



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 829-2008**

**PROVISION OF CONSULTING SERVICES FOR THE DEVELOPMENT AND  
VALUATION OF ADVERTISING AND SPONSORSHIP OPPORTUNITIES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF CONSULTING SERVICES FOR THE DEVELOPMENT AND VALUATION OF ADVERTISING AND SPONSORSHIP OPPORTUNITIES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 18, 2008.

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 internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site 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 B20.

- 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 B8.5, deviations inconsistent with the Proposal document shall be evaluated in accordance with B20.1(a).

## **B7. BACKGROUND**

- B7.1 The City of Winnipeg is the Capital city of the Province of Manitoba with a population of over 650,000. Composed of a broad range of diverse neighbourhoods and communities with numerous attractions (from arts and culture to sports and entertainment), Winnipeg is recognized as one of Canada's finest places to live, work and play. The City of Winnipeg employs over 8,000 people and provides a full range of municipal services to the citizens of Winnipeg.
- B7.2 On November 21, 2007, Winnipeg's City Council approved the City of Winnipeg Sponsorship Policy (see Appendix A). The primary objective of the Sponsorship Policy is to provide public-spirited individuals, businesses, corporations, foundations, and community groups with the opportunity to sponsor the delivery of public services in return for the benefits associated with the marketing of City services. The City of Winnipeg's Sponsorship policy is further designed to support the City's commitment to deliver high quality public services to the citizens of Winnipeg while ensuring that sponsorships are done in a tasteful and responsible manner.
- B7.3 The City of Winnipeg also currently provides advertising opportunities at City owned and operated facilities, on public transit, and through published material such as the Leisure Guide. The City is looking to expand its base advertising revenues by enhancing existing advertising vehicles and by identifying additional opportunities.

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Detailed Prices;
  - (c) Executive Summary;
  - (d) Proposed Methodology;
  - (e) Project Team.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B8.3 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.
- B8.3.1 Bidders should submit one (1) unbound original (marked "original") and five (5) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 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.

B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.8 Proposals shall be submitted to:

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

## **B9. PROPOSAL**

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 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.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 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.

## **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, complete with a time allotment for each task you propose to employ to carry out the Work of E2.4 (a) to (e). Pricing should be presented as hourly rates for staff to be assigned to each task, and should identify any retainer.
- (b) Indicate commission rates, for the Work identified in E2.4(f) and (g).
- (c) Disbursements including, but not limited to, printing, photocopying, fax charges, long distance charges, incidentals, couriers, etc., should be identified separately;
- (d) Travel and related expenses including airfare, accommodations, meals, incidentals, mileage, parking etc. should also 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 for a period of eighteen (18) months from the date of award of Contract.

## **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 internet site 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 submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.



## **B12. EXECUTIVE SUMMARY**

B12.1 The Bidder should provide an Executive Summary which includes:

- (a) a brief description of the Bidder's organization; and
- (b) a summary of the Bidder's understanding of The City of Winnipeg's expectations including:
  - (i) understanding of Project context;
  - (ii) appreciation of the Project scope;
  - (iii) understanding of the Project deliverables; and
  - (iv) key assumptions.

B12.1.1 Bidders should limit the Executive Summary to a maximum of four (4) pages

## **B13. PROPOSED METHODOLOGY**

B13.1 The Bidder should provide their proposed methodology and approach to the Project which should include:

- (a) a description of the Bidders understanding of the Scope of Work and vision, and how these will be achieved;
- (b) a detailed proposal of what will be delivered by the Bidder, including the expected outcome and benefits to the City;
- (c) a complete definition of the process that will be employed to meet the objectives of this Project, e.g., approach to be taken, feasibility and market study, etc.;
- (d) a detailed Project Plan that reflects the proposed methodology and approach to the Work.
  - (i) The plan should include a project schedule which considers the timelines in E2.4, E2.5 and E2.6. All proposed major start dates, end dates, review and approval points and major milestone dates should be shown.
  - (ii) The plan should identify interim and final deliverables and their respective delivery dates, in consideration of critical stages identified, along with the Bidder's resources that will be applied to the Work.
- (e) identification of all facts and assumptions made by the Bidder in developing the Proposal and the relevance that these facts and assumptions have had on the proposed methodology, fees for service, and team composition (e.g., data availability, level of involvement of City staff, etc.);
- (f) a detailed description of any information, resources, or services required to be provided by The City of Winnipeg.

## **B14. PROJECT TEAM**

B14.1 A description of the Bidder's proposed Team should include:

- (a) a complete listing of all key personnel who will be assigned to this Project;
  - (i) This will include their relevant experience, qualifications for this Project, roles and responsibilities, leadership, etc., in addition to their availability for this Project.
- (b) identification of the overall Project Team leader, their strengths as well as the unique strengths of the team;
- (c) an overall organizational chart of your proposed team for the Project, identifying each position by title, the role of each position, and specifying which individuals are committed to each position, including subcontractors, if any;
- (d) an explanation of how the team will work together in meeting the needs of the Project;
- (e) a minimum of three (3) client references, for the organization, from projects of a similar size scope and nature. Each reference shall consist of a company name, contact name, email address, phone number and a brief description of the project and value.

- B14.2 The Bidder's proposed Team should include personnel who:
- (a) have excellent research and interview skills, and have superior skills in advertising and sponsorship strategy development and action planning;
  - (b) are proficient in developing complete and comprehensive advertising and sponsorship (including both naming and non-naming rights) strategies with dedicated action plans;
  - (c) have experience in working successfully with members of municipal government and in a municipal setting;
  - (d) have extensive experience in the advertising and sponsorship industries with national and international reach;
  - (e) have local knowledge & participation.

**B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B15.1 Proposals will not be opened publicly.
- B15.2 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 internet site at <http://www.winnipeg.ca/matmgt>.
- B15.3 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.
- B15.4 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.

**B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 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.

**B17. WITHDRAWAL OF OFFERS**

- B17.1 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.
- B17.1.1 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.
- B17.1.2 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.
- B17.1.3 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 B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 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.

## **B18. INTERVIEWS**

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with Bidders.

B19.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal; the City will not necessarily pursue negotiations with any Bidder.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:
  - (i) mandatory qualifications (pass/fail);
- (c) Detailed Prices (40%);
- (d) Executive Summary (5%);
- (e) Proposed Methodology (35%);
- (f) Project Team (20%);
- (g) economic analysis of any approved alternative pursuant to B6;

B20.2 Further to B20.1(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.

B20.3 Further to B20.1(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.

B20.4 Further to B20.1(c), the Detailed Prices will be evaluated considering the time allotment and hourly rates, retainer and commission fees and other fees and disbursements submitted.

B20.5 Further to B20.1(d) the Executive Summary will be evaluated considering the Bidder's organization and their understanding of the City of Winnipeg's expectations.

- B20.6 Further to B20.1(e) the Proposed Methodology will be evaluated by considering the Bidder's approach to advertising and sponsorship development and valuations.
- B20.7 Further to B20.1(f) the Project Team will be evaluated based on the Project Team organization, qualifications and experience of team members and references of the organization.
- B20.8 This Contract will be awarded as a whole.

**B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.
- B21.3.1 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.
- B21.4 The City intends to award this Contract by January 15, 2009.
- B21.5 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.
- B21.6 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 internet site at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the Provision of Consulting Services for the Development and Valuation of Advertising and Sponsorship Opportunities for the period of eighteen (18) months from the award of contract, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.2 The major components of the Work are as follows:

- (a) Valuation of Advertising and Sponsorship Opportunities
- (b) Project Schedule
- (c) Deliverables
- (d) Promotion and Communication
- (e) Negotiation

D2.3 The Contractor will be required to work closely with City staff to develop a comprehensive Advertising and Sponsorship program. The Work will begin with enhancing advertising opportunities and promoting naming right opportunities to City facilities, but evolve over time to include advertising and sponsorship opportunities for all City programs, services, and other amenities. The Advertising and Sponsorship Program will include a focused and forward-thinking implementation plan, and the Contractor will provide ongoing support and guidance to the City.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Mr. James Allum  
Senior Consultant  
Strategic Management Division  
CAO Secretariat  
3<sup>rd</sup> Floor, 510 Main Street  
Telephone No. (204) 986-4265  
Facsimile No. (204) 949-1174

D3.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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

D4.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D4.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D4.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **D5. NOTICES**

D5.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following 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**

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

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. INSURANCE**

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause and contractual liability cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work; such insurance may be met through the commercial general liability cover where applicable;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

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

## **SCHEDULE OF WORK**

### **D8. COMMENCEMENT**

D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

- D8.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the insurance specified in **Error! Reference source not found.**
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## CONTROL OF WORK

### D9. JOB MEETINGS

- D9.1 Regular job meetings will be held. 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.
- D9.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

### D10. DEFICIENCIES

- D10.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

## MEASUREMENT AND PAYMENT

### D11. PAYMENT

- D11.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D11.2 Notwithstanding C11, payment shall be in accordance with the following payment terms:
- (a) 50 % of Retainer after submission and approval of the report as identified in E2.9(a) ;
  - (b) 50 % of Retainer after submission and approval of the report as identified in E2.9(b);
  - (c) upon successful completion of each individual sponsorship agreement(s), the Contractor will be paid their commission rate as identified in B10.1(b).

### D12. PAYMENT SCHEDULE

- D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.



## **WARRANTY**

### **D13. WARRANTY**

D13.1 Warranty is as stated in C12.

## **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 City of Winnipeg requires external expertise to implement the City of Winnipeg Sponsorship Program and to enhance the City's advertising revenues by providing expertise in the valuation of advertising and sponsorship opportunities, the overall marketing of the advertising and sponsorship program, and the development of sponsorship agreements.
- E2.2 The Services should include the development and oversight of the Advertising and Sponsorship program for the City of Winnipeg including the following, and anything else identified by the Bidder to be necessary for a successful Advertising and Sponsorship Program.

### **VALUATION**

- E2.3 The Contractor shall:
- (a) provide a report with a complete inventory and value of all advertising opportunities and sponsorable assets (naming and non-naming) either individually or strategically bundled;
  - (b) provide a targeted list of naming sponsors and partners including an assessment tool that can measure for 'best fit' for prospective sponsors;
  - (c) identify issues and/or challenges that may impede maximizing revenue potential within the current environment;
  - (d) recommend realistic advertising and sponsorship sales goals with qualifiers and identification of sponsor fulfillment strategies to acknowledge contributions;
  - (e) review current advertising practices and identify new advertising opportunities;
  - (f) identify all benefits, both tangible and intangible, that can be offered by the City in return for advertising, sponsorships, agreements and/or naming rights.

### **PROJECT SCHEDULE**

- E2.4 The Work is to be completed within eighteen (18) months of Contract award with Work commencing as soon as possible after award.
- E2.5 The items identified in E2.9 should be completed within four (4) months of the award of contract.
- E2.6 The City intends to award this Contract by the date specified in B21.4.

### **PROMOTION AND COMMUNICATION**

- E2.7 The Contractor shall:
- (a) develop a comprehensive marketing strategy for the advertising and sponsorships (naming and non-naming rights of assets);
  - (b) assist in developing opportunities within the City of Winnipeg sponsorship inventory;
  - (c) develop policy recommendations to streamline and enhance advertising and sponsorship objectives;
  - (d) develop a strong sales and negotiation approach and position for the City;

- (e) work with City staff to develop strategic information and marketing tools required to promote and sell advertising opportunities and sponsorships;
- (f) enhance existing advertising practices and identify undeveloped and new advertising opportunities that will significantly enhance revenues to the City; and
- (g) provide ongoing advice, direction and recommendations to the City with respect to the advertising and sponsorship opportunities.

## **NEGOTIATION**

E2.8 The Contractor shall assist City staff in negotiating advertising and sponsorship agreements.

## **DELIVERABLES**

E2.9 The Contractor shall provide;

- (a) a complete report identifying the full range of City advertising and sponsorship opportunities and the projected appraised value of each.
- (b) a fully developed and implemented marketing strategy for advertising and sponsorship opportunities including but not limited to:
  - (i) a complete report outlining the strategic plan for the marketing of City advertising and sponsorship opportunities;
  - (ii) appropriate multi-media tools and information adapted to a variety of audiences for the marketing of City advertising and sponsorship opportunities;
  - (iii) all background and resource lists, and any applicable database in original software format, minutes of meetings and workshop results, survey summaries and analyses, etc.

## APPENDIX A

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**Appendix A**

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**The City of Winnipeg  
City of Winnipeg Sponsorship Policy**



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**POLICY STATEMENT**

In keeping with the City of Winnipeg's values, vision and mission, the City of Winnipeg welcomes sponsorships that enhance civic services and facilities.

**PURPOSE**

To establish a corporate sponsorship policy that supports the delivery of services to the public.

**DEFINITION**

A sponsorship is defined as a mutually beneficial business transaction in which an individual, business, corporation, foundation, or community group provides cash and/or in-kind services (or a combination thereof) to the City in return for access to the commercial marketing potential associated with the City service.

**SCOPE**

The Sponsorship Policy applies to all City programs (including equipment), services, projects, facilities, parks and park facilities, events or activities to ensure broadest possible appeal of the program

**PRINCIPLES**

The City of Winnipeg Sponsorship Policy is guided by the following principles:

**Transparency** – The City of Winnipeg Sponsorship Policy will be an open, fair and competitive process that will be managed through a Request for Sponsorship (RFS) process.

**Integrity** – The City of Winnipeg Sponsorship Policy will not accept sponsorships that may compromise the integrity of public services, may unduly commercialize public spaces or may promote activities which are contrary to Plan Winnipeg's vision for Winnipeg "To be a vibrant and healthy city which places its highest priority on quality of life for all its citizens."

**Business Case** – To ensure that the financial benefits to the City are in direct proportion to the marketing opportunity afforded to the sponsor, all sponsorships must demonstrate a mutually beneficial business case for both the City and the sponsoring partner.

- **Effectiveness** - Sponsorship opportunities must be shown to be in accord with the public interest and to have measurable outcomes to promote the transparency and integrity of the process.

## **PROCESS**

### **Inventory**

The City of Winnipeg will prepare a rolling inventory of assets, programs, services, events, activities or any other notion for which a sponsorship could be developed.

### **Request for Sponsorships**

In order to ensure that the City of Winnipeg Sponsorship Policy is open, fair and competitive, the City will utilize a Request for Sponsorship (RFS) process.

### **Approvals**

Council will approve the content of the RFS that proposes naming rights of a facility or asset prior to the release of an RFS.

The Chief Administrative Officer (or designate) will approve all other sponsorship agreements.

## **RESTRICTIONS**

The City reserves the right to restrict sponsorships to certain services and to exclude products and industries which are inconsistent with the principles outlined in this policy. In general, the following will not be considered for the City of Winnipeg Sponsorship Policy:

- 1) Companies that promote the use of tobacco and weapons or the sale of alcohol to underage youth.
- 2) Sponsorship or marketing concepts that stereotype or otherwise denigrate individuals or groups.
- 3) Sponsorship or marketing concepts that unnecessarily promote the commercialization of public space.
- 4) Parties involved in a lawsuit, or otherwise debarred from doing business.

## **EXCLUSIONS**

This policy does not apply to advertising opportunities sold by, or donations to, the City.