



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 923-2011**

**CANADIAN UNIVERSITY-LEVEL MUNICIPAL LEADERSHIP DEVELOPMENT  
PROGRAM**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 CANADIAN UNIVERSITY-LEVEL MUNICIPAL LEADERSHIP DEVELOPMENT PROGRAM

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 13, 2011.

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.

B2.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' conference unless that information or interpretation is provided by the Contract Administrator in writing.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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 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. SUBSTITUTES**

B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

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 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.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 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.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
- B7.2 The Proposal should consist of the following components:
- (a) Proposed Approach
  - (b) Experience.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 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.
- B7.4.1 Bidders should submit one (1) unbound original (marked “original”) and four (4) copies.
- B7.4.2 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 Samples or other components of the Proposal Submission 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.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. PROPOSAL**

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

- B8.2 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.
- B8.2.1 If a Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 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.
- B9. PRICES**
- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding 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.
- B9.1.2 Prices on "Form B: Prices" shall include: instructors; training material; handouts; travel, accommodations; and all other expenses. Note – classroom space may be provided by The City of Winnipeg.
- B9.2 The quantities listed on "Form B: Prices" are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The Bidder should provide a separate sheet listing the itemized breakdown of price stated on "Form B: Prices".
- B9.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

B10.1 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.

B10.2 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>

B10.3 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);

B10.4 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.

B10.5 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.

## **B11. PROPOSED APPROACH**

B11.1 The Bidder should propose a Canadian University-Level Municipal Leadership Development Program for the City of Winnipeg which contains the following information:

- (a) A description of your organization, size, structure and services provided;
- (b) A description of your experience, with emphasis on past experience as a provider of municipal leadership programs;
- (c) A detailed description of your Canadian University-Level Municipal Leadership Development Program including, but not limited to:
  - (i) Overall Program description, including total days/hours of training;
  - (ii) Description of each training module within the program including:
    - a) Learning Objectives;
    - b) Training Days/Hours;
    - c) Method(s) of Training Delivery;
    - d) Identification of module instructor(s);

- e) Identification of Municipal-specific content.
- (d) A description of the ability of your organization to align the program with City of Winnipeg specific content, and incorporate identified City of Winnipeg leadership competencies in program content.
- (e) Outline of preferred training scheduling of program delivery recommended in reference to the City's requirement of modules no more than five (5) consecutive days with a maximum of fifteen (15) total program days;
- (f) A description of the quality assurance guidelines, or ongoing monitoring system, the Bidder has in place for evaluating program facilitators and the name of the person responsible for assuring high standards of training;
- (g) A list of three (3) references, including name, title, organization, address, and telephone number from municipal organizations that have completed the Leadership training in the past five (5) years. At least one of the organization should have at least 5,000 employees;
- (h) A description of how cancellation of training will be handled, specifically;
  - (i) how much notice should be given;
  - (ii) the fees for cancelling (if any).

## **B12. EXPERIENCE**

B12.1 The Bidder should submit the following information:

- (a) past work experience with Canadian University-Level Municipal Leadership Development Programs in a similar size organization and evidence of having successfully carried out work similar in nature, scope and value;
- (b) demonstration of applying innovation and best practices in both content and delivery;
- (c) experience of each proposed facilitator; including education credentials, leadership development training experience, and municipal government experience;
- (d) History of the proposed Canadian University-Level Municipal Leadership Development Program. This information should also include the following
  - (i) Number of years in operation;
  - (ii) the number of times it has been presented;
  - (iii) a list of the organizations the program has been provided to.

## **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 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 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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in 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 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:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
  - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 30%
- (d) Proposed Approach 35%
- (e) Experience 35%
- (f) economic analysis of any approved alternative pursuant to B6.

B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B18.3 Further to B18.1(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.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.5 Further to B18.1(d), the proposed approach shall be evaluated considering the information submitted in response to B7.2 and B11.

B18.6 Further to B18.1(e), experience shall be evaluated considering the information submitted in response to B7.2 and B12.

B18.7 This Contract will be awarded as a whole.

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.

## **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 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.

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.

- B19.3.1 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.
- B19.4 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.
- B19.5 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)
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for 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 a Canadian University-Level Municipal Leadership Development Program for the period from September 1, 2012 to August 31, 2013 with the option of ten (10) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 September 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

### **PILOT**

D2.2 In the initial year of the Contract the major components of the Canadian University-Level Municipal Leadership Program are as follows:

- (a) a complete program (full 15 days delivered);
- (b) Canadian municipal specific strategically focused content that includes, but is not limited to;
  - (i) Leaders personal insight/self-knowledge;
  - (ii) organizational performance;
  - (iii) employee performance;
  - (iv) strategic planning;
  - (v) leading through change;
  - (vi) leading in a unionized environment.
- (c) facilitators with university-level credentials and/or municipal government experience;
- (d) ability to offer program within the City of Winnipeg limits;
- (e) ability to accommodate twenty-five (25) participants per program;
- (f) ability to align City of Winnipeg specific content and incorporate identified City of Winnipeg leadership competencies in program content;
- (g) program maximum fifteen (15) days delivered in modules of five (5) consecutive days or less.

### **ONGOING PROGRAM**

D2.3 In the event of mutually agreed upon extensions of the Contract the major components of the Canadian University-Level Municipal Leadership Program are as follows:

- (a) Modules for the complete program may be extended over a period of longer than one year;
- (b) Canadian municipal specific strategically focused content that includes, but is not limited to;
  - (i) Leaders personal insight/self-knowledge;
  - (ii) organizational performance;

- (iii) employee performance;
  - (iv) strategic planning;
  - (v) leading through change;
  - (vi) leading in a unionized environment.
- (c) facilitators with university-level credentials and/or municipal government experience;
  - (d) ability to offer program within the City of Winnipeg limits;
  - (e) ability to accommodate twenty-five (25) participants per program;
  - (f) ability to align City of Winnipeg specific content and incorporate identified City of Winnipeg leadership competencies in program content;
  - (g) program maximum fifteen (15) days delivered in modules of five (5) consecutive days or less.
- 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 C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2011.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### **D3. CONTRACT ADMINISTRATOR**

- D3.1 The Contract Administrator is:  
Cindy Gammon  
Human Resource Development (HRD) Consultant  
Telephone No. (204) 204-986-2262  
Facsimile No. (204) 204-986-3299  
Email: cgammon@winnipeg.ca
- D3.2 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.

### **D4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- D4.1 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.
- D4.2 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.
- D4.3 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.

## **D5. NOTICES**

D5.1 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**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

### **D7. INSURANCE**

D7.1 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;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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.

D7.4 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.

D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

D8.1 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.

D8.2 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 D6;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D7;

- (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**

### **D9. INVOICES**

D9.1 Further to C11, the Contractor shall submit an invoice following each module 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)

D9.2 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.

D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D9.4 Bids Submissions must be submitted to the address in B7.8.

### **D10. PAYMENT**

D10.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice at the completion of each module.

D10.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.



## **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.

#### **E2. SERVICES**

- E2.1 The Contractor shall provide Canadian University-Level Municipal Leadership Development Program in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Canadian University-Level Municipal Leadership Development Program shall include instructors, material, handouts, travel, accommodation and all other expenses. Classroom space may be provided by the City of Winnipeg.