



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 145-2025**

**PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG CLIMATE ACTION  
PLAN UPDATE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR WINNIPEG CLIMATE ACTION PLAN UPDATE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 14, 2025.

B2.2 The Consulting Contract Administrator or the Manager of Purchasing 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 Consulting Contract Administrator 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 Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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

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

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

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

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. 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 Consulting Contract Administrator.

## **B5. ADDENDA**

B5.1 The Consulting Contract Administrator 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 Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

## **B6. PROPOSAL SUBMISSION**

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

- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Social Procurement Questionnaire (Section C) in accordance with B9;
- (b) Experience of Proponent and Subconsultants (Section D) in accordance B10;
- (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B11;
- (d) Project Understanding and Methodology (Section F) in accordance with B12; and
- (e) Project Schedule (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.

B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

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

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2

B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B8.1.1 A minimum of 10% of the project budget should be directed to Indigenous (First Nations, Inuit and/or Red River Métis (Métis) peoples) Team member(s) or an Indigenous (First Nations, the Red River Métis Nation, and/or Inuit communities)-owned firm, with local knowledge and connections

B8.1.2 Along with verification identified through the Social Procurement process, third-party verification should encompass either validation of government issued First Nation, Inuit,

Métis or non-status documentation or affirmation from the First Nation, Inuit, Métis or non-status that the applicant identifies with.

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.

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).

B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

B8.6.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D16. Any such costs shall be determined in accordance with D16.

## **B9. SOCIAL PROCUREMENT QUESTIONNAIRE (SECTION C)**

B9.1 The Proponent should fill out the questionnaire in accordance with the questionnaire instructions in Appendix A: Social Procurement Questionnaire.

## **B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION D)**

B10.1 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 two (2) project of similar complexity, scope and value.
- (b) For each project listed in B10.1(a), the Proponent should submit:
  - (i) description of the project:
    - (i) include what aspects of this project are relevant to this Request for Proposal;
    - (ii) include how this project aligns with the expertise listed in B11; and
    - (iii) include a description of obstacles, delays or unexpected hurdles and what was done to adapt to meet the project deliverables.
  - (ii) where applicable, description of incorporating First Nations, Metis and/or Inuit experiences and knowledge into project process and outcomes;
  - (iii) role of the consultant;
  - (iv) project owner;
  - (v) reference information (two (2) current names with telephone numbers and email addresses per project);

B10.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.2 The Proposal should include general firm profile information, including:

- (a) Years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants;

**B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)**

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the project which identifies roles of each of the Key Personnel.
- B11.2 For each of the Key Personnel identified in B11.1.1, state their experience and qualifications.
- (a) Include team member expertise which is relevant to the Project including but not limited to:
    - (i) Municipal Climate change Planning and Analysis;
    - (ii) Infrastructure Planning and Asset Management, including natural assets;
    - (iii) Local First Nations, Métis and Inuit climate and cultural knowledge;
    - (iv) Sustainable community development (Urban planning and Design: land use, urban development, integrated planning); and
    - (v) Stakeholder consultation, public engagement and climate communications.
  - (b) Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer.
  - (c) For each person identified, include at least two (2) comparable project 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 B10, provide only the project name and the role of the key person. For other projects, provide the following:
    - (i) Description of the project;
    - (ii) Role of the persons;
    - (iii) Project owner; and
    - (iv) References information (two (2) current names with telephone numbers and email addresses per project).

**B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)**

- B12.1 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.
- B12.2 Identify the frequency of project team meetings with the City, commensurate to the project Scope and schedule. Identify the types of meetings (e.g. in person, teleconference) and travel for any team members.
- B12.3 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.4 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project with respect to internal collaboration within the Consultant's project team, and in collaboration with the City's project team (e.g. internal collaboration and project/document management tools, and communication with the City's Consulting Contract Administrator).
- B12.5 Proposals should address the team's understanding of the project requirements including but not limited to:
- (a) Relevance of global climate perspectives and efforts to this Project;
  - (b) Winnipeg's existing climate policies and strategic actions and the intent and purpose of the Winnipeg Climate Action Plan;
  - (c) Relevant policy, legislation and other factors influencing climate action in Winnipeg;
  - (d) First nations, Métis, Inuit and Urban Indigenous rights, knowledge and climate expertise;
  - (e) Built and natural asset planning and management;
  - (f) broad functional and technical requirements of the Project;

- (g) International Association of Public Participation (IAP2) processes and principles and how they apply to the Project;
- (h) project schedule;
- (i) project risks;
- (j) How the team's proposed Project methodology will address the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (k) any other issue that conveys your team's understanding of the project requirements.

B12.6 Further to B12.5(g), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B12.7 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B12.7.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B12.8 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.7.

B12.9 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.10 For each person identified in B11.1.1, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

### **B13. PROJECT SCHEDULE (SECTION G)**

B13.1 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.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the delivery of the Project in accordance with the Scope of Services identified in D4. Reasonable times should be allowed for completion of these processes.

### **B14. DISCLOSURE**

B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) N/A

### **B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

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

that could or would be seen to:

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

**B15.3** In connection with their Proposal, each entity identified in B15.2 shall:

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

**B15.4** Without limiting B15.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B15.5** Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B15.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B16. OTHER THIRD-PARTY FUNDING**

- B16.1 Proponents are advised that funding for this Contract may be provided to the City by the Federation of Canadian Municipalities (FCM). However, as of the date of the posting of this Proposal the terms concerning this funding are not yet certain. As such, Proponents agree that, by submitting their Proposal, they are aware that:
- (a) the aforementioned funding may be provided to the City subject to certain terms and conditions
  - (b) those terms and conditions may need to be applied to the Contract; and
  - (c) accordingly, should third party funding terms be applicable, the Contract must be amended to incorporate same and impose same on the Contractor.
- B16.2 For the avoidance of doubt, Proponents agree that the City shall have the authority to amend the Contract to incorporate all necessary flow through funding agreement terms, should such a need arise, and such amendment shall not be considered a Change in Work for the purposes of C7 of the Contract

## **B17. QUALIFICATION**

- B17.1 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;
- B17.2 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, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B17.3 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 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;
  - (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) associated with this Contract;
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
  - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.4 and D6).
- B17.4 Further to B17.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility](#)

Training for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B17.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B17.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B18.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

## **B19. IRREVOCABLE OFFER**

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B20. WITHDRAWAL OF OFFERS**

B20.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B21. INTERVIEWS**

B21.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B22. NEGOTIATIONS**

B22.1 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.

B22.2 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.

- B22.3 If, in the course of negotiations pursuant to B22.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B23. EVALUATION OF PROPOSALS**

B23.1 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 B17:  
(pass/fail)
- (c) Fees; (Section B) 10%
- (d) Social Procurement Questionnaire; (Section C) 5%
- (e) Experience of Proponent and Subconsultants; (Section D) 20%
- (f) Experience of Key Personnel Assigned to the Project; (Section E) 20%
- (g) Project Understanding and Methodology; (Section F) 40%
- (h) Project Schedule. (Section G) 5%

B23.2 Further to B23.1(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.

B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B23.5 Further to B23.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B23.6 Further to B23.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.57.

B23.7 Further to B23.1(d), Social Procurement Questionnaire will be evaluated considering the information provided in response to B9. Points scored in the Social Procurement Questionnaire will be converted to the points stated in B23.1(d).

B23.8 Further to B23.1(e), 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 B10.

B23.9 Further to B23.1(f), 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 B11.

B23.10 Further to B23.1(g) Project Understanding and Methodology will be evaluated considering your firm's understanding of the Project, project management approach and team organization in accordance with B12.

- B23.11 Further to B23.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B23.12 Notwithstanding B23.1(c) to B23.1(h), where a Proponent fails to provide a response to B9 to B13, the score of zero may be assigned to the incomplete part of the response.
- B23.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B24. AWARD OF CONTRACT**

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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 their 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 The City may, at their discretion, award the Contract in phases.
- B24.5 Further to B24.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B24.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B24.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B24.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B24.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B24.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) 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, Purchasing 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. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Susanne Dewey Povoledo  
Senior Sustainability Planner

Telephone No. 431-293-8772  
Email Address: sdeweypovoledo@winnipeg.ca

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

#### D3. BACKGROUND

D3.1 The Office of Sustainability is leading the update of the 2018 Winnipeg Climate Action Plan and the development of the City's first climate resilience strategy. The final deliverable of this Project will be the new Winnipeg Climate Action Plan (WCAP). It will provide direction for the City's emission reduction and climate resilience actions and will be relevant to all City departments. It will also inform the City's coordination with community organizations, businesses, Indigenous peoples, and other levels of government.

#### D3.2 Winnipeg Context

- (a) Winnipeg is located in Treaty One Territory, the home and traditional lands of the Anishinaabe (Ojibwe), Ininew (Cree), and Dakota peoples, and in the National Homeland of the Red River Métis. The city's clean drinking water comes from Shoal Lake 40 First Nation, in Treaty Three Territory. The electrical and natural gas systems that we rely on are located and operate across Manitoba, in Treaty 1, Treaty 2, Treaty 3, Treaty 4 and Treaty 5 Territory.
- (b) Winnipeg is in the geographic centre of the continent and is the capital and largest city in the province of Manitoba. It is a common destination for residents from rural and remote northern locations to access health care and other services. Winnipeg is a diverse community with an estimated population for 2024 between 832,800 and 839,700 of approximately within a land area of 47,500 hectares. Approximately fifty-five percent of Manitoba's population lives in Winnipeg. The Winnipeg Census Metropolitan Area (CMA) as defined by Census Canada includes 11 adjacent municipalities with a high degree of integration with Winnipeg. Its population is estimated to be between 932,300 and 940,700. (source: City of Winnipeg 25-year Population, Housing and Employment Projections, 2024 Update)
- (c) Winnipeg has the largest Indigenous population of major cities in Canada, with significant growth anticipated in the coming years. Just over twelve percent of Winnipeg's population is Indigenous, including First Nations (44.3%), Métis (52.7%) and Inuit (0.5%).

<https://legacy.winnipeg.ca/cao/pdfs/2024-Population-Housing-and-Employment-Projections.pdf>

Source: 2021 Census Canada: <https://www12.statcan.gc.ca/census-recensement/2021/as-sa/fogs-spg/Page.cfm?lang=E&topic=8&dguid=2021A00054611040>

- (d) Immigration plays a key role in Winnipeg's population growth. 27.3% of Winnipeg's population immigrated from outside of Canada.

Source: City of Winnipeg Neighbourhood Profiles, 2021 Census:  
<https://legacy.winnipeg.ca/census/2021/>

- (e) In 2016, 13% of the population or 1 in 8 Winnipeggers were living below the poverty line with many others living just above it. Certain demographics experience higher likelihoods of living in poverty, including 1 in 4 Indigenous people and 1 in 4 new immigrant residents who arrived in Canada with 5 years of report publication. Single parents, particularly those from female-headed households are also disproportionately impacted by poverty, with 1 in 5 lone parents in Winnipeg living in poverty. In Winnipeg almost half of low-income people work or are looking for work, and 1 in 5 low-income people who work full-time are still in poverty. (source: Winnipeg Poverty Reduction Strategy (2021-2023):

[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20211125\(RM\)C-16](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20211125(RM)C-16)

### D3.3 Relevant Policies, Strategies, Reports and Current Initiatives

- (a) On September 18, 2018, City Council adopted its first Winnipeg Climate Action Plan (WCAP). It predominantly focused on mitigation and identified the need to develop a climate adaptation and resilience strategy. Greenhouse gas (GHG) emission targets in this plan were:

- (i) 20% reduction by 2030 relative to 2011 levels; and
- (ii) an 80% reduction by 2050 relative to 2011 levels.

<https://legacy.winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/pdfs/WinnipegClimateActionPlan.pdf>

- (b) Winnipeg Climate Action Plan Annual Reports: The Office of Sustainability provides annual reports to Council on climate action.

<https://www.winnipeg.ca/services-programs/trees-environment/climate-action/winnipeg-climate-action-plan>

- (c) In 2022, Council approved the OurWinnipeg 2045 development plan by-law as its new 25-year plan for strategic growth. It provides a vision and policies that influence how City provides its services, how residents get around the city, and how the city grows. The plan responds to the United Nation's 17 sustainable development goals and consists of 21 objectives and 137 policy statements under the 6 localized goals of leadership and good governance, environmental resilience, economic prosperity, good health and well-being, social equity and city building. OurWinnipeg 2045 maintains the WCAP commitment of 20% GHG reduction by 2030 to 2011 levels and increases the target for 2050 to achieving net zero emissions. The new WCAP will align with the goals, objectives and policies of OurWinnipeg 2045.

<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=1&DocId=8222>

- (d) When Council adopted OurWinnipeg 2045, it also adopted the Complete Communities Direction Strategy 2.0 (CCDS 2.0) secondary plan by-law. Together these by-laws represent the City's official development plan, guiding growth and change for the city. The new WCAP will align with and seek to advance the planning and development direction contained in CCDS 2.0.

<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=1&DocId=8221>

- (e) On July 21, 2022, Council approved the Community Energy Investment Roadmap (CEIR). It updates the City's greenhouse gas emissions inventory, and modeled scenarios to define the type of actions and investments needed to reach OurWinnipeg's new target of net zero emissions by 2050.

[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220721\(RM\)C-208](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220721(RM)C-208)

- (f) City of Winnipeg publishes data results of energy use and greenhouse gas (GHG emission inventories from 2025 to present on winnipeg.ca.

[https://data.winnipeg.ca/Organizational-Support-Services/City-of-Winnipeg-energy-use-and-greenhouse-gas-emi/xdp2-h7fb/about\\_data](https://data.winnipeg.ca/Organizational-Support-Services/City-of-Winnipeg-energy-use-and-greenhouse-gas-emi/xdp2-h7fb/about_data)

- (g) Green Building Policies: The City has two green building policies that provide direction for sustainable building practices for new buildings, renovations and major additions, as well as existing and leased buildings.
- (i) Green Building Policy for New City-owned Buildings and Major Additions: Council adopted this policy in July 2010 and amended in December 2011 to ensure that City-owned new facilities and major new additions are designed, constructed and operated to a high standard of performance in environmental, economic and social sustainability. This policy is currently under review. A new policy is expected to be brought forward for Council approval in 2025.  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20111214\(RM\)C-83](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20111214(RM)C-83)
  - (ii) Green Building Policy for Existing City-owned and Leased Buildings: On November 1, 2011, Council approved this policy to direct the public service to implement a green existing building strategy. This policy will be reviewed following Council approval of the Green Building Policy for New City-owned Buildings and Major Additions. [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20111116\(RM\)C-32](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20111116(RM)C-32)
- (h) The Winnipeg Building Energy Disclosure Project was established in 2020 and invites local building owners to share annual energy use information for inclusion on the public Disclosure Map. Information gathered provides a starting point, or benchmark to use in future emission reduction plans. <https://www.winnipeg.ca/services-programs/trees-environment/climate-action/building-energy-disclosure-project>
- (i) Council's Strategic Priorities Action Plan 2023 - 2026 outlines key initiatives and five priority themes to shape Winnipeg's future. Each theme contains priority actions and outcomes to guide the City's efforts for the four-year Council terms. Under the theme of "A Green and Growing City with Sustainable Renewal of Infrastructure", Council has identified the review and update of WCAP and development of a Climate Resilience Strategy as a priority action.  
[https://www.winnipeg.ca/sites/default/files/2023-07/2023-2026-Council-Strategic-Priorities-Action-Plan\\_1.pdf](https://www.winnipeg.ca/sites/default/files/2023-07/2023-2026-Council-Strategic-Priorities-Action-Plan_1.pdf)
- (j) The City of Winnipeg is partnering with Indigenous organizations and governments to codevelop a Greenspace Plan and a Biodiversity Policy which are expected to protect, enhance and restore our shared greenspaces for future generations.  
<https://www.winnipeg.ca/news/2024-06-17-city-winnipeg-and-indigenous-partners-join-together-co-develop-greenspace-plan-and-biodiversity#:~:text=The%20Greenspace%20Plan%20and%20Biodiversity,corridors%2C%20and%20biodiversity%20in%20Winnipeg>

#### **D3.4 Other Relevant Documents**

- (a) Winnipeg Indigenous Accord: established a process for the City to work with others to collectively set goals and report progress annually. Organizations are invited to sign the accord and establish commitments to advance the Truth and Reconciliation Commission (TRC) Calls to Action and Missing and Murdered Indigenous Women, Girls, and Two-Spirited (MMIWG2S+) Calls for Justice.  
<https://legacy.winnipeg.ca/indigenous/wia/>
- (b) Missing and Murdered Indigenous Women, Girls and Two-Spirited Peoples (MMIWG2S+) civic plan and key elements: Since 2022, the City of Winnipeg has been implementing a civic plan of initiatives in partnership with Giganawenimaanaanig. Annual reports on the Winnipeg Indigenous Accord provide progress updates.  
<https://legacy.winnipeg.ca/indigenous/MMIWG/default.stm>
- (c) Winnipeg Poverty Reduction Strategy (2021-2031): adopted by Council in 2021, it is a comprehensive plan, co-created with the community, that includes a practical approach to reducing poverty, increasing equity, and incorporating a "culture of caring" in all City endeavors over the next decade.  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20211125\(RM\)C-16](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20211125(RM)C-16)

- (d) Winnipeg Poverty Reduction Strategy: Implementation Plan (2024- 2027): provides a status update and the implementation plan for the Winnipeg Poverty Reduction Strategy, including recommendations for actions to be considered in the 2024-2027 budget process.  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20231123\(RM\)C-25](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20231123(RM)C-25)
- (e) Newcomer Welcome and Inclusion Policy: Adopted by Council in 2020, this policy presents a vision for how the City of Winnipeg (the “City”) can better support the settlement and integration of Newcomers, and foster a welcoming, inclusive, and equitable city for all new residents of Winnipeg. Strategic Priorities and Objectives are identified in the Policy as key aspects for implementation by City employees and elected officials, and to illustrate the importance of being welcoming and inclusive of diversity in the workplace and community.  
<https://clkapps.winnipeg.ca/DMIS/Documents/DocExt/CP/7705.pdf>
- (f) Universal Design Policy: adopted by Council in 2001 to guide the City in removing and avoiding barriers in interior and exterior environments, information and communication and in delivering all services.  
<https://www.winnipeg.ca/media/3341>
- (g) Accessibility Design Standard: provides design requirements for indoor and outdoor environments and guides the design of the City’s new constructions and major renovations.  
<https://www.winnipeg.ca/media/3338>
- (h) Winnipeg Hazard, Risk and Vulnerability Assessment (HRVA): Provides a summary of the risk that natural, technological and human-caused hazards may pose to the city of Winnipeg. The HRVA is developed through a process that identifies, analyzes, and assesses the likelihood of hazards that may occur or have historically occurred and the consequences of those hazards. This draft document is undergoing final review and approvals.
- (i) Winnipeg Transit Master Plan: adopted by Council on April 29, 2021. It includes an entirely new transit network to better respond to the needs of residents, with a system designed to be resilient, changing and adapting as the city grows. The new network is based on a frequent transit network concept adapted to fit Winnipeg which will more than double the number of Winnipeg households within a short walk of frequent transit service once completed.  
<https://info.winnipegtransit.com/en/major-projects/transit-master-plan/>
- (j) Primary Transit Network Service Implementation Plan: Adopted by Council in June 2024, the Primary Transit Network and its feeder routes will launch on June 29, 2025.  
<https://www.winnipeg.ca/city-governance/strategic-plans-policies/winnipeg-transit-master-plan/primary-transit-network>
- (k) Transportation Master Plan: adopted by Council in 2011 as its long-term strategy to guide the planning, development, renewal and maintenance of a multi-modal transportation system in a manner that is consistent with projected needs and aligned with the City’s then current development plan. It is currently under review.  
<https://legacy.winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (i) Transportation 2050 (Update to the 2011 plan) is anticipated to be brought forward for Council approval in spring 2025. <https://engage.winnipeg.ca/transportation-master-plan-2050>
- (l) Winnipeg Pedestrian and Cycling Strategies: adopted by Council in 2015 as directions for walking and cycling policies, infrastructure, and programs. It includes a detailed implementation strategy with short, medium, and long-term priorities for walking and cycling improvements.  
<https://legacy.winnipeg.ca/publicworks/pedestriansCycling/strategiesActionPlan/background.stm>
- (i) These strategies are being updated in coordination with the current Transportation Master Plan update. <https://engage.winnipeg.ca/transportation-master-plan-2050>

<https://legacy.winnipeg.ca/publicworks/pedestriansCycling/strategiesActionPlan/pdf/strategy.pdf>

- (m) Comprehensive Integrated Waste Management Strategy - Five Year Review: approved by Council in 2019, updates the original strategy adopted by Council in 2011 and guides the City's management of garbage and recycling. It is currently again under review and will provide direction on how to achieve new residential target of 75%, as directed in the WCAP and CEIR. The updated strategy is expected to be presented for Council in spring 2025.  
<https://clkapps.winnipeg.ca/DMIS/ViewPdf.asp?SectionId=533143>
- (n) On May 26, 2022, Council approved the Winnipeg Recreation and Parks Strategies as long-term strategic plans to guide investment in and decision on recreation and parks services and operations.  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220526\(RM\)C-211](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220526(RM)C-211)
- (i) The Winnipeg Recreation Strategy guides recreation facility investment and service provision decisions.  
(i) [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220526\(RM\)C-219](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220526(RM)C-219)
- (ii) The Winnipeg Parks Strategy guides parks system service delivery and investment decision-making.  
(i) [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220526\(RM\)C-213](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220526(RM)C-213)
- (o) On December 14, 2023 Council adopted the Comprehensive Urban Forest Strategy as the City's long-range strategic plan to guide the planning, growth, management and protection of Winnipeg's urban forest and the delivery of urban forestry services.  
<https://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=24335&SectionId=71555&InitUrl;>
- (p) The 2018 State of the Infrastructure Report provides a high-level summary of the 2018 Asset Management Plan.  
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/state-of-infrastructure-report.stm>
- (q) 2018 City Asset Management Plan: reports on the major asset groups and associated asset sub-types that the City of Winnipeg (the City) manages to deliver services. It summarizes the inventory, overall replacement value, age, and condition of all the City's major asset groups and presents this information in a format that compares the data across various service areas. It outlines the funding deficit and strategies associated with meeting assumed levels of service for existing and new infrastructure, and serves as an action plan for continual improvement initiatives across the entire organization.  
<https://legacy.winnipeg.ca/infrastructure/pdfs/City-Asset-Management-Plan-2018.pdf>
- (r) 2024 Infrastructure Plan: captures the City's 10-year capital investment priorities and makes connections to primary and secondary planning documents such as OurWinnipeg 2045, Complete Communities Direction Strategy 2.0, Poverty Reduction Strategy and the Climate Action Plan and to themes recognized in Council's Strategic Priorities Action Plan. It provides a blueprint for how the City can maintain sustainable and affordable service delivery for residents by incorporating the information from the plan into the City's annual investment planning cycle and multi-year budget process.  
<https://legacy.winnipeg.ca/infrastructure/infrastructure-plan.stm>
- (s) The 2024 Infrastructure Plan Interactive Tool/Dashboard allows users to apply filters to the infrastructure plan data for a tailored view of investment priorities based on department, service area, alignment with SPAP, and other factors.  
<https://legacy.winnipeg.ca/infrastructure/infrastructure-plan/>
- (t) Multi-Year Budget Policy: adopted by Council to define the approach to be used for multi-year budget and Council approvals.  
<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=7709>
- (u) Financial Management Plan: a plan to support the long-term financial health and sustainability for the COW.

<https://legacy.winnipeg.ca/finance/files/fmp.pdf>

- (v) Corporate Strategic Plan 2024-2027: outlines key administrative directions, goals and priorities for the city of Winnipeg public service. <https://www.winnipeg.ca/city-governance/documents-reports/corporate-strategic-plan-2024-2027>
- (w) 2025 Preliminary Budget: includes the following information:  
<https://www.winnipeg.ca/media/4275>;
  - (i) outline of the organization, governance and administrative structure (p 33-37);
  - (ii) overview of budget process and strategic framework (p 64-67);
  - (iii) highlights from the City's multi-year budget policy and financial management plan (p. 69-70, 74);
  - (iv) community and financial trends (p. 71-73); and
  - (v) City's performance measures (p. 75-77; individual performance by service starts on page 107).
- (x) City of Winnipeg Economic, Demographic and Fiscal Outlook 2024 Update:  
<https://legacy.winnipeg.ca/cao/pdfs/2024-Economic-Demographic-and-Fiscal-Outlook.pdf>.

### **D3.5 Climate Relevant Administrative Structure and Committees**

- (a) The Senior Management Team Climate Steering Committee (SMT CSC): Recognizing every department's contribution to achieving the City's climate goals, this committee provides the organizational leadership and fosters a culture of departmental ownership over climate mitigation actions and measures. It oversees implementation of the City's high-level climate policy through all budget, reporting, and strategic planning processes and will steer updates to the Winnipeg Climate Action Plan, including the creation of a Climate Resiliency Strategy. The Deputy CAO chairs this committee and is the Project sponsor;
- (b) The Office of Sustainability Division (OSD) resides in the Water and Waste Department and is responsible for project delivery. The Manager of the office is the business owner, reports to the SMT CSC and supports the Office's core project team;
- (c) An Internal Core Working Group (CWG) and additional Subject Matter Experts (SME) from across the organization will advise the OSD Project Team and Consultant for the duration of the Project. The CWG will provide strategic advice and support to the Project. It will identify internal systems changes necessary to implement climate actions within the timeframes necessary to achieve climate goals. This includes but is not limited to budget prioritization processes, departmental operations, and interdepartmental collaboration. The SMEs will advise on departmental policy and operational context relevant to decisions made in the Project and will collaborate in the development of new and existing strategies and actions relevant to their areas of expertise; and
- (d) The Climate Action and Resilience Committee (CARC): Council approved this ad hoc committee on September 22, 2022, with membership initiated in January 2024, to advise Mayor and Council of climate change issues, engage community to help shape the implementation and updates to the Winnipeg Climate Action Plan and support the work of community in advancing climate action. The committee reports to the Standing Policy Committee on Water, Waste and Environment. More information about this committee is available:  
<https://www.winnipeg.ca/city-governance/boards-commissions/climate-action-and-resilience-committee#:~:text=Function,Council%20on%20coop0climate%20change%20issues>

## **D4. SCOPE OF SERVICES**

- D4.1 The Services required under this Contract shall consist of the review and update the Winnipeg Climate Action Plan, in accordance with the following:
  - (a) Project Approach and Project Limits as identified in D4.3 to D4.17.
  - (b) Project Management in accordance with D4.18 to D4.25;

- (c) Background and Context Analysis in accordance with D4.26 and D4.27;
- (d) Climate Hazard, Risk and Vulnerability Assessment in accordance with D4.28 to D4.31;
- (e) Development of Emission Reduction and Climate Resilience Strategies and Actions in accordance with D4.32 to D4.36; and
- (f) Public and Stakeholder Engagement and Communications in accordance with D4.37, D4.38 and D4.43 to D4.55.

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

### **Project Approach**

- D4.3 The goal of the Project is to develop a plan that identifies the actions the City can take independently and in coordination with others to achieve net zero emissions by 2050 and climate resilience for the community. The plan will identify timelines, roles and responsibilities, resource and communication requirements, and recommendations on how to secure or prioritize resources to implement actions in a practical and timely manner.
- D4.4 The Project will carefully consider how potential climate actions directly and indirectly impact the resilience of those living within Winnipeg and beyond its municipal boundaries. This Project will directly benefit City departments and organizations interested in working with the City on climate action by establishing service relevant targets based on climate data and evidence. These outcomes will provide measurable targets and defensible rationale for making necessary changes to service delivery and practices to achieve local climate goals. This Project also seeks to raise awareness and capacity among stakeholders and the broader public to achieve the necessary collective action for meaningful and timely impact.
- D4.5 Equity: The City acknowledges that within the parameters of the Project certain demographics are disproportionately impacted by climate change in consultation with equity groups, this Project will aim to quantify and qualify the risks and vulnerabilities, and incorporate locally relevant equity relevant criteria to identify, detail, prioritize and select actions to be included in the new WCAP.
- D4.6 Advancing Truth & Reconciliation: The Project will acknowledge the intertwined nature of reconciliation and climate action, and will work to establish and address these interconnections in all phases of the Project.
- D4.6.1 "Reconciliation requires constructive action on addressing the ongoing legacies of colonialism that have had destructive impacts on Indigenous peoples' education, culture and language, health, child welfare, the administration of justice and economic opportunities and prosperity". This is one of ten principles identified by the TRC to underpin reconciliation between Indigenous and non-Indigenous Canada; principles embraced by the Winnipeg Indigenous Accord. This Project acknowledges that there are conflicting values that underly colonial and Indigenous systems, in particular in how we view our relationship to the earth. This conflict in values inextricably links efforts in climate action and reconciliation, and establishes the importance of:
- (ii) acknowledging and raising awareness of this truth; and
  - (iii) engaging and collaborating with Indigenous peoples to identify and pursue constructive action to address systemic colonial legacies in what we do and how we do it.
- D4.7 The project process and outcome will honour the City's commitment to the Truth and Reconciliation Commission of Canada: Calls to Action and recognize "respect for Indigenous knowledge, cultures and traditional practices contributes to sustainable and equitable

development and proper management of the environment” (United Nations Declaration of the Rights of Indigenous Peoples, p.9).

- D4.8 Indigenous Engagement: The Project will follow a collaborative approach that:
- (a) in structure and in process respects Indigenous self-determination, governing authority and land rights in accordance with UNDRIP;
  - (b) contributes to strengthening the City of Winnipeg’s government to government relationships with Indigenous peoples;
  - (c) follows a distinctions-based approach, recognizing the unique contexts of Métis, Inuit, First Nations, and urban Indigenous Peoples;
  - (d) focuses on projects with tangible impacts;
  - (e) recognizes that areas for collaboration expand beyond ecosystem management to cover all topics where Indigenous partners have interests;
  - (f) respects Indigenous knowledge holders’ rights to remain decision-making partners in decisions involving Indigenous Knowledge; and
  - (g) contributes to strengthening understanding and capacity of City representatives in facilitating and practicing meaningful Indigenous Engagement.
- D4.9 Community collaboration and cross-jurisdictional coordinated: Recognizing that climate action requires collective action, the Project will embrace the principles of collaboration and coordination for decision-making and implementation. This means that internal and external stakeholders and Rightsholders are aware and understand each others’ roles and accountability for implementation so that all levels of governments, Indigenous governments, key stakeholders and the community can coordinate efforts in developing and implementing impactful climate action. These principles also mean that stakeholders, Rightsholders and community members are engaged as participants to develop and build solutions and to identify preferred solutions.
- D4.10 Evidence based and community-based data and knowledge: The Project will be guided by the best available climate data and knowledge and take a “two-eyed seeing” approach, meaning it will draw on the strengths of both Indigenous knowledges and ways of knowing and Western knowledges and ways of knowing. It will draw on all relevant and available evidence, including community-based evidence and cultural knowledge to guide the identification and prioritization of strategies and actions. This will include evidence related to relative benefit to people and the eco-system, effectiveness, initial and life-cycle costs, and risks.
- D4.11 Transparent and Accountable: This Project will demonstrate transparency and accountability in the project process, clearly identifying points of accountability and communicating how all decisions made within the Project respond. The Project will also develop a monitoring framework for the implementation of the updated Climate Action Plan that includes standardized measurements and ways of reporting on progress on mitigation and resilience targets and equity.
- D4.12 Responsive to broader context: The Project will acknowledge the inter-connectedness of climate issues with other policy and community goals and objectives. It will assess and consider strengths, weaknesses, opportunities and constraints within the Federal and Provincial legislative and funding context, within City policies, plans, processes, funding sources and financing opportunities, and in relation to stakeholder and Rightsholders interests and capacities and community perceptions and readiness.
- D4.13 Systems approach: The Project will work to identify and address systemic barriers and opportunities for achieving climate resilience within the City’s operational and budget decision processes, policies, by-laws and standards. The Project will analyze identified barriers and opportunities and define a clear and practical path towards addressing barriers and seizing opportunities that result in effectively embedding climate resilience consideration in all decision-making.
- D4.14 Economic resilience: The Project will consider the economic resilience of all community members. It will identify opportunities to support community economic development approaches

that address the systemic barriers to opportunity and participation, particularly in areas of highest need. This recognizes the value of efforts in advancing a local circular economy, low carbon economy, and prioritizing strategies and actions with co-benefits for equity groups.

- D4.15 Scale of Impact: The Project will carefully consider how potential climate actions directly and indirectly impact the resilience of those living within Winnipeg and beyond its municipal boundaries. The Project will directly benefit City departments and organizations interested in working with the City on climate action by establishing service relevant targets based on climate data and evidence. These outcomes will provide measurable targets and defensible rationale for making necessary changes to service delivery and practices to achieve local climate goals. The Project also seeks to raise awareness and capacity among stakeholders and the broader public to achieve the necessary collective action for meaningful and timely impact.

### **Project Limits**

- D4.16 This Project will develop a new Winnipeg Climate Action Plan to address both emission reduction and climate resilience. The Project includes updating emission reduction actions based on the data in the CEIR and the targets in OurWinnipeg2045. It also includes conducting a Climate Risk and Vulnerability Assessment (CRVA) and developing a resilience strategy.
- D4.17 Actions not in scope for the Project include updating Winnipeg's community-wide GHG inventory and developing site-specific risk assessments.

### **Project Management**

- D4.18 The Consultant shall be responsible for organizing, chairing and providing minutes and agendas for project meetings.
- D4.19 The Consultant will develop and document a strategy for public and stakeholder engagement in accordance with D4.43 to D4.55.
- (a) The strategy shall be developed with and revised to the satisfaction of the Consulting Contract Administrator; and
  - (b) The document shall be considered living document and shall be assessed and updated as necessary throughout the Project.
- D4.20 The Consultant will develop and implement a strategy for targeted engagement with the Core Working Group, other internal Subject Matter Experts (SMEs), relevant external advisors, and Rightsholders over the course of the Project to inform research, analysis and recommendations.
- D4.21 The Consultant will prepare materials to support the Project Team in providing regular updates to Senior Management and members of Council.
- D4.22 The Consultant will make up to two (2) presentations to senior leaders.
- D4.23 The Consultant will facilitate collaboration of the Project Team and City representatives with interested First Nations and Métis government representatives, First Nations regional organizations, Winnipeg based urban Inuit organizations and urban Indigenous organizations and other experts in the delivery of the Project. This shall include but not be limited to:
- (a) Facilitating a process for the Project Team, City representatives and Indigenous partners to confirm the scope, means and timing for collaborating as needed to accommodate governance processes of participating organizations. (The City will be responsible for identifying and inviting Indigenous partners);
  - (b) Facilitating and supporting collaboration as confirmed through D4.23(a);
  - (c) At the end of the Project, the Consultant shall prepare a document to record the collaborative process and observations;
- D4.24 The Consultant will facilitate coordination and collaboration with climate planning efforts concurrently being delivered by others in the community, as confirmed to be relevant and possible with the Project Team.

### **Project Schedule:**

- D4.25 The Consultant shall develop a project schedule (Gantt chart), including budget and resource requirements, for approval by the Consulting Contract Administrator;
- (a) The Project schedule shall incorporate the following:
    - (i) Review periods of key deliverables by City's Project Team should be a minimum of ten (10 working days); and
    - (ii) Additional schedule considerations as identified for Public and Stakeholder Engagement D4.43 to D4.55.
  - (b) The Consultant shall submit an updated schedule to the City on a monthly basis.

### **Environmental Scan**

- D4.26 The Consultant shall prepare a document on relevant global, national and local context and its relevance to the development of the new plan. The document should include, but not be limited to the following:
- (a) an overview of how global perspectives on Climate Change and Climate Action have changed since 2018;
  - (b) an overview of emerging practices in municipal climate resilience planning and implementation, how emission reduction and climate resilience are addressed within these, and an assessment of which are relevant to the Project and the Winnipeg context;
  - (c) an overview of Indigenous rights, knowledge systems and Indigenous perspectives on climate action and how they are relevant to the scope and process of the Project;
  - (d) an overview of existing legislation, policies, strategies, procedures and processes and how they are relevant to the direction of developing a new WCAP; and
  - (e) an overview of potential partnerships and funding opportunities with other levels of government, Indigenous governments and organizations, utilities, businesses and service providers, stakeholder organizations and others to support local climate efforts.

### **Review and Evaluation of WCAP and CEIR Implementation Goals and Timelines**

- D4.27 The Consultant shall assess goals, strategies, actions and timelines included in the 2018 WCAP and CEIR and prepare a document to report on the assessment and to advise on their appropriateness going forward, based on the findings of the Environmental Scan D4.26. This shall include but not be limited to:
- (a) an assessment of the 2018 WCAP, its scope, approach and progress on its implementation and an assessment of other climate relevant achievements not referenced in the WCAP;
  - (b) draw on the analysis, goals and targets in CEIR as approved to guide the Project and assess progress on its implementation; and
  - (c) based on the environmental scan and results of the WCAP and CEIR review, make recommendations on the scope and approach for the new WCAP and how these will impact the next steps of the Project.

### **Climate Hazard Technical Assessment**

- D4.28 The Consultant shall conduct a technical assessment of locally relevant climate hazards and their impacts and prepare a document to report results. This report shall inform the development of the Climate Risk and Vulnerability Assessment referred to in D4.30 and D4.31.
- D4.29 The assessment shall include but not be limited to the following:
- (a) Identify and assess climate hazards that are relevant to people, City and boarder community services, physical infrastructure, natural ecosystems and the local economy for the short, medium and long-term, and considering medium and high emission scenarios as nationally and internationally recognized;

- (b) Include complex and interacting hazards; and
- (c) Include insights from Indigenous science and management practices. Engage with Indigenous subject matter experts as identified by Indigenous collaborators.

### **Climate Risk and Vulnerability Assessment (CRVA)**

- D4.30 The Consultant shall assess and prepare a document on the climate hazard related risks vulnerabilities and adaptive capacities of people, City and broader community services, physical infrastructure, natural ecosystems, and the local economy.
- D4.31 The report shall identify priority areas for resilience actions and recommend an approach for identifying, evaluating and selecting potential actions.

### **Define Goals and Identify Actions**

- D4.32 The Consultant shall facilitate a process to establish goals and objectives for the updated WCAP and to identify and evaluate options of strategies and actions for achieving them, including but not limited to:
- (a) Update where necessary, the goals, objectives and timelines for reducing community and corporate emission; develop goals, objective and timelines for adapting to Climate Change;
  - (b) Identify potential gaps in policies, programs, processes, resources or other that pose barriers to achieving updated goals and objectives;
  - (c) Identify options for improvements or addressing gaps and associated resource requirements;
  - (d) Design and undertake a process to prioritize options and make recommendations for implementing short-term and longer-term actions to achieve goals and targets; and
  - (e) The Consultant shall prepare a document to report recommended goals and actions, and on the rationale for and the process used to arrive at the recommendations.

### **Implementation Plan**

- D4.33 The Consultant shall prepare an updated Climate Action Plan for Winnipeg that identifies short- and long-term actions that align with updated goals, objectives and timelines for emission reduction and climate resilience.
- D4.33.1 The updated Climate Action Plan shall reflect the principles outlined in Project Approach D4.3 to D4.15.
- D4.34 The Consultant will prepare an implementation plan that includes details as required for short term and longer-term implementation. Details for short term implementation shall include:
- (a) roles and responsibilities, timing, cost, engagement and resources required to implement recommended actions;
  - (b) identification of anticipated impacts of implementing recommended actions;
  - (c) Identification of associated performance measures to evaluate impacts; and
  - (d) potential funding, revenue sources or financing mechanisms to cover the cost of implementation.

### **Performance Measurement**

- D4.35 The Consultant shall prepare a report on the review and assessment of the City's current practices of climate performance measurement and recommendations for improved performance measuring and reporting.
- D4.36 The review and assessment of the City's current practices shall include:
- (a) Industry trends and best practices in municipal climate planning as they relate to data gathering, performance measurement and reporting methodologies in similar jurisdictions;
  - (b) The relevance of current practices to new/updated goals and targets;

- (c) The effectiveness of current metrics, data and data sources as they relate to, for example, consistency, accuracy, meaningfulness and accessibility;
- (d) Assumptions and limitations of the City's existing GHG emission monitoring program;
- (e) Recommendations for improved performance measuring and reporting should include:
  - (i) the scope of inputs, outputs, outcomes and impacts;
  - (ii) the metrics;
  - (iii) the data (and sources) that should continue to be tracked and new data that could be tracked, and identify any relative assumptions and limitations;
  - (iv) for any new goals, objectives and areas of recommended action, identify base line values and set targets for 2030 and 2050;
  - (v) refining metrics for sector-based factors contributing to GHG emissions and clarify targets for 2030 and 2050; as needed;
  - (vi) how the climate performance measurement can be integrated into departmental business, level of service and budget planning;
  - (vii) the scope of climate performance measurement and assessment required to support annual reporting; and
  - (viii) the frequency and scope of performance measurement and assessment required to support the periodic review and update of the WCAP.

#### **Public and Stakeholder Engagement**

- D4.37 The Consultant shall prepare and manage the delivery of a public and stakeholder engagement strategy to support the Project in accordance with D4.43 to D4.55.

#### **Communications Strategy**

- D4.38 The Consultant shall prepare and support the delivery of a communication strategy to achieve internal and external understanding of the Project and the City's ongoing climate efforts. The strategy shall reflect current and emerging practices in climate communication as deemed relevant to the Project.
- D4.38.1 The strategy shall be documented and shall identify and assess stakeholders and their interests, identify communication needs and objectives, define key message, identify the timing and frequency of messaging, the communication delivery methods, responsibilities for message delivery and the feedback mechanisms to be used. This shall include:
- (a) The strategy shall be developed with and revised to the satisfaction of the Consulting Contract Administrator; and
  - (b) The document shall be considered living document and shall be assessed and updated as necessary throughout the Project.

#### **Format and Deliverables**

- D4.39 All documents shall be supplied digitally in accessible Microsoft Word and Adobe PDF formats as specified in the City of Winnipeg Guide to Writing Web Content <https://www.winnipeg.ca/city-governance/documents-reports/writing-web-content#Documents>
- D4.39.1 All charts and graphs in documents shall be supplied with their underlying tabular data in Microsoft Excel format;
- D4.39.2 Where InDesign is used to create content, InDesign documents shall also be supplied.
- D4.40 The main deliverable is the new Winnipeg Climate Action Plan (WCAP). It shall be prepared as a public facing document that presents the recommended implementation plan and references findings from supporting documents as needed to communicate the rationale for the recommended plan of actions. It shall include a plain language executive summary.
- D4.40.1 The new WCAP (with executive summary) and the WCAP Executive Summary (as a stand-alone document) shall be prepared to be html and print ready.

D4.41 The following supporting documents shall be prepared to report on:

- (a) Environmental Scan;
- (b) Review of 2018 WCAP and CEIR;
- (c) Climate Hazard Technical Assessment;
- (d) Climate Risk and Vulnerability Assessment;
- (e) Goals definition and Action identification;
- (f) Implementation Plan Development;
- (g) Performance Measurement Framework;
- (h) Public Engagement Strategy;
- (i) Communication Strategy;
- (j) Public Engagement Summaries;
- (k) Communication log of public and stakeholder correspondences;
- (l) First Nations, Métis and Inuit Engagement and Collaboration Process;

D4.41.1 All supporting documents shall be formatted for attachment as WCAP appendices.

D4.42 The following shall apply to the Services:

- (a) City of Winnipeg Writing Style Guide <https://www.winnipeg.ca/city-governance/documents-reports/writing-style-guide>
- (b) City of Winnipeg Plain Language Policy <https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=8569>
- (c) Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (d) City of Winnipeg Public Engagement Guidelines <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

#### **Public and Stakeholder Engagement**

D4.43 The Consultant shall work collaboratively with the Office of Public Engagement.

D4.44 The Consultant shall host at least two (2) public engagement meetings with the Project Team, including the Contract Administrator, a representative from the Office of Public Engagement, and other representatives as required by the Contract Administrator:

- (a) Before the start of public and stakeholder engagement, to review the draft Public Engagement Strategy in accordance with D4.50(a); and
- (b) Before the start of each phase of public engagement.

D4.45 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the project schedule.

D4.45.1 The anticipated review period for materials will be minimum three (3) weeks.

D4.45.2 Following review, the translation of final public materials will be allocated at least one (1) week to complete.

D4.45.3 Following translation all public materials must be posted online two (2) weeks prior to an in-person event.

D4.46 Public engagement activities shall not be scheduled in July, August, and December or in the month before a Winnipeg municipal election.

D4.47 The Consultant shall manage public and stakeholder inquiries by phone and email. The Consultant shall coordinate responses with subject matter experts from the project team when necessary.

D4.48 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.

D4.49 The Consultant shall provide a virtual meeting platform for any virtual meetings and events.

#### **Public & Stakeholder Engagement Deliverables**

D4.50 The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement>:

- (a) a public engagement strategy that clearly identifies:
  - (i) the public's role in the decision-making process;
  - (ii) the decision points/steps within the overall Project, and the scope of the decisions to be made at each step;
  - (iii) the need/interest associated with each decision step, along with the recommended level of participation;
  - (iv) event(s) and engagement opportunities; and
  - (v) how input will be considered and incorporated where possible.
- (b) A stakeholder list along with stakeholder mapping
  - (i) The Consultant shall conduct a stakeholder mapping exercise (a process involving identifying individuals and groups and their interest in the Project to ensure the Project is reaching those who may need special outreach and/or support to engage) with known stakeholders at the beginning of engagement planning.
- (c) promotion and notification plan
- (d) web content (template provided)
- (e) online and in-person engagement activities, including an event plan for engagement events
- (f) public engagement summaries corresponding to engagement phases; and
- (g) a communications log of public and stakeholder correspondence, kept up to date throughout the Project.

#### **Public & Stakeholder Engagement Expectations**

D4.51 The Consultant shall conduct public and stakeholder engagement to support conducting the Climate Risk and Vulnerability Assessment D4.30 - D4.31, Defining Goals and Identifying Options D4.32 and developing the Implementation Plan D4.33

D4.52 The Project may include aspects of capacity building where possible.

D4.53 The Project will benefit from a creative approach to engage targeted stakeholders and communities of interest. Engagement techniques that reduce barriers to participant and encourage community members to get involved in a way that meets them where they are at is critical to reaching community members who are disproportionately impacted by climate change.

D4.54 Information and engagement materials used for general public engagement will be informed by Indigenous and Equity perspectives.

#### **Public & Stakeholder Engagement Outcomes**

D4.55 The execution of the public engagement plan will result in reaching the following objectives and outcomes:

- (a) Participants and the general public understand the City's current systems and processes relevant to the scope of the new WCAP;

- (b) Participants and the general public recognize the need for updating the WCAP and developing a climate resilience strategy;
- (c) Equity groups have been meaningfully engaged and their experiential expertise and distinct resilience needs have been addressed in the new WCAP;
- (d) Stakeholders learn from one another about concerns, aspirations, priorities and practical considerations as they relate to scope of the plan;
- (e) Stakeholders and the general public understand their relative roles in implementing actions that contribute to climate resilience;
- (f) Participants' perceptions of issues, potential actions, and a vision for climate resilience are collected, considered and incorporated into the review; and
- (g) Participants understand how their input was considered and incorporated (where possible).

### **Timeframes**

D4.56 The City intends to complete the Project by the end of 2026.

### **Funds Available**

D4.57 The funds available for this Contract are \$300,000.

## **D5. DEFINITIONS**

When used in this Request for Proposal:

- (a) **“CARC”** means Climate Action and Resilience Committee;
- (b) **“CEIR”** means Community Energy Investment Roadmap;
- (c) **“CWG”** means Core Working Group, a strategic working group of City staff, established to support all phases of developing the new WCAP;
- (d) **“SME”** means internal Subject Matter Experts;
- (e) **“SMT CSC”** means Senior Management Team Climate Steering Committee;
- (f) **“Supply Chain Disruption”** means an inability by the Consultant/Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Consultant/Contractor making all reasonable commercial efforts to procure same. Consultant/Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption; and
- (g) **“WCAP”** means Winnipeg Climate Action Plan.

## **D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;

- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D7. UNFAIR LABOUR PRACTICES**

- D7.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C14.
- D7.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D7.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **D8. INFORMATION MANAGEMENT**

- D8.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Consultant. Further, where the Services &/or Work is being provided by a third party (either by a Subconsultant or authorized third party reseller), the Consultant represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.

- D8.2 The Consultant acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”) and Personal Health Information Act (“PHIA”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with FIPPA and PHIA.
- D8.3 The Consultant:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
  - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
  - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D8.4 While this Contract is in effect, and at all times thereafter, the Consultant shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D8.5 The Consultant shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Consultant shall be in compliance with FIPPA and PHIA.
- D8.6 Further to C21 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D8.7 The Consultant shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Consulting Contract Administrator. The Consultant shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Consulting Contract Administrator.
- D8.8 While this Contract is in effect and at all times thereafter the Consultant shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
  - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subconsultants or agents, without the prior written consent of the Consulting Contract Administrator;
  - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Consulting Contract Administrator; and
  - (d) inform its Subconsultants of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subconsultants comply with those obligations, including (but not limited to) binding said Subconsultants to terms no less strict than those herein through written confidentiality agreements.
- D8.9 The Consultant shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Consultant has in place to protect its own confidential information; or

- (b) the standards imposed on the Consultant by the Consulting Contract Administrator.
- D8.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Consultant shall immediately notify the Consulting Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Consulting Contract Administrator of said steps in writing.
- D8.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Consultant shall provide the Consulting Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Consulting Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Consultant shall cooperate with the Consulting Contract Administrator in the defense of the demand, if so requested by the Consulting Contract Administrator.
- D8.12 The Consultant shall, and shall ensure its Subconsultants, comply with all directives issued by the Consulting Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Consulting Contract Administrator so that the Consulting Contract Administrator can verify that the Consultant has complied, and is complying, with its obligations hereunder.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

- D9.1 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 Consulting Contract Administrator with evidence thereof upon request.

### **D10. INSURANCE**

- D10.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant’s Protective, Personal Injury, Contingent Employer’s Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance

of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- (c) Professional Errors and Omissions Liability Insurance including:
- (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.

D10.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

D10.3 The policies required in D10.2(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.

D10.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D10.2(a) and D10.2(b).

D10.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).

D10.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) 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 D10.9.

D10.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

D10.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D10.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D11. COMMENCEMENT**

D11.1 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.

D11.2 The Consultant shall not commence any Services until:

- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D9; and
  - (ii) evidence of the insurance specified in D10.
- (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
- (c) The direct deposit application specified in D14.1

D11.3 The City intends to award this Contract by July 31, 2025.

### **D12. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

D12.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant

with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.

- D12.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D12.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D12.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## MEASUREMENT AND PAYMENT

### D13. INVOICES

- D13.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Consultant's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D14. PAYMENT

- D14.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## DISPUTE RESOLUTION

### D15. DISPUTE RESOLUTION

- D15.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D15.
- D15.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D15.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D15.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
    - (i) The Consulting Contract Administrator;
    - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D15.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D15.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D15.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D15.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D15.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

## THIRD PARTY AGREEMENTS

### D16. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D16.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D16.2 Further to D16.1, in the event that the obligations in D16 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D16.3 For the purposes of D16:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D16.4 Modified Insurance Requirements
- D16.4.1 If not already required under the insurance requirements identified in D10, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty-four (24) months after Total Performance.
- D16.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D16.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D16.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D16.5 Indemnification By Consultant
- D16.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D16.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or

- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;

D16.5.3 in relation to this Contract or the Work.

#### D16.6 Records Retention and Audits

D16.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D16.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D16.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D16.7 Other Obligations

D16.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D16.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D16.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D16.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D16.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D16.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## **APPENDIX:**

### **APPENDIX A – SOCIAL PROCUREMENT QUESTIONNAIRE**