



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 631-2012**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
COMMUNITY GREENHOUSE GAS INVENTORY, FORECAST, AND EMISSION REDUCTION  
OPPORTUNITIES ASSESSMENT**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR COMMUNITY GREENHOUSE GAS INVENTORY, FORECAST, AND EMISSION REDUCTION OPPORTUNITIES ASSESSMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 3, 2012.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The 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 (RFP), 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 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

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 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.

### **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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (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;
- (d) Project Schedule (Section F) in accordance with B12; and
- (e) Community Benefit (Section G) in accordance with B13.

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, to constitute a responsive Proposal.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.

B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented 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 team.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 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: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the 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 and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "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 Fixed Fee for each phase identified below:
- (a) Community Emissions Inventory and Forecast - E4, E5, and E6 combined;
  - (b) Modelling and Analysis of Policy & Action Impacts and Reduction opportunities - E7;
  - (c) Public Engagement Process - E8.
- 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 Project 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 C10.1, 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 and contract administration services on up to three projects of similar size, complexity, and scope of work.
- 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) schedule (anticipated Project schedule and actual project delivery schedule);
  - (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 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, 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 related fields, 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.

- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. 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;
  - (d) Reference information (two current names with telephone numbers per project).

## **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 broad functional and technical requirements;
  - (b) the team's understanding of the urban design issues;
  - (c) the proposed Project budget;
  - (d) the City's Project methodology with respect to the information provided within this RFP; and
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- B11.6 Identify team members who will be directly engaged in day-to-day work at key stages in the Project and those who will serve an advisory role to the team.

## **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 designers), 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.

## **B13. COMMUNITY BENEFIT (SECTION G)**

- B13.1 The Proponent shall present a carefully considered summary of how their proposal will provide overall benefit to the local community (citizens, local corporate, and/or non-profit organizations), specifically through building capacity for future work of the nature outlined in this RFP.

## **B14. QUALIFICATION**

B14.1 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;

B14.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management, and contract administration for projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B14.4 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.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

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

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

**B16. IRREVOCABLE OFFER**

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

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

**B17. WITHDRAWAL OF OFFERS**

B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

**B18. INTERVIEWS**

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

**B19. NEGOTIATIONS**

B19.1 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.

B19.2 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.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, 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.

## **B20. EVALUATION OF PROPOSALS**

B20.1 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 B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%
- (h) Community Benefit (Section G) 5%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8 adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Proposal submitted by a responsible and qualified Proponent is within the budgetary provision for the Work, no adjustment will be made to the Fees; or
- (b) if the lowest evaluated responsive Proposal submitted by a responsible and qualified Proponent exceeds the budgetary provision for the Work, the Fees of all responsive Proposals submitted by responsible and qualified Proponents will be adjusted by progressively deducting:
  - (i) Public Engagement Process.
  - (ii) Modelling and Analysis of Policy & Action Impacts and Reduction Opportunities;in the order listed, until a Fee within the budgetary provision is achieved.

B20.5 Further to B20.1(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.

B20.6 Further to B20.1(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.

B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Further to B20.1(h), Community Benefits will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.10 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide complete responses to B6.2(a) to B6.2(d), the score of zero will be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City May, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B21.8 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.
- B21.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant 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 2010-10-01) 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](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:

Sean Madden

Email: smadden@winnipeg.ca

Telephone No. 204 986-8356

Facsimile No. 204 986-7524

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.

D2.3 Proposal Submissions must be submitted to the address in B6.10

#### D3. BACKGROUND

D3.1 The City of Winnipeg has committed to corporate and community-wide greenhouse gas emission targets and as a member of the Federation of Canadian Municipalities' Partners for Climate Protection Program, adheres to the program's milestone approach to emissions reductions. This request for proposals is intended to support the implementation of various components of this approach.

#### D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract in accordance with **Error! Reference source not found.** Specifications; shall consist of

- (a) a community-wide greenhouse gas emission inventory;
- (b) quantification support; and
- (c) reporting.

#### D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "GHG" means greenhouse gas;
- (b) "Protocol" means *the International Local Government GHG Emissions Analysis Protocol (IEAP)* and its anticipated amendments, supplements, adaptations, or replacements including the *Global Protocol for Community-scale Greenhouse Gas Emissions*.

#### D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

### **D8. INSURANCE**

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 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, Contractor'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 \$1,000,000 per claim and \$1,000,000 in the aggregate.

- (ii) 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, 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 D8.10.
- D8.6 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.
- D8.7 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.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 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**

### **D9. COMMENCEMENT**

- D9.1 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.
- D9.2 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 D7;
    - (ii) evidence of the insurance specified in D8;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

### **D10. CRITICAL STAGES**

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) All deliverables outlined in Appendix A shall be delivered in accordance with the Consultant's project schedule, but by no later than one (1) calendar year from the date of the Award of Contract.

## PART E - SPECIFICATIONS

### E1. OBJECTIVE

- E1.1 Delivery of a final technical report, providing a robust inventory, forecast, and analysis of energy and emissions reduction opportunities to support the development of a community energy and emissions plan.

### E2. APPROACH

- E2.1 To achieve significant energy conservation and GHG reductions in the community, the development of a community-wide energy & emissions plan with a vision, overarching and sector-specific goals, policies, and actions are proposed. The City's overarching goals are:
- (a) The intensification of energy and emissions policies and actions undertaken by the City within its sphere of influence as a local government;
  - (b) Engagement with senior governments on realistic policies and measures within their sphere of influence; and,
  - (c) Pursuit of Council's 6% reduction target in community-wide emissions.
- E2.2 The City's expectation from the Consultant includes the development of the following program elements, further expanded in this RFP, but summarized as:
- (a) Development of robust measurement of Winnipeg's community greenhouse gas emissions inventory & key indicators, a data management manual, and tracking system;
  - (b) Careful & scientifically defensible analysis and forecast of the energy and emissions impact of:
    - (i) relevant proposed or adopted local and senior government policy and actions;
    - (ii) future land use changes, transportation infrastructure & service improvements corresponding to the direction established by the City's development plan, *OurWinnipeg*, and supporting strategies;
    - (iii) Additional opportunities pertaining to the Consultants experience in other cities; and,
    - (iv) Additional opportunities developed through city-led (Consultant supported) consultation with Council, City staff, stakeholders, and the broader community.
  - (c) Model a low carbon path, and fine-tune strategies to achieve a balance of emission reductions with efficient efforts across each sector.
  - (d) Creation of a public-facing technical report summarizing all findings.

### E3. BACKGROUND

- E3.1 Winnipeg is characterized by steady population growth, a diversified economy, and relatively low per-capita emissions resulting from Manitoba's wealth of low-carbon renewable hydroelectric resources.
- E3.2 The City of Winnipeg's commitment to a low carbon future is reflected in key achievements, policy tools & directives:
- (a) Membership and Council commitment to the Partners for Climate Protection (PCP) program in 1998.
  - (b) 2007 municipal achievement of a 20% reduction in corporate GHG emissions over a 1998 baseline and subsequent Council endorsement of a further 20% GHG reduction (overall goal of 40% below 1998 levels).
  - (c) Council endorsement of a 6% community-wide GHG reduction goal over 1998 levels.

- (d) Integration of corporate and community GHG reduction goals into Winnipeg's sustainable development plan, *OurWinnipeg*, and its various supporting strategies.

#### **E4. COMMUNITY-WIDE ENERGY AND GREENHOUSE GAS INVENTORY**

- E4.1 Deliver a thorough geographic-based 2011 GHG inventory of the city of Winnipeg. Detailed methodology, emissions factors, framework, and any assumptions should be noted in an Inventory Data Management Manual (see E6.3).
- E4.2 The 2011 inventory should include and/or recommend calculations for Scope 1, Scope 2, and Scope 3 emissions defined within the Protocol. Respondents are also encouraged to suggest any additional sources that can be measured in the 2011 inventories, and explain the data and methodologies that would be used to measure these.
- E4.3 The granularity of the analysis should meet or exceed that required within the Protocol including the division of energy consumption by sector and energy type.
- E4.4 The Consultant will identify and work with the Project Manager to decide, in more detail, what should and what should not be included in the inventory. The Consultant will be expected to discuss with the Project Manager on how best to align the emissions inventory approach, metrics and data sources with useful indicators.
- E4.5 The Consultant is also encouraged to identify uncertainties and limitations they foresee, and to suggest process or methodological improvements that they believe could better achieve the objectives of the project.
- E4.6 Data: The Consultant should gather quality data used in the emissions inventories from public and other sources of information, emphasizing integrity and transparency in collection.
- E4.7 Software requirements:
  - (a) The Consultant shall deliver the final inventory database electronically in a software tool that is accessible to City staff, and is capable of tracking additional inventory years at no future cost to the City.
  - (b) The final inventory shall be compatible with, yet by no means bound by, the FCM GHG Inventory Quantification Support Spreadsheet and its updates.
- E4.8 Offsetting Effects
  - (a) The inventories shall include in their final report a discussion on the impact of weather on energy consumption, and the impact of the economy as well (in particular that of the recent economic downturn). The Consultant is also encouraged to describe any other offsetting effects that it has identified and proposes to be measured.
- E4.9 Trends and Benchmarks
  - (a) The inventory shall quantify and articulate total *and* per capita energy use and greenhouse gas emissions.
  - (b) Emissions inventory data from 2011 should then be compared with that obtained in 1998 and any relevant trends analyzed and reported.
  - (c) Note, however, that deviation in and/or insufficient data and/or methodology may exist between the 2011 inventory and 1998 inventory. In order to accurately compare the 2011 inventory against the prior inventory, deviations (e.g., due to revised emission factors, improved emissions inventory methodology, improved data availability, or other reasons) and their impacts should be noted in detail wherever possible.
  - (d) The 2011 inventory should be compared with the Canadian average, regional average, and Canadian city average, as well as any other appropriate locations such as specific US cities or regions. General characteristics, differences, and commonalities shall be qualified where it is appropriate to provide context.

E4.10 Types of GHG to be measured:

- (a) Emissions are to be calculated, at a minimum, for each of the six major categories of greenhouse gases required by the Protocol and then be converted into CO<sub>2</sub>-equivalent (CO<sub>2</sub>e) using the most accurate and most relevant emission factors possible, with justifications given on why these particular factors are chosen over others.
- (b) Types of emission sources to be measured:
  - (i) Emission sources include, but are not limited to: stationary energy, transportation, fugitive emissions, industrial processes, agriculture, land use, and waste. In consultation with the Project Manager, selected emission sources may be excluded if qualified using the *de minimis* principle as defined in the Protocol.
  - (ii) The community-wide inventory should be organized into unique emission sectors as indicated within the Protocol.
  - (iii) The inventories should also include supplemental sources attributable to activities within each of the above areas, including, at a minimum, emissions associated with energy consumed and waste disposal related emissions, even when the actual emissions occur outside of the given areas.
  - (iv) Within transportation, the inventory should be broken down by different transportation modes and vehicle types for passengers and freight wherever possible. Emission per kilometre per transportation mode, and emission per kilometre per vehicle type, should be calculated.
  - (v) The most accurate data and methodologies possible should be used to measure the various emission sources, with justifications given on why these particular data and methods are chosen over others.

**E5. COMMUNITY EMISSIONS FORECAST**

- E5.1 From the 2011 inventory, the Consultant shall forecast energy and emissions scenarios corresponding to:
- (a) Business-as-usual, accounting for emission trends, projected city growth, and minimum implementation of Winnipeg's development plan;
  - (b) Full implementation of proposed/adopted municipal policy and action corresponding to Winnipeg's development plan and relevant senior government policy and actions;
  - (c) Additional policy and actions required to achieve Council reduction targets derived from a public and stakeholder engagement process.
- E5.2 Forecast scenarios shall anticipate regional and national emission trends in each sector.
- E5.3 Business as usual forecast inputs shall be determined in consultation with the City's technical advisory committee.
- E5.4 Forecast scenarios shall be fully integrated with the City of Winnipeg's development plan, *OurWinnipeg*, inclusive of all its supporting policy, tools, and target actions. Minimum information to be considered and made available by the City is documented in E9.
- (a) The forecast shall consider the following milestone years:
    - (i) 2020 (international climate milestone);
    - (ii) 2031, aligned with Winnipeg's official plan, *OurWinnipeg*;
    - (iii) 2050 (international climate milestone).

**E6. REPORTING REQUIREMENTS FOR THE COMMUNITY EMISSIONS INVENTORY, AND FORECAST**

- E6.1 The Consultant shall summarize results of the community inventory and forecast as a technical report, including a summary of assumptions and methodology employed.

- E6.2 The final inventory and forecast data shall be submitted in an excel-compatible format, including all relevant source data, calculations, and co-efficients.
- E6.3 The inventory and forecast data shall be accompanied by a data management manual documenting all data assumptions, sources, methodologies and any related scoping decisions to help facilitate potential third party inventory verification and especially, to facilitate consistent inventory replication in future years.
- (a) Documentation shall be thorough and include metadata, collection processes, contacts, assumptions, inclusions, exclusions, templates, formulae, and recommendations for data, and methodological improvements.
  - (b) Training on the use and comprehension of this data to selected City staff shall be included.

## **E7. MODELING AND ANALYSIS OF POLICY & ACTION IMPACTS**

- E7.1 In pursuit of E5, the Consultant shall analyze and quantify the impact of each relevant local and senior government policy and action affecting Winnipeg's energy and emissions profile.
- E7.2 Further to E7.1, new policy and actions that may be required to meet Council's reduction targets, derived from a consultation process, shall be analyzed for consideration in the final action plan
- E7.3 Policy and actions to be analyzed by the Consultant shall be developed in consultation with City staff and key stakeholders and with the contribution of the Consultant's experience in other jurisdictions. It is anticipated that the following areas shall be considered at minimum:
- (a) Land use change;
  - (b) Solid waste and landfill management;
  - (c) Transportation demand management;
  - (d) Active transportation improvements;
  - (e) Building code changes;
  - (f) Local energy efficiency retrofits;
  - (g) The use of on-site renewables;
  - (h) District energy;
  - (i) Transit quality improvements;
  - (j) Transit route and rapid transit expansion;
  - (k) Tailpipe emission standards and fuel switching.
- E7.4 The relative impact of each policy and action shall be portrayed graphically as reduction wedges within the emissions forecast.
- (a) Policy/action wedges shall be organized to distinguish local and senior government policies and actions.
- E7.5 The Consultant's analysis of relevant policy & action shall include key evaluative criteria for consideration including, but not limited to:
- (a) Emissions reduction potential;
  - (b) Co-benefits;
  - (c) Implementation cost;
  - (d) Feasibility;
  - (e) Applicability;
  - (f) Implementation timeframe.

- E7.6 Policy & actions shall be packaged as minimal, moderate, and aggressive where possible, drawing comparison to targets established in comparable jurisdictions.
- E7.7 Further to the Consultant's analysis, the Consultant shall prepare supporting graphical, tabular, geospatial and comparative materials as is contextually appropriate and are suitable for communicating the comparative impact of each relevant action.
- (a) At minimum, the Consultant shall demonstrate the emissions impact and relevant associations between current land use patterns and transportation amenities in Winnipeg and the impact of future land use changes and transportation system improvements in accordance with Winnipeg's development plan, *OurWinnipeg*, and the *Transportation Master Plan*. The dissemination level shall be by census area or traffic zone.
- (i) Additionally, the Consultant shall recommend key performance indicators for monitoring and tracking progress towards each action area.
- (ii) Note that the City of Winnipeg has undergone extensive modeling efforts to inventory and forecast land use and transportation infrastructure change. The Consultant shall be expected to employ, integrate, or otherwise expand upon these efforts (available at the census area & traffic zone dissemination level) in their own analysis. Data to be made available to the Consultant is documented in E9.
- E7.8 The Consultant shall meet the following reporting requirements:
- (a) Draft technical report on analysis of options for reducing emissions in Winnipeg As outlined in this appendix and in consultation with the City's advisory committee a technical report shall be submitted, later to be included in the final technical report.
- (i) The Consultant shall allow sufficient resources to carry out additional analysis of reduction initiatives based on an iterative process including City and stakeholder feedback.
- (ii) The Consultant shall allow sufficient resources to present findings to Council and the City's stakeholder advisory committee.
- (iii) The contents of this report shall be determined in consultation with the City's advisory committee, but should include the following sections at minimum:
- a. Executive Summary
  - b. Introduction
  - c. Background and context
  - d. Inventory and Forecast results, including a summary of the methodology and assumptions applied (see E6.1)
  - e. Results from the Consultants analysis of energy and emissions reduction opportunities including the Consultants recommendations.
  - f. Discussion and recommendations for the creation of a community energy and emissions action plan.
- (b) Final technical report on inventory, forecast, and analysis of options for reducing emissions in Winnipeg.
- (i) The Consultant shall allow sufficient resources to make any changes necessary to the draft final report based on City, stakeholder, and public input, and produce a final version acceptable to the City and Project Steering Team.
- (ii) One camera ready original, fifteen (15) copies of the report, including all databases and appendices, and one electronic copy in both Microsoft office and PDF format must be submitted to the City.
- (iii) The Consultant shall be required to present the results of the final report in conjunction with City staff to City Council and the Community.

## **E8. PUBLIC ENGAGEMENT PROCESS**

E8.1 As part of this project, a public engagement process will be conducted. The City will lead the public participation process. The Consultant shall be responsible for:

- (a) Advising on the public engagement strategy, based on experiences in other cities;
- (b) Working collaboratively on developing public engagement activities;
  - (i) This includes, but is not limited to, the use of open houses, round tables, surveys, and online forums. (The City will be responsible for executing these activities).
  - (ii) The Consultant may be required to provide background support for the public participation activities and Council seminars.
- (c) Providing technical support to an advisory committee that will advise on:
  - (i) Development of guiding principles, vision, and objectives;
  - (ii) Terms of reference and planning studies;
  - (iii) Public engagement process; and,
  - (iv) Review of progress reports.
- (d) Providing draft content for communication to stakeholders and the public. This includes, but is not limited to, presentations, summary documents, storyboards, videos, and press releases.

## **E9. DATA AVAILABLE FROM THE CITY OF WINNIPEG**

E9.1 The City of Winnipeg has completed significant statistical and spatial (GIS) analysis and modelling of its current land use and transportation patterns as well as future development scenarios based on population growth projections and various policy mechanisms. The Consultant is encouraged to employ this data for the purposes of modelling and/or forecasting of future business-as-usual and applied reduction strategies which are consistent with the City's 25 year development plan, *OurWinnipeg* and its supporting strategies, including:

- (a) A Sustainable Winnipeg Direction Strategy;
- (b) The Corporate Climate Change Action Plan;
- (c) The Complete Communities Direction Strategy;
- (d) The Transit Oriented Development Handbook;
- (e) The Sustainable Transportation Direction Strategy;
- (f) The Transportation Master Plan;
- (g) The Downtown Parking Strategy;
- (h) The Sustainable Water & Waste Direction Strategy;
- (i) The Garbage and Recycling Master Plan.

E9.2 Additionally, the City employs the following tools/data that may be particularly useful to the Consultant:

- (a) (PLUM) Population and Land Use model;
- (b) Four stage transportation model;
- (c) Winnipeg Area Transportation Survey, origin-destination study;
- (d) Traffic counts and average weekday daily traffic flow map;
- (e) Forecast population and employment trends;
- (f) Census Data;
- (g) Solid Waste Data including engineering reports for major landfills.

E9.3 Furthermore, the Consultant is encouraged to propose the use of additional data sources where available and in Consultation with The Project Manager

**E10. GENERAL REPORTING AND PRESENTATION EXPECTATIONS**

E10.1 The Consultant shall be required to write reports and deliver presentations related to the services as outlined in this RFP.

E10.2 Reports should be submitted to the Project Manager in Word, Excel, and PDF format. Presentations in PowerPoint and PDF.

E10.3 The Consultant shall be prepared to deliver presentations, agendas, and minutes for all meetings of the Consultant's project team with the City's advisory committee. Proposed meetings will take place once a month at a minimum for the duration of the project.

**E11. ADDITIONAL CONSIDERATIONS**

E11.1 In addition to the factors listed above, please describe any additional value-add that will be provided to the final deliverable.

E11.2 Consultant is required to conduct their own due diligence for all aspects of the Project and is responsible for carrying out, at their own cost, any independent investigations, surveys, and studies which they consider necessary or appropriate in this regard.