B29. AWARD OF CONTRACT

- B29.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B29.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B29.2.1 Without limiting the generality of B29.2, 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 their own forces;
  - (d) only one Proposal 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.
- B29.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B29.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B29.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B29.5 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D19 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

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- B29.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B29.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

# **PART C - GENERAL CONDITIONS**

## CO. GENERAL CONDITIONS

- C0.1 The General Conditions for the Combined Provision of Goods and Services (2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The General Conditions for the Combined Provision of Goods and Services are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

#### **GENERAL**

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and 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:
  - (a) The supply, installation and ongoing maintenance of a mail metering solution including 2 metering machines and associated Mail Management operating system for the period from 5 years from award of contract, with the option of three (3) mutually agreed upon two (2) 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 the anniversary date 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 Proponents 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 major components of the Work are as follows:
  - (a) The removal (after install of new system as described in D2.1) of the existing two (2) Franco Postalia PostBase One Meter Machines, from the Mail Services Area and provide safe delivery to:
    - an alternate City of Winnipeg location, or local destination as prescribed by the Contract Administrator;
    - (ii) The Contractor must remove the Software Database from the existing Hard Drive prior to removal from the Mail Services Area and provide it to the Contract Administrator for disposal/destruction.
  - (b) Order, installation and configuration of the recommended solution;
  - (c) Account set-up and postage downloads;
  - (d) Training;
  - (e) Testing and sign-off; and
  - (f) Ongoing maintenance program.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 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.
- D2.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.
- 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.

D2.5 The funds available for this Contract are \$85,000.00

#### 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 services;
  - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under their 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 their contract and the fulfilment of their obligations under their 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 Request for Proposal:
  - (a) "AMRV "Average Monthly Recommended Volume" means the manufacturer's estimate of # of pieces of mail that can be reliably processed through the equipment each and every month while maintaining an acceptable MVBC.
  - (b) "Batch Processing" means processing a batch of envelopes (of any quantity) all of the same size and weight.
  - (c) "Integrated Dynamic Weighing Scale" means the scale that is built into each Metering Machine that weighs each envelope as it passes over the scale for instantaneous calculation of the required postage for that specific envelope for correct application at the meter stage.
  - (d) "Lifetime of the Equipment" is typically expressed by the manufacturer as the total volume of mail expected to be processed throughout the life of the device. It is sometimes expressed as a combination of number of years and/or total number of pieces of mail processed (i.e. "X" years or "X" pieces of mail).

- (e) "Maximum Monthly Volume" means the manufacturers estimate of the maximum number of pieces of mail that can be processed in one month while still maintaining an acceptable MVBC.
- (f) "MVBC Mean (average) Volume Between (service) Calls" means the manufacturers recommended number of pieces of mail that can be processed between regular maintenance service calls for a specific metering machine. This is sometimes referred to as the "Service Interval".
- (g) "Proponent" means any Person or Persons submitting a Proposal for Goods and Services;
- (h) "Resolution Time" means the time from when the user places the service call to the Proponent to the time the service technician resolves the reported issue.
- (i) "Response Time" means the time from when the user places the service call to the Proponent to the time the service technician arrives at the user's location to work on the reported issue.
- (j) "Solution" means the entire platform which is made up of several components and includes installation, professional and cloud-hosting services which will be provided by the Contractor pursuant to this Contract. For the avoidance of doubt, the term Work, as used in this Contract, includes the provision of the Solution, but is not limited to the provision of the Solution, and also includes the additional scopes of Work (configuring, testing implementing and providing support) as detailed pursuant to D2.
- (k) "Supply Chain Disruption" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (I) "User" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

#### D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Shelley Chorney Mail Services Supervisor

Telephone No. 431-200-2236

Email Address: schorney@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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
  - (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;

- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators:
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

#### D7. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <a href="https://www.un.org/en/about-us/universal-declaration-of-human-rights">https://www.un.org/en/about-us/universal-declaration-of-human-rights</a> International Labour Organization (ILO) <a href="https://www.ilo.org/global/lang-en/index.htm">https://www.ilo.org/global/lang-en/index.htm</a> conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.
- D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

#### **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.

#### D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
  - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D9.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D9.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement or mutually agreed upon extensions.

#### **CONTROL OF WORK**

## D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D9;
    - (iv) The direct deposit application form specified in D15.2.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### D11. DELIVERY

D11.1 Goods shall be delivered by consultation with Contract Administrator, f.o.b. destination, freight prepaid to:

City of Winnipeg Mail Services Division

- 510 Main Street, Susan A. Thompson Building, Lower Level Winnipeg, Manitoba R3B 1B9
- D11.2 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least two (2) Business Days before delivery.
- D11.3 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.
- D11.4 The Contractor shall off-load goods as directed at the delivery location.

#### D12. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D12.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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 a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D12.4 For any delay related to Supply Chain Disruption 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 D11 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

#### D13. RECORDS

- D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D13.2 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) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D13.3 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**

#### D14. INVOICES

D14.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg Corporate Finance - Accounts Payable

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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

- D14.2 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.
- D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### D15. PAYMENT

- D15.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D15.2 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct Deposit Form.pdf.

#### D16. PAYMENT SCHEDULE

D16.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### **WARRANTY**

# D17. WARRANTY

D17.1 Notwithstanding C13, the warranty period shall begin on the date of completion of installation and integration, and shall remain in effect for the term of the contract in accordance with D2.

#### **DISPUTE RESOLUTION**

### D18. DISPUTE RESOLUTION

- D18.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D18.
- D18.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D18.3 The entire text of C21.5 is deleted, and amended to read:
  - (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to

the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

- D18.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
  - (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator:
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head:
    - (iii) Department Head.
- D18.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the precommencement or kick off meeting.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D18.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## THIRD PARTY AGREEMENTS

#### D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 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. Further to D19.1, in the event that the obligations in D19 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.
- D19.2 For the purposes of D19:
  - (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.
- D19.3 Modified Insurance Requirements

- D19.3.1 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 subcontractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D19.3.2 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.
- D19.3.3 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.
- D19.3.4 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.
- D19.3.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D19.4 Indemnification By Contractor
- D19.4.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and 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.
- D19.4.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
  - (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

#### D19.5 Records Retention and Audits

- D19.5.1 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.
- D19.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and 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 D19.5.1 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.

## D19.6 Other Obligations

- D19.6.1 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.
- D19.6.2 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.
- D19.6.3 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.
- D19.6.4 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.
- D19.6.5 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.
- D19.6.6 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.

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## **PART E - SPECIFICATIONS**

#### **GENERAL**

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8. 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 B8.
- E1.3 The Solution's End User Licensing Agreement (EULA), as well as any other agreement which the Contractor and/or Services Provider (if applicable) request to have signed, or agreed to, by the City (such as Terms of Service), must either be compliant with all relevant terms of the Contract (including, without limitation, the obligations imposed upon the Contractor and/or Services Provider (if applicable) or be sufficiently negotiable to meet the same standards.
- E1.4 The Proponent's proposed model for ongoing maintenance shall be a one cost, all in, annual cost for the recommended solution (including all annual software maintenance or ongoing licensing fees). Meter rental fees may be invoiced separately.

#### E2. HARDWARE AND SOFTWARE COMPREHENSIVE MAINTENANCE PROGRAM

- E2.1 The Contractor shall provide a maintenance program for all components of the recommended solution. The explanation should include, but not be limited to, the following:
  - (a) The requested model is an all-inclusive maintenance program for all components of the recommended solution, for the term of the contract including, but not limited to:
    - (i) All labour:
    - (ii) All travel time;
    - (iii) All equipment consumables (with the exception of ink, sealants, and gummed & self-adhesive tapes);
    - (iv) All "version" software updates/upgrades and firmware updates;
    - (v) All software licensing fees: and
    - (vi) Diagnostic and Specialist Support Services for all components of the recommended solution.
- E2.2 All replacement parts shall be guaranteed OEM.

## E3. BUSINESS REQUIREMENTS

- E3.1 Processing Speeds
  - (a) The Postage Metering machines shall be capable of processing a minimum of 120 envelopes per minute while fully sealing and metering.
- E3.2 Envelope Feeder
  - (a) The Postage Metering machines shall include a high-capacity input feeder tray; and
  - (b) The Postage Metering machines shall be capable of automatically detecting overlapped envelopes (doubles) and miss-feeds to eliminate spoiled postage impressions.
- E3.3 Integrated Dynamic Weighing Scale
  - (a) Both metering machines shall include an integrated dynamic weighing scale capable of accurately weighing envelopes of mixed weight and size for appropriate application of postage as they are processed at full machine rated speed.

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## E3.4 Integrated Postage/Parcel Weighing Platform

(a) Both metering machines shall include a connected weighing scale for weighing parcels etc. with a weighing capacity of up to 20 kg or more.

#### E3.5 Envelope Sealing

- (a) Both metering machines shall have a seal only mode (the ability to seal envelopes only without applying postage).
- (b) Both metering machines shall have a roller sealing method.

## E3.6 Envelope and Label Printing

- (a) Both Postage Metering machines shall have a high-capacity ink station;
- (b) Both Postage Metering machines shall have the ability to alert users of a low ink condition; and
- (c) Both Postage Metering machines shall have the ability to produce postage tapes/labels in compliance with Canada Post standards.

## E3.7 Custom Graphics

(a) Both Postage Metering machines shall have the ability to print return addresses and/or logos and/or graphic images at the same time as applying postage to envelopes.

## E3.8 High Capacity Power Conveyor/Stacker

(a) Both Postage Metering Machines shall include a high capacity power conveyor/stacker.

# E3.9 User Interface (Control Panel)

- (a) Both Postage Metering Machines shall include a colour, touch screen User Interface/Control Panel measuring 15" or larger; and
- (b) Both Postage Metering Machines shall have a secure logon feature that restricts access to authorized users only using access code, password or card.

#### E3.10 Parcel/Shipping Software

(a) Contractors shall provide Parcel Shipping Software that will allow for multi-company shipping rate comparison and compliance with all Contractor shipping label standards.

#### E3.11 Parcel/Shipping Label Printers

(a) Both Postage Metering Machines shall include an integrated Parcel Label Printer with the ability to produce Parcel Labels in compliance with Canada Post standards as well as other parcel shipping Contractors (i.e. Purolator, Fed-Ex, etc.).

#### E3.12 Barcode Scanner

(a) Contractors shall provide a Barcode Scanner with each of the Postage Metering Machines.

#### E3.13 Mail Management Hardware

(a) Contractor shall supply, install and configure all hardware necessary to fully operate the Mail Management Solution unless the software is able to operate on a City of Winnipeg provided virtual machine (VM).

## E3.14 Mail Management Software

- (a) Shall support a minimum of 5,000 separate customer accounts / cost centres; and
- (b) Shall have the ability to capture detailed information about every impression processed, (i.e. class, time, operator, meter, account, and value).

#### E3.15 Reports

- (a) Shall be able to produce a single report containing; account number, account name, date, meter, user, class, number of pieces, dollar amount, and year to date total; and
- (b) Shall be capable of producing custom reports from data collected.

## E3.16 Postage

- (a) The Contractor shall make a postage account available to which the City will deposit funds and from which the City will download postage into its postage meters on an as required basis; and
- (b) If at any point in time this service is no longer required, all funds remaining in this account shall be returned to the City in the form of a cheque/EFT.

#### E3.17 Consumables

- (a) The Postage Metering Machines shall have a high capacity ink cartridge/station/reservoir;
- (b) The Postage Metering Machines shall have an alert directly to the Contractor when ink is required.

#### E3.18 Parts

(a) The Contractor shall have a fully stocked inventory of parts and supplies available on demand within same/next day delivery or as agreed with the Contract Administrator.

## E3.19 Supplies

(a) The Contractor shall have supplies, consumables availability within same/next day delivery or as agreed with the Contract Administrator.

#### E4. TRAINING

#### E4.1 The Contractor shall provide:

- (a) Key Operator Training shall be provided on-site for a minimum of four (4) staff. The key operator training shall ensure that the operators have the appropriate skill sets required to competently operate all of the necessary hardware and software. The Key operators shall be trained to a level where they can train others on the day-to-day operation of the equipment.
- (b) Administration Training shall be provided on-site for a minimum of two (2) staff. The training shall cover all of the administrative functionality including configuring relative areas of the solution. Administrators shall be trained to a level of being able to train others as needed.