

Request for Proposals Cannabis Public Education Campaign

1. Introduction

The Liquor and Gaming Authority of Manitoba (“LGA”) is issuing this request for proposals (“RFP”) as part of its ongoing public education mandate. The purpose of the RFP is to solicit proposals from qualified design and/or marketing agencies (“candidates”) to provide creative services to develop new public education materials for a two-phased province-wide campaign: the first phase on the legal use of cannabis (“phase 1”) and the second phase on the responsible consumption of cannabis (“phase 2”). The creative services for both phases constitute the scope of work for this RFP (“project”). The successful candidate (“consultant”) will work closely with the LGA to ensure the creative meets the objectives described below. The LGA plans to run phase 1 beginning approximately mid-July 2018, prior to the legalization of cannabis, and phase 2 beginning approximately September 2018, following legalization. The date for legalization has yet to be determined, and campaign timelines may be adjusted when this is known.

2. Campaign Information

2.1. Background

The Liquor and Gaming Control Act mandates the LGA to educate Manitobans about responsible gambling and the responsible consumption of liquor. With the forthcoming legalization of cannabis, the LGA will become the Liquor, Gaming and Cannabis Authority of Manitoba and its responsibilities will expand to include provincial regulatory oversight of cannabis. Consequently, the LGA’s mandate will grow to include educating Manitobans about the responsible consumption of cannabis.

2.2. Objective

The objective of phase 1 is to communicate to adult Manitobans what the laws will be for purchasing and consuming cannabis, once it is legalized. The objective of phase 2 is to increase adult Manitobans’ awareness of strategies for consuming cannabis responsibly and in a low risk manner.

2.3. Target Audience

The target audience for these materials is adult Manitobans. For phase 1, the primary audience is particularly Manitobans who currently use cannabis for recreational purposes; use is currently higher among males and among Manitobans aged 30 years and under. Current users need information about the new cannabis laws to assist them with transitioning from using cannabis illegally to legal use. Information about how and where cannabis can legally be used is important.

For phase 2, the primary audiences are current users and potential users who are curious to try cannabis once it is legal (i.e. individuals who have never used cannabis or who tried it previously, but are not current users). The phase will provide broad safety messaging for all

users, regardless of experience, as users need information about low risk and responsible strategies to help them avoid harm.

2.4. Key Messages

Key messages include:

Phase 1

- 19 years is the legal age for consumption in Manitoba.
- Manitobans can have up to 30 grams of cannabis on their person in public.
- Cannabis cannot be consumed in public places.
- Growing cannabis at home is prohibited.

Phase 2

- Limit how often you use cannabis and how much you use.
- Use lower risk products (i.e. read labels and use products with lower THC levels).
- Do not use cannabis when you are consuming liquor.

Phase 2 will extend the LGA's *Know My Limits* suite of campaigns to cannabis public education. The LGA has previously run low risk, limit setting messaging related to liquor consumption and gambling. As part of this project, the consultant will create a *Know My Limits* brand to provide a more consistent identity to this suite of campaigns. This brand will be introduced through phase 2 and will be incorporated going forward when the LGA revises its liquor- and gambling-related public education materials.

Both phases must be engaging and factual. All materials must include the date at which cannabis becomes legal, which is yet to be determined. The phases should relate to each other creatively, such that it is clear that they are coming from the same source and form part of a suite of information.

2.5. Strategic Considerations

The goal of these public education materials is to inform adults about legal and responsible use of cannabis. It will be important to develop creative messages that resonate with the general adult population across Manitoba and are memorable to them. The public and media currently have many questions about what the legalization of cannabis will look like, and it will be important for these materials to answer questions, rather than lead to more confusion. The campaign will run in both English and French and it will be important to ensure messages and concepts come across appropriately in both languages. Government stakeholders beyond the LGA will use some of the materials, and all materials must be designed with this in mind.

2.6. Scope

The scope of work for the consultant is to provide creative services (concept development and copywriting), creative production (design and layout to final art or production stage) in English and French, and trafficking of the required elements. Media buying is not in scope and will be centrally coordinated by the LGA through Communications Services Manitoba.

Creative elements may include (but may not be limited to):

- Print collateral (e.g. billboards, transit advertising, newspaper advertising)
- Digital advertising (e.g. social media advertising, websites)
- Display materials for cannabis retail locations and other venues (e.g. posters)
- Creative elements should be adaptable for use on other vehicles.

2.7. Services Required

The consultant will work collaboratively with the LGA to develop comprehensive creative materials. The consultant will work with the LGA's Communications, Policy and Research Department and others as appropriate throughout all stages of the contract.

The consultant will be responsible for:

- Developing and producing a creative theme(s) in support of the project based on the creative briefs and guidance from the LGA.
- Attending client briefings and meetings, and participating in conference calls, as required.
- Adapting the theme(s) to each element and ensuring that all messaging is consistent and appropriate for the target audiences.
- Ensuring overall quality of copy elements from concepts to final materials, including any digital advertising creative materials and any other marketing materials in support of digital advertising activities.
- Ensure materials developed can be used or adapted by other government stakeholders.

The LGA has visual identity guidelines to be followed by the creative development team. The LGA will be responsible for providing copy direction and coordinating French translation/editing of creative materials. The LGA is also responsible to ensure that all creative materials and media placement follow provincial requirements.

2.8. Schedule

Event	Date
Candidate selected, begin creative development	May 15, 2018
Present Phase 1 creative design concept	June 4, 2018
Phase 1 design creative approved	June 15, 2018
Phase 1 adaptation, production and trafficking ¹	June 18 to July 13, 2018
Present Phase 2 creative design concept	July 16, 2018
Phase 2 design creative approved	August 3, 2018
Phase 2 adaptation, production and trafficking ²	August 6 to 31, 2018

¹ As required to meet advertising and placement deadlines. The LGA plans to run phase 1 starting in approximately mid-July 2018.

² As required to meet advertising and placement deadlines. The LGA plans to run phase 2 starting in approximately September 2018.

3. General Instructions

3.1. RFP Schedule

Event	Date
Issue RFP	April 23, 2018
Project proposal submission deadline	May 7, 2018 at 12:00 noon

The LGA anticipates that the consultant will be selected by May 15, 2018. Project work will begin as soon as possible once the contract is awarded.

3.2. Candidate Questions

The LGA will respond to questions from candidates in writing. Please direct questions by email to:

Lisa Hansen
Communications Analyst, LGA
lhansen@LGAmanitoba.ca

The LGA will respond via email to all candidate questions within two business days of receipt. The LGA will not address questions over the telephone.

Any candidates who wish to receive all questions and the corresponding responses must formally request this information. The LGA will provide questions received and responses to those who have requested this information, without revealing the sources of enquiries. Requests, which must include contact information, may be submitted by email to lhansen@LGAmanitoba.ca.

3.3. Project Proposal Submission

Candidates must submit one (1) copy of their project proposal by email to:

Lisa Hansen
Communications Analyst, LGA
lhansen@LGAmanitoba.ca

by 12:00 noon Central Time on May 7, 2018 ("submission deadline").

Information on pricing and costs must not be included with the rest of the project proposal. This information must be sealed in an envelope labelled "Compensation". Once the rest of the proposal is submitted by email, one (1) corresponding compensation envelope must follow by courier or personal delivery no later than 24 hours after the submission deadline. Compensation envelopes may be couriered or delivered to:

Lisa Hansen
Communications Analyst, LGA
800-215 Garry Street
Winnipeg, MB R3C 3P3

Information on pricing and costs must not be sent by email. Compensation envelopes will be opened and reviewed after all project proposals are evaluated.

Please note that the project proposal may be a maximum of 30 pages, including any cover pages and appendices. The "Compensation" information is not included in this page maximum.

4. Proposal Requirements

The LGA expects that proposals will reflect the uniqueness and strengths of the respective candidates. Although the LGA anticipates that proposals therefore will differ in format and content, all proposals must provide the information set out in this section.

Project Proposal Requirements

4.1. Candidate Experience and Qualifications

Proposals must address or answer how the marketing or design firm meets the following requirements:

- (a) Provide a brief history of the company, length of time in business, current number of employees and office location(s);
- (b) Demonstrate experience in developing integrated and effective social marketing and/or public education campaigns;
- (c) Demonstrate experience in developing compelling and effective public education creative; and
- (d) Include references for three (3) contracts for social marketing or public education materials. Please include the following information:
 - Client name and address
 - Contact name, email and telephone number
 - Brief project description
 - Duration of contract

Please note that the LGA may contact these references as part of the evaluation of proposals.

4.2. Team Experience and Qualifications

Proposals must address or answer how the proposed team meets the following requirements:

- (a) Provide a complete description of the project team and an explanation of the proposed roles and responsibilities of the personnel to be assigned to the project. The candidate's personnel must be identified by name and title, with a description of their relevant work experience and any credentials such as degrees or professional designations. Please note that biographies or curricula vitae, if included, should be 500 words or less per person;
- (b) Indicate the team members assigned, including the position and the number of person hours or days each individual will work on this project;
- (c) Demonstrate experience of the assigned team in managing bilingual campaigns for government or the public sector;
- (d) Demonstrate length of time the team has worked together;
- (e) Indicate the involvement of principals or leaders of the consulting team in the day-to-day management of this campaign;
- (f) Supply a list of partnerships, subcontractors and alliances relevant to the proposal, if any, and describe the rationale for using these partnerships, subcontractors and alliances as well as past project history of working together.

4.3. Methodology and Approach

Proposals must describe the candidate's understanding of the scope and objectives of the project and how it intends to perform the requested services. This must include how the candidate meets the following requirements:

- (a) Describe approach to developing creative materials for a client using multiple media platforms;
- (b) Describe the steps that will be taken to ensure creative meets deadlines and budget;
- (c) Provide an overview of how day-to-day operations of the work is performed and working with the client;
- (d) Describe approach to developing and producing creative materials for both official languages;
- (e) Provide ideas on how to best reach the target audience;

- (f) Provide a project timeline to indicate how campaign deadlines in subsection 2.8 will be met.

4.4. Pricing and Costs

Proposals must be structured in such a way that the cost of the entire proposal and the various components of that cost are clear. Proposals must include a total fixed cost for the entire project and the total number of person days or hours that is involved in this work, as well as a breakdown of proposed fees and expenses and a proposed payment schedule. If applicable, proposals may include options to allow the flexibility to modify the project based on budget.

Any assumptions made in responding to the pricing requirements must be clearly identified. If no assumptions are stated, the pricing proposed by the candidate will be deemed to be without any assumptions or conditions attached to that pricing. All travel expenses and other expenses that may be required must be financed from within the total fixed cost for the project. Candidates' policies in relation to expense reimbursement and escalation provisions for fees and expenses must be clearly stated in their proposals.

All pricing must be in Canadian funds. A detailed cost breakdown must be provided, with Manitoba provincial sales tax (if applicable) shown separately. The LGA is GST-exempt (R107863847).

All prices and costs must be guaranteed by the candidate for the 90 days following the submission deadline and higher prices and costs cannot be negotiated in the event the candidate is advised LGA desires to enter into contractual negotiations to implement the candidate's research plan.

Information on pricing and costs must not be included with the rest of the project proposal. This information must be sealed in a separate envelope labelled "Compensation". Compensation envelopes will be opened and reviewed after all project proposals are evaluated. Proposals that include information on pricing and costs within the rest of the project proposal will be disqualified.

5. Evaluation of Proposals

5.1. Evaluation Committee

Proposal evaluation and selection will be conducted by an evaluation committee comprised of select LGA staff and external resources where deemed appropriate by the LGA. All decisions on the degree to which a given proposal meets the evaluation criteria are entirely within the purview and judgment of the LGA.

5.2. Evaluation Process

The proposal evaluation process is a selection procedure. It will be finalized through completion of the following steps:

- (a) Candidates submit proposals to the LGA in response to this RFP;
- (b) Review and evaluation of proposals by the evaluation committee in accordance with the criteria identified in subsection 5.3; and
- (c) Decision by the LGA to accept or not to accept a proposal or part of a proposal.

5.3. Evaluation Review

Project proposals received by the submission deadline will be evaluated and scored in accordance with the following criteria and corresponding values:

Criteria	Points
Candidate experience and qualifications	30
Team experience and qualifications	35
Methodology and approach	30
General impressions of the proposal's professionalism ¹	5
Total Points	100

Compensation envelopes will be opened and reviewed after all project proposals are evaluated. The price per point will then be calculated by the following formula (total cost ÷ evaluation points = price per point). The LGA uses price per point as one factor in comparing project proposals. The LGA is under no obligation whatsoever to accept the proposal with the lowest price per point or any proposal.

As part of the evaluation of proposals, the LGA may request interviews or consultations with the candidates. Candidates should clearly indicate the contact information for an individual(s) who will be available to answer questions about the proposal.

5.4. Acceptance of Proposal

If the LGA decides to proceed after completing the evaluation, it will advise and enter into contractual negotiations with the candidate who submitted the best overall proposal when evaluated in accordance with the criteria identified in subsection 5.3. All candidates will be notified in writing if the LGA decides not to proceed to negotiate with any candidate.

The acceptance of a proposal is subject to a formal written agreement being entered into between the LGA and the candidate whose proposal is judged, in the LGA's opinion, to be in the best interests of the LGA. In the event that an agreement cannot be concluded within a reasonable period of time (as reasonably determined by the LGA), the LGA may cancel the negotiations and reserves the right to enter into negotiations with the candidate whose proposal was the second best overall proposal when evaluated in accordance with the criteria identified in subsection 5.3.

All unsuccessful candidates will be notified in writing once the LGA has entered into an agreement with a consultant.

6. Conditions

A candidate must clearly understand, and by submitting a proposal agree, that its proposal and any part of its proposal is subject to the following conditions, in addition to any other terms and conditions set out in this RFP.

6.1. Right of Rejection

The submission of a proposal, the receipt of a proposal by the LGA and the opening of a proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a proposal. A proposal is not and must not be deemed in any way to be a unilateral contract. It is an offer by the candidate to the LGA to perform the services being requested by the LGA. A proposal may be accepted or rejected by the LGA in its entire discretion. The LGA, in its discretion, may reject or accept all or any part of a proposal or any of the proposals submitted in response to this RFP. The LGA is under no obligation whatsoever to accept the proposal with the lowest cost or any proposal.

¹ The proposal's general presentation, readability and grammar will be considered in evaluating and scoring this criterion.

6.2. Disqualification

A proposal received after the submission deadline will not be considered. The LGA may refuse to consider any proposal from a candidate where the LGA determines, in its discretion, that a potential conflict of interest exists or may arise in connection with this project. The LGA may refuse to consider any proposal that is in any way conditional or that proposes to impose conditions on the LGA that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

6.3. Right to Modify or Cancel RFP

The LGA reserves the right to extend the submission deadline or to otherwise modify the terms of this RFP at any time prior to the submission deadline, or to cancel this RFP at any time, at its sole discretion with no liability whatsoever to any candidate.

6.4. Right to Reissue RFP

The LGA reserves the right to reissue the RFP where, in the LGA's opinion, none of the proposals submitted in response to the RFP warrant acceptance or where it would be in the best interests of the LGA to do so.

6.5. Cost of Proposal

Costs incurred in the preparation, presentation and submission of a proposal, including any subsequent interviews or consultations required by the LGA, must be borne entirely by the candidate.

6.6. Subcontractors and Third Parties

The use of subcontractors and third parties is acceptable, providing the subcontractors and third parties report directly to the candidate and the candidate agrees to be held responsible for the actions and performance of these subcontractors, third parties and their employees. Subcontractors and third parties, if to be used, must be identified in the proposal and, should the proposal ultimately be accepted and a contract awarded, cannot be changed without written approval of the LGA.

6.7. Period of Validity

Proposals are irrevocable after the submission deadline and open for acceptance for 90 days after the submission deadline.

6.8. Amendment or Withdrawal of Proposal

A candidate may amend its proposal submitted in response to this RFP prior to the submission deadline by submitting an amendment clearly identifying the change or by submitting a new proposal that clearly indicates that it is to replace the proposal previously submitted by the candidate. The LGA will not consider an amendment submitted after the submission deadline. A candidate may withdraw a proposal submitted in response to this RFP by submitting a request in writing to the LGA at any time prior to, but not after, the submission deadline. All amendments or requests to withdraw a submitted proposal must be submitted in writing to the LGA at the address set out in subsection 3.3 of this RFP. All such amendments or requests must be submitted on the candidate's letterhead and be signed by the candidate or an authorized representative of the candidate.

6.9. Decisions of Evaluation Committee

All decisions on the degree to which a proposal meets the stated criteria or the score assigned to a candidate or part of a proposal will be determined solely by the evaluation committee. The evaluation committee's determinations in this regard are final and may not be appealed by a candidate.

6.10. Withdrawal of Acceptance

The LGA retains the right to terminate contract negotiations with a candidate, with no liability, and to commence negotiations with a new candidate. Costs incurred by the candidate during the negotiations in such instances must be borne entirely by the candidate.

6.11. Confidentiality of Proposals

Subject to the provisions of *The Freedom of Information and Protection of Privacy Act*, all proposals received by the LGA in response to this RFP will be treated as confidential, and the LGA undertakes to exercise due regard in maintaining this confidentiality. All proposals received by the LGA in response to this RFP will be held and maintained by the LGA.

7. Contract Clauses

The LGA will require the consultant to enter into the LGA's standard agreement. The LGA's minimum requirements as to ownership of information, confidentiality, privacy, liability, insurance and termination rights are provided below, and a copy of the LGA's complete standard agreement is available upon request. By submitting a proposal, the candidate agrees that the following contract clauses will form part of the standard agreement entered into between the LGA and the consultant.

7.1. Ownership

All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the consultant, or any officers, employees or agents of the consultant, in the performance of, or incidental to the performance of, this agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent and trademark rights), are the property of the LGA, and must be delivered without cost to the LGA upon request.

The consultant hereby waives all the consultant's moral rights under *The Copyright Act (Canada)* in the information, documents and materials described in this subsection in favour of the LGA, and agrees to execute any additional documents, in a form satisfactory to the LGA, which may be required to evidence this waiver. The consultant further agrees to obtain from each of its officers, employees and agents written waivers, in a form satisfactory to the LGA, of all their moral rights in such information, documents and materials in favour of the LGA.

While the agreement is in effect, and at all times thereafter, the consultant, and any officers, employees or agents of the consultant, must not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the consultant, or the officers, employees or agents of the consultant, in the performance of, or incidental to the performance of, this agreement without first obtaining written permission from the LGA.

Any equipment, materials, and supplies provided by the LGA to the consultant for use in the performance of the agreement will remain the property of LGA and must be returned without cost to the LGA upon request.

7.2. Confidential Information

While the agreement is in effect, and at all times thereafter, the consultant and any officers, employees or agents of the consultant:

- (a) must treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the provision or delivery of the services or terms of the agreement;
- (b) must not, without first obtaining written permission from the LGA,
 - (i) use, or permit use of, the information, documents and materials described in clause (a) except for the proper performance of the consultant's obligations under the agreement, or
 - (ii) disclose, or permit disclosure of, the information, documents and materials described in clause (a) to any person, corporation or organization; and
- (c) must comply with any rules or directions made or given by the LGA with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause (a).

7.3. Protection of Personal Information

The consultant must ensure that all research results, papers, reports, publications and presentations relating to the project contain only aggregate, anonymized information and do not contain any Personal Information, Personal Health Information or other information which could (by itself or when combined with other information) reasonably be expected to identify any individual. Before starting the project, the consultant must obtain from all individuals who have agreed to participate in the project the individual's consent in a form acceptable to the LGA.

7.4. Restriction on Other Work

While the agreement is in effect, the consultant and any officers, employees or agents of the consultant must not provide services to any other person, firm, corporation or organization in a manner that might interfere or conflict with the proper performance of the consultant's obligations under the agreement.

7.5. News Releases and Advertising

News releases are not permitted regarding the awarding of, or terms and conditions of, any agreement without prior written approval of the LGA. The consultant must not make use of the LGA's name or logo for any purpose without prior written approval of the LGA.

7.6. Liability

The LGA is not liable for any injury to the consultant, or to any officers, employees or agents of the consultant, or for any damage to or loss of property of the consultant, or of the officers, employees or agents of the consultant, caused by or in any way related to the provision or delivery of the services or the terms of the agreement. This subsection does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of the LGA while acting within the scope of his or her employment.

7.7. Indemnity

The consultant must use due care in the performance of the obligations under the agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed. The consultant is solely responsible for

- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the services or any term of the agreement, or the breach of any term or condition of the agreement by the consultant, or the officers, employees, subcontractors or agents of the consultant, and
- (b) any omission or wrongful or negligent act of the consultant, or of the officers, employees, subcontractors or agents of the consultant;

and must save harmless and indemnify the LGA and its respective officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

The consultant is responsible for re-procurement costs in the event that the LGA terminates this contract for cause. For the purposes of this subsection, "re-procurement costs" means all reasonable costs incurred by the LGA to re-procure the services from another supplier, or using the LGA resources, including, without limitation:

- (a) administrative costs of selecting another supplier or re-tendering to acquire the services, if applicable; and
- (b) any increase in price payable by the LGA for alternative services having equivalent functionality, performance and quality to the services which were to be provided by the consultant, collectively up to the total amount paid by the LGA to the consultant pursuant to this agreement.

7.8. Insurance

The cost of obtaining any required insurance must be borne by the consultant. Required insurance must be underwritten by insurers acceptable to the LGA. The consultant agrees to obtain, maintain throughout the term of the agreement, and provide evidence to the LGA of:

- (a) Commercial General Liability Insurance covering claims for injury, death or damage to property arising out of the consultant or its officers, employees or agents providing services under the agreement, or as a result of any negligent acts or omissions of the consultant or its officers, employees or agents. Such insurance must provide coverage of not less than \$2,000,000.00 per occurrence; and
- (b) Errors and omissions liability insurance covering errors, omissions or negligent provision of services under the agreement by the consultant or its officers, employees or agents. Such insurance must provide coverage of not less than \$1,000,000.00 per occurrence.

By setting the foregoing minimum coverage, the LGA does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The consultant is solely responsible for determining the adequacy of its insurance coverage.

Without limiting or restricting the generality of this subsection, such insurance must:

- (a) name the LGA and its respective officers, employees and agents as additional insureds with respect to the services provided under the agreement;
- (b) be maintained for not less than 12 months after completion of the services if the insurance policy is written on a claims-made basis; and
- (c) require the insurer to give the LGA at least 30 days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.

The consultant must provide a certificate of insurance evidencing the above noted coverage prior to commencing to provide the services.

7.9. Workers Compensation

The consultant must:

- (a) comply with *The Workers Compensation Act* for persons employed by the consultant for whom such coverage is mandatory; or
- (b) if the consultant has its principal place of business in a jurisdiction other than Manitoba, comply with mandatory requirements of any equivalent legislation in that jurisdiction.

The LGA encourages the consultant to consider obtaining Workers Compensation Board coverage on a voluntary basis for persons involved in providing services under this agreement for whom such coverage is not mandatory.

7.10. Pricing and Invoices

All pricing must be in Canadian funds. A detailed cost breakdown must be provided with Manitoba provincial sales tax (if applicable) shown separately. The LGA is GST-exempt (R107863847). The consultant must specify invoice terms and any applicable discounts for early payment. If *The Income Tax Act (Canada)* requires the withholding of a percentage of any amounts pursuant to any resulting agreement, and remission of such percentage to Revenue Canada, the LGA will be entitled to so withhold and remit.

7.11. Independent Contractor

The consultant is an independent contractor, and the agreement does not create the relationship of employer and employee, or of principal and agent, between the LGA and the consultant or between the LGA and any officers, employees or agents of the consultant. The consultant is responsible for any deductions or remittances which may be required by law.

In the event it is determined that the consultant is not an independent contractor and that the agreement creates the relationship of employer and employee between the LGA and the consultant, the consultant agrees to be solely responsible and to save harmless and indemnify the LGA, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the consultant agrees that the amount the LGA has paid to the consultant under the agreement will constitute an all-inclusive payment of the consultant's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the services were performed or the number of hours worked in a day or week.

The consultant must not incur any expenses or debts on behalf of, nor make any commitments for, the LGA without first obtaining written permission from the LGA.

7.12. Termination

The LGA may, in its discretion, immediately terminate the agreement in writing if:

- (a) the consultant fails to properly fulfill, perform, satisfy and carry out each and every one of its obligations under the agreement; or
- (b) the consultant fails or refuses to comply with a verbal or written request or direction from the LGA within 30 days of receiving the request or direction; or
- (c) the consultant becomes bankrupt or insolvent or liquidates; or
- (d) there is a breach of any provision of the agreement.

The LGA may, in its discretion, terminate the agreement at any time by giving at least 90 days written notice to the consultant prior to the intended termination date.

Upon the expiry or earlier termination of the agreement, the consultant must cease to provide or deliver any further services. The LGA is under no obligation to the consultant other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the LGA such compensation as the consultant may be entitled to receive under the agreement completed to the satisfaction of the LGA up to the effective date of termination.

7.13. Respect of Legislation

The consultant must comply with all legislation governing their sector of activity and those of their subcontractors, including the current municipal, provincial, federal and international laws governing regulations and licensing requirements, and those likely to be modified or enacted during execution of the agreement.

7.14. Governing Law

The laws of the Province of Manitoba govern the agreement and the Courts of Manitoba will have sole and exclusive jurisdiction over any dispute or lawsuit.

7.15. Time is of the Essence

Time is of the essence.