



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP No. 271-2013

**REQUEST FOR PROPOSAL FOR A PUBLIC CONSULTATION PROCESS ON THE
CITY OF WINNIPEG 2014 BUDGET**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR A PUBLIC CONSULTATION PROCESS ON THE CITY OF WINNIPEG 2014 BUDGET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 15, 2013.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.2.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, 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 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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 Bidders by issuing an addendum.

B3.5 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 Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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 Request for Proposal, 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
 - (b) Form B: Fee; (Section B)
- B6.2 The Proposal should also consist of the following components:
- (a) experience of Bidder and proposed Subcontractors (Section C) in accordance with B9;
 - (b) experience of key personnel Assigned to the project (Section D), in accordance with B10; and
 - (c) project Understanding and Methodology (Section E) in accordance with B11.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4.1 Bidders should submit one (1) unbound original (marked "original") and six (6) copies.
- B6.4.2 Bidders should limit the response to no more than twenty (20) pages, not including résumés.
- B6.5 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B6.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.7.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B6.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.9 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1**

B7. PROPOSAL (SECTION A)

- B7.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B7.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D3.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Work.
- B8.3 Fees **shall include costs for out of town travel, related meals and accommodations** for the duration of the project and shall not be considered an allowable disbursement.
- B8.4 Notwithstanding C11.1.1, 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.
- B8.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF BIDDER AND SUBCONTRACTORS (SECTION C)

- B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Bidder and Subcontractors for up to three projects of similar scope, size and complexity, specifically listing projects involving municipal government.

B9.2 For each project listed in B9.1(a), the Bidder should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Bidder and Subcontractor project listings.

B9.3 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 Bidder and all Subcontractors.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the project.

B10.2 Submit the experience and qualifications of the key personnel assigned to the project for projects of similar scope, size and complexity, including the principals-in-charge. Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer. Roles of each of the key personnel in the project should be identified in the organizational chart referred to in B10.1.1.

B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) description of project;
- (b) role of the person;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's approach and team organization during the performance of the Work so that the evaluation committee has a clear understanding of the methods the Bidder will use in the delivery of this project.

B11.2 Methodology should be presented in accordance with the Scope of Work identified in D3 and the Bidder's ability to maintain the project schedule identified in D4.

B11.3 For each person identified in B10.2, list the **hours** to be dedicated to the project in accordance with the Scope of Work identified in D3.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder

does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at

<http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract.

B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at

<http://www.winnipeg.ca/matmgt/>

B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security 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: Proposal.

B15. WITHDRAWAL OF OFFERS

B15.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B15.1(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. INTERVIEWS

B16.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

B18.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
- (b) qualifications of the Bidder pursuant to B12:
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subcontractors; (Section C) 20%

- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
 - (f) Project Understanding and Methodology (Section E). 20%
- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B18.4 Further to B18.1(c), Fees shall be the sum of the amounts shown on Form B: Fees.
- B18.5 Further to B18.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar scope, size and complexity as well as other information requested.
- B18.6 Further to B18.1(e), 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 similar scope, size and complexity.
- B18.7 Further to B18.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B18.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B18.9 Notwithstanding B18.1(d) to B18.1(f), where Bidders fail to provide complete responses to B6.2(a) to B6.2(c), the score of zero may be assigned to the incomplete part of the response.
- B18.10 Proposals that do not achieve at least 50% of the available points in any of B18.1(d) to B18.1(f), may be determined to be non-responsive.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the Fees exceed the available City funds for the Work;
 - (b) the Fees are materially in excess of the Fees received for similar work in the past;
 - (c) the Fees are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B19.4 If the City awards in phases, the City intends to award all phases to the same Contractor.

- B19.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B19.6 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.7 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The General Conditions for Supply of Services (Revision 2007 04 12) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the RFP 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. CONTEXT

D2.1 Winnipeg's 25-year vision for the City, documented in "*OurWinnipeg*", took effect on August 17th, 2011. It positions Winnipeg for sustainable growth, which is key to our future competitiveness. We want to hear from our citizens with respect to service level preferences given the City's current financial position. We are undertaking a public consultation process to get a clear picture of where our budget focus should be in the next 3 to 6 years. We are currently in the process of developing a 3-year operating budget for 2014 to 2016 and a 6-year capital budget for 2014 to 2019, and would like to use the information from the public consultation process to assist in budget development for this period.

D2.2 The purpose of the budget consultation process is:

- (i) To improve performance by better understanding what the public wants and expects from its civic government;
- (ii) To determine citizens' priorities and to adjust services and service levels to align with citizens' priorities and the City's available financial resources;
- (iii) To understand public priorities in planning, budgeting, and managing services;
- (iv) To obtain the general public's perspective rather than only that of a small number of stakeholder groups; and
- (v) To provide information to the public about City services and the value for their tax dollars.

D2.3 The *OurWinnipeg* document can be found on the City of Winnipeg's website at

<http://winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.Jul15.2010.pdf>

D3. SCOPE OF WORK

D3.1 The Contract shall consist of the Work specified below.

PHASE 1: PUBLIC CONSULTATION PROCESS

D3.2 Propose a public consultation process for the City of Winnipeg 2014 budget, aligned with *OurWinnipeg* by:

- (a) Developing a written proposal for a City of Winnipeg public consultation process to solicit public input for civic budgeting and planning purposes, which could include:
 - (i) on-line and/or telephone surveys;
 - (ii) focus groups/interviews;
 - (iii) public forum(s)/town hall meeting(s);
 - (iv) media releases and/or public notices;
 - (v) interactive budget website (budget information, a budget or tax calculator/budget development options, blog);
 - (vi) use of social media (in consultation with the City's Manager of Corporate Communications or designate); and
 - (vii) other innovative techniques for public consultation.
- (b) Including in the written proposal noted in (a) above:

- (i) The identification of the steps in the consultation process and target audience/stakeholders;
 - (ii) Examples of questions for any surveys, focus groups/interviews, etc. being proposed;
 - (iii) A plan for any public forums or town hall meetings being proposed (e.g. advertising, location selection, invitations, presentation format, lead/facilitator, etc.);
 - (iv) An estimate of the cost of implementing each step in the proposed public consultation process to assist the City in determining a preferred process option within available budget; and
 - (v) The proposed reporting process of the results of the public consultation process to members of the Executive Policy Committee (EPC), the Committee of Council responsible for budget development, and to the public, including the general form of any summary outputs on the results of the consultation process.
- (c) Preparing a proposed timetable for the public consultation process (including the timing for reporting results to EPC, etc.) to be concluded by July 8, 2013, including timing for each step in the proposed process; and
- (d) Meeting with members of the Executive Policy Committee, the Contract Administrator and/or designate(s) and members of the Public Service, as required, to provide additional information on the proposed public consultation process on or about May 8, 2013 and to receive final direction on the preferred process after obtaining feedback on the proposed budget consultation process from individual City Councillors.

PHASE 2: PUBLIC CONSULTATION MANAGEMENT AND IMPLEMENTATION

D3.3 Manage and implement the public consultation process as directed by members of the Executive Policy Committee, the Contract Administrator and/or designate(s) under the preferred process option selected in Phase 1, which may include:

- (a) Conducting surveys, focus groups, interviews, public forums, etc.;
- (b) Developing media releases, notices, websites, etc.;
- (c) Leading focus groups, public forums, including arranging facilities, etc.;
- (d) Providing status updates on the public consultation process to the Executive Policy Committee, the Contract Administrator and/or designate(s); and
- (e) Compiling and reporting on results to the Executive Policy Committee, including reports for use by the public service and for communication to the public.

D4. PROJECT SCHEDULE

D4.1 The Contractor shall achieve critical stages of the Work in accordance with the following schedule:

Ref.	Action	Completion Date
D3.2	Completion and submission of a written proposal on a public consultation process on the City of Winnipeg 2014 Budget.	April 15, 2013
D3.2(d)	Meet with members of the Executive Policy Committee, Contract Administrator and/or designate(s)	May 8, 2013
D3.3(a) to (c)	Conclusion of public process	June 28, 2013
D3.3(e)	Completion of final documentation, reporting, and communication of results.	July 8, 2013

- D4.2 The City intends to award this Contract by May 1, 2013.
- D4.3 The Work to be done under the Contract shall include the 2014 budget. The City reserves the right to negotiate a contract for future budget years with the successful bidder, to a maximum of five (5) years, upon mutually agreeable terms.
- D4.3.1 The City shall incur no liability to the Contractor as a result of such negotiations.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Bonnie Staples-Lyon
Chief of Staff
Office of the Mayor
Telephone No.: 204-986-5499
204-986-2620
bstaples-lyon@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.
- D5.3 Bids Submissions must be submitted to the address in B6.9

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204- 949-1174

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, with a cross-liability clause. Such liability policy to also contain contractual liability, tenants legal liability, personal and advertising liability, non-owned automobile liability and to remain in place at all times during the performance of the Work

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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, but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.4 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work 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 insurance 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.

MEASUREMENT AND PAYMENT

D11. INVOICES

D11.1 Further to C11, 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

Email: CityWpgAP@winnipeg.ca

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

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

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

D11.4 Bids Submissions must be submitted to the address in B6.9