



THE CITY OF WINNIPEG

TENDER

TENDER NO. 137-2025

PROVISION OF RESIDENT SATISFACTION SURVEY

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Provision of Resident Satisfaction Survey

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 14, 2025.

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that 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.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

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

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base 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 B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;

- (d) if the Bidder 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.

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

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

B9. PRICES

B9.1 The Bidder shall enter the lump sum price in Canadian funds for the Work in the Total Bid Price field in MERX.

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material

relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

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

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

B11.4 Without limiting B11.3, the City may, in 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 Bidder 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.

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

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

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

B12. QUALIFICATION

B12.1 The Bidder shall:

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

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the

Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (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 B12.6 and D6).
- B12.4 The Bidder shall have the ability to allow for remote monitoring of surveys.
- B12.5 The Bidder shall allow the Contract Administrator to remote monitor surveys as they are being completed, at the request of the Contract Administrator.
- B12.6 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B12.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work

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

B15. WITHDRAWAL OF BIDS

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

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
- (c) Total Bid Price ; and

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

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

B17. AWARD OF CONTRACT

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

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

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

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

B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of providing annual Resident Satisfaction Surveys for the period from May 1, 2025 until April 30, 2026, with the option of five (5) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

D2.2 The major components of the Work are as follows and shall be administered in the following phases:

(a) Phase 1 – Review and Field Test

- (i) In accordance with E2.12, the Contractor shall adapt the sample telephone questionnaire provided in E4 to an online panel survey questionnaire.
- (ii) In accordance with E2.12, the Contractor shall review the survey and administer a field test of the questions.
- (iii) Results of the field test shall be shared with the Contract Administrator not later than 4:00 p.m. April 25, 2025.
- (iv) The Contractor shall not proceed to Phase 2 without written approval from the Contract Administrator.

(b) Phase 2 – Survey

- (i) In accordance with E2.13, the Contractor shall administer the survey during the period May 1, 2025 to May 14, 2025 inclusive.

(c) Phase 3 – Report

- (i) In accordance with E2.14, and after completion of the survey, the Contractor shall compile, analyze and report the survey results to the Contract Administrator not later than 4:00 p.m. May 29, 2025.

(d) Phase 4 – Presentation

- (i) In accordance with E2.15, the Contractor shall present the survey results during an in-person presentation to senior civic officials at a mutually agreed upon date and time and as arranged with the Contract Administrator. Such presentation shall not be later than 4:00 p.m. June 28, 2025.
- (ii) The Contractor shall reserve time in their calendar for the presentations to ensure their availability. The Contractor shall be available to make the presentations *in person* in Winnipeg from May 30 to June 28, 2025. The exact date for the presentation will be mutually agreed upon and the Contract Administrator will provide options.

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

- D2.3.1 In the event that the City adjusts the timeline in D2.2, the Contractor shall have no claim against the City for loss of Work, loss of revenue, or any other loss suffered as a result of an adjustment to the timeline.
- D2.4 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.4.1 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.
- D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

- D3.1 When used in this Tender:
- (a) **"FSA"** means Forward Sortation Area as defined by Canada Post;
 - (b) **"SPSS"** means Statistical Package for the Social Sciences;
 - (c) **"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; and
 - (d) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Brett Andronak
Acting Manager of Public Engagement
Telephone No. 204 451-0233
Email Address. bandronak@winnipeg.ca
- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D5.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. 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) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) 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.

D8. INFORMATION MANAGEMENT

- D8.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D8.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D8.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D8.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D8.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D8.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D8.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D8.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:

- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D8.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.
- D8.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D8.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D8.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

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

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to meet the Work Schedule outlined in D2.2 and in accordance with the Contract by the dates fixed herein for the Work Schedule, the Contractor shall pay the City two hundred and fifty dollars (\$250) per Working Day for each and every Working Day following the day fixed herein for Work Schedule during which such failure continues.

D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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 the 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 D2 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. DEFICIENCIES

D13.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

- D13.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.1(b), all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D13.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D13.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D13.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D14. ORDERS

- D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D15.3 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

D16. INVOICES

- D16.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D16.2 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.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

D17.1 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.

D18. PAYMENT SCHEDULE

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

WARRANTY

D19. WARRANTY

D19.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D20. DISPUTE RESOLUTION

D20.1 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 D20.

D20.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D20.3 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 Purchasing Division 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.

D20.4 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.

- D20.4.1 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 pre-commencement or kick off meeting.
- D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D20.4.3 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.
- D20.4.1 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 D20.4.3, 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

D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D21.1 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.
- D21.2 Further to D21.1, in the event that the obligations in D21 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.
- D21.3 For the purposes of D21:
- (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.
- D21.4 Modified Insurance Requirements
- D21.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D21.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D21.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D21.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D21.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D21.5 Indemnification By Contractor

D21.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D21.5.2 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.

D21.6 Records Retention and Audits

D21.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D21.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D21.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D21.7 Other Obligations

D21.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D21.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

- D21.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D21.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D21.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D21.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

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

E2. SERVICES

- E2.1 The Contractor shall conduct an online panel opinion survey and report the results in accordance in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall survey an online panel that is constructed to mirror the population at large, following proper survey methodology.
- E2.3 The Contractor shall actively offer the survey in both English and French.
- E2.4 The Contractor shall use quotas for gender, age, inner-city/outer city, any other demographics as recommended by the Contractor to ensure a representative sample.
- E2.5 The Contractor shall have the ability to allow for remote monitoring of surveys.
- (a) The Contractor shall allow the Contract Administrator to remote monitor surveys as they are being completed, at the request of the Contract Administrator.
- E2.6 In accordance with D2.2, the Contractor shall be available for in-person or telephone consultation with the Contract Administrator at all times.
- E2.7 The survey instrument shall be in accordance with the sample questionnaire in E4 and subject to possible minor modifications approved by the Contract Administrator, and adapted from a telephone to an online format.
- E2.8 The survey shall be comprised of 600 fully completed surveys (including pre-test surveys) broken down as follows:
- (a) Inner City 160 respondents
- (b) Non-Inner City 440 respondents
- E2.8.1 For the purposes of this survey, respondents should not reside in any postal code area other than City of Winnipeg postal codes, and as identified by the first three (3) digits of their postal codes (FSAs) using the 2021 Census population counts for Winnipeg.
- E2.8.2 For the purposes of this survey, respondent postal codes and Expected Overall Response rates are broken down as follows:
- | <i>Percent of Total Respondents</i> | <i>Postal Code Grouping</i> |
|-------------------------------------|---|
| 11% | R3A, R3B, R3C, R3G, R3E |
| 32% | R2Y, R3K, R3J, R3H, R3M, R3L, R3N, R3P, R3R, R3S, R3T, R3Y, R3V |
| 21% | R2R, R2P, R2V, R2X, R2W |
| 36% | R2N, R3X, R2M, R2J, R2H, R2L, R2K, R3W, R2C, R2G, R2E |
- E2.8.3 'Inner-city' postal codes are defined as:
- (a) R2H, R2L, R2W, R2X, R3A, R3B, R3C, R3E, R3G, R3L

- E2.8.4 “Non-inner city” postal codes are defined as:
- (a) R2Y, R3K, R3J, R3H, R3M, R3N, R3P, R3R, R3S, R3T, R3Y, R3V, R2R, R2P, R2V, R2N, R3X, R2M, R2J, R2K, R3W, R2C, R2G, R2E
- E2.9 The ratio of males to females shall be equal to 52 females for every 48 males.
- E2.10 Respondents shall be citizens of the City of Winnipeg, age 18 years and older.
- E2.11 Respondents shall be proportional to: 18-34 years = 30%, 35-54 years = 38%, 55 years or older = 32%.

PHASE 1 – REVIEW AND FIELD TEST

- E2.12 In accordance with **Error! Reference source not found.** the Contractor shall review and field test the questionnaire prior to conducting the survey.
- (a) The City of Winnipeg has provided seventy-eight (78) questions in the Sample Questionnaire. The Sample Questionnaire shall be adapted from a telephone survey to an online survey during the review.
 - (b) Some minor revisions to the number of survey questions, and/or to the wording of survey questions may be provided to the Contractor after award of Contract.
 - (c) Results of the field test shall be shared with the Contract Administrator not later than 4:00 p.m. April 25, 2025. Any concerns about the content of the survey shall be addressed at this time with the Contract Administrator.
 - (d) The Contract Administrator shall decide what changes, if any, are to be made, and will adjust survey questions if necessary.
 - (e) The Contract Administrator shall sign-off on the final survey questions, and will advise the Contractor in writing to proceed with Phase 2.

PHASE 2 - SURVEY

- E2.13 In strict accordance with D2.2(a) and D2.2(b) the Contractor shall administer the survey.
- (a) Survey shall be completed during the period May 1, 2025 to May 14, 2025 inclusive.
 - (b) The Contractor shall incorporate any changes determined by the Contract Administrator identified in E2.12(d) in the final survey questionnaire.
 - (c) Any changes made to the survey shall incur no further costs to the City.
 - (d) Final survey shall be translated by the City so it is available to actively offer in English and French to participants.

PHASE 3 - REPORT

- E2.14 In accordance with D2.2(c) the Contractor shall compile, analyze and report the survey results as follows:
- (a) The full data results must include the total responses to each question in terms of sheer numbers and percentages together with cross tabulations of those numbers and percentages.
 - (b) The report must include a section that summarizes results by each of the themes in the [Council's Strategic Priorities Action Plan](#) to easily assess how well residents believe the City is doing at addressing them.
 - (c) Results for each service should be charted on a graph with x-axis 'satisfaction' and y-axis 'use'.
 - (d) Results from the 2025 survey must be compared to the results from the previous 4 years, where possible, which will be provided to the Contractor by the Contract Administrator.

- (e) All results are to be cross tabbed against Statistical Questions (Section F of the Sample Questionnaire), as well as inner-city/non-inner-city groupings as follows:
 - (i) Results for the Service Satisfaction Questions (Section C of the Sample Questionnaire) must include cross tabulations according to the corresponding use of selected service (Section D of the Sample Questionnaire). For example: 37 (satisfaction with condition of City-operated recreation facilities) against Q54 (use of City Recreational Facility in the past year).
- (f) Survey results shall be reported to the Contract Administrator not later than 4:00 p.m. May 29, 2025.
- (g) The full results of the survey shall be provided in SPSS (.sav) or Text (.txt) format, as well as in Excel (.xls) format and delivered by email to the Contract Administrator.

PHASE 4 - PRESENTATION

- E2.15 In accordance with D2.2(d), the Contractor shall present the survey results during two *in-person* presentation at a mutually agreed upon date and time and as arranged with the Contract Administrator as follows:
- (a) One presentation shall be provided in-person to senior civic officials and one presentation shall be provided in-person to elected officials.
 - (b) The presentation shall be provided to the Contract Administrator two (2) weeks ahead of the presentation and changes shall be incorporated ahead of the presentation.
 - (c) The final presentation shall be provided to the Contract Administrator one (1) day ahead of the presentation.
 - (d) The presenter must be able to answer questions related to the survey methodology and the results.
 - (e) Presentation shall be not later than 4:00 p.m. June 28, 2025;
 - (f) Presentation should include material that could be used for internal and external distribution including, but not limited to:
 - (i) Presentation slides, such as PowerPoint format;
 - (ii) Graphic representations of data such as charts and graphs;
 - (iii) Chat(s) indicating Use vs. Satisfaction of different services; and
 - (iv) Infographics.

E3. DATA AND REPORTS

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

E4. SAMPLE QUESTIONNAIRE

Hello/Bonjour, my name is _____ and I'm calling from (insert company name), on behalf of the City of Winnipeg to talk to residents of Winnipeg regarding issues affecting the City. Are you 18 or older and have a few minutes to share your opinions? [PROMPT: The survey takes approximately 15 minutes]

Yes 1

Respondent coming to the Phone 2 **INTRODUCTION**

No – Person not Available 3
No Response 9 **TERMINATE**

This survey is also available in French. Do you prefer to complete the survey en français?

Yes..... **PROVIDE TRANSFER TO
BILINGUAL PERSON or HAVE SOMEONE CALL THEM BACK**
No.....

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

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

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

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

Section A – Quality of Life

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

Not at all likely 0
..... 1
..... 2
..... 3
..... 4
..... 5
..... 6
..... 7
..... 8
..... 9
Very likely..... 10
Don't know / refused 99

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

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

Q13 What actions do you think the City of Winnipeg could take to improve the quality of life in the City? (accept up to three answers) **UNPROMPTED – ACCEPT UP TO 3 ANSWERS.**

OPEN END 66
Don't know / refused 99

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

		Strongly disagree	Somewhat Disagree	Somewhat Agree	Strongly agree	Don't know/ refused
Q4	It is easy to get around in Winnipeg by car.	1	2	3	4	9
Q5	It is easy to get around in Winnipeg by transit bus.	1	2	3	4	9
Q6	It is easy to get around in Winnipeg by bicycle.	1	2	3	4	9
Q7	It is easy to get around in Winnipeg by walking.	1	2	3	4	9
Q8	I feel safe walking alone at night in my neighbourhood.	1	2	3	4	9
Q9	I feel safe walking alone at night in the downtown.	1	2	3	4	9
Q10	I believe the City of Winnipeg acts in the best interest of residents.	1	2	3	4	9
Q12	I can find the information I need on the City of Winnipeg website.	1	2	3	4	9
Q12A	I find the City of Winnipeg to be a trustworthy source of information.	1	2	3	4	9
Q12B	I believe the City of Winnipeg's actions towards reconciliation with Indigenous peoples are making a positive impact.	1	2	3	4	9
Q12C	I believe the City of Winnipeg is doing enough for residents who are experiencing homelessness	1	2	3	4	9

Section B – Value for Tax Dollars

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

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

Q14B Why do you feel you receive <RECALL Q14> from your property tax dollars?

- OPEN END 66
- Don't know / refused 99

Section C – Citizen Satisfaction with Services

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

		Very dissatisfied	Somewhat dissatisfied	Somewhat satisfied	Very satisfied	dk/ref
Q15	Snow removal	1	2	3	4	9
Q16	City funding for improving inner city housing	1	2	3	4	9
Q17	Fire and rescue service response to fire emergencies	1	2	3	4	9
Q18	Downtown renewal	1	2	3	4	9
Q19	Community planning to guide growth and change	1	2	3	4	9
Q20	The City's effort in promoting economic development	1	2	3	4	9
Q21	Condition of the major streets in the city such as Portage Ave or Pembina Hwy	1	2	3	4	9
Q22	Condition of residential streets in your neighbourhood	1	2	3	4	9
Q23	Management of rush hour traffic flow	1	2	3	4	9
Q24	Enforcement of traffic laws	1	2	3	4	9
Q25	Police service efforts in crime prevention	1	2	3	4	9
Q26	Animal services	1	2	3	4	9
Q27	Insect control	1	2	3	4	9
Q29	The City's efforts in preserving heritage buildings	1	2	3	4	9
Q30	Garbage and recycling collection	1	2	3	4	9
Q31	The City's other recycling programs, such as 4R and community recycling depots	1	2	3	4	9
Q32	Quality of the drinking water	1	2	3	4	9
Q34	Protection from river flooding	1	2	3	4	9
Q35	The City's support for arts, entertainment & culture	1	2	3	4	9
Q36	The City's efforts in keeping the city clean & beautiful	1	2	3	4	9
Q37	Condition of City-operated recreation facilities (Pools and leisure centres which are located throughout the city and offer a wide variety of recreation and leisure opportunities including swimming lessons, learn to skate, and other Leisure Guide Programs. Examples include: Fort Rouge Leisure Centre, Pan Am Pool, and North Centennial Recreation and Leisure Facility.)	1	2	3	4	9

Q38	Condition of City of Winnipeg Community Centres (operated by volunteer boards who provide a variety of sport, youth, senior, or other programs and services, to area residents. Examples of community centres include: Central Corydon, Kirkfield-Westwood, Sinclair Park, Gateway, and Winakwa).	1	2	3	4	9
Q39	City-operated recreation programs like swimming lessons, Learn to Skate or other Leisure Guide Programs	1	2	3	4	9
Q40	Community Centre operated programs like soccer or hockey	1	2	3	4	9
Q41	Condition of the local park in your neighbourhood	1	2	3	4	9
Q42	Condition of major parks like St. Vital or Kildonan Park	1	2	3	4	9
Q43	Public transit	1	2	3	4	9
Q44	Emergency response capability for medical emergencies	1	2	3	4	9
Q45	Zoning regulations and building permits to regulate building & property development	1	2	3	4	9
Q46	Police Service responding promptly to 911 calls	1	2	3	4	9
Q47	Safety of existing buildings through fire inspections and enforcement	1	2	3	4	9
Q48	Fire and injury prevention education provided through public events and public service announcements	1	2	3	4	9
Q49	Public Library Service	1	2	3	4	9
Q50	Availability and convenience of on-street parking	1	2	3	4	9
Q51	City's efforts to ensure that residential property standards (i.e. litter on private property, weed control and interior and exterior housing conditions) are met through inspections	1	2	3	4	9
Q51A	The City efforts to address climate change	1	2	3	4	9
Q52	In general, how satisfied are you overall with the services provided by the City of Winnipeg? Are you...? READ LIST					
	Very dissatisfied	1				
	Somewhat dissatisfied	2				
	Somewhat satisfied.....	3				
	or are you Very satisfied	4				
	Don't know/refused.....	9				

Section D – Use of Selected Services

- Q54 Have you visited a **City Recreational Facility** like a pool or leisure centre in the past year?
Yes..... 1
No..... 2
Don't know / refused 9
- Q55 Have you attended your local **Community Centre Facility** in the past year?
Yes..... 1
No..... 2
Don't know / refused 9
- Q56 Have you or someone in your family participated in a **City Recreational Program** like swimming lessons, Learn to Skate or other Leisure Guide Programs in the past year?
Yes..... 1
No..... 2
Don't know / refused 9
- Q57 Have you or your family participated in a **Community Centre Program** like hockey or soccer in the past year?
Yes..... 1
No..... 2
Don't know / refused 9
- Q58 Have you visited your **Local** neighbourhood park in the past year?
Yes..... 1
No..... 2
Don't know / refused 9
- Q59 Have you visited a **Major** park like Kildonan Park or St. Vital Park in the past year?
Yes..... 1
No..... 2
Don't know / refused 9
- Q60 Have you use the City's transit service at least once a week in the past year?
Yes..... 1
No..... 2
Don't know / refused 9
- Q61 In the past year, have you or a family member been involved in an emergency medical incident where paramedics were requested?
Yes..... 1
No..... 2
Don't know / refused 9
- Q62 In the past year, excluding traffic related matters; during the last 12 months did you contact the Winnipeg Police Service for any reason?
Yes..... 1
No..... 2
Don't know / refused 9
- Q63 Have you applied for a building permit in the past year?
Yes..... 1
No..... 2
Don't know / refused 9

Q64 Have you or someone in your family visited at least one of the City’s public libraries in the past year?

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

Q64A Have you or someone in your family called 911 for a response to a fire in the past year?

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

Q64B How often have you visited downtown in the past 12 months?

- At least weekly..... 5
- At least monthly..... 4
- A few times a year 3
- Once or twice a year 2
- Not in the past 12 months 1
- Don’t know / refused..... 9

Section E – Customer Services

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

- Yes..... 1
- No..... 2 **[GO TO Q73]**
- Don’t know / refused..... 9 **[GO TO Q73]**

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

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

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

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

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

	Strongly disagree	Somewhat Disagree	Somewhat Agree	Strongly agree	Don’t know/ refused
Q68 City staff are courteous, helpful, and knowledgeable.	1	2	3	4	9
Q69 The quality of service from the City is consistently high.	1	2	3	4	9

Q70 The City responds quickly to requests and concerns.	1	2	3	4	9
Q71 City staff are easy to get a hold of when I need them.	1	2	3	4	9

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

Open Ended Question (accept up to three answers)

Section F – Statistical Questions

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

QGND What gender do you identify as... [SELECT ALL THAT APPLY]

- Man 1
- Woman 2
- Agender 3
- Non-binary or gender fluid 4
- Prefer to self-describe: _____ 66
- Don’t know / refused 9

Q73 What age are you?

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

Q74 Do you rent or own your home?

- Rent 1
- Own 2
- Don’t know / refused 9

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

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

Q76 Would you say that your total household income before taxes from 2024 was...? **READ LIST**

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

Q77 Do you identify as any of the following? Select all that apply.

- 2SLGTQIA+ 1
- Indigenous person (First Nation, Métis, or Inuit) 2

Person with a disability	3	
Visible minority	4	
None of the above	0	[EXCLUSIVE]
Don't know / refused	9	[EXCLUSIVE]

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

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

E5. COMPLETION OF WORK

E5.1 The Contractor shall complete the work by June 28, 2025.