THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 449-2026

PROFESSIONAL CONSULTING SERVICES FOR WORK AND ASSET MANAGEMENT SOFTWARE REQUIREMENTS AND STRATEGY DEVELOPMENT

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BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR WORK & ASSET MANAGEMENT REQUIREMENTS AND STRATEGY DEVELOPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 9, 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 number of pages, size of pages and font, etc., will not be regulated, except that the Proposal contains a table of contents which must align with information solicited through B6.1. 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 D4 Scope of Services.

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

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget.

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 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.

B8.5 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.5.1 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 D20. Any such costs shall be determined in accordance with D20.

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;

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 a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

(d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;

(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 B11.4 and D6).

(g) upon request of the Consulting Contract Administrator, provide the Security Clearances as identified in PART E - .

B11.4 Further to B11.3(f), 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 `;		**Pass/Fail**
(c)	Fees; (Section B)		20%
(d)	**Experience of Proponent and Subconsultants; (Section C) - 15% Total**		
	(i)	general profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.	7%
	(ii)	details on three projects of similar complexity, scope, and value that will demonstrate the quality and domain (WAM) experience, design, project management, and advisory services of the proponent, and their subconsultants (if used).	8%
	(iii)	For each project listed in B17.1(d)(ii):	
		(i) description of each project;	
		(ii) role of the consultant;	
		(iii) project's original contracted cost and final cost;	
		(iv) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);	
		(v) project owner;	
		(vi) reference information (two current names with telephone numbers and email addresses per project);	

Note: Where applicable, Proposal should be separated into Proponent and Subconsultant project listings		
(e)	**Experience of Key Personnel Assigned to the Project; (Section D) -20% Total**	
(i)	Describe your approach to overall team formation and coordination of team members.	2%
	(a) Include an organization chart for the Project.	
	(b) identify the Key Personnel e.g. Project Manager assigned to the Project.	
(ii)	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.	10%
(iii)	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: (a) description of project; (b) role of the person; (c) project Owner; (d) reference information (two current names with telephone numbers and email addresses per project.)	8%
(f)	**Project Understanding and Methodology (Section E) – 35% 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.	5%
(ii)	Describe the proposed methodology for delivering the Scope of Services.	6%
(iii)	description of the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.	5%
(iv)	your understanding of requirements under Scope of Services.	9%
(v)	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.	3%
(vi)	any other issue that conveys your team's understanding of the Project requirements.	3.5%
(vii)	for each person identified in B17.1(e)(ii), list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services.	3.5%
(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 D4.13.

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 and complexity.

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

B18.4 The City may, at their discretion, award the Contract in phases.

B18.5 Further to B18.4 where future phases are identified in D4 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.

B18.6 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

B18.6.1 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

B18.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).

B18.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D20 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B18.9 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.

B18.10 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:

Nasir Noor

Telephone No.: 204-471-5905

Email Address: nasir.noor@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 City's Asset Management Program establishes corporate standards and advances leading practices in infrastructure investment planning, work management, and project delivery to support reliable, high-quality services

D3.2 With limited resources and continued growth, the City prioritizes infrastructure investments and associated work activities that sustain and enhance service delivery

D3.3 Decisions balance competing needs while ensuring investments and work are timely, efficient, and deliver long-term value for residents

D3.4 Asset management and work management together provide a continuous, systematic approach to decision-making across the full asset lifecycle—construction, acquisition, operation, maintenance, renewal, replacement, and disposal—optimizing whole lifecycle costs while maintaining service levels

D3.5 Current fragmented and outdated software tools and systems supporting asset and work management have contributed to inefficiencies in service delivery and data reliability. Legacy systems create significant operational gaps, such as:

(a) Inefficiencies in service delivery, work scheduling, and crew management

(b) Disjointed and unreliable data, limiting informed decision-making

(c) Incomplete condition rating databases and asset performance records

(d) Difficulty assigning, tracking, and managing operational budgets

(e) Limited integration across departments and enterprise systems

(f) Persistent manual interventions where automation is both possible and overdue

D3.6 The city-wide Work and Asset Management (WAM) Program is intended to provide an overarching, comprehensive practice for work and asset management across the City using a common set of principles, processes and technology. Ultimately, the goal is to build city-wide capability to track whole lifecycle costs associated with service delivery, enabling evidence-based decision-making and supporting a systems-thinking approach to strategic planning.

D3.7 The initial phase of the Work and Asset Management (WAM) Program will conduct current-state assessment, needs analysis, requirements gathering, future-state definition, governance strategy development, options analysis, and procurement preparation. While the primary focus is the Public Works Department (PWD), the information compiled shall support future City-wide WAM modernization initiatives.

D3.8 The Public Works Department is responsible for the delivery of 11 different services to residents of Winnipeg including:

(a) Active Transportation
(b) City Beautification
(c) Fleet Management
(d) Insect Control
(e) Parks & Natural Areas
(f) Roadway Construction & Maintenance
(g) Roadway Snow Removal & Ice Control
(h) Transportation Planning & Traffic Management
(i) Urban Forestry
(j) Parking & Municipal ByLaw Enforcement Act (MBEA) Administration
(k) Vehicles for Hire

D3.9 These services are supported by a variety of assets including, but not limited to roads, bridges, active transportation pathways, sidewalks, traffic signals and signs, Fleet vehicles & equipment, parks, park amenities, buildings, trees, and natural areas.

D3.10 The city departments in the broader scope are:

(a) Water and Waste
(b) Community Services
(c) Transit
(d) Property, Planning & Development
(e) Asset and Project Management (includes Municipal Accommodations)
(f) Winnipeg Fire Paramedic Services
(g) Innovation and Technology

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract consists of design and discovery effort to establish the foundation for a modern digital Work and Asset Management (WAM) solution. While the Public Works department (PWD) will serve as the initial baseline, this project will engage other departments with asset and work management needs to ensure the selected solution is scalable and fit for future deployment across the City. The objective is to ensure that the solution not only meets PWD’s immediate requirements but is also capable of supporting the broader needs of other departments, enabling consistent, citywide modernization.

D4.2 Deliverables:

(a) Current State Assessment
(b) Requirements Gathering
(c) Future State Vision
(d) Operating Model and Governance Framework
(e) Asset Information Strategy and Standards

(f) Options Analysis and Recommendation

(g) Market Scan (Solutions and Vendor Landscape)

(h) Knowledge Transfer and Handover

D4.3 **Current State Assessment**

D4.3.1 The Consultant shall conduct a comprehensive and detailed current-state assessment of the Public Works Department's (PWD's) Work and Asset Management (WAM) environment. This assessment shall encompass all systems, tools, and manual processes that materially support WAM-related business functions within PWD, including commercial off-the-shelf (COTS) applications, custom-built solutions, legacy systems, spreadsheets, databases, and key system interfaces

D4.3.2 The current-state assessment shall be informed through structured stakeholder engagement, document review, workshops, interviews, and validation sessions, and shall include a detailed review of prioritized PWD business processes, supporting systems, data structures, operational pain points, and business constraints. The City will confirm the in-scope service areas, stakeholder groups, and prioritized workflows at project initiation

D4.3.3 The Consultant shall deliver a Current-State Assessment Report for PWD that includes, at minimum:

(a) Application & System Inventory: An inventory of in-scope systems and tools materially supporting PWD WAM functions, detailing primary purpose, business owner, functional coverage, technical architecture at a conceptual level, known interfaces, and key operational dependencies.

(b) Data Quality Assessment: A baseline review of current PWD asset data cleanliness, reliability, and readiness for migration

(c) Risk Assessment: An assessment of system criticality and risk exposure for the current application portfolio

(d) Process Mapping: A summary of current WAM processes and workflows, including stakeholder roles and responsibilities, leveraging existing City provided process maps where available

(e) Pain Points: A consolidated list of stakeholder-identified issues, gaps, and inefficiencies

(f) Gap Analysis: Identification of gaps across functional, technical, data, process, and organizational capabilities (people/process/technology) when comparing current-state capabilities to the defined future state (As defined in D4.5).

(g) Gap Prioritization & Recommendations: Impact, risk, and priority ratings for each identified gap, alongside high-level recommendations for remediation (process changes, system capabilities, integration, change enablement). The consultant shall define the prioritization method and rating scale and obtain City approval before finalizing gap prioritization.

D4.3.4 To support future citywide onboarding and ensure that the Phase 2 solution is not designed solely around PWD needs, the Consultant shall conduct a structured, high-level enterprise WAM needs assessment across other City departments identified by the City. This assessment shall be sufficient to identify cross-departmental needs, constraints, and future applicability for Phase 2 solution selection. It is neither intended to replicate the detailed current-state assessment being performed for PWD, nor produce implementation-ready requirements for each department outside PWD.

D4.3.5 The Consultant shall deliver an Enterprise WAM Needs Assessment Report, based on high-level scan, that includes, at minimum:

(a) Identification of departments, stakeholder groups, business functions, and service areas with relevant WAM needs

(b) A high-level summary of current business use cases, processes, and supporting tools related to WAM activities:

(i) Identification of common business capability needs across departments, as well as material department-specific variations

(ii) Identification of common or similar asset categories across departments (such as: Point Assets, Linear Assets, Vertical Assets, Fleet & Mobile Assets, etc.), including approximate asset counts and annual work order volumes to indicate the overall size and scale of each department's WAM operation

(iii) High-level documentation of current pain points, operational constraints, and perceived deficiencies in existing tools or practices

(iv) Identification of key integration touchpoints, shared data considerations, and enterprise dependencies relevant to future onboarding

(v) An assessment of relative departmental readiness, dependencies, and major constraints affecting future participation in an enterprise WAM solution

D4.4 **Requirements for Software Solution Procurement**

D4.4.1 The Consultant shall prepare vendor-neutral recommendations and Negotiated Request for Proposal (NRFP)-ready (see D4.10), clear, traceable (able to identify source) and approved (by business representative) requirements to support the acquisition and implementation of future Work and Asset Management (WAM) solution. Requirements shall be used as specifications in a future Negotiated RFP to acquire said solution. Requirements must address resolution of current pain points, identified functionality gaps, future needs, and aligned with and ranked by operational priorities across Public Works Department.

The Consultant's recommendations, analyses, and proposed requirements are advisory in nature. The City retains full authority and discretion to accept, modify, defer, or reject any recommendations or requirements, and to make all final decisions regarding the scope, content, and use of the requirements in future procurement.

D4.4.2 The Consultant shall document requirements and deliver following categories in a report:

(a) Functional Requirements: Core WAM capabilities such as work orders, asset data management, inspections, scheduling, and mobile workflows

(b) Non-Functional Requirements: Performance, usability, scalability, reliability, cybersecurity, data privacy, legislative conformance

(c) Integration Requirements: Integration with related applications across PWD and other City of Winnipeg Departments to support process and data flow

(d) Reporting & Analytics Requirements: Dashboards, Key Performance Indicators (KPI), operational reporting, and performance metrics

D4.5 **Future State Vision**

D4.5.1 The Consultant shall document future-state vision (including key assumptions and constraints). The defined future state for PWD's Work and Asset Management (WAM) solution shall be scalable at an enterprise level.

D4.5.2 The Consultant shall deliver a report including, at minimum, the following:

(a) Future-state vision for PWD's WAM solution

(b) Integration opportunities across WAM systems and other related systems to enable a cohesive, and scalable enterprise-wide WAM integration

D4.6 **Operating Model and Governance Framework**

D4.6.1 The Consultant shall assess PWD's current operating model and governance structure supporting work management, identify organizational, role, and capability gaps, and develop a future-state operating model and governance.

D4.6.2 **Current State Assessment**

(a) Current-state assessment of roles, staffing, organizational structure, responsibilities and decision rights (including capacity/skills gaps)

D4.6.3 **Future State**

(a) Defined governance model, organizational structure and decision authorities

(b) Future-state operating model requirements and recommendations (required functions, roles, and responsibilities)

(c) Role and Responsibility Framework (RACI matrix) aligned to the recommended future-state operating model

D4.7 **Asset Information Strategy and Standards**

D4.7.1 The Consultant shall define city-wide asset information strategy and standards, aligned to asset data standards as defined in ISO 55013, to support the City's enterprise Asset Knowledge Management objectives within the context of the Work and Asset Management (WAM) system. The consultant shall follow the Institute of Asset Management's subject specific guidance on Asset Information, Strategy, Standards and Data Management (subjects 22, 23, and 25)

D4.7.2 The development of an asset information strategy and standards will provide the requirements to implement an asset information system that supports asset management planning, performance assessment and risk management. This will be used to identify and structure critical asset information requirements across the organization and to minimize gaps in asset data, process, technology, staff knowledge, and competencies.

D4.7.3 The Consultant shall deliver, an Asset Information Strategy that includes at minimum:

(a) Ownership & Stewardship: Define data governance roles, ownership, stewardship, and accountability model (Refer to Admin standards for City-adopted definitions of these roles https://legacy.citynetwinnipeg.ca/cao/administrative_directives/general_administration/pdf/AS019.pdf). The Consultant shall also create RACI matrix to summarize their recommendations

(b) Asset Data Quality Framework: Define a conceptual framework and business rules to establish data quality standards and validation controls (e.g. naming conventions, unique asset IDs)

(i) Reporting and Performance Measures: Define performance indicators and reporting mechanisms to measure asset data quality, completeness, and governance effectiveness

(c) Compliance Strategy: Recommend data monitoring and compliance mechanisms to ensure ongoing asset data integrity

(d) Asset Registry Framework: Define a high-level structure for organizing the City's asset register based on the updated hierarchy, including guidance for asset criticality, which the City can build upon in later phases

(e) PWD Asset Hierarchy Review: Review and refine the existing PWD's departmental infrastructure asset hierarchies to ensure they support strategic reporting (ie. clear line of sight from assets to service delivery) and WAM system functionality

(f) Standardized Asset Knowledge Attributes: Develop standardized categories and definitions for key data attributes (e.g., condition, useful life, installation date, replacement cost)

(g) Lifecycle Data Requirements: Define minimum asset information requirements through the asset lifecycle, including installation, operations and maintenance and decommissioning

(h) Asset Connectivity Models: Define the conceptual models for establishing structured asset relationships (e.g., parent-child dependencies, spatial or system-level connectivity) to provide operational knowledge of how individual assets impact the broader service being delivered.

(i) Reporting and Performance Measures: Define performance indicators and reporting mechanisms to measure asset data quality, completeness, and governance effectiveness.

D4.7.4 **Out of Scope**: To ensure alignment with the discovery and framework nature of this deliverable, the following boundaries apply:

(a) **Structured Data Only**: For the purposes of this engagement, "Asset Knowledge Management" is about structured asset data. The assessment, integration, or management of unstructured information (e.g., physical or digital documents, O&M manuals, engineering drawings, SharePoint, or enterprise document management systems) is out of scope

(b) **Framework Level**: The deliverables shall provide foundational guiding principles and conceptual models. Developing granular, field-level technical deliverables (such as comprehensive data dictionaries, Entity-Relationship Diagrams (ERDs), or the actual build and population of the asset register database) is out of scope

(c) **Work Execution Data**: Defining specific data standards for transactional work execution and management within the WAM system (e.g., standardizing work order forms, task codes, or labor/resource tracking) is out of scope.

(d) **Data Cleansing and Migration**: The physical auditing, deduplication, cleansing, or migration of the City's legacy asset data into the new structures is out of scope.

D4.8 **Options Analysis and Recommendation**

D4.8.1 The Consultant shall develop and evaluate strategic options for achieving the defined Future State.

D4.8.2 The Consultant shall deliver a report including, at minimum, the following:

(a) Identify viable solution pathways (e.g., enhance existing systems, replacement, single-platform strategy, hybrid model)

(b) Assess each option against defined evaluation criteria (cost, risk, timeline, scalability, alignment to strategy, change impact)

D4.9 **Market Scan (Solutions and Vendor Landscape)**

D4.9.1 The Consultant shall perform a vendor-neutral market scan of relevant WAM solutions

(a) Identify leading vendors in the municipal WAM market

(b) Assess solution capabilities aligned to PWD requirements and high-level city needs

(c) Provide high-level market pricing benchmarks

(d) Vendor Capability

(e) Price Comparison Matrix – for high level budgetary purposes

(f) Solution type e.g. Platform, Framework/Fully configured COTS etc.

D4.10 **Procurement RFP Package**

D4.10.1 The Consultant shall develop a procurement-ready Schedule B – High Level Business Goals – Stage 1 using the NRFP template available at https://legacy.winnipeg.ca/matmgt/templates/nrfp.stm under "5 Stage (Full/Flexible) Process" section. This principal specifications document will be included in the RFP to select a WAM software package (e.g. a platform) and an implementation partner. The completed Schedule B document (https://www.winnipeg.ca/media/5413/) shall adhere to the following requirements, and follow instructions available in the "Staff Instructions" tab:

(a) Only complete "General Scope", "City Objectives", and "Conditions for Award", and "Solution Definitions" tabs

(b) Functional and non-functional requirements shall be listed in the General Scope tab

(c) Do not complete "Affordability Threshold" tab

D4.11 **Knowledge Transfer and Handover**

D4.11.1 The Consultant shall ensure structured knowledge transfer to City staff.

D4.11.2 The Consultant shall deliver at a minimum**:**

(a) Walkthrough sessions of all deliverables

(b) A presentation and executive summary outlining key findings and proposals to be used as an internal awareness and communication tool

(c) Documented assumptions, methodologies, and decision rationale

D4.12 **Standards for All Deliverables**

D4.12.1 All deliverables shall:

(a) Be clear, structured

(b) All recommendations shall be traceable to business requirements where applicable

(c) Include executive summary and detailed appendices where applicable

D4.12.2 The original source documents / material for all content in the deliverables shall be provided in editable and searchable digital formats

D4.12.3 The Services required under D4.2, D4.3, D4.4, D4.5, D4.6, D4.7, D4.8, D4.9, D4.10 , D4.11 and D4.12 shall be in accordance with the City's Project Management Manual https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3 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.

D4.12.4 Where the Services required include Contract Administration, Consultants shall pay particular attention to the revisions to Section 9.19 and 9.20.1 of the City's Project Management Manual in Addendum #8.

https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3

D4.13 The funds available for this Contract are $350,000

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

(a) "***COTS***" means Commercial Off-The-Shelf;

(b) "***ERD***" means *Entity-Relationship Diagram*;

(c) "***IAM***" means Institute of Asset Management;

(d) "***ISO***" means International Organization for Standardization;

(e) "**KPI**" means Key Performance Indicator;

(f) "***MBEA***" means *Municipal ByLaw Enforcement Act*;

(g) **"*NRFP"*** means *Negotiated Request for Proposal*;

(h) "***O&M***" means *Operations and Maintenance*;

(i) "**PWD**" means Public Works Department.

(j) "***RACI***" means Responsible, Accountable, Consulted, Informed;

(k) "***RFP***" means Request for Proposal;

(l) **"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;

(m) **"*WAM*"** means Work and Asset Management;

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. SUPPLIER CODE OF CONDUCT

D7.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: https://www.winnipeg.ca/media/4891

D7.2 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.

D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D8. UNFAIR LABOUR PRACTICES

D8.1 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.

D8.2 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.

D8.3 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.).

D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C14.

D8.5 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.

D8.5.1 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.

D8.5.2 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 D8.5. 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.

D9. INFORMATION MANAGEMENT

D9.1 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.

D9.2 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.

D9.3 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.

D9.4 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.

D9.5 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.

D9.6 Further to C21 of the General Conditions, all Confidential Information is and shall remain the property of the City.

D9.7 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.

D9.8 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.

D9.9 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.

D9.10 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.

D9.11 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.

D9.12 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.

D9.13 Use of Artificial Intelligence

(a) If the Services include the use of AI, the Consultant shall not, and shall not permit its Subconsultants, to upload, input, prompt, disclose, transmit, process, or use City owned or supplied information, including Confidential Information or Personal Information, with or in AI without the express written permission of the City.

(b) If the City grants permission under D10.1, the Consultant shall not, and shall not permit its Subconsultants, to use such City owned or supplied information or output from AI that contains or is derived from such information to develop, improve, train, fine tune, retrain, evaluate, benchmark, or enhance any AI systems or services of the Consultant, or its Subconsultants, whether or not such information has been anonymized, de-identified or is in aggregate. The Consultant shall also ensure that City owned or supplied information is not retained in prompts, logs, telemetry, or support systems beyond what is expressly approved in writing by the City.

(c) Should the Consultant, its Subconsultants update the Services to include or expand any form of AI to collect, store, use, disclose or analyze City owned or supplied information, the Consultant shall not make such change, and shall not permit its Subconsultants to make such change, to the Services without:

(d) providing the City written notice describing the proposed change and its impacts on City owned or supplied information; and

(e) obtaining the City's prior written approval before the change is made effective.

D10. INFORMATION SECURITY

D10.1 The Consultant represents and warrants that it has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to its information technology and computer systems, networks, hardware, software, information (including the information of its respective customers, employees, suppliers, vendors and any third party information maintained by Consultant on behalf of them), equipment or technology ("Information Systems").

D10.2 The Consultant further represents and warrants that:

D10.3 it has established, will adhere to, and shall maintain during the term of this Contract physical, administrative, organizational, and technical security safeguards, controls and measures to protect its Information Systems, that meet or exceed Good Industry Practice; and

D10.4 it will adhere to and meet any applicable information security standards or measures identified in this Contract,

D10.5 collectively the "Information Security Practices". Good Industry Practice as it relates to Information Security Practices shall, at a minimum, include adherence to international standards organizations such as the International Organization for Standardization (ISO) (i.e., ISO/IEC 27002: 2022), or National Institute of Standards and Technology (NIST) (i.e., NIST 800-53 rev 5 - Security and Privacy Controls for Information Systems and Organizations).

D10.6 At any time during the term of this Contract, the City reserves the right to request proof of the Consultant's adherence to D9.2, including a request for proof of certification by ISO or NIST, or any other certificate that may be requested in this Contract.

D10.7 Upon becoming aware of any actual, attempted or suspected breach of its Information Systems or unauthorized use, access or disclosure of City owned or supplied Information, whether or not such City owned or supplied Information includes Confidential Information or Personal Information ("Security Breach"), the Consultant shall notify the City of such breach in writing within 48 hours. The Consultant shall take all reasonable steps to prevent the recurrence of any such Security Breach and notify the City when implemented.

D10.8 The Consultant shall cooperate with the City so that the City can verify that the Consultant has complied, and is complying, with the provisions of this D9.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D12. SAFE WORK PLAN

D12.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.

D12.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/safety/default.stm

D13. INSURANCE

D13.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D13.2 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 $500,000 per claim and $1,000,000 in the aggregate.

D13.2.1 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.

D13.3 The policies required in D13.2(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.

D13.4 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 D13.2(a) and D13.2(b).

D13.5 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 D13.2(a) and D13.2(c).

D13.6 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 D13.9.

D13.7 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.

D13.8 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.

D13.9 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

D14. COMMENCEMENT

D14.1 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.

D14.2 The Consultant shall not commence any Services until:

(a) The direct deposit application specified in D18.1.

(b) the Consulting Contract Administrator has confirmed receipt and approval of:

(i) evidence of authority to carry on business specified in D11;

(ii) the Safe Work Plan specified in D12; and

(iii) evidence of the insurance specified in D13.

(c) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;

D14.3 The City intends to award this Contract by October 06, 2026

D15. CRITICAL STAGES

D15.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

(a) Current State Analysis

(b) Requirements Gathering

(c) Future state vision and Fit-Gap analysis

(d) Asset Information Strategy and Standards

(e) Market scan and development of RFP specifications

(f) Knowledge Transfer and Handover

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D16.1 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.

D16.2 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.

D16.3 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.

D16.4 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D16.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.

D16.6 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

D17. INVOICES

D17.1 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.

D18. PAYMENT

D18.1 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

D19. DISPUTE RESOLUTION

D19.1 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 D19.

D19.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted".

D19.3 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.

D19.4 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.

D19.4.1 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.

D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D19.4.3 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.

D19.4.4 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 D19.4.3, 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

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D20.1 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.

D20.2 Further to 0, in the event that the obligations in D20 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.

D20.3 For the purposes of D20:

(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.

D20.4 Modified Insurance Requirements

D20.4.1 If not already required under the insurance requirements identified in D13, 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.

D20.4.2 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.

D20.4.3 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.

D20.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D20.5 Indemnification By Consultant

D20.5.1 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.

D20.5.2 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;

D20.5.3 in relation to this Contract or the Work.

D20.6 Records Retention and Audits

D20.6.1 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.

D20.6.2 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 D20.6.1 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.

D20.7 Other Obligations

D20.7.1 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.

D20.7.2 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.

D20.7.3 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.

D20.7.4 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.

D20.7.5 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.

D20.7.6 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 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/PIC.stm

E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below http://winnipeg.ca/police/pr/PIC.stm.

(a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres.

E1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

(a) Provide the original Police Information Check (Form P–612) to the Consulting Contract Administrator.

E1.4 Prior to the award of Contact, 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.

E1.5 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.

E1.6 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.

E1.7 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.