



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 589-2011**

**DEVELOPMENT AND IMPLEMENTATION OF A MULTIMEDIA ADVERTISING  
CAMPAIGN TO PROMOTE WINNIPEG'S NEW WINTER PARKING BY-LAW**

**Proposals shall be submitted to:**

**The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 DEVELOPMENT AND IMPLEMENTATION OF A MULTIMEDIA ADVERTISING CAMPAIGN TO PROMOTE WINNIPEG'S NEW WINTER PARKING BY-LAW

### **B2. PURPOSE**

B2.1 The purpose of this request is to invite qualified Bidders to submit proposals for the development and implementation of a bilingual multimedia advertising campaign for the City's "New Winter Parking By-law Program".

### **B3. SUBMISSION DEADLINE**

B3.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 12, 2011.

B3.2 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.

B3.3 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 B3.1.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. BACKGROUND:**

B5.1 On June 13, 2011 City of Winnipeg Council approved a new Winter Parking Policy and By-Law to be in place for the 2011-2012 winter season. The new winter parking policy will better meet the needs of both our citizens and the snow-clearing work crews.

B5.1.1 **Appendix A** is the Council approved report and By-Law which provides detail about the new parking restrictions, the changes, and the related fines and towing implications for motorists parked in violation of the winter parking bans.

B5.1.2 Under the new Winter Parking Ban Program are four separate winter parking bans, named as follows:

1. **Residential Parking Ban** – Extensive changes to this parking ban will be the major focus of the advertising campaign.
2. **Annual Snow Route Parking Ban** – The only changes to this parking ban is the name of the ban itself and the hours that the parking restrictions apply.
3. **Declared Snow Route Parking Bans** - The only changes to this parking ban is the name of the ban itself and the hours that the parking restrictions apply.
4. **Snow Emergency Parking Ban** The only changes to this parking ban is the name of the ban itself and the elimination of related fines.

## **B6. CONFIDENTIALITY**

- B6.1 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.
- B6.2 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.

## **B7. ADDENDA**

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.2.1 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>
- B7.2.2 The Bidder is responsible for ensuring that he 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.
- B7.3 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.

## **B8. SUBSTITUTES**

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B8.4 The 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 Substantial Performance and 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 Substantial Performance and Total Performance.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.1.
- B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B22.1(a).

## **B9. PROPOSAL SUBMISSION**

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Campaign Proposal (Campaign Strategy & Media Plan);
  - (d) Portfolio Submissions;
  - (e) Experience.
- B9.2 The Proposal should also consist of the following components:
- (a) Fees.
- B9.3 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.

- B9.4 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.
- B9.4.1 Bidders should submit one (1) unbound original (marked "original") and four (4) copies.
- B9.5 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.6 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 B22.1(a).
- B9.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.7.1 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.
- B9.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.9 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B10. PROPOSAL**

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 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 own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 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 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 own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 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.

## **B11. PRICES**

B11.1 The Bidder shall state the lump sum price in Canadian funds (GST extra) for the Work on Form B: Prices.

B11.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

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

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

**B13. CAMPAIGN PROPOSAL (CAMPAIGN STRATEGY & MEDIA PLAN)**

- B13.1 The Bidder shall submit a creative strategy that will effectively communicate the key messages of the “New Winter Parking Ban By-law Program” to the target audience.
- B13.2 The Bidder shall not include creative direction in the Proposed Campaign Strategy.
- B13.3 The Bidder shall submit a detailed outline of a comprehensive media plan. The plan may include but not be limited to the following:
- (a) Television;
  - (b) Radio;
  - (c) Print;
  - (d) Direct Mail;
  - (e) Outdoor, bus boards;
  - (f) Social Media or any other media as recommended by the contractor. Any Social Media developed for the City of Winnipeg must be done in accordance with the City’s Social Media Standards.
- B13.4 The Bidder shall submit a detailed list and description of all components included in the campaign as follows:
- (a) Campaign deliverables;
  - (b) Campaign timelines.

**B14. PORTFOLIO SUBMISSIONS**

- B14.1 Bidders shall include a minimum of two (2) samples of similar campaigns that demonstrate capability of the Bidder. Samples will be returned following award of contract.

**B15. EXPERIENCE**

- B15.1 Bidders shall provide the following information:
- (a) Qualifications / Professional Experience of the Bidder.
  - (b) Personal Profiles of individuals assigned to the project, and any Subcontractors.
  - (c) Experience of proposed team members in communications and the estimated % of each of their time to be assigned to the project.

**B16. DETAILED PRICES**

- B16.1 The Bidder should provide a detailed listing of all costs included in the Lump Sum Price on Form B: Prices.

**B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B17.1 Proposals will not be opened publicly.
- B17.2 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>
- B17.3 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.



B17.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

### **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 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.

### **B19. WITHDRAWAL OF OFFERS**

B19.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 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.

B19.1.2 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.

B19.1.3 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 B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B18.2 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.

### **B20. INTERVIEWS**

B20.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

### **B21. NEGOTIATIONS**

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2 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.

## **B22. EVALUATION OF PROPOSALS**

B22.1 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: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:(pass/fail);
- (c) Total Bid Price; 10%;
- (d) Campaign Proposal (Campaign Strategy & Media Plan) 40%;
- (e) Portfolio Submissions 30%
- (f) Experience 20%
- (g) Detailed Prices \*
- (h) economic analysis of any approved alternative pursuant to B8;

\* Detailed Prices shall be evaluated as part of Total Bid Price.

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B22.4 Further to B22.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B22.4.1 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the budget as shown on Form B: Prices

B22.5 Further to B22.1(d), the Campaign Proposal (Campaign Strategy & Media Plan) shall be evaluated considering the information submitted in response to B9.1 and B13.

B22.6 Further to B22.1(e), the Portfolio Submissions shall be evaluated considering the information submitted in response to B9.1 and B14.

B22.7 Further to B22.1(f), Experience shall be evaluated considering the information submitted in response to B9.1 and B14.

B22.8 Further to B22.1(g), Detailed Prices shall be evaluated as part of the Total Bid Price.

B22.9 This Contract will be awarded as a whole.

B22.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B23. AWARD OF CONTRACT**

B23.4 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B23.5 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.
- B23.5.1 Without limiting the generality of B23.5, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one 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.
- B23.6 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.
- B23.6.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B23.7 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B23.8 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the proposal 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 Development and Implementation of a Multimedia Advertising Campaign to Promote Winnipeg's New Winter Parking By-Law

D2.2 The work to be done under the contract shall consist of:

- (a) Project management of the campaign
- (b) Develop a creative strategy that will effectively communicate the key messages of the "New Winter Parking Ban By-law Program" to the target audiences.
- (c) Create a strategy that will include the development of a unique "Winter Parking Ban" graphic identifier and tag line for the campaign which will be incorporated into all communication pieces.
- (d) Develop a comprehensive media plan for the City's approval which may include: media buy of Television, Radio, Print, Direct Mail, and may also include Outdoor, bus boards, Social Media or any other media as recommended by the Contractor and approved by the Contract Administrator. Any Social Media developed for the City of Winnipeg must be done in accordance with the City's Social Media Standards.
- (e) Refine key messages in conjunction with key stakeholders (refer to Appendix B for further information).
- (f) Writing, creative design, photography, illustration, production and dissemination of all advertising and information components except where indicated in D2.3.
- (g) Focus testing.
- (h) Prepare media/news release regarding launch of campaign.
- (i) Development of media press kits for distribution at time of campaign launch. Press kits may include, but not limited to; backgrounder, new campaign highlights, Q&A or other material as recommended by the Contractor and approved by the Contract Administrator.
- (j) Media buy of approved media plan.

D2.3 Work excluded from the contract shall consist of:

- (a) French translation of all copy.
- (b) Development of, and updates to, the existing Public Works Parking Ban web pages.
- (c) The City will create, maintain and distribute automatic email notifications to all interested citizens about General Parking Ban Notifications through an online subscription process.
- (d) The City will create, maintain and distribute automatic tweets to all interested citizens about General Parking Ban Notifications through an online subscription process.

D2.4 The City intends to award this Contract by August 26, 2011.

#### **D3. SCHEDULE OF WORK**

D3.1 The launch of the New Winter Parking Ban Program campaign shall commence on October 13, 2011. The campaign should run throughout the 2011-2012 winter season as recommended by the Contractor and approved by the Contract Administrator.

D3.2 A reminder campaign shall be required in January, 2012 at the recommendation of the Contractor and approved by the Contract Administrator.

D3.3 Contractor must commit the necessary resources to meet the timing requirements of the campaign.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Ken Allen  
Field Support Services Supervisor  
Telephone No. (204) 801-1502  
Facsimile No. (204) 986-5566  
Email: [kenallen@winnipeg.ca](mailto:kenallen@winnipeg.ca)

D4.2 Bids Submissions must be submitted to the address in B9.9

#### **D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **D6. INTELLECTUAL PROPERTY RIGHTS**

D6.1 The rights to all developed source work and intellectual property (illustrations, artwork, branding, sound recordings, Actionscript or other programming) are the property of the City of Winnipeg.

#### **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; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), 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 on the Site 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 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 on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D9;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D10.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the notice of award.

### **D11. TOTAL PERFORMANCE**

- D11.1 The Contractor shall achieve Total Performance by April 15, 2012.
- D11.2 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **CONTROL OF WORK**

### **D12. JOB MEETINGS**

- D12.1 Regular meetings may be held with the Contract Administrator and key stakeholders, as required, throughout the development and implementation of the campaign.
- D12.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

## MEASUREMENT AND PAYMENT

### D13. INVOICES

D13.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D13.2 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 goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B9.9

### D14. PAYMENT

D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.