



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 519-2014

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
REVIEW OF THE CITY OF WINNIPEG'S CORPORATE COMMUNICATIONS FUNCTION**

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 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE REVIEW OF THE CITY OF WINNIPEG'S CORPORATE COMMUNICATIONS FUNCTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 12, 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 D2.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal (RFP), 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 RFP 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 RFP 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 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 it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal in accordance with B7;
 - (b) Form B: Prices in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Company and Subconsultants in accordance with B9;
 - (b) Experience of Key Personnel assigned to the Project in accordance with B10; and
 - (c) Methodology in accordance with B11.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Bidders should submit one (1) unbound 8.5" x 11" original (marked "original") and five (5) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Bidders are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B18.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Bidder's name and address.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Bidder that is associated with the preparation of the Proposal shall be borne solely by the Bidder.

B7. PROPOSAL

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 its 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. PRICES

B8.1 The Proposal shall include a Lump Sum Price in Canadian funds for the Work on Form B: Prices.

B8.2 Notwithstanding C10.1, Prices submitted 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.

B8.3 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF COMPANY AND SUBCONSULTANTS

B9.1 Proposals should include details demonstrating the relevant experience pertaining to the ability to effectively perform the work outlined on the Scope of Services, D4. This should include the following information:

- (a) list of past reviews of similar scope;
- (b) role of the consultant;
- (c) three client references for reviews of similar size and scope. Each reference should consist of company name, contact name, email address, phone number and brief description of the project.

B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and all subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT

B10.1 Proposals should include the names of the team members and describe the following for each:

- (a) credentials;
- (b) qualifications;
- (c) experience in conducting work similar to that outlined in D4;
- (d) the role that each team member will have on the Project;
- (e) the work that will be conducted under each team member's role.

B11. METHODOLOGY

B11.1 Proposals should describe the approach that will be taken in reviewing the corporate communications function and making recommendations as it relates to governance, mandate and optimal levels of resourcing. This should include:

- (a) a review of best practices for corporate communications in a municipal setting of comparable sized municipalities across Canada, including their organization structure (e.g. central vs. decentralized model), complement, scope of responsibilities;
- (b) identification of current state, including budget allocations (both operating and capital) for internal and external communications, public engagement/consultation, and emergency communications;
- (c) conducting interviews with departmental and political stakeholders;
- (d) proposed timelines to conduct the project work, with key milestones including completion of final report with recommendations;
- (e) identification of proposed level of effort and expectations of the City in undertaking the review.

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;

- (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 Services in strict accordance with the terms and provisions of the Contract;

B12.2 The Bidder and any proposed Subconsultant (for the portion of the Services 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 Subconsultant (for the portion of the Services 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 Services required to be in strict accordance with the terms and provisions of the Contract.

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

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 Services.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 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/>.

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 its 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 Services until a Contract for the Services has been duly executed 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 its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B15.1.1 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/her Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. INTERVIEWS

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

B17. NEGOTIATIONS

- B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

- B18.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Bidder and the Subconsultants, if any, pursuant to B12: (pass/fail)
 - (c) Total Bid Price 20%
 - (d) Experience of Company and Subconsultants 20%
 - (e) Experience of Key Personnel Assigned to the Project 35%
 - (f) Methodology 25%

- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B18.5 Further to B18.1(d), Experience of the Company and Subconsultants will be evaluated considering the information submitted in response to B9.
- B18.6 Further to B18.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the information submitted in response to B10.
- B18.7 Further to B18.1(f), Methodology will be evaluated considering the information submitted in response to B11.
- B18.8 Notwithstanding B18.1(d) to B18.1(f), where Bidders fail to provide a response to B6.2(a) to B6.2(c), the score of zero may be assigned to the incomplete part of the response.
- B18.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1 a) and 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 Services;
 - (b) the prices are materially in excess of the prices received for similar services 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.
- B19.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City may issue a Purchase Order to the successful Bidder in lieu of execution of a Contract.
- B19.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B19.6 Following the award of Contract, a Bidder will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.

B19.7 The Contract documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order .

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant 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 Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONTRACT ADMINISTRATOR

D2.1 The Contract Administrator is:

Linda Burch
Email: lburch@winnipeg.ca
Telephone No. 204-986-4766
Facsimile No. 204-986-5966

D2.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.10.

D3. BACKGROUND

D3.1 In 2005, strategic communications and media relations were amalgamated and rationalized into a centralized corporate communications function. Over the past several years, communication technologies have changed dramatically. As such, stakeholders' expectations on how they wish to receive information from the public service has also evolved.

D3.2 The City's corporate communications function is currently mandated to provide a centralized service for strategic communications / media relations / event planning support, emergency preparedness and response communications, and limited public engagement/consultation support to 17 City departments, special operating agencies and service areas.

D3.3 The corporate communications function includes development of messaging for multiple platforms (communication plans, news releases, social media, some advertising).

D3.4 The present corporate communications model does not include centralized support for internal communications, media advertising purchase or placement, or graphic design.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Consulting Services for the Review of the City of Winnipeg's Corporate Communications Function.

D4.2 The major components of the review shall:

- (a) make recommendations regarding the mandate of corporate communications;
- (b) identify budget allocations toward communications/public consultation/public engagement, (including those funded by Capital Budgets);
- (c) include discussion on all aspects of innovative, forward focused public sector communications models / services, including:
 - (i) proactive and strategic internal and external communications planning;
 - (ii) strategic utilization of current and emerging web and social media tools;
 - (iii) alignment with municipal customer service mechanisms (311);
 - (iv) emergency preparedness and response communications;

- (v) innovative public engagement and participation;
- (vi) media relations and media monitoring;
- (d) recommend a governance model for Corporate Communications within the organization;
- (e) undertake a comparison with other municipalities and their organization structures, including complement, scope of responsibilities (central vs. decentralized model); best practice in communications;
- (f) discuss / recommend the technologies / communication mediums necessary to operationalize the model and optimize our communications activities with the residents of Winnipeg, City Council, the media, and other stakeholders.

D4.3 The Consultant shall provide a report, to the Contract Administrator, detailing the information provided in D4.2.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Contract Administrator:

- (a) information provided to the Consultant by the City or acquired by the Consultant 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.

D5.4 A Consultant who violates any provision of D4.3 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Notwithstanding C15.3 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 PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 The Consultant 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 to remain in place at all times during the performance of Services;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- D8.2 Deductibles shall be borne by the Consultant.
- D8.3 The Consultant 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 Services on the Site but in no event later than the date specified in D8.1(a) for the return of the executed Contract.
- D8.4 The Consultant 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.
- D8.5 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.6 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.7 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract.
- D8.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Consultant shall commence the work on the site within seven (7) working days of receipt of the notice of award.

D10. TOTAL PERFORMANCE

- D10.1 The Consultant shall achieve Total Performance by a timeline established with the Contract Administrator and the Selection Committee. It is expected the project will begin immediately upon selection of the successful Bidder.

D11. INDEMNITY

D11.1 Further to C12.2, the Consultant shall save harmless and indemnify the City in the amount of the Contract value.