

**Request for Proposals**  
Focus Groups:  
Perceived Risks, Costs of Play and Value of Time Spent Gambling  
November 2011

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## 1. Introduction

The Manitoba Gaming Control Commission (“MGCC”) is issuing this request for proposals (“RFP”) as part of its ongoing research program. The purpose of the RFP is to solicit proposals from qualified research organizations (“candidates”) to conduct focus group research in February 2012 to explore how young adult gamblers in Manitoba perceive risks, costs of play and the value of time they spend gambling. This will involve developing screening and discussion guides<sup>1</sup>, recruiting participants, moderating the actual focus groups and analyzing the resulting data (“project”). Because of the complex and theoretical nature of the research topics, the successful candidate (“consultant”) will work closely with the MGCC to ensure the highest possible caliber of research. The consultant must complete the project by March 15, 2012.

## 2. General Instructions

### 2.1. Schedule

Event	Date
Issue RFP	Monday, November 14, 2011
Submission deadline for candidate questions	Monday, November 21, 2011 at 4:00pm
Response to candidate questions	Wednesday, November 23, 2011
Submission deadline	Friday, December 2, 2011 at 4:00pm

The MGCC anticipates that the contract will be awarded by Friday, December 23, 2011. Project work will begin as soon as possible once the contract is awarded; the project must be complete by March 15, 2012.

### 2.2. Candidate Questions

The MGCC will respond to questions from candidates received by 4:00pm Central Time on Monday, November 21, 2011. Questions may be submitted by courier, fax or email to:

Kristianne Dechant, Research Leader  
Manitoba Gaming Control Commission  
200 – 215 Garry Street  
Winnipeg, MB R3C 3P3  
F: 204-954-9450  
E: [kdechant@mgcc.mb.ca](mailto:kdechant@mgcc.mb.ca)

The MGCC will not address questions over the telephone.

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<sup>1</sup> For the purposes of this project, a screening guide is defined as a list of parameters that defines the target population and determines recruitment needs. For the same purposes, a discussion guide is defined as a series of questions in complete, conversational sentences, which the moderator must cover with each group.

The MGCC will respond in writing to all candidate questions by Wednesday, November 23, 2011. Any candidates who wish to receive all questions and the corresponding responses must formally request this information. Requests, which must include contact information, may be submitted by fax or email.

### **2.3. Proposal Submission**

Candidates must submit two (2) copies of their proposals by courier or one (1) copy by email to:

Kristianne Dechant, Research Leader  
Manitoba Gaming Control Commission  
200 – 215 Garry Street  
Winnipeg, MB R3C 3P3  
F: 204-954-9450  
E: kdechant@mgcc.mb.ca

by 4:00 pm Central Time on Friday, December 2, 2011 ("submission deadline").

Information on pricing and costs must not be included with the rest of the proposal. This information must be sealed in a separate envelope labelled "Compensation". If the rest of the proposal is submitted by courier, only one (1) compensation envelope is required. If the rest of the proposal is submitted by email, one (1) corresponding compensation envelope must follow by courier no later than 24 hours after the submission deadline. Information on pricing and costs must not be sent by email. Compensation envelopes will be opened and reviewed after all proposals are evaluated.

## **3. Proposal Requirements**

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

### **3.1. Understanding of the Project**

The candidate must describe its understanding of the scope and objectives of the project and how it intends to perform the requested services.

#### **Project Purpose**

The purpose of this focus group research is to explore how 18-29 year old gamblers in Manitoba perceive risk, costs of play and the value of time they spend gambling. This research has a theoretical and an applied component: the qualitative data resulting from the focus groups will be used both to elaborate theories on gambling perceptions and to inform the development of a province-wide public education campaign on responsible gambling.

## **Data Collection**

The consultant will recruit participants and conduct focus groups with Manitobans to thoroughly examine the above topics. The consultant will develop screening guide in consultation with the MGCC. The MGCC will supply a draft discussion guide and the consultant will work with the MGCC to finalize the discussion guide. The consultant will provide expert advice regarding discussion guide length and possible modifications related to wording and/or design. The consultant will arrange for professional-quality digital recording of all focus group sessions.

The MGCC recognizes that qualitative data cannot be extrapolated to the entire population of Manitoba; however, the focus groups must be designed so as to provide insight into how the above topics differ by gender, by age subgroups, by socioeconomic status and among urban and rural Manitobans. Candidates must explain how the focus groups will be designed to provide this insight. Candidates must also explain the number of groups, the planned group size and whether groups will be heterogenous or homogenous based on any or all of gender, age subgroups, socioeconomic status, geography and gambling behaviour. The project must include a minimum of six focus groups taking place in a mix of urban and rural locations in the province with 18-29 year old gamblers; however, candidates are welcome to propose options for more groups or for different age or geographical compositions.

Candidates should note that MGCC representatives and guests may observe some or all of the focus groups; proposals must include a discussion of how the focus group location will allow for observation.

## **Analysis and Reporting**

Once data collection is complete, the consultant will analyze the qualitative data resulting from the focus groups and will provide the following to the MGCC:

- (a) Digital recordings of all focus group sessions. The consultant may email the digital files to the MGCC and must provide the digital files to the MGCC on CD-ROM.
- (b) A final project report. The report must include a methodological section that describes the recruitment and data collection processes. The report must also include the consultant's written analysis of the qualitative data resulting from the focus groups. The MGCC does not require a hard copy of the final project report. The consultant either may email the report to the MGCC or provide the report to the MGCC on CD-ROM.

## **Project Timeline**

Proposals must include timelines for completion of the recruitment and focus groups. The consultant must deliver the digital recordings and final project report as per the above section by March 15, 2012.

## **3.2. Organizational Profile**

The candidate must supply a brief history of its organization, including a description of its functional and sector expertise relevant to the project. The candidate must provide a minimum of five (5) examples of comparable projects previously undertaken by the candidate. The examples must include:

- (a) the name of the client organization;

- (b) the nature of the services provided. For focus group research, this must include the number and location of the focus groups, and a description of the target population recruited to participate in the focus groups;
- (c) the dates when the services were provided and whether the services were completed on schedule; and
- (d) a list of the candidate's personnel who were active participants in delivering the services, a description of the role they played and their proposed involvement, if any, in the performance of the services being requested in this RFP.

For a minimum of two (2) of the listed engagements, the candidate must provide the name and telephone number of a senior member of the client organization who can be contacted as a reference.

### **3.3. Project Staffing**

The candidate must 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. The project team must include a focus group moderator with appropriate experience and expertise in leading focus groups that provide insight into complex behaviours.

The candidate must 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.

The candidate's expectations regarding resource requirements from the MGCC during the project, including the position and the number of person days, must be clearly stated.

### **3.4. 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 as well as a breakdown of proposed fees and expenses and a proposed payment schedule. If applicable, candidates must provide cost breakdowns for different options for number and/or location of focus groups proposed in response to subsection 3.1. If applicable, proposals may include other options to allow the flexibility to modify the research plan based on the project 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 MGCC is GST-exempt (R107863847).

All prices and costs must be guaranteed by the candidate for the ninety (90) days following the submission deadline and higher prices and costs cannot be negotiated in the event the candidate is advised MGCC 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 proposal. This information must be sealed in a separate envelope labelled "Compensation". Compensation envelopes will be opened and reviewed after all proposals are evaluated.

## **4. Evaluation of Proposals**

### **4.1. Evaluation Committee**

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

### **4.2. 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 MGCC in response to this RFP;
- (b) review and evaluation of proposals by the evaluation committee in accordance with the criteria identified in subsection 4.3; and
- (c) decision by the MGCC to accept or not to accept a proposal or part of a proposal.

### **4.3. Evaluation Review**

Proposals must first meet the mandatory requirements in order to proceed in the evaluation process. The following are required:

- (a) description of understanding of the project;
- (b) organizational profile;
- (c) description of project staffing; and
- (d) detailed pricing and cost breakdown, provided in a separate, sealed envelope labelled "Compensation".

Those proposals meeting the mandatory requirements will be evaluated and scored in accordance with the following criteria and corresponding values:

- (a) understanding of the nature and intent of the project (10);
- (b) methodology (15);
- (c) resources to meet project objectives (20);
- (d) team skills and expertise in focus group research (30);
- (e) organization's experience in successfully completing similar projects (15);
- (f) timeframe for completion of the project (5); and
- (g) general impressions of the professionalism of the proposal<sup>2</sup> (5).

As part of the evaluation of proposals, the MGCC 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.

Once the proposals have been scored out of 100 points, proposals that have received an average score of less than 70/100 points will be eliminated from the competition. The compensation envelopes for proposals that receive a score of 70/100 points or greater will be opened. The MGCC reserve the right to reject proposals where the cost exceeds the maximum budget for the project. The price per point will then be calculated by the following formula (total cost ÷ evaluation points = price per point). The MGCC is under no obligation whatsoever to accept the proposal with the lowest price per point or any proposal.

#### **4.4. Acceptance of Proposal**

If the MGCC 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 4.3. All candidates will be notified in writing if the MGCC 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 MGCC and the candidate whose proposal is judged, in the MGCC's opinion, to be in the best interests of the MGCC. In the event that an agreement cannot be concluded within a reasonable period of time (as reasonably determined by the MGCC), the MGCC 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 4.3.

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<sup>2</sup> The proposal's general presentation, readability and grammar will be considered in evaluating and scoring this criterion.

## 5. 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.

### 5.1. Right of Rejection

The submission of a proposal, the receipt of a proposal by the MGCC 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 MGCC to perform the services being requested by the MGCC. A proposal may be accepted or rejected by the MGCC in its entire discretion.

The MGCC, 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 MGCC is under no obligation whatsoever to accept the proposal with the lowest cost or any proposal.

### 5.2. Disqualification

A proposal received after the submission deadline will not be considered.

The MGCC may refuse to consider any proposal from a candidate where the MGCC determines, in its discretion, that a potential conflict of interest exists or may arise in connection with this project.

The MGCC may refuse to consider any proposal that is in any way conditional or that proposes to impose conditions on the MGCC that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

### 5.3. Right to Modify or Cancel RFP

The MGCC 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.

### 5.4. Right to Reissue RFP

The MGCC reserves the right to reissue the RFP where, in the MGCC'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 MGCC to do so.

### 5.5. Cost of Proposal

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

## **5.6. 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 MGCC.

## **5.7. Period of Validity**

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

## **5.8. 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 MGCC 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 MGCC 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 MGCC at the address set out in section 2.3 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.

## **5.9. 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.

## **5.10. Withdrawal of Acceptance**

The MGCC 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 will be borne by the candidate.

## **5.11. Confidentiality of Proposals**

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

## 6. Contract Clauses

By submitting a proposal, the candidate agrees that the following contract clauses will form part of any contract entered into between the MGCC and the consultant.

### 6.1. 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 MGCC, and must be delivered without cost to the MGCC 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 MGCC, and agrees to execute any additional documents, in a form satisfactory to the MGCC, 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 MGCC, of all their moral rights in such information, documents and materials in favour of the MGCC.

While this 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 MGCC.

### 6.2. 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 MGCC,
  - (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 MGCC with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause (a).

### **6.3. 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 MGCC.

### **6.4. 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 MGCC.

The consultant must not make use of the MGCC's name or logo for any purpose without prior written approval of the MGCC.

### **6.5. Liability**

The MGCC 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 MGCC while acting within the scope of his or her employment.

### **6.6. 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 MGCC 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 MGCC terminates this contract for cause. For the purposes of this subsection, "re-procurement costs" means all

reasonable costs incurred by the MGCC to re-procure the services from another supplier, or using the MGCC 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 MGCC 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 MGCC to the consultant pursuant to this agreement.

## **6.7. Insurance**

The cost of obtaining any required insurance must be borne by the consultant. Required insurance must be underwritten by insurers acceptable to the MGCC.

The consultant agrees to obtain, maintain throughout the term of the agreement, and provide evidence to the MGCC 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 two million dollars (\$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 one million dollars (\$1,000,000.00) per occurrence.

By setting the foregoing minimum coverage, the MGCC 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 acknowledges that it 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 MGCC 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 twelve (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 MGCC at least thirty (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.

## **6.8. Workers Compensation**

The consultant must:

- (a) comply with The Workers Compensation Act (Manitoba) 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 MGCC 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.

## **6.9. 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 MGCC 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 MGCC will be entitled to so withhold and remit.

## **6.10. Independent Contractor Relationship**

This agreement does not create an employer-employee, principal-agent or a partnership relationship between the consultant and the MGCC.

The consultant is solely responsible for all matters relating to the statutory deductions of all taxes, employment insurance and Canada Pension and all licences and permits which maybe or become required to perform the requirements of this agreement.

The consultant is solely responsible for all matters relating to leave, remuneration, Workers' Compensation, insurance premiums and discipline.

## **6.11. Termination**

The MGCC 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 MGCC within thirty (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 MGCC may, in its discretion, terminate the agreement at any time by giving at least ninety (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 MGCC is under no obligation to the consultant other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the MGCC such compensation as the consultant may be entitled to receive under the agreement completed to the satisfaction of the MGCC up to the effective date of termination.

### **6.12. 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.

### **6.13. 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.

### **6.14. Time is of the Essence**

Time is of the essence.