



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 260-2026

**PROFESSIONAL CONSULTING SERVICES FOR GREEN BUILDING PATHWAY
STUDIES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR GREEN BUILDING PATHWAY STUDIES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 29, 2026..

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.
- 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) Experience of Proponent and Subconsultants (Section C) in accordance with B17.1(d);
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B17.1(e);
 - (c) Project Understanding and Methodology (Section E) in accordance with B17.1(f); and
 - (d) Project Schedule (Section F) in accordance with B17.1(g).
- 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.
- 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 B17.2.

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 D3 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. DISCLOSURE

- B9.1 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.
- B9.2 The Persons are:
(a) N/A

B10. CONFLICT OF INTEREST AND GOOD FAITH

- B10.1 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.
- B10.2 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.
- B10.3 In connection with their Proposal, each entity identified in B10.2 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.

B10.4 Without limiting B10.3, 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.

B10.5 Without limiting B10.3, 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 B10.4 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.

B10.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B11. QUALIFICATION

B11.1 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;

B11.2 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>

B11.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (e) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B11.4 and D5).
upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - SECURITY CLEARANCE.

B11.4 Further to B11.3(e), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B11.5 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.

B11.6 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.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B12.1 Proposals will not be opened publicly.

B12.2 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.

B12.3 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).

B12.3.1 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.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B13.2 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.

B14. WITHDRAWAL OF OFFERS

B14.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B15. INTERVIEWS

B15.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B16. NEGOTIATIONS

B16.1 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.

B16.2 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.

B16.3 If, in the course of negotiations pursuant to B16.2, 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.

B17. EVALUATION OF PROPOSALS

B17.1 Award of the Contract shall be based on the following evaluation criteria:

EVALUATION CATEGORY		WEIGHTING (%)
(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) Experience of Proponent and Subconsultants; (Section C) - 20% Total		
(i) details demonstrating the history and experience of the Proponent and Subconsultants. in conducting Energy Audits, Net-Zero Retrofit Studies and Green Buildings Pathway Feasibility Studies funded through the FCM's Green Municipal Fund (GMF). Include examples of three projects of similar complexity, scope, and value, highlighting expertise in report writing and project management.		2
(ii) For each project listed in B17.1(d)(i):		
(i) description of each project;		4
(ii) role of the consultant;		4
(iii) project's original contracted cost and final cost;		3
(iv) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);		2
(v) project owner;		1
(vi) reference information (two current names with telephone numbers and email addresses per project);		2

(vii) general profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.	2
Note: Where applicable, Proposal should be separated into Proponent and Subconsultant project listings	
(e) Experience of Key Personnel Assigned to the Project; (Section D) -30% Total	
(i) Describe your approach to overall team formation and coordination of team members.	4
(ii) Include an organization chart for the Project.	3
(iii) identify the Key Personnel assigned to the Project: Project Manager, Engineers of key disciplines, Certified Engineering Technicians (if applicable), Certified thermographers; and Site technicians and other required support clerical staff.	3
(iv) experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart.	5
(v) for each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B17.1(d), provide only the project name and the role of the key person. For other projects provide the following:	2
(vi) description of project;	4
(vii) role of the person;	3
(viii) project Owner;	3
(ix) reference information (two current names with telephone numbers and email addresses per project.)	3
(f) Project Understanding and Methodology (Section E) – 30% Total	
(i) Describe your firm's project management approach and team organization during the performance of Services, methods the Proponent will use in the delivery of this Project.	4
(ii) methodology presented in accordance with the Scope of Services.	5
(iii) description of the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.	4
(iv) team's understanding of the broad functional and technical requirements.	4
(v) the proposed Project budget.	2
(vi) the 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 .	5
(vii) any other issue that conveys your team's understanding of the Project requirements.	2

(viii)	Form P: Person Hours or a table of their own design for all disciplines and or phases identified. Form P: Person Hours should match Fees submitted in response to B8. Sample of Form P: Person Hours can be found at https://winnipeg.ca/matmgt/templates/information.stm	2
(ix)	for each person identified in B17.1(e)(iv), list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services.	2
(g) Project Schedule. (Section F) – 10% Total		
(i)	Present 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.	5
(ii)	The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.	5

- B17.2 Further to B17.1(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.
- B17.3 Further to B17.1(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.
- B17.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B17.5 Further to B17.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B17.5.1 For evaluation purposes only, where Fees include a cash allowance, the cash allowance shall be removed from the total Fees for the calculation of price points
- B17.6 Further to B17.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.4.
- B17.7 Further to B17.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size.
- B17.8 Further to B17.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B17.9 Further to B17.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B17.10 Further to B17.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B17.11 Notwithstanding B17.1(d) to B17.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B17.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B15.

B17.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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

B18.3.1 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

B18.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).

B18.5 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.

B18.6 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.
- 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:
Melanie Chatfield
Telephone No. 204 430-8877
Email Address: MChatfield@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. SCOPE OF SERVICES

- D3.1 The Services required under this Contract shall consist of professional consulting services for Green Building Pathway Studies at eight (8) City of Winnipeg buildings in accordance with the following:
- (a) The consultant shall conduct Green Building Pathway Studies in accordance with the Green Municipal Fund Community Building Retrofit (CBR) initiative, <https://greenmunicipalfund.ca/funding/study-ghg-reduction-pathway-feasibility>
 - (b) The study should account for the following:
 - (i) **All elements identified in the Green Buildings Pathway Guidance Document**
[Green Buildings Pathway Guidance Document](#)
 - (ii) Meeting best practice energy targets, respective of climate zones, as listed below:
 - If fossil fuels are in use, complete a partial fuel switch in 10 years, targeting a 50 percent GHG reduction, and an alignment with new build standards by 20 years.
 - Reduction of indoor potable water consumption by more than 20 percent.
 - An equity assessment by answering, at minimum, the following questions:
 - Which equity-deserving groups might benefit the most from the project and/or be burdened, directly or indirectly, by the project or decisions? How are these groups positively or negatively impacted by the project or decisions?
 - What strategies can be used to address barriers or mitigate negative impacts?
 - What data sources, reports or mapping resources can help illuminate equity issues in your local context?
 - (c) The project will have 6 milestones:
 - (i) Milestone 1: Project Initiation & Data Gathering
 - (ii) Milestone 2: Site Investigation (Energy Assessment) and Calibrated Modelling of Existing Facility
 - (iii) Milestone 3: Design Workshop & Measure-Level Analysis
 - (iv) Milestone 4: GHG Reduction Pathway Scenarios and Package Analysis
 - (v) Milestone 5: Decision-Making Workshop
 - (vi) Milestone 6: Final Report

- (d) Further to D3.1, the consultant team must conduct a minimum of one (1) site investigation in order to accurately assess and document observations of existing conditions;
- (e) The eight (8) City of Winnipeg buildings which are part of the RFP No. 260-2026 include the following sites with applicable addresses:
 - (i) Old St. Boniface Fire Hall No. (1,022m²) 212 Dumoulin Street
 - (ii) Festival Du Voyageur (400m²) 233 Provencher Avenue
 - (iii) St Boniface City Hall (1,717m²) 219 Provencher Avenue
 - (iv) NorWest (NOA) Resource Centre (425m²) 1880 Alexander Avenue
 - (v) St. James-Assiniboia Library (2,262m²) 1910 Portage Avenue
 - (vi) WFPS Station 23 (418m²) 880 Dalhousie Drive
 - (vii) Public Works Yard & Administrative Offices (9,082m²) 1539 Waverly Street
 - (viii) Winnipeg Fire Paramedic Service Academy (7,000m²) 2546 McPhillips Street
- (f) A final draft copy of the complete detailed audit report is to be submitted for review and feedback to the Contract Administrator and City of Winnipeg team personnel prior to the final deliverable.

D3.1.1 The Services required under D3 shall be in accordance with the City's Project Management Manual [Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg](#) and templates [Policy, Manuals and Templates - Asset Management Program - Infrastructure Planning Office - City of Winnipeg](#). 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. The City of Winnipeg Supplemental Conditions

D3.2 GREEN BUILDING PATHWAY STUDIES

- (a) Our Winnipeg 2045 sets out the City's climate target of net zero emissions by 2050 which aligns with federal and international targets. The Community Energy Investment Roadmap (CEIR) identifies City and community-wide systems level actions and investments to achieve this updated target. CEIR identifies that, after reducing the need for energy and increasing energy efficiency, electrification of buildings is key to meeting our climate targets. Council directed the Public Service to implement CEIR in July 2022.
- (b) The study shall include milestone and final study deliverables to be provided by the Successful Bidder(s) for each of the eight (8) facility reports.
- (c) **Milestone 1:** Project Initiation & Data Gathering: Define objectives, scope, and key stakeholders. Develop the project charter and establish roles and responsibilities.
 - (i) Define objectives and scope
 - (ii) Identify and engage key stakeholders
 - (iii) Develop project charter
 - (iv) Establish project team and roles
 - (v) Determine project budget and resources
 - (vi) Develop preliminary project timeline
 - (vii) Identify potential barriers and risks
 - (viii) Set up communication plan
 - (ix) Obtain stakeholder buy-in and approval
 - (x) Conduct a review of all available documentation
 - (xi) Analysis of utility bills or past energy use
 - (xii) Identify key energy-consuming systems and processes
 - (xiii) Plan and schedule site visit
 - (xiv) Prepare data collection tools and templates
 - (xv) Prepare for safety and compliance

- (d) The City recognizes that building energy performance depends greatly on existing building operations, attitudes, and behaviours. It is important to convene those who operate and maintain the facility with those who will perform the retrofit study.
- (e) **Milestone 2: Site Investigation (Energy Assessment) and Calibrated Modelling of Existing Facility:** Gather information on site visit and put together energy models. Analyze data to establish baseline energy consumption.
 - (i) Conduct a facility site walkthrough:
 - Perform detailed equipment inspections
 - Interview facility staff
 - Collect temporary metering data (if applicable)
 - Document observations and preliminary findings
 - Review control systems and settings
 - (ii) Identify immediate low-cost and no-cost opportunities
 - (iii) Develop preliminary list of ECMs
 - (iv) Validate findings with stakeholders
 - (v) Refine energy baseline and benchmarking
 - (vi) Identify additional data needs or follow-up actions
 - (vii) Build and calibrate model in accordance with ASHRAE 14:
 - Include holistic analysis of thermal bridging, including point and linear heat loss.
 - Conduct electricity demand impact modelling.
 - Account for changes in weather caused by climate change by using future weather files.
- (f) An infrared thermographic survey shall be completed as part of the project scope. The purpose of the scan will be to identify thermal anomalies which may be affecting building performance (including excessive thermal bridging and air leakage) and to provide a proposed management strategy for any abnormal thermal patterns. A thermography report shall be included as part of the appendices in the feasibility study report.
- (g) The Successful Bidder(s) is to refer to the ZCB-Design v3 Energy Modelling Guidelines published on June 20, 2022, updated December 2024, for further guidance on modelling requirements. Acceptable modelling software as per this guidance document includes DOE-2 based modelling programs: eQuest, IES-VE, or Energy Plus (with either Open Studio or Design Builder). Software limitations shall not excuse the limitation of accuracy of energy modelling to show compliance with the standard. Any software limitations are expected to be overcome with appropriate engineering calculations.
- (h) **Milestone 3: Design Workshop & Measure-Level Analysis:** Confirm the overall direction of the study and identify potential energy conservation measures (ECMs).
 - (i) Confirm the project proponent's goals for the building
 - (ii) Discuss available funding and capital planning constraints
 - (iii) Discuss scheduling key milestones, potential conflicts/concerns
 - (iv) Review study process
 - (v) Carry out basic facility decarbonization education
 - (vi) Review the building maintenance and equipment replacement requirements
 - (vii) Brainstorm GHG reduction measures for further analysis
 - (viii) Identify non-energy or qualitative benefits
 - (ix) Sort out preferred measures and rule out undesired measures from consideration
 - (x) At a minimum, the following measures must be analyzed:
 - Full facility fuel switch from fossil fuels.
 - Renewable electricity generation.

- For any facility components requiring replacement during the study period (identified during the site investigation), at least one improved alternate must be studied, where feasible.
- (xi) Include a description and documentation of each measure explored:
 - Scope/high-level design of the measure, including major equipment required and sufficient detail to understand systemic complexity (e.g., schematics or equipment selections)
 - Identification of measures or systems that are interrelated or dependent on each other for successful operation
 - Assumptions used to analyze the measure
 - Annual GHG and energy reduction potential of the measure
 - Energy reductions by fuel type (electricity, natural gas, etc.)
 - Annual utility cost savings
 - Capital cost to implement the measure in year zero of the study (adjusted for inflation)
 - Implementation strategy (including limitations, if any) for the measure
- (i) **Milestone 4: GHG Reduction Pathway Scenarios and Package Analysis:** Assemble measures into packages for each GHG reduction pathway scenario and conduct a technical and financial analysis to determine the effectiveness of each package.
 - (i) At a minimum, the scenario and package analysis documentation should include:
 - The full list of the measures that make up the scenario(s)
 - A comparison and discussion of critical GHG reduction and financial metrics
 - A summary of the non-energy or qualitative benefits of the package
 - Results from an analysis of the sensitivity of the price of carbon and project grid emission factors
 - (ii) Analyze the performance of different packages. Document the following metrics with energy model:
 - Total and percentage reduction in GHG emissions⁹ and energy consumption versus baseline year (including from on-site energy generation)
 - Greenhouse gas intensity (GHGI) (tCO₂e/m²)
 - Thermal energy demand intensity (TEDI) (kWh/m²)
 - Energy use intensity (EUI) (kWh/m²)
 - (iii) Document the following financial metrics for each package:
 - Absolute and incremental capital cost comparisons of the “minimum performance” package with any other recommended packages over a straight 20-year capital planning horizon (with all dollar amounts adjusted back to the baseline year)
 - Operating costs (including maintenance, energy and carbon costs)
 - Incremental lifecycle cost (ILCC) versus a “minimum performance” package (in dollars) over at least 20 years
 - Cost per tonne of carbon abated over the study period (\$ILCC/tCO₂e)
 - (iv) Perform life cycle cost analysis (LCCA). The LCCA should start at the anticipated year of completion of the first major project and extend at least 20 years beyond that point Lifecycle costing should consider:
 - Capital costs—including hard and soft costs (i.e., design, engineering and construction costs)
 - Operation and maintenance costs (including anticipated repairs and replacement of equipment)
 - Anticipated cost of energy and carbon
 - Available external funding (incentives, grants, etc.)

- Residual value at the last year of the study period using (at least) a straight-line depreciation
 - Time value-of-money assumptions (e.g., interest, inflation, discount rate), which the project proponent should have reviewed and approved for the purpose of the study
- (j) **Milestone 5:** Decision-Making Workshop: Review the measure and facility-level analysis results and reach a consensus on the GHG reduction pathways to be included in the final report.
- (i) Conduct and document a workshop with the study team and key project stakeholders
- Present GHG and financial analyses for each scenario package
 - Review non-energy and qualitative benefits of each scenario
 - Ensure agreement with the project proponent and study team
 - Reach consensus on the analysis
 - Review potential roll-out scenarios for the package(s).
- (k) **Milestone 6:** Final Report: Prepare and present the feasibility study report with findings and recommendations.
- (i) The output of this study should be in the form of a final report. The report should outline the GHG and energy reduction pathway scenarios.
- Prepare a decarbonized capital plan and comparison matrix made up of a table of cash flows and capital investments and aligned with the study period (e.g., 20-year, 30-year, etc.) and granularity (e.g., annual, five-year, 10-year) desired by the project proponent for each GHG and energy reduction pathway.
 - Prepare a final summary of each of the study steps above, including design, energy modelling, capital planning and costing results.
 - The final report should include all assumptions and limitations associated with each stage of work and contain an appendix with the following information:
 - ◆ Site assessment reports (building condition assessment and energy systems investigation)
 - ◆ Model calibration summary report
 - ◆ Measure descriptions, including any basis of design information (quantity take-offs, equipment selection information, system diagrams, etc.)
 - ◆ Energy, GHG and cost analyses at the measure and/or facility scale not suitable for inclusion in the main report body
 - ◆ Capital cost estimate (cost consultant report)
 - ◆ Other reference material
- (l) The City will provide a minimum of 1 year, up to 3 years of energy, demand and cost data along with the Manitoba Hydro rate each facility falls under to the selected consultant. It is understood that currently, electricity costs more than natural gas. The City acknowledges that transitioning to electricity may result in increased utility costs, however, the City is keen on exploring electrification options that leverage a coefficient of performance (COP) higher than 1 for applicable applications.

D3.3 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines

<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D3.4 The funds available for this Contract are \$248,000.00 (MRST included, GST extra).

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **“Baseline Energy Consumption”** means the modeled or measured energy use of the building prior to implementation of energy conservation measures.
- (b) **“”** means
- (c) **“Community Energy Investment Roadmap (CEIR)”** means the City of Winnipeg strategy identifying actions and investments required to achieve community-wide greenhouse gas reduction targets.
- (d) **“Cost per Tonne of Carbon Abated”** means the lifecycle cost required to reduce one tonne of greenhouse gas emissions.
- (e) **“Electrification”** means the transition of building heating, cooling, or other energy systems from fossil fuel sources to electricity.
- (f) **“Energy Use Intensity (EUI)”** means the annual building energy consumption per unit of floor area, typically expressed as kWh/m²/year.
- (g) **“Fuel Switching”** means the replacement of fossil fuel energy sources with lower-carbon or non-combustion alternatives, typically electrification.
- (h) **“Greenhouse Gas (GHG) Emissions”** means emissions of carbon dioxide equivalent (CO₂e) resulting from building energy consumption.
- (i) **“Greenhouse Gas Intensity (GHGI)”** means the annual greenhouse gas emissions per unit of building floor area (tCO₂e/m²).
- (j) **“Incremental Lifecycle Cost (ILCC)”** means the difference in lifecycle cost between a baseline scenario and an alternative energy efficiency or decarbonization scenario.
- (k) **“Life Cycle Cost Analysis (LCCA)”** means an economic evaluation method that compares the total cost of ownership of building systems over a defined study period, including capital, operating, maintenance, and replacement costs.
- (l) **“Our Winnipeg 2045”** means the City of Winnipeg’s long-term development plan which establishes the goal of achieving net-zero emissions by 2050.
- (m) **“Residual Value”** means the estimated remaining value of an asset at the end of the study period.
- (n) **“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;
- (o) **“Thermal Energy Demand Intensity (TEDI)”** means the annual heating energy demand of a building per unit floor area, expressed as kWh/m²/year.

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D5.1 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.

D5.1.1 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.

D5.1.2 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.

D6. SUPPLIER CODE OF CONDUCT

D6.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D6.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D6.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

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](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.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. INSURANCE

- D9.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 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) (i) an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate.
- D9.2.1 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.
- D9.3 The policies required in D9.2(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.
- D9.4 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 D9.2(a) and D9.2(b).
- D9.5 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 D9.2(a) and D9.2(c).
- D9.6 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 D9.9.
- D9.7 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.
- D9.8 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.
- D9.9 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D8;
 - (ii) evidence of the insurance specified in D9.
 - (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.
- D10.3 The City intends to award this Contract by July 31, 2026.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) Project Initiation & Data Gathering: Week 1-3
 - (b) Site Investigation (Energy Assessment): Week 4-7

- (c) Calibrated Modelling of Existing Facility: Week 8-13
- (d) Design Workshop: Week 14-15
- (e) Measure-Level Analysis: Week 16-17
- (f) GHG Reduction Pathway Scenarios: Week 19-20
- (g) Perform Life Cycle Cost Analysis: Week 21-22
- (h) Decision-Making Workshop: Week 23-24
- (i) Final Report: Week 25-28

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, Consultant:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Consulting Contract Administrator on submission of its invoice.

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.

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 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D16.2 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.

D16.3 Indemnification By Consultant

D16.3.1 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.

D16.3.2 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.

in relation to this Contract or the Work.

D16.4 Records Retention and Audits

D16.4.1 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.

D16.4.2 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 D16.4.1 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.

D16.5 Other Obligations

- D16.5.1 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.
- D16.5.2 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.
- D16.5.3 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.
- D16.5.4 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.
- D16.5.5 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.
- D16.5.6 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.
- (a) any damage to or loss or destruction of property of any person; or
 - (b) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- D16.5.7 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 D16.6.1 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.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Services under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following:
- (a) police service having jurisdiction at their place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Services, the Proponent/Consultant shall supply the Consulting Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Services.
- E1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Services.
- E1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Services.

APPENDIX A –BUILDING DESCRIPTION SUMMARIES FOR THE CITY OF WINNIPEG FACILITIES