



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 308-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
COMMUNITY WIDE CLIMATE CHANGE ACTION PLAN AND PUBLIC
ENGAGEMENT PROGRAM**

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 WIDE CLIMATE CHANGE ACTION PLAN AND PUBLIC ENGAGEMENT PROGRAM

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 4, 2017.
- 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, 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 Request for Proposal 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 Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 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.
- B3.7 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.

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 Proponent is responsible for ensuring that he/she 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 Proponent 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; 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 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (4) 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 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 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 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: 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 all disciplines and/or phases identified in D5 Scope of Services.

- B8.2 The Proponent should note that the combined Fee for Service for all phases, disbursements and travel expenses should not exceed \$77,500 (in Canadian dollars), not including the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST).
- B8.3 Further to B8.1, the Proponent shall provide a breakdown of the Detailed Prices as follows:
- (a) Fees for any subconsultants needed to assist with the assignment;
 - (b) Fees stakeholder/public consultation meetings and internal consultation;
 - (c) Fees for report preparation; and
 - (d) Disbursements (including printing/photocopying, fax charges, long distance charges, travel, incidentals, courier, photographs, computer processing time and charges, etc.)
- B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Cost.
- B8.5 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.
- B8.6 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.
- B8.7 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.
- B8.8 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 (3) projects of similar complexity, scope and value, including but not limited to:
 - (i) Demonstrated success working with multiple stakeholder groups and advisory committees. Proven experience in stakeholder engagement along with design and delivery of community engagement programs.
 - (ii) Demonstrated experience in conflict resolution and the ability to reach agreement and generate results by facilitating groups with diverse opinions and perspectives.
 - (iii) A proven track record of developing and leading change initiatives. This includes demonstrated experience in change management and change communications.
 - (iv) Demonstrated experience in applying the International Association for Public Participation model, and evidence of relevant training.
 - (v) Demonstrated experience in developing strategic planning through a comprehensive public engagement process.
 - (vi) Demonstrated understanding of the synergies and contribution of climate change policy and action to local economic development.
 - (vii) Demonstrated experience in the practice of sustainable community planning including expert knowledge of climate change planning and the function of climate change action plans.
 - (viii) Demonstrated experience with design and delivery of stakeholder and public consultation programs focused on sustainability and climate change mitigation.
 - (ix) Demonstrated experience working in a variety of urban municipalities.

- 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 the following Key Personnel assigned to the Project:

- (a) project manager;

B10.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.

B10.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, 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 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.

B10.5 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;
- (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 D5.

- 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 proposed project budget;
 - (b) the team's understanding of best practices in climate action planning;
 - (c) the team's understanding challenging public engagement scenarios;
 - (d) the team's understanding of best practices in public engagement;
 - (e) the team's understanding of the City's project management methodology with respect to the information provided within this RFP; and
 - (f) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 The Proposal should include Form P: Person hours for all disciplines and or phases identified in D5 Scope of Services.
- B11.5.1 The total Fees on Form P: Person Hour shall match Fees submitted in response to B8.
- B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.4(a) and D5, D7 and D8.
- B11.7 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 D5.

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. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this Work. 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) Golder Associates Ltd.;
 - (b) Blue Ceder Ventures Inc.; and
 - (c) Curt Hull Consulting

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;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

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 of construction and contract administration for architectural and/or engineering 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 construction 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 names of the Proponents and the Contract amount of the successful Proponent 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 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).

B15.4 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.

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 Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw his/her 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 B14: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultant; (Section C) 25%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 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.
- 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, in accordance with B9.
- 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, in accordance with B10
- 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, in accordance with B11.
- 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, in accordance with B12.
- B20.9 Notwithstanding B20.1(d) to B20.1(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.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

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 Proponent in lieu of execution of a Contract.

B21.5.1 The Contract documents as defined in C1.1(o)(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(o).

B21.7 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.

B21.8 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 2017-03-17) 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:

Lindsay Mierau

Telephone No. 204 986 8598

Email Address: lmierau@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.

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

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 5 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, 5) monitoring progress and reporting results. At that time, Council also adopted a target of reducing GHG 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/wp-content/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 greenhouse gas 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 greenhouse gas emissions impact of potential outcomes in each key sector, in order to support the development of a rational action plan.
- D3.6 This Report considered emissions generated in relation to buildings (use of energy and emissions related to their operation) 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 The City of Winnipeg Community 2011 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 has been awarded a Federation of Canadian Municipalities Green Municipal Fund grant to complete a community-wide climate change action plan.

D4. PROJECT PURPOSE

- D4.1 To develop a community-wide climate action plan that will:
- (a) Clearly explain the community's challenges and opportunities regarding global climate change;
 - (b) Establish strategic targets for community-wide greenhouse gas emissions reduction; and
 - (c) Provide recommendations concerning the adoption of new and enhanced policies, programs and actions for the City in pursuit of targeted reductions.
- D4.2 To design and implement a robust public engagement program that will:
- (a) Build broad public awareness and understanding about the issues related to climate change in Winnipeg, including climate change adaptation;
 - (b) Gather the views and priorities of Winnipeggers and effectively incorporate these into the development of the action plan; and
 - (c) Build relationships between the City, its constituents and other existing and potential partners to garner broad stakeholder commitment to the plan and to facilitate and/or support implementation of the community-wide action plan.

D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall consist of the design and implementation of a public engagement program and the development of community-wide climate action plan in accordance with the following:
- (a) Prepare a draft community-wide climate change action plan that achieves the goals and objectives identified in D7; and
 - (b) Design and deliver a public engagement program and communication strategy supporting the action plan that achieves the goals and objectives identified in D8.

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) "IAP2" means the International Association for Public Participation;
- (b) "OurWinnipeg" means the City of Winnipeg's Municipal Development Plan;
- (c) "Plan" means Community-Wide Climate Change Action Plan; and
- (d) "Public Service" means the staff of the City of Winnipeg.

D7. CLIMATE CHANGE ACTION PLAN GOALS & OBJECTIVES

D7.1 Goal 1 is to establish a vision and targets

- (a) The community-wide climate action plan will articulate a clear overall vision on community-wide climate change mitigation and define greenhouse gas emission reduction targets that will guide plan development.
- (b) Objectives:
 - (i) Conduct a review of and report on common and best practices in vision articulation and target setting for climate change mitigation; and
 - (ii) Propose and facilitate a meaningful vision and target-setting process that establishes the overall context for local action planning. This process will incorporate and expand upon Council's established community-wide reduction target (6% below 1998 levels), for which no target date or complementary strategy have been established. The target-setting process should also facilitate the City's commitment to develop longer term targets, and be responsive to, at minimum:
 - 1) Rationale of the global scientific community;
 - 2) The regional context (e.g. climate, emissions intensity of energy sources);
 - 3) Targets established by senior levels of government;
 - 4) Targets established by peer municipalities; and
 - 5) Previous City studies.
- (c) Identify and articulate how the overall vision may contribute to achieving broader goals contained within, *OurWinnipeg*, and its supporting strategies.

D7.2 Goal 2 is to identify opportunities to act

- (a) The climate action plan will provide a roadmap for action (policies, programs, and otherwise) for the City of Winnipeg to pursue independently and/or in collaboration with other community stakeholders to achieve the identified GHG emission targets.
- (b) Objectives:
 - (i) Conduct a review of, and report on common and best practices in greenhouse gas emission reduction actions;
 - (ii) In consultation with key stakeholders and the general public, identify an extensive list of actions that could be undertaken. Potential actions should be organized logically within discreet goals corresponding to the overall vision;
 - (iii) Identify and qualify/quantify key opportunities and constraints associated with each, including, but not limited to:
 - 1) Policy alignment: what other policy objectives would be supported by the action either directly or indirectly;
 - 2) Jurisdiction issues: which parties, if not the City, must take a leadership role or be involved in making this action successful;
 - 3) Effectiveness in meeting emission targets established in D7.1(a);
 - 4) Overall cost and benefit using a triple-bottom-line approach;
 - 5) Other key performance criteria such as job creation/retention, and energy savings;

- 6) Potential of the action, if any, to increase community resilience to climate change (adaptation);
 - 7) Relative ease of implementation;
 - 8) Actions that are specific, measureable, achievable, relevant, and time bound; and
 - 9) Key stakeholders and collaborators to support implementation.
- (iv) Propose and apply selection criteria to actions; and
 - (v) Provide a draft list of recommended actions and facilitate a process for their review and acceptance.

D7.3 Goal 3 is to define an implementation strategy

- (a) The climate action plan will provide a strategic approach to implementation for all recommended actions identified in the plan and introduce appropriate measurement and performance monitoring over time.
- (b) Objectives:
 - (i) Propose and apply a prioritization scheme to the recommended actions with clear, action-oriented statements;
 - (ii) Propose an implementation schedule with timelines, key 'owners' and partners, and estimated costs/resource requirements adequate to support successful implementation;
 - (iii) Clearly identify low/no-cost strategies that can be implemented immediately to build overall momentum;
 - (iv) Propose an evaluation and monitoring approach, schedule, and/or strategy to the action plan including key performance metrics tied to each action which may be applied to regularly monitor progress; and
 - (v) Prepare an implementation plan/section with identifiable, clear, action-oriented statements, timelines, costs, etc.
 - 1) Utilize tables, charts, graphic/photo and other innovative presentation techniques.

D8. PUBLIC ENGAGEMENT

- D8.1** The Consultant will design and deliver an open and transparent public engagement program intended to seek broad input into the development of a community-wide climate change action plan. The public engagement program should support key decision points through all stages of the project. Everyone from key stakeholders to members of the general public should have the opportunity to participate and have their voices heard as part of this process.
- D8.2** The three key components of the public engagement scope of work include:
- (a) Development of a public engagement plan
 - (b) Delivery of activities included in public engagement plan
 - (c) Preparation of a final report on public engagement
- D8.3** The following presents an outline of the City's minimum expectations for the public engagement program and will be the basis of evaluating the public engagement component of the proposal. We anticipate that the Consulting team will draw upon its expertise and create a public engagement program that will capture the imagination of all Winnipeggers and exceed expectations.
- D8.4** Goal 1 deals with effective process
- (a) The public engagement process effectively gathers information and feedback about relevant public needs, values and priorities for consideration at progressive decision points within the project, so that project outcomes reflect the values and perspectives of the community.

- (b) Objectives:
- (i) Consider best practices, the IAP2 Principles for Public Participation, the City of Winnipeg's Public Engagement Handbook, recommendations from staff and stakeholders, situational analysis and project understanding in the development and adjustments of the over the course of the project;
 - (ii) Ensure that the scope of decisions that need to be made over the course of the project are clarified to facilitate a coordinated approach to seeking public and stakeholder input on a full breadth of relevant issues;
 - (iii) Identify stakeholders and their interests and perspectives that may be directly related to the overall project and/or specific decision points within the project. Determine how stakeholders want to contribute to the project and how they want to be kept informed;
 - (iv) Seek the public's input on the design of the public engagement program to ensure community expectations and needs are met in the design and execution of the overall program and individual events and activities;
 - (v) Prepare all communications to effectively provide relevant information to support and encourage public interest and understanding;
 - (vi) Prepare clear intent statements for every public engagement opportunity/activity for inclusion in communications with the public. This should include clear articulation of the information/input being sought and the tools being used;
 - (vii) Develop a public engagement plan that clearly identifies:
 - 1) The public's role in the decision-making process;
 - 2) The decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - 3) The public engagement need/interest associated with each decision step, along with the recommended level of participation; and
 - 4) How input will be used to influence decisions.
 - (viii) Seek project manager/project team input and sign off, on all public engagement plans and activities;
 - (ix) Work with the project manager/project team to iteratively review and adjust the public engagement process as may be necessary over the course of the project;
 - (x) Provide summaries of public engagement results and their relevance to decisions being made after significant engagement activities and/or on a mutually agreed upon schedule;
 - (xi) Provide a public engagement report that summarizes all public engagement activities and results, which will be shared with stakeholders and the public (could be included as appendix to the plan);
 - (xii) Evaluate community/participant satisfaction with the overall public engagement program and their level of support for the project outcome;
 - (xiii) Document and evaluate the public engagement program, tools and techniques used within the project and report on the lessons learned to inform future public engagement activities of the City; and
 - (xiv) Provide an evaluation report to the project manager/team. Translate successes and challenges encountered within the public engagement program and activities used in this project to inform future City public engagement processes and activities.

D8.5 Goal 2 deals with broad community representation

- (a) The public engagement program will be designed to capture the views, input and feedback from the broadest range of community stakeholders as possible.
- (b) Objectives:
- (i) Identify issues, stakeholders and their perspectives that may be directly related to decision points. This should include but not be limited to:
 - 1) Residents;

- 2) Property Owners;
 - 3) Business Owners;
 - 4) Developers;
 - 5) Utilities;
 - 6) Non-government organizations and associations;
 - 7) Environmental advocacy groups;
 - 8) Elected Officials; and
 - 9) Provincial Government.
- (ii) Identify options and make recommendations for the most constructive way to engage with the public and to receive broad stakeholder input, considering the nature of input being sought and the range of stakeholder characteristics and interest;
- (iii) Explore ways to engage potentially under-represented stakeholders such as youth, ethnic and cultural communities, new Canadians and others. This may involve one on one meetings, tapping into established networks of stakeholder groups or other methods;
- (iv) Identify stakeholders with high, medium and low levels of interests in issues related to the project, and develop approaches to reach stakeholders with all levels of interest (e.g. direct, indirect, city-wide); and
- (v) At the discretion of the City, administer at least one survey that represents a statistically accurate cross section of Winnipeggers on issues that may be identified over the course of the project. If the City decides to proceed with a survey, the cost to administer the survey will be negotiated separately with the Consultant.

D8.6 Goal 3 deals with openness and transparency

- (a) The public engagement program and associated communications will allow stakeholders to understand the scope of the project, the relevance of their values and perspectives on issues being considered in the project, and the opportunities for them to access information, ask questions and provide input and feedback.
- (b) Objectives:
- (i) Develop a communications plan to support the overall project and public engagement plan, providing open, timely, and effective information about the scope of the project, decisions to be made, and where and how public input is being sought and will be used to make decisions;
 - (ii) Develop a protocol for receiving the City's approval for communications materials and for responding to and tracking public inquiries and feedback;
 - (iii) Liaise with the Project Manager and Office of Public Engagement as required;
 - (iv) The Consultant will be expected to contribute to all content of a City managed project website that will provide ongoing and reliable public information about the project and process. The website may also serve as a viable or "virtual" alternative to in-person consultation events. It may include various ways to receive feedback such as commenting, ideation, mapping, surveys, questionnaires, message boards, blogs, etc. as deemed appropriate. Information may also include, but is not limited to, project updates, information about upcoming events and materials shared in public engagement events.
 - (v) Prepare public-facing summaries of public engagement results at major project milestones as well as the conclusion of the public engagement program, and make them available on the project website;
 - (vi) Develop and manage a complementary social media strategy, as appropriate;
 - (vii) Use a range of other communication and engagement tools to maximize reach;
 - (viii) Illustrate and communicate key issues and concepts using a variety of innovative and creative graphic presentation techniques such as transformative images, photo inventories, animations, videos, etc.;

- (ix) Supply to the City all information to be included in communications material, including electronic copies of original graphics, illustrations, images, maps, concepts, etc.;
- (x) Provide excellent graphic design in all materials produced for this project;
- (xi) Coordinate production of all materials and access to equipment necessary for public engagement events. This can include handouts, presentation boards/easels, PowerPoint presentations, polling technology and audio/visual equipment, etc.;
- (xii) Consultant will be responsible for booking, facilitating and staffing all public engagement activities and events; and
- (xiii) Confirm project manager approval for all communications material. A project team member or subcommittee of the Project Team may be identified to liaise with /support the public engagement program.

D9. CITY'S ROLE IN THE PROJECT

- D9.1 The City has an established Project Manager and Project Team consisting of staff from the Planning Property and Development Department.
- (a) An internal Technical Advisory Committee (TAC) will be established comprised of technical representatives from multiple City departments. The TAC is chaired by the Project Manager, and meetings can be held periodically during the Plan drafting period to receive technical input. The City can organize the TAC meetings and they will be held in a City facility;
 - (b) The City's project team has previously identified and can provide a list of key external stakeholders that are likely to become key participants in the engagement process. The City can assist with the preparation and production of all public and stakeholder presentation and consultation materials and coordination of consultation events;
 - (c) Assistance from City staff will be available to implement the public consultation process including staffing of information sessions, facilitation for design workshop break-out groups, etc.;
 - (d) Notwithstanding objectives outlined in D8.1, The City will lead the public communication for the Project with advice, input and assistance from the Consultant. The City will establish and manage a project website to share information about the project and document progress and be responsible for any newspaper advertising, posters or other public notice for events;
 - (e) The City will produce some content for the website, but the majority of content from the stakeholder/public consultation process will be supplied by the Consultant, including, but not limited to: background information (including reports), draft documents, and reproductions of open house boards, etc. that will be posted to the website. The success of the website as a communication tool will be achieved by a timely submission of information in a format that is easy to read and understand, and can be readily posted electronically (e.g. PDF, jpg);
 - (f) The City will participate in the Plan review process, including the implementation strategy, with a commitment to providing content (text and graphics), along with editing and formatting services. The process of preparing the Plan will parallel the stakeholder/public consultation program;
 - (g) The City will cover administrative costs and expenses for public consultation events including, venue rental charges, equipment rental, catering for snacks and refreshments, printing, postage, courier, newspaper advertising, and photocopying. Wherever possible, City facilities will be used to host public events;
 - (h) The City can make a presentation to stakeholders at the project kick-off meeting summarizing the key background information and highlights of each guiding document;
 - (i) The City can compile a package of background information to be included in an Appendix to the Plan;

- (j) The City will articulate the relevance of *OurWinnipeg*, accompanying direction strategies such as A Sustainable Winnipeg, and the Plans that have resulted from that process, and what these documents mean to the development of a Plan under the current City of Winnipeg policy framework;
- (k) The City can provide digital base mapping to the Consultant to facilitate production of project graphics and maps for the public consultation program and draft and final copies of the Plan as required; and
- (l) The Plan will require approval from City Council. The City of Winnipeg will be the lead in presenting the final Plan to Council for approval.

D10. DELIVERABLES

- (a) The primary Project Deliverable is to be a high quality action plan, illustrated throughout, including standard components such as an executive summary, appendices, etc. The body of the document should cover the following items in detail:
 - (i) A clear illustration of the relationship and plan hierarchy within the context of Winnipeg's development plan *OurWinnipeg*, and its supporting strategies;
 - (ii) Background, decision-making history, and contextual information on climate change, climate change mitigation, and the local and international context for action;
 - (iii) Plan vision, recommended targets, and a detailed action plan and implementation strategy in accordance with the goals and objectives in D7;
 - (iv) Include graphical and tabular representations of difficult or complex concepts and data; and
 - (v) Detailed documentation of public engagement as identified in D8.
- (b) The Consultant shall allow for a reasonable period for complete review of all drafts to be included in the final deliverable.
- (c) The Consultant shall deliver a final presentation on the public engagement process and action plan to members of Council.
- (d) The final report is to be submitted in hard copy and electronic form (in both word and pdf format). The Consultant shall provide three (3) bound copies of progress and final reports as required, plus one (1) copy on data stick. The Consultant may consider the establishment of a 'Sharepoint' site (or equivalent) to facilitate the ease of access to, and transfer of large documents and files.
- (e) In addition to final deliverables, progress reports / working reports should be completed on a regular basis, or tied to the completion of major milestones to permit the review of project Work, flag and resolve problems as they occur, deal with scope change issues, etc. These should be included in the project timeline.
- (f) Files containing images, graphics, or photographs are to be submitted in a high resolution digital electronic format on a data stick (e.g. pdf, jpg).

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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.

D12. INSURANCE

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D12.2 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.
- D12.3 The policies required in D12.2(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.
- D12.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D12.2(a).
- D12.5 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 D12.8.
- D12.6 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.
- D12.7 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.
- D12.8 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 D11;
 - (ii) evidence of the insurance specified in D12;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D13.3 The City intends to award this Contract by May 22, 2017.

D14. CRITICAL STAGES

D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Completion of plan visioning and target setting as indicated in D7.1– September 15, 2017
- (b) Completion of draft action and implementation plan sections as indicated in D7.1 and D7.3 – February 1, 2018
- (c) Submission of draft final report and public engagement summary as indicated in D5.1– March 1, 2018
- (d) Final acceptance of reviewed draft plan and presentation to Council – April 1, 2018.