

# THE CITY OF WINNIPEG

# **REQUEST FOR PROPOSAL**

RFP NO. 564-2009

PROVISION OF SPONSORSHIP SOLICITOR AND EVENT PLANNER

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### PART B - BIDDING PROCEDURES

#### B1. CONTRACT TITLE

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#### B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 6, 2009.
- 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 D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the 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 <u>http://www.winnipeg.ca/matmgt/bidopp.asp</u>
- 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 B17.1.

- 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) Detailed Prices;
  - (c) Campaign Proposal;
  - (d) Portfolio.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original").
- B7.4 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 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.** QUALIFICATION

- B9.1 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.
- B9.2 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 <u>http://www.winnipeg.ca/matmgt/debar.stm</u>
- B9.3 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);
- (d)
- B9.4 The Bidder shall provide, in his Proposal:
  - (a) Qualifications/Professions Experience of the Bidder;
  - (b) Personal Profiles on individuals assigned to the project, and any subcontractors.
- B9.5 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.
- B9.6 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.

#### B10. DETAILED PRICES

- B10.1 The Bidder shall state detailed prices in Canadian funds, which shall be the basis for payment, as follows:
  - (a) Provide a pricing methodology. Pricing should be presented as hourly rates assigned to each task, and should identify any retainer.
  - (b) Indicate commission rates, for the Work identified in E2.1 and E2.2
  - (c) Disbursements including, but not limited to, printing, photocopying, fax charges, long distance charges, incidentals, couriers, etc., should be identified separately;
- B10.1.1 Notwithstanding C11.1.1, Detailed 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.
- B10.2 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.
- B10.3 Prices from Non-resident Bidders are subject to a Non-resident Withholding Tax which shall be a percentage of fees.
- B10.4 Fees must remain fixed until September 30, 2010.

#### B11. CAMPAIGN PROPOSAL

- B11.1 Bidders shall submit a corporate proposal detailing the Bidder's ability to effectively manage this specific type and scope of campaign and should include the following:
- B11.2 The City requires an outside Contractor to perform two functions, either a single Contractor for each function or two different Contractors for each of the two functions as follows:
  - (a) Special Event Planner shall:
    - be required to work in collaboration with a steering committee of volunteers and City staff to plan and coordinate special events intended to promote specific policies and programs of the City of Winnipeg.
    - (ii) have relevant event planning experience and shall provide details and references for the City to contact;
    - (iii) submit information regarding event planning experience related to the specific event;
    - (iv) submit information regarding the success or visibility of past projects.
  - (b) The Sponsorship Solicitor shall

- be required to work in collaboration with a steering committee of volunteers and City staff to solicit sponsorships to support specific special events intended to promote specific policies and programs of the City of Winnipeg.
- (ii) have had relevant sponsorship solicitation experience and shall provide details and references for the City to contact;
- (iii) submit information regarding sponsorship solicitation experience related to the specific event;
- (iv) submit information regarding past successes.

#### B12. PORTFOLIO

B12.1 Bidders shall include a minimum of two (2) samples of similar campaigns that demonstrate capability of the Bidder. Samples can be returned following vendor selection, if requested. An example of similar campaigns would be "Bike to Work Day".

#### 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);
    - (ii) desirable features (^%);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9:
    - (i) mandatory qualifications (pass/fail);
    - (ii) desirable qualifications (^%);
  - (c) Detailed Prices30%.(d) Campaign Proposal40%;(e) Portfolio30%;
- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B18.4 Further to B18.1(c), Detailed Prices will be evaluated with a weighting of 30 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 30 points, and the second lowest Bidder and subsequent Bidders shall be prorated accordingly.
- B18.5 Further to B18.1(d), the Campaign Proposal will be evaluated considering the information submitted for the following:
  - (a) The Special Event Planner experience related to the specific event shall be evaluated rated out of ten (10) possible points.
  - (b) The Special Event Planner events shall be evaluated on the success or visibility and shall be rated out of ten (10) possible points.
  - (c) The Sponsorship Solicitation experience related to the specific event shall be evaluated rated out of ten (10) possible points.
  - (d) The Sponsorship Solicitation experience shall be evaluated on the Bidder's success and shall be rated out of ten (10) possible points.
- B18.6 Further to B18.1(e), the Portfolio will be evaluated considering the information submitted.
- 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 <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Services*.

### PART D - SUPPLEMENTAL CONDITIONS

#### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Provision of Sponsorship Solicitor and Event Planner from date of award to September 30, 2010.
- D2.1.1 Projects are estimated to be in approximate scope as the "Bike to Work Day" campaign.
- D2.2 The major components of the Work are as follows:
  - (a) collaboration with a steering committee of volunteers and City staff to plan and coordinate special events intended to promote specific policies and programs of the City of Winnipeg;
  - (b) collaboration with a steering committee of volunteers and City staff to solicit sponsorships to support specific special events intended to promote specific policies and programs of the City of Winnipeg.

#### D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Kevin Nixon Active Transportation Coordinator 101-1155 Pacific Avenue Winnipeg MB R3E 3P1

Telephone No. (204) 986-4966 Facsimile No. (204) 985-7020

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. CONTRACTOR'S SUPERVISOR

- D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D4.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### D6. NOTICES

D6.1 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 address or facsimile number:

The City of Winnipeg Chief Financial Officer Administration Building, 3rd Floor 510 Main Street Winnipeg MB R3B 1B9 Facsimile No.: (204) 949-1174

#### SUBMISSIONS

#### D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

#### D8. SUBCONTRACTOR LIST

D8.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

#### SCHEDULE OF WORK

#### D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14; and
    - (iii) the Subcontractor list specified in D8.

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

#### CONTROL OF WORK

#### D10. JOB MEETINGS

- D10.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D10.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

#### D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D11.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

#### MEASUREMENT AND PAYMENT

#### 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.

#### D13. PAYMENT SCHEDULE

D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### WARRANTY

#### D14. WARRANTY

D14.1 Warranty is as stated in C12.

### FORM J: SUBCONTRACTOR LIST

(See D8)	
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### PROVISION OF SPONSORSHIP SOLICITOR AND EVENT PLANNER

Name	Address
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### **PART E - SPECIFICATIONS**

#### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- 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 Event Planner Solicitor shall follow the Project Charter, developed in collaboration with the event steering committee in accordance with the following requirements (sample attached in Appendix A).
  - (a) A vigorous promotional campaign is carried out to ensure that the public is aware of the specific event and a target number of the public is convinced to participate;
  - (b) Distribution of media communications and coordinating political involvements;
  - (c) Ensuring the specific venue is set up and all necessary materials are provided;
  - (d) Final Report detailing the success of the project and any recommended changes for the next year.
- E2.2 The Sponsorship Solicitor will be responsible for the delivery of the following:
  - (a) A list of potential sponsors along with a record of contact with each and amount of sponsorship if any;
  - (b) Development of a formal Sponsorship Package, including a cover letter, brief explanation of the event, a variety of sponsorship levels, photos of sample logo placement opportunities, and a press release regarding the event;
  - (c) Final Report detailing the success of the project and any recommended changes for the next year.

Specifications Page 2 of 2

### Appendix A



#### Summary

This document ensures that all stakeholders understand what to expect from the project, why it is being undertaken, and the way it will be managed.

# 1. Version History

Version	Date	Change
0.01	2009-04-01	First draft

### 2. Problem / Need

**Currently**, many people are not aware that biking is an appropriate commuting choice. **We need** to show Winnipeggers how great it is to use their bikes as transportation.

# 3. Objectives & Scope

- Encourage as many Winnipeggers as possible to choose to ride their bicycles to work and back on June 19, 2009
- Highlight the 2009 City of Winnipeg Active Transportation Plan
- Demonstrate the need for continued improvements toward safer and more convenient cycling in Winnipeg

### 4. Deliverables / measurement

- Pancake breakfast / media event on BTWD
- Establish counting stations at access points ("choke points") on BTWD.
- Establish four to six access points as Energy Stations with refreshments, t-shirts, and other swag to hand out.
- Hold an end-of-day social event for volunteers and organizers

Deliverable	Measure		
People commute by	<ul> <li>Count Bike Buddies established</li> </ul>		
bike	<ul> <li>Count cyclists at access points on May 30 and June 19</li> </ul>		
	<ul> <li>Count cyclists at the Forks on June 19</li> </ul>		
	<ul> <li>Count registrations</li> </ul>		
	<ul> <li>Count at key bike parking locations (optional)</li> </ul>		
People are aware of	Count earned media events		
the event	<ul> <li>Count sponsor contacts made</li> </ul>		

Deliverable	Measure		
People feel good about event and commuter cycling	<ul><li>Count cyclists at all access points on June 26</li><li>Follow-up e-mail survey of enrolled participants</li></ul>		

# 5. Strategy

- Enlist riders through on-line signup registry
  - Ensure that waivers are part of registration and that all organized activities are only open to registered participants
- Enlist representatives of all levels of government, dignitaries, and personalities to be paired up and ride with Bike Buddies
- Hire an event planner to perform a lot of the detailed work
- **Develop a comprehensive advertising campaign**. Enlist key sponsors for graphics and advertising opportunities i.e. Manitoba Lotteries (MLC), Assiniboine Credit Union (ACU), and Manitoba Public Insurance (MPI)
- Enlist food and beverage companies to set up, stock, and run Energy Stations
- Enlist media partners to promote event
- Hold pre-BTWD media event(s)
- Promote use of the Winnipeg Cycling Map 2009

### 6. Project Team

Role	Name	Responsibilities (Ensure that)	
Event Planner	?	<ul> <li>what sponsors get for their support and a strategy for approaching them is developed</li> </ul>	
		<ul> <li>sponsorship support is solicited &amp; agreements negotiated</li> </ul>	
		<ul> <li>volunteer requirements and assignments are organized</li> </ul>	
		<ul> <li>complete, transparent financial accounting is maintained</li> </ul>	
		<ul> <li>consultation assistance to Project Manager is provided</li> </ul>	
		<ul> <li>distributive administrative tasks are performed (e.g. sending sponsorship e-mail and faxes)</li> </ul>	
		<ul> <li>sponsorship contact list is established and documented</li> </ul>	
		<ul> <li>Final report of the project is written</li> </ul>	
		<ul> <li>a log of work hours and activities is maintained</li> </ul>	
Workplace Coordination	?	<ul> <li>all Commuter Challenge employers are informed of Bike to Work Day and the top 5 things employers can do to prepare for their employees cycling to work.</li> </ul>	
Website	?	<ul> <li>a discussion forum for Project Team is developed and maintained</li> </ul>	
		<ul> <li>public website including sign-up database is developed and maintained (Ensure personal data collected is secure, Ensure that subscribers are clearly informed of how their enrollment will be used by Bike to the Future before they sign)</li> </ul>	

Role	Name	Responsibilities (Ensure that)	
Graphics	?	<ul> <li>t-shirts, posters, and banners are designed and printed</li> </ul>	
Buddy Maker	?	<ul> <li>elected officials, celebrities are identified, contacted, and paired- up with knowledgeable and experienced commuter cyclists</li> </ul>	
Entertainment	?	<ul> <li>entertainment is provided at the breakfast</li> </ul>	
Volunteers	?	Sufficient volunteers are on-hand to support the event activities	
		<ul> <li>Volunteers understand what is expected and have materials and knowledge necessary to achieve those expectations</li> </ul>	
Project Sponsor		<ul> <li>the project is authorized and supported</li> </ul>	
Public liaison		all public officials are informed (e.g. police, public works)	
Project		Ensure all deliverables are met to the timetable and constraints	
Manager		Communicate project situation and progress to Project Team	
Education		<ul> <li>participants know what they need to know about safety, security, and route planning</li> </ul>	
		<ul> <li>there is BttF safety information presented at Forks breakfast</li> </ul>	
		<ul> <li>brochures and web pages are developed &amp; available</li> </ul>	
		Bike Buddies have fundamentals training before event	
Pancake Breakfast		<ul> <li>a pancake breakfast for 300 with bike valet at the Forks on the morning of BTWD (with Downtown Biz / Forks) is organized</li> </ul>	
Metrics		<ul> <li>counts and surveys are performed to quantify the difference this day makes</li> </ul>	
		<ul> <li>counting stations are established at access ("choke") points</li> </ul>	
Bike shops / Giveaways /			
Energy stations		Collect, store, and distribute other swag	
Communication		<ul> <li>t-shirts are stored and distributed</li> </ul>	
/ Media		<ul> <li>stakeholders are aware of what's going to happen</li> </ul>	
		<ul> <li>message is managed (i.e. What's read / heard / seen about event)</li> </ul>	

# 7. Communication

Stakeholder	Communication strategy
Project Team	<ul> <li>Weekly meetings, Google groups, Phone list</li> </ul>
Enrolled riders	<ul> <li>E-mail only as needed (e.g. a few days before, day before, confirmation)</li> </ul>
Bike buddies	<ul> <li>Pre-event informational meeting, e-mail</li> </ul>
Employers	Via Commuter Challenge
Public	<ul> <li>Advertising: posters, electronic media, media events</li> </ul>

# 8. Boundaries (constraints)

- Bike to Work Day will be on June 19, 2009
- We have \$20,000 promised from City of Winnipeg

- In order for a sponsor to be accepted, they must agree to promote the event within their own organization
- Visible, public recognition must be given to the project owner (Bike to the Future), Project Sponsor (City of Winnipeg), and key contributors (Climate Change Connection, Resource Conservation Manitoba, Manitoba Cycling Association, Winnipeg Trails Association, Marr Consulting)
- We will avoid sponsor (financial and media) resource conflicts with Commuter Challenge (i.e. MTS, MB Hydro, Investors Group, Great West Life, Fairmont Hotel, MEC)

# 9. Assumptions & Risks

- There will be no rain on Bike to Work Day
- We will have access to seed money to enable cash flow
- There will be no legal or financial liabilities for the Project Team members associated with this project

# 10. Project Milestones

Milestone	Target Date	Leader
Key sponsors enlisted		
Publicity campaign finalized		
Energy Station sponsors finalized		
Celebrity participant list finalized		
Bike buddies identified & paired up		
"7-day Countdown" media event at City Hall		
Map of Energy Stations on-line		
Riders skills clinic at Millennium Library		
1 Forks Breakfast and 14 Energy Station banners delivered to Sport Manitoba		
Key sponsor T-shirts delivered to Sport Manitoba		
Volunteer t-shirts delivered to Sport Manitoba		
Energy Station items delivered to Sport Manitoba (i.e. lawn signs, banners, clipboards, signup sheets, count sheets, pens/pencils, volunteer instructions)		
Energy Station item pickup by captains		
Rainy day / Sunny day decision	June 18	
<b>Pre-event set up</b> - Bike racks, tables, stanchions, banners, stage, compost bins delivered to Forks		
Forks Breakfast / E. Stations / Buddies / Counts / Volunteer event	June 19	
Post-event follow-up		