



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1038-2013B

**REQUEST FOR PROPOSALS FOR A PUBLIC ENGAGEMENT (CONSULTATION)
PROCESS FOR THE CITY OF WINNIPEG 2015 BUDGET PROCESS**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Fees	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	2
B8. Fees (Section B)	3
B9. Proposed Engagement Process (Section C)	4
B10. Detailed Project Schedule (Section D)	4
B11. Qualification	4
B12. Opening of Proposals and Release of Information	5
B13. Irrevocable Offer	5
B14. Withdrawal of Offers	5
B15. Interviews	6
B16. Negotiations	6
B17. Evaluation of Proposals	6
B18. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Context	1
D3. Scope of Work	1
D4. Project Schedule	2
D5. Contract Administrator	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	3

Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3

Schedule of Work

D10. Commencement	3
-------------------	---

Measurement and Payment

D11. Invoices	4
D12. Payment	4

FORM A: PROPOSAL
(See B7)

1. Contract Title REQUEST FOR PROPOSALS FOR A PUBLIC ENGAGEMENT
(CONSULTATION) PROCESS FOR THE CITY OF WINNIPEG 2015
BUDGET PROCESS

2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City Province Postal Code

Email Address of Bidder

Facsimile Number

(Mailing address if different)

Street or P.O. Box

City Province Postal Code

GST Registration Number (if applicable) Province Postal Code

(Choose one)

The Bidder is:

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent
the Bidder for purposes of the Proposal.

Contact Person Title

Telephone Number Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings
ascribed to them in the General Conditions.

5. Offer The Bidder hereby offers to perform the Work in accordance with the Contract for the Price(s), in Canadian funds, set out on Form B: Prices, appended hereto.
6. Execution of Contract The Bidder agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.1.
7. Commencement of the Work The Bidder agrees that no Work shall commence until he/she is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.
8. Contract The Bidder agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.
9. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:
- | No. | Dated |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
10. Time This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) Calendar Days following the Submission Deadline.

11. Signatures

The Bidder or the Bidder's authorized official or officials have signed this

_____ day of _____, 20_____ .

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature
appears above)

(Print here name and official capacity of individual whose signature
appears above)

FORM B: FEES
(See B8)

REQUEST FOR PROPOSALS FOR A PUBLIC ENGAGEMENT (CONSULTATION) PROCESS FOR THE
CITY OF WINNIPEG 2015 BUDGET PROCESS

BUDGET \$225,000

ITEM NO.	DESCRIPTION	AMOUNT
1.	Public Engagement Process in 2014 to assist with the upcoming budget process for 2015-2017.	
2.	Media Buy Allowance (included in the Budget of \$225,000)	\$40,000.00

Do not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST)

Name of Bidder

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSALS FOR A PUBLIC ENGAGEMENT (CONSULTATION) PROCESS FOR THE CITY OF WINNIPEG 2015 BUDGET PROCESS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 17, 2014.

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 D5.1.

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. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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.
- B5.3 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: Fees (Section B);
- B6.2 The Proposal should also consist of the following components:
- (a) Proposed Engagement Process (Section C);
 - (b) Project Schedule (Section D).
- B6.3 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.
- B6.3.1 Bidders should submit one (1) unbound original (marked "original") and six (6) copies.
- B6.3.2 Bidders should limit the response to no more than twenty (20) pages, not including résumés.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 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 B17.1(a).
- B6.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.6.1 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.
- B6.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

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 identified in D3.
- B8.1.1 Adjustments to Fees will only be considered based on increases to the Scope of Work.
- B8.2 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.
- B8.2.1 An allowance of \$40,000.00 is included on Form B: Fees to accommodate media buys, to be made in consultation with the Contract Administrator. Payment for media buys, not approved by the Contract Administrator, will not be the responsibility of the City. The stated allowance of \$40,000.00 does not imply that the City intends to spend the entire allowance.
- B8.3 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.
- B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. PROPOSED ENGAGEMENT PROCESS (SECTION C)

- B9.1 Propose a public engagement process for the City of Winnipeg in 2014 to assist with the upcoming budget process for 2015-2017, aligned with *OurWinnipeg*, that will by:
- (a) Developing a written proposal for a City of Winnipeg public engagement process to solicit public input for civic budgeting and planning purposes. Engagement should be sought through a variety of methods and vehicles, with an emphasis on social media and online tools, and could include:
 - (i) on-line and/or telephone surveys;
 - (ii) focus groups/interviews;
 - (iii) public forum(s);
 - (iv) media releases and/or public notices;
 - (v) interactive budget website to provide citizens an opportunity to demonstrate their budget spending priorities;
 - (vi) use of social media (in engagement with the City's Manager of Corporate Communications or designate); and
 - (vii) other innovative techniques for public engagement.
 - (b) Including in the written proposal noted in (a) above:
 - (i) The identification of the steps in the engagement process and target audience/stakeholders;
 - (ii) An estimate of the cost of implementing each step in the proposed public engagement process to assist the City in determining a preferred process option within available budget;
 - (iii) The proposed reporting process of the results of the public engagement process to members of Council and Committees of Council.

B10. DETAILED PROJECT SCHEDULE (SECTION D)

- B10.1 Bidders should submit a proposed timetable for the public engagement process to be concluded no later than April 30, 2014, with a written report and presentation to Council of the findings within 30 days.

B11. QUALIFICATION

- B11.1 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.
 - (i) The necessary experience and expertise shall include: competency and experience in consulting and engaging with the public, elected officials and stakeholders; financial experience and expertise in order to ensure a sound grasp on the complexity of the City's budget for communicating and disseminating to stakeholders.
- B11.2 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>

- B11.3 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.
- B11.4 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.
- B11.5 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.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B12.1 Proposals will not be opened publicly.
- B12.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>
- B12.3 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.
- B12.4 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.

B13. IRREVOCABLE OFFER

- B13.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B13.2 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.

B14. WITHDRAWAL OF OFFERS

- B14.1 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.
- B14.1.1 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.
- B14.1.2 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.
- B14.1.3 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 B14.1.3(b), declare the Proposal withdrawn.

B14.2 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 B13.2 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.

B15. INTERVIEWS

B15.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B16. NEGOTIATIONS

B16.1 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.

B16.2 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.

B16.3 If, in the course of negotiations pursuant to B16.2 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.

B17. EVALUATION OF PROPOSALS

B17.1 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 and the Subcontractors, if any, pursuant to B8.1:
- (c) Total Score from Request for Qualifications (RFQ); (10%);
- (d) Fees (Section B) (20%);
- (e) Proposed Engagement Process (Section C) (50%);
- (f) Detailed Project Schedule (Section D) (20%);

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(c), the Total Score from RFQ, shall be the Bidder's total score from the RFQ weighted at the value indicated in B17.1(c).

- B17.5 Further to B17.1(d), the Fees shall be the amount shown on Form B: Prices.
- B17.6 Further to B17.1(e), the Proposed Engagement Process will be evaluated considering the Bidder's response to B9.
- B17.7 Further to B17.1(f), the Project Schedule will be evaluated considering the Bidder's response to B9.
- B17.8 This Contract will be awarded as a whole.
- B17.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B17.10 Notwithstanding B17.1(e) where Bidders fail to provide complete responses to B9 the score of zero may be assigned to the incomplete part of the response.
- B17.11 Proposals that do not achieve at least 50% of the available points in B17.1(e) and B17.1(f) may be determined to be non-responsive.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 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.
- B18.3.1 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.
- B18.4 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.
- B18.5 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
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for 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.
- D1.1 In addition to the *General Conditions*, 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 engagement process to get a clear picture of where our budget focus should be in the next 3 to 6 years. We will soon be starting the process of developing a 3-year operating budget for 2015 to 2017 and a 6-year capital budget for 2015 to 2020, and would like to use the information from the public engagement process to assist in budget development for this period.
- D2.2 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 Work to be done under the Contract shall consist of the Work specified below.

PROPOSED ENGAGEMENT PROCESS

- D3.2 The engagements will require participation from the public and Councillors. To frame an innovative engagement process to engage and interest citizens and Councillors now and in the future, the Contractor will need to determine:
- (a) how the public wants to be consulted; and
 - (b) how Councillors want to be consulted and/or involved in the Budget process.
- D3.3 The Contractor shall inform the public of the City of Winnipeg's revenue sources and amounts as well as where the City spends its funds, and seek their input on spending and revenue to determine:
- (a) whether funds are allocated appropriately; and
 - (b) whether there are innovative ideas on how to increase revenue and/or find efficiencies.

PUBLIC ENGAGEMENT MANAGEMENT AND IMPLEMENTATION

- D3.4 Manage and implement the public engagement process which may include:
- (a) A virtual community using social media tools,
 - (b) Surveys, focus groups, interviews, public forums, etc.;
 - (c) Media releases, notices, websites, etc.;
- D3.5 Providing status updates on the public engagement process to Council, the Contract Administrator and/or designate(s); and compiling and reporting on the findings to Council and the public service and for communication to the public.

- D3.6 Input gleaned through the engagements should be analyzed and findings written in a report. The report should provide the City with a better understanding of:
- (a) how the public wants to be consulted;
 - (b) how Councillors want to be consulted and/or involved in the Budget process;
 - (c) whether the City should or needs to be shifting its Budget priorities, including potentially reallocating funding between areas; and
 - (d) whether there are innovative ideas on how to increase revenue and/or find efficiencies.

D4. PROJECT SCHEDULE

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

Action	Completion Date
Meet with members of Council, Contract Administrator and/or designate(s)	As determined with the Contract Administrator
Conclusion of public process	April 30, 2014
Completion of final documentation, reporting, and communication of results.	May 30, 2014

- D4.2 The City intends to award this Contract by February 25, 2014.
- D4.3 The Work to be done under the Contract shall be conducted in 2014 to assist in the upcoming City of Winnipeg budget process for 2015-2017. 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
Director
Office of Policy Development and Communication
Telephone No.: 204-986-5499
Email: 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 B6.8

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 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 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 on the Site within seven (7) Working Days of receipt of the notice of award.

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) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

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 B6.8

D12. PAYMENT

D12.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.