



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 75-2009

**FOR A BRANDING AND PROMOTIONS STRATEGY FOR THE CITY OF
WINNIPEG'S *PLAN WINNIPEG* REVIEW PROCESS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FOR A BRANDING AND PROMOTIONS STRATEGY FOR THE CITY OF WINNIPEG'S *PLAN WINNIPEG* REVIEW PROCESS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 2, 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 D6.1.

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 <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Qualifications and Experience;
 - (c) Campaign Proposal;
 - (d) Portfolio;
 - (e) Fees.
- B6.2 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.
- B6.2.1 Bidders should submit one (1) unbound original (marked "original") and four (4) copies.
- B6.3 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B6.5 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.5.1 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.
- B6.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.7 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

- 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 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.

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 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.

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. CAMPAIGN PROPOSAL

B8.1 Bidders shall submit a corporate proposal detailing the Bidder's ability to effectively manage this specific type and scope of campaign.

B9. PORTFOLIO

B9.1 Bidders shall include a minimum of 2 samples of similar campaigns that demonstrate capability of the Bidder. Samples will be returned following vendor selection, if requested.

B10. FEES

B10.1 The Bidder shall submit a detailed listing of all fees and costs associated with the recommended campaign. No claim shall be made by the successful Bidder for payment of service and/or materials not identified in the Proposal Submission.

B10.1.1 Notwithstanding C11.1.1, Fees 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 Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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.
- 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; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B11.4 The Bidder shall provide, in his Proposal:
 - (a) Qualifications/Professional Experience of the Bidder;**
 - (b) Personal Profiles of individuals assigned to the project, and any Subcontractors.**
- B11.5 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.
- B11.6 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.
- B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B12.1 Proposals will not be opened publicly.
- B12.2 After award of Contract, the name(s) 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 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 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 Proposal after the Submission Deadline but before his 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 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; | Pass/Fail |
| (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 and B6.1(b) and B6.1(d); | 40% |
| (c) Campaign Proposal | 20% |
| (d) Fees | 40% |

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 Proposal or in other information required to be submitted, that he is responsible and qualified.

B17.4 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.

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 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.

B18.6 Acceptance of any Purchase Order confirms that all material created for this Contract, be it conceptual, written, illustrated, artwork, “digital or otherwise”, and that all rights to this creative material both present and future remain the property of the City of Winnipeg. The Contractor is responsible for the prompt delivery of any Contract components that may be requested to be returned to the City of Winnipeg.

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 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. PURPOSE

D2.1 The purpose of this RFP is to invite qualified Bidders to submit proposals for the development and execution of a comprehensive branding and promotions strategy for the City of Winnipeg's upcoming *Plan Winnipeg* Review Process and Document. This strategy will advance the overall theme of the review process and document by:

- (a) Establishing a brand to draw attention and interest to the process and document;
- (b) Distilling key messages; and
- (c) Identifying tools – both traditional and contemporary – to promote stakeholder and wider public interest, engagement and participation in the review process.

D2.2 *Plan Winnipeg (Official Plan)* Branding and Promotions Strategy

D2.2.1 *Plan Winnipeg* is a blueprint for the future of our City. The *Plan Winnipeg* review process, which will be conducted over the next 24 months, needs to engage citizens, businesses and governments. The Plan will serve not only to document our shared vision, but to map out our plan for action over the next 25 years.

D2.2.2 An effective review process must include a public outreach and citizen engagement campaign that is comprehensive, timely and inclusive. The branding and promotions strategy will utilize a variety of proven and innovative methods to share information and raise awareness, seek public input, facilitate interaction and gather ideas.

D2.2.3 The strategy should serve as a catalyst for participation and enthusiasm regarding this important process for our City. The components of the strategy should communicate: the purpose and value of the process; the importance of the new *Plan Winnipeg* document; and promote the City's key goals.

D3. SCOPE OF WORK

D3.1 The work to be done under the contract shall consist of:

Deliverables:

Phase 1 – Consultation, Analysis, Brand Definition

- (a) Identify and document key features of the strategy
- (b) Develop and document key messaging

Phase 2 – Brand and Promotions Development

- (a) Determine how the branding and promotions strategy will guide each phase of the review process
- (b) Develop corresponding visual identity and new media / technology guidelines
- (c) Develop a *Plan Winnipeg* Review web page which incorporates cutting edge content and public networking tools – including, but not limited to, blogs, forums, web TV, and surveys

Note- *this web page design and content must meet technological and design requirements that allow it to be successfully integrated into the City of Winnipeg's site (winnipeg.ca)*

Phase 3 – Implementation & Rollout

- (a) Develop a 24-month implementation plan, that guides the use of the promotional tools identified, and aligns with the overall Project Plan for the *Plan Winnipeg* Review process
- (b) Work with the *Plan Winnipeg* Review Project team to implement and adjust this plan as appropriate
- (c) Identify future opportunities for use of the branding and promotional tools

D3.2 The following data is provided for the information of Bidders:

D3.2.1 The City of Winnipeg is currently developing a new Official Plan to replace *Plan Winnipeg 2020 Vision* - which was adopted in 2001. This new Plan will be developed with considerable community input and will ultimately result in a new 25-year blueprint for the City's desired future;

D3.2.2 Branding of the *Plan Winnipeg* initiative will be undertaken in order to create a project identity that is unique, identifiable and captures the essence of the initiative;

D3.2.3 Branding the *Plan Winnipeg* initiative should result in the development of a project signature, which should include a logo and summary tagline. This signature will be used on all *Plan Winnipeg* initiative communications, both internally and externally. This will ensure that *Plan Winnipeg* materials are easily identifiable, unique and consistent;

D3.2.4 The successful proponent will also develop a series of sub-signatures that are consistent with the project signature, but specific to the individual components of the *Plan Winnipeg* Review Initiative, including:

- (ii) The *Call to Action* vision document;
- (iii) A Municipal Land Use and Development Plan, including a:
 - Sustainable Transportation Strategy*;
 - Sustainable Infrastructure Strategy* and other key strategies.

D3.3 The branding exercise should also result in a collection of images that "tell a story" or capture key elements of the *Plan Winnipeg* Initiative.

D3.4 The successful proponents will work with the *Plan Winnipeg* Project Review team to identify a comprehensive list of key stakeholders.

Additional Phases

D3.5 The City reserves the right to negotiate additional phases of work with the successful Bidder.

D4. SCHEDULE OF WORK

D4.1 It is intended that this project follow a phased approach.

Phase 1 – Consultation, Analysis, Brand Definition - complete by February 28, 2009

Phase 2 – Brand and Promotions Development - complete by March 31, 2009

Phase 3 – Implementation & Rollout – complete by April 8, 2009

D4.2 Supplier must commit the necessary resources to meet the timing requirements of the project.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“may”** indicates an allowable feature which will not be evaluated;
- (b) **“must”** or **“shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (c) **“Proposal”** means the offer contained in the Proposal Submission;
- (d) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (e) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (f) **“should”** indicates a desirable feature which will be evaluated on a relative scale.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Terry Aseltine
Corporate Communications
3rd Floor, 510 Main Street
Winnipeg MB R3B 1B9
Telephone No. (204) 986-5963
Facsimile No. (204) 949-1174

D6.2 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.

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D7.1 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.

D7.2 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.

D7.3 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.

D8. NOTICES

D8.1 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

D9. INDEMNITY

D9.1 Notwithstanding C16, the Contractor shall indemnify the City for the Contract value.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

D10.1 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.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 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.

D11.2 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 D10;

D11.3 The City intends to award this Contract by February 6, 2009.

WARRANTY

D12. WARRANTY

D12.1 N/A