



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 277-2020

**CONSULTING SERVICES TO MODEL WINNIPEG'S COMMUNITY ENERGY
INVESTMENT ROADMAP**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSULTING SERVICES TO MODEL WINNIPEG'S COMMUNITY ENERGY INVESTMENT ROADMAP

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 8, 2020.

B2.2 The Project Manager 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 Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent 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 Project Manager.

B5. ADDENDA

- B5.1 The Project Manager 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 Project Manager 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7; and
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Time Based Fee schedule calculated on a time basis for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, Fees submitted 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.

B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value, including but not limited to:
 - (i) demonstrated experience assembling GHG inventories of a similar scope and value in a manner consistent with GPC protocols for municipalities of a similar size;
 - (ii) demonstrated experience developing and leading climate related modelling and forecasting, and financial and economic impact analysis for similarly sized municipalities;
 - (iii) demonstrated understanding of the synergies between climate change policy, social well-being and local economic development;
 - (iv) demonstrated experience in the practice of sustainable community planning including expert knowledge of climate change planning and the function of climate change action plans;
 - (v) demonstrated experience producing effective modelling and reporting visualizations for public communication purposes;
 - (vi) demonstrated experience coordinating and facilitating multi-departmental and multi-sector advisory teams and working groups;
 - (vii) demonstrated understanding of climate mitigation, resiliency and adaptation.

B9.2 For each project listed in B9.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Identify at minimum the following Key Personnel assigned to the Project:

- (a) project manager;
- (b) lead: climate change policy and implementation;
- (c) lead: economics and financial impact analysis;
- (d) Lead: GHG and energy modelling.

- B10.3 Submit the experience and qualifications of the Key Personnel and team members assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the Project objectives and technical requirements;
 - (b) the team's understanding of the City of Winnipeg's current policy and planning environment as it relates to climate change mitigation and adaptation;
 - (c) the team's understanding of coordination and integration between the various departments within the City of Winnipeg;
 - (d) the team's understanding of community greenhouse gas (GHG) inventory development and associated modelling processes;
 - (e) the team's understanding of, and ability to model economic and financial impacts and benefits associated with GHG mitigation;
 - (f) the proposed Project budget;
 - (g) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (h) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.

B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B12.2.1 See Appendix A for proposed schedule of key milestones and deliverables.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

(a) Sustainability Solutions Group

(i) Consulted in 2019 to assist in the development of an internal City of Winnipeg proposal to develop a model intended to help inform implementation of Winnipeg's Climate Action Plan.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (b) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (c) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations

may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 10% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 30% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) Project Understanding and Methodology (Section E) | 30% |
| (g) Project Schedule. (Section F) | 10% |

B21.2 Further to B21.1(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.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.8.

B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.

B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.

B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.

B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.

B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, 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.

B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B22.4 The City may, at its discretion, award the Contract in phases.

B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of an award letter.

B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B22.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B22.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Darcy McGregor

Telephone No. 204 986-6978

Email Address: dmcgregor@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3. BACKGROUND

D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

D3.2 On November 25, 1998, City Council initiated its formal consideration of Climate Change by approving the City of Winnipeg's participation in the Federation of Canadian Municipalities Partners for Climate Change Program (FCM PCP). In doing so, Winnipeg has committed to following a process which is defined by five milestones: 1) creating a greenhouse gas emissions inventory and forecast; 2) creating an emissions reduction target; 3) developing a local action plan; 4) implementing the local action plan or a set of activities; and 5) monitoring progress and reporting results. At that time, Council also adopted a target of reducing emissions over the 1998 inventory by 6%.

D3.3 In 2011, City Council re-iterated its commitment to GHG reductions through the adoption of A Sustainable Winnipeg Direction Strategy. Specifically, the Direction Strategy includes the following enabling strategies (p. 37:

http://speakupwinnipeg.com/wpcontent/uploads/2011/07/aSustainableWinnipeg.July.12.2011.WEB_.RGB_.pdf):

(a) Create and maintain a Climate Change Action Plan to reduce Winnipeg's community-wide GHG emissions by 6 percent below 1998 levels;

(b) Establish a community-wide GHG reduction target for 2020 and 2035.

D3.4 In July 2015, City of Winnipeg Mayor Brian Bowman endorsed a resolution of the Federation of Canadian Municipalities' Canadian Big City Mayors' Caucus to support climate change action. This resolution included the following 3 commitments: 1) binding city level emissions reduction targets addressing both short- and long-term commitments; 2) development of municipal climate action plans; and 3) regular reporting on municipal emissions.

D3.5 The Public Service worked with Golder Associates to produce the report entitled Winnipeg's 2011 Community Greenhouse Gas Inventory and Forecast. Key goals of the report were to:

(a) Prepare an update to the 1998 community-wide GHG emission inventory;

(b) Develop three detailed emission forecast scenarios through the year 2050 linked to established plans and policy, and a forecast of community growth;

(c) Conduct an emissions reduction opportunities assessment identifying the anticipated GHG emissions impact of potential outcomes in each key sector, in order to support the development of a rational action plan.

- D3.6 The Winnipeg's 2011 Community Greenhouse Gas Inventory and Forecast report considered emissions generated by: buildings (use of energy and emissions from operations); transportation (vehicle technology, mode share, urban form influences, etc.); solid waste (volume, diversion, etc.); and wastewater processes. Findings from this study provide necessary data to support the development of the community-wide climate action plan.
- D3.7 Winnipeg's Community 2-11 GHG Inventory and Forecast report was presented to Council on November 16, 2016. The report is available on Council's Agenda (see Standing Policy Committee on Water and Waste, Riverbank Management and the Environment, Item 2, Attachment A):
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=15709&SectionId=&InitUrl=>
- D3.8 On February 8, 2017, the Climate Change Working Group submitted its final report to Executive Policy Committee. The Working Group's mandate included direction to assess the status of the City's commitment to Federation of Canadian Municipalities' Partner for Climate Protection model, and reiterated support for the development of a community-wide Climate Change Action Plan. This report can be viewed here:
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=15908&SectionId=&InitUrl=>
- D3.9 The City was awarded a Federation of Canadian Municipalities Green Municipal Fund grant to complete a community-wide climate action plan.
- D3.10 On September 20, 2018 City Council approved Winnipeg's Climate Action Plan: Planning for Climate Change, Acting for People (WCAP). The Plan identifies strategic opportunities, key directions, actions, and targets intended to guide the City of Winnipeg's approach to climate mitigation. The GHG reduction targets approved under WCAP are as follows:
- (a) 20% reduction in GHG emissions by 2030 relative to 2011 levels.
 - (b) 80% reduction in GHG emissions by 2050 relative to 2011 levels.
- D3.11 The Plan outlines the City of Winnipeg and the broader community's commitment to work together and provides a framework to effectively mitigate climate change by reducing GHG emissions. It is the result of several years of work by the City of Winnipeg, community leaders, stakeholders, technical experts and the public. This report can be viewed here:
<https://winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/pdfs/WinnipegsClimateActionPlan.pdf>
- D3.12 In order to meet the emission reduction targets outlined in The Plan, the City will need rigorous information and insights to support decision-making and the business case for programming and infrastructure investment. The development of more detailed and updated modelling of community emissions will provide a clearer pathway to meet Council's 2030 and 2050 GHG reduction targets.
- D3.13 Acknowledging this, under Strategic Opportunity #1: Corporate Leadership, Direction 1.2, The Plan identifies the following action: Understand and Integrate Business and Economic Implications of Climate Action into Decision Making Processes. Specifically, the short-term action identified is to undertake detailed GHG and economic modelling to understand the estimated costs and benefits to the City of implementing The Plan. Outcomes of this work will inform City decision-making and will contribute to departmental planning, programs and policies.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of a review of GHG emissions, energy and financial modelling in accordance with the following:
- (a) Updated community-wide energy and emissions inventory that aligns with the 2011 baseline year;
 - (b) Determination of additional mitigation measures or refinements to currently planned measures that will be required to take the City beyond 2030 and to its 2050 target of an 80% reduction in GHG emissions;

- (c) Forecast of energy and emissions under two different scenarios: a) business as usual; and b) Winnipeg's Climate Action Plan (including the additional and refined actions beyond 2030);
- (d) Estimation of the costs and benefits to the City of implementing the WCAP (including additional and refined actions beyond 2030) and provision of recommendations.

D4.2 The Consultant will provide the Project Manager with a work plan for the Project. The work plan will include (at minimum):

- (a) Schedule with proposed dates for key milestones, reports and meetings. This will include anticipated timelines for data collection, document review, meeting preparation and other processes and deliverables;
- (b) Roles and responsibilities of the Consultant and the Project Manager;
- (c) Considerations regarding representation, roles and responsibilities for the City Internal Working Group (CIWG) and Technical Advisory Group (TAG);
- (d) Potential risks to project budget and schedule and discussion of associated contingency plans;
- (e) Deliverable:
 - (i) Detailed work plan

D4.3 Community Energy and GHG Inventory

- (a) The Consultant will produce an updated community energy and GHG inventory that will reflect current best practices in GHG accounting and reporting of community-wide GHGs. It will be consistent with the Global Protocol for Community-Scale GHG Emission Inventories (GPC Protocol).
- (b) The Consultant will work with the Project Manager to confirm that will be included in the inventory. The Consultant will be expected to collaborate with the Project Manager on how best to align the emissions inventory approach, metrics and data sources with useful indicators. This will include discussion on how to incorporate the City's 2011 GHG inventory into the Project.
- (c) The Consultant is expected to identify potential gaps in data or information, uncertainties, limitations and risks of the Project, and to suggest process or methodological improvements that they believe could more effectively achieve the objectives of the Project.
- (d) The Consultant will describe the methodology including data requirements and sources, format, assumptions and limitations and provide a description of how the data will be used, along with any other process considerations that may need to be implemented (e.g., data sharing or confidentiality agreements).
- (e) Deliverables:
 - (i) Detailed inventory data collection plan that describes methodology including data requirements, sources, format, assumptions and limitations and other relevant information. This plan will also identify the parties (Consultant, Project Manager) best placed to undertake the collection of each data set.
 - (ii) Upon completion of the work, a summary report of energy consumption and GHG emissions by sector broken down into as much detail as is feasible. This will be accompanied by visualizations appropriate for public communication purposes.
 - (iii) Upon completion of the work, an electronic tool that is accessible to City staff and can be used (to the extent feasible) for ongoing modelling and planning purposes at no future cost (e.g., license, technical support) to the City. The Consultant will provide appropriate training and technical support to the Project Manager to accomplish this.
 - (iv) Upon completion of the work, a technical manual with instructions on how to operate the electronic tool, and a detailed description of data inputs (i.e., energy consumption data, conversion factors, emission coefficients, etc.). This manual will

describe sources, assumptions and limitations, organization and manipulation procedures and inventory methodology.

D4.4 Gap Assessment

- (a) Winnipeg's Climate Action Plan presents emission reduction targets to 2030 (20%) and 2050 (80%). The direction and actions described are intended to bring the City to 2030. The City acknowledges that this information would benefit from review and updated modelling work as well as additional actions that will be required to achieve the 2050 target. The purpose of this step is to characterize these actions and include them in the energy and emissions forecasting component.
- (b) The gap assessment will identify new actions and refinements to current, or planned actions that will be required for the City to achieve its 2050 target of 80% reduction in emissions by 2050. This will include consideration of anticipated advances in technology.
- (c) A Technical Advisory Group (TAG) consisting of representatives from appropriate sectors (buildings, transportation, land use and waste) will provide input to this assessment, as will the CIWG.
- (d) Deliverables:
 - (i) Facilitate a half-day CIWG meeting to assist with and validate the gap assessment work;
 - (ii) Facilitate a half-day TAG meeting to assist with and validate the gap assessment work;
 - (iii) Summary report describing additional and refined actions by sector; information to include timelines for development and implementation, cost, co-benefits and effectiveness in reducing GHGs.

D4.5 Energy and Emissions Forecast

- (a) The forecast will use the updated 2011 community inventory as a starting point and will consider two scenarios. The Business as Usual scenario will take into account projects that are in progress or planned. It assumes no additional policies, actions, or strategies are implemented between now and 2050 with the exception of those already underway. The Consultant is expected to apply a triple bottom line approach that incorporates social, environmental and economic considerations.
- (b) The WCAP scenario takes into account the actions and directions described in the WCAP and are intended to provide a pathway to meeting the target of a 20% reduction in emissions by 2030 and 80% by 2050. This scenario also includes the additional/enhanced actions identified during the gap assessment phase of the project.
- (c) This work will include a review of relevant City of Winnipeg policy, plans and other documents applicable to the modelling;
- (d) The modelling will take into consideration potential major uncertainties that could impact on the forecast scenarios. This may include the nature and timing of technological improvements (e.g., zero emission vehicles), changes in the ability of industry to meet local needs, significant senior government policy decisions and others.
- (e) The Consultant will take into account other significant City planning and processes currently underway or expected to take place in the near future. Examples of this include OurWinnipeg (5 Year Review), Complete Communications Direction Strategy, Winnipeg Metro Region Plans, Transportation Master Plan, Urban Forestry Strategy, and others.
- (f) The TAG and CIWG will be involved in the modelling.
- (g) Deliverables:
 - (i) Facilitate a half-day meeting with the TAG and CIWG to discuss and advise on model development;
 - (ii) Summary report of energy consumption and GHG emissions forecast for two scenarios – business as usual and WCAP broken down by sector and in as much detail as is feasible;

- (iii) Communication materials with visualizations for public reporting purposes, provided in hard copy and online format. These materials should present the outcomes of this work in a way that allows non-experts to understand how the targets will be achieved.
- (iv) Upon completion of the work, the Consultant will provide an electronic tool that is accessible to City staff and can be used (to the extent feasible) for ongoing modelling and planning purposes at no future cost to the City. The Consultant will provide appropriate training and technical support to the Project Manager and other relevant City staff to accomplish this.

D4.6 Economic and Financial Analysis

- (a) Using the energy consumption and GHG emissions forecast, an analysis will be undertaken for each action identified in the WCAP scenario. This will describe (at minimum) the investment required, net present value, return on investment, marginal abatement costs and employment impacts.
- (b) The objective of this analysis is to provide information on what actions should be prioritized in order to meet the City's emission reduction targets. It will describe the estimated costs and benefits to the City of implementing the actions and will ensure effective use of funds to pursue emissions reductions.
- (c) Deliverables:
 - (i) Facilitate two half-day meetings with the CIWG and TAG to review outcomes of modelling/forecasting process, including economic and financial analysis.
 - (ii) Analysis and final report with recommendations regarding costs and benefits of implementing the identified actions. This should describe (at least) investment required, net present value, return on investment, marginal abatement costs and employment impacts.
 - (iii) Communication materials with appropriate visualizations for public reporting purposes, provided in hard copy and online formats. These materials should present the outcomes of this work in a way that allows non-experts to understand how the targets will be achieved.

D4.7 The Services required under D4.1 to D4.6 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.8 The funds available for this Contract are \$150,000.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "Agreement" means the written contract resulting from this Request for Proposal awarded to and/or executed by the City and the successful Proponent;
- (b) "City" means the City of Winnipeg;
- (c) "Evaluation Team" means the temporary team set up to evaluate Proposals and identify the Preferred Proponent(s);
- (d) "GHG" means greenhouse gas emissions;
- (e) "GPC" means the Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories;
- (f) "OurWinnipeg" means the City of Winnipeg's Municipal Development Plan;

- (g) "Proponent" means a party, a company or an individual that has obtained a copy of this request for Proposal and submits, or intends to submit, a Proposal in response to this "Request for Proposal";
- (h) "Proposal" means the submission by the Proponent in response to this RFP;
- (a) "Public Service" means the staff of the City of Winnipeg;
- (b) "RFP" means Request for Proposal;
- (c) "WCAP" means Winnipeg's Climate Action Plan; and
- (d) "Work" means the specifications and scope of work for the project.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 250,000 per claim and \$ 500,000 in the aggregate.
- D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D7.2(a) and D7.2(b).
- D7.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.6 The Consultant shall provide the Project Manager 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 Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D7.9.
- D7.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by June 29, 2020.
- D8.4 The project is expected to be completed before the end of 2020. Appendix A presents suggested timelines for key project deliverables.

COVID-19 SCHEDULE DELAYS

- D8.5 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Project Manager.
- D8.6 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

- D8.7 Within seven (7) Calendar Days of the award of Contract, the Consultant shall declare whether COVID-19 will affect the start date. If the Consultant declares that COVID-19 will affect the start date, the Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff or work by others.
- D8.8 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D8.9 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C8.

APPENDIX A – KEY MILESTONES AND DELIVERABLES

Deliverable	Timeline
Contract Award	June 29, 2020
Project Kick-off Meeting	July 3, 2020
Project Work Plan	July 10, 2020
Updated Community Energy and GHG Inventory	
Data Collection Plan	Week of July 20, 2020
Summary Report	August 30, 2020
Gap Assessment	
TAC (Meeting #1)	Week of September 14, 2020
CIWG (Meeting #2)	Week of September 14, 2020
Summary Report	Week of September 28, 2020
Energy and Emissions Forecast	
TAC & CIWG (Meeting #3)	Week of October 12, 2020
Summary Report	November 2, 2020
Economic and Financial Analysis	
CIWG (Meeting #4)	Week of November 16, 2020
Report	December 31, 2020