



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 495-2010**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR A  
COMPREHENSIVE WASTE MANAGEMENT PLAN AND ENVIRONMENTAL LICENSE**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR A COMPREHENSIVE WASTE MANAGEMENT PLAN AND ENVIRONMENTAL LICENSE

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 24, 2010.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.

### **B3. SITE INVESTIGATION**

- B3.1 Where applicable, the Proponent may make an appointment to view the facilities by contacting the Project Manager.
- B3.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed, in writing, to the Project Manager, identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Proponents questions will be placed in two different categories:
- (a) General Proponent Questions;
  - (b) Confidential Questions.
- B4.3.1 Questions not marked "Confidential" will be considered as "General".
- B4.3.2 The Project Manager may determine that a "Confidential" question requires clarification to all Proponents. In that case, the Project Manager will notify the Proponent who submitted the question and request a revision to the "Confidential" label to read "General". If the question remains "Confidential", the Project Manager reserves the right to not provide an answer.
- B4.3.3 Questions in B1.1(a) and B4.3(a) may be answered by addenda. Questions in B4.3(b) will be answered, in writing, only to the Proponent that submitted the Question
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Notwithstanding B4.3.3, responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP, will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B4.7 Notwithstanding B6.2, the Project Manager will issue Addenda or answer the question, considering the time required in relation to the subject contained in the Addenda, but in any event, at least two (2) Business Days prior to the Submission Deadline, or provide at least in accordance with B6.2.

## **B5. CONFIDENTIALITY**

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP to the media or any member of the public without the prior written authorization of the Project Manager.

## **B6. ADDENDA**

B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFP, or clarifying the meaning or intent of any provision therein.

B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be issued to Proponents by facsimile and/or email.

B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.4 Proponents are entirely responsible for disseminating information regarding Addenda to any person(s) involved with them on this Project.

## **B7. PROPOSAL SUBMISSION**

B7.1 The Proposal should be presented in the Sections identified below.

B7.2 The Proposal should consist of the following components:

- (a) Form A: Proposal (Section A);
- (b) Fees (Section B);
- (c) Experience of Proponent and Subconsultants (Section C);
- (d) Experience of Key Personnel Assigned to the Project (Section D);
- (e) Project Understanding and Methodology (Section E); and
- (f) Project Schedule (Section F);

B7.3 Further to B7.2, 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.

B7.4 Proponents should submit one (1) unbound original (marked "original") and six (6) copies of their Proposal Submission.

- B7.5 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, will be evaluated in accordance with B20.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Proponent's name and address.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B8. PROPOSAL (SECTION A)**

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than his 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 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.

**B9. FEES (SECTION B)**

B9.1 Proponents shall submit Fees, in Canadian funds, for the following work sections:

- (a) Comprehensive Integrated Waste Management Plan;
- (b) Environmental License.

B9.2 Details of the Scope of Services are provided under D5.

B9.3 The budget for the project is shown in the following table.

	Work Section	Maximum Budget
Section 1	Comprehensive Integrated Waste Management Plan: 3 Stages	\$150,000
Section 2	Landfill Master Plan & Environmental Licence	\$200,000

B9.4 Proponents shall include all costs, including out-of-pocket expenses, associated with each Section, in their Fees.

B9.5 Fees submitted shall not include the Goods and Services Tax (GST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B10.1 Proposals shall include details demonstrating the history and experience of the Proponent and Subconsultants in providing planning, research, analysis, public participation, and environmental licensing services on up to three projects of similar size and complexity.

B10.2 For each project listed in B10.1, the Proponent shall submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted value and final cost;
- (d) project schedule (anticipated project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the key participants in the Project should be identified in the organizational chart referred to in B11.1.1.
- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10.1, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project owner;
  - (d) Reference information (two current names with telephone numbers per project).

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

- B12.1 Describe your firm's project management approach and team organization during the performance of Services so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology shall be presented in accordance with the following Scope of Service work packages:
- (a) Stage 1: Waste Management alternatives;
  - (b) Stage 2: Preferred alternative detail;
  - (c) Stage 3: Final alternative;
  - (d) Environmental License including landfill master plan;
- B12.3 Describe the collaborative process/method to be used by the key professionals of the team in the various phases of the Project.
- B12.4 Proposals shall address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's ability to integrate the public participation component with the technical components of the work;
  - (c) the proposed Project budget;
  - (d) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 For each person identified in B11.2 list the percent of time to be dedicated to the Project. Provide information for the Project in accordance with the Scope of Service identified in B12.2.

**B13. PROJECT SCHEDULE (SECTION F)**

- B13.1 The Proponent shall submit a detailed Project Schedule.
- B13.2 Proponents shall present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events.
- B13.3 The Project Schedule shall include critical dates for review and approval processes by the City and other organizations anticipated during the public participation phases of the Project. Reasonable times shall be allowed for completion of these processes.

## **B14. QUALIFICATION**

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

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

- (a) have successfully carried out services for the solid waste system planning, research, analysis, public participation, and environmental licensing services for projects of similar complexity, scope and value; and to those required for this Project;
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have an office and staff representative physically located within the City of Winnipeg;
- (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (e) notwithstanding C7.16, undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

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

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

B15.1 Proposals will not be opened publicly.

B15.2 After the award of Contract, the name of the successful Proponent will be provided to Proponents who have submitted a Proposal.

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

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



## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Proponent may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B18. INTERVIEWS**

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

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- |   |             |
|---|-------------|
| (a) compliance by the Proponent with the requirements of the RFP or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14:                | (pass/fail) |
| (c) Fees; (Section B)   | 20%         |
| (d) Experience of Proponent and Subconsultants; (Section C)   | 20%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)                                | 20%         |
| (f) Project Understanding and Methodology (Section E)   | 30%         |
| (g) Project Schedule (Section F)  | 10%         |
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on the Fees submitted in accordance with B9.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization based on the information submitted in accordance with B10.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on projects of comparable size and complexity, based on the information submitted in accordance with B11.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, based on the information submitted in accordance with B12.
- B20.8 Further to B20.1(g), the Project Schedule will be evaluated considering the Proponents ability to comply with the requirements of D11.
- B20.9 This Contract may be awarded as a whole or separately in sections as identified.
- B20.10 The Proponent may submit on Section 1- CIWMP, Section 2- Environmental Licence, or both parts combined. In a case where Section 1 and Section 2 are awarded separately, the successful Proponents shall cooperate fully with each other. The work in Section 2 depends on the work developed in Section 1, and as such are interrelated. Further to 20.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B20.10.1 Notwithstanding B9, the Proponent may, but is not required to, bid on all sections.
- B20.10.2 Notwithstanding B9, the City shall not be obligated to award any section to the responsible Proponent submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Proponent has not bid on all sections, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B20.11 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal may be determined to be non-responsive and may not be further evaluated.

## **B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

**B21.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1 (n).**

B21.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B21.6 The Contract documents, as defined in C1.1 (n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B21.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of his Proposal upon written request to the Project Manager.

B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010 06 18) are applicable to the Services of the Contract.
- C0.1.1 The General Conditions for Consultant Services are attached as Appendix A.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Trevor Sims MBA, P. Eng

Email: [tsims@winnipeg.ca](mailto:tsims@winnipeg.ca)

Telephone No. (204) 986-8043

Facsimile No. (204) 774-6729

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

#### **D3. BACKGROUND: CIWMP**

D3.1 Winnipeg has a 17% residential waste diversion rate and the additional gains are expected to come from an organics diversion program and other appropriate measures. The plan should primarily aim to achieve at least a 50% waste diversion from the residential waste stream.

D3.2 The strategy will take an integrated approach to waste reduction, waste diversion, and waste disposal options. The strategy will include consideration of social, environmental and financial impacts of the various options. There are five streams of waste to be analysed which come to the Brady Road landfill: single family residential; multifamily residential; Industrial, Commercial and Institutional (ICI), Construction and Demolition (C & D), and corporate City of Winnipeg.

D3.3 The strategy will review the two waste management plans: 1996 Waste Minimisation Strategy (see Appendix B), and 2001 ASD and Waste Minimisation Strategy Implementation (see Appendix C), and assess implementation progress, and current and future relevance of the strategies.

D3.4 Information from other leading cities on their strategies will also be considered. The strategy will include a public participation component, material collection and processing and disposal options for both "dry" products (recycling) and "wet" products (organics and residue), procurement strategies, net environmental benefits of the various options, revenue opportunities and financing options as well as best practices evaluations from other municipalities.

D3.5 The strategy will consider the estimated population projections growth of 180,000 residents and 83,000 new households in the next 20 years.

#### **D4. BACKGROUND: ENVIROMENTAL LICENCE**

- D4.1 The City is required to apply for an Environment Act license to operate Brady Road Landfill. Key components of the license application will include developing a master plan for the site and preparing an environmental impact assessment.
- D4.2 The Brady Road Landfill opened in 1973 and is currently operating under an Operating Permit (Waste Disposal Ground Operating Permit No.1-015) from the Province issued in 1993. While the operation is permitted, it is not licensed as required pursuant to the Waste Disposal Ground Regulation. The report creating only one landfill for Winnipeg, the Landfill Siting Study, 1985, is contained in Appendix D. Brady road site layout is available in Appendix E, and a topographical map of the main active landfill disposal area is available in Appendix F.
- D4.3 In 2009, an application was filed under the Environment Act for a methane gas abatement project at Brady and subsequently issued Environment Act Licence No. 2890.
- D4.3.1 To comply with requirements for licencing the landfill, a consultant was retained in October, 2009 to scope the process. Their assignment involved:
- (a) A Peer Review of the current groundwater-monitoring program, infrastructure, and hydrogeological/hydrochemical understandings, including understanding of groundwater contamination potential at Brady, and
  - (b) A review of “Operational Best Practices” at the facility, supported by a “benchmarking” comparative analysis of its practices relative to several state-of-the-art facilities.
- D4.3.2 This also addressed statutory requirements and a process for public education and involvement, and provides some guidance for more extensive licensing activities. Appendix G is a summary of the licensing plan.
- D4.4 Regarding the current assignment it is very important to note that there are significant issues that have come to the fore within the last two years or so that must be considered and addressed to the extent possible within the licensing process. These issues are briefly described in the following discussion.
- D4.4.1 The City is currently reviewing proposals received in response to its Request for Proposal for a Landfill Gas and Resource Recovery Project at the Brady Road Landfill. Depending on the proposal selected for implementation, there may be a requirement to amend Environment Act Licence No. 2890 for this project.
- D4.4.2 The City is in the process of determining how to deal with biosolids from its wastewater treatment plants. The prevailing practice is to land apply dewatered biosolids to agricultural land, except when weather does not permit, in which case the biosolids are landfilled at Brady. However, new regulations will severely limit the application rate allowed on agricultural land, necessitating either landfilling or otherwise dealing with this material.
- D4.4.3 Currently, leachate from landfills in Winnipeg is treated at the City’s North End Water Pollution Control Centre and this practice is under review.
- D4.4.4 In 2010, the Province enacted stewardship regulations for household hazardous waste and electronic waste. These programs are not anticipated to be operational until 2011 and the City will be in discussions with the Province regarding opportunities for supporting these programs.
- D4.4.5 Currently the City is completing its “Our Winnipeg” planning guidance document. One of the policies is to pursue regional servicing opportunities including waste management services. Consideration needs to be given as to what the existing and future needs are for waste management, including diversion, outside of Winnipeg and to what extent the Brady Landfill should be considered for meeting regional needs.
- D4.4.6 Based on the work carried out for the preliminary licensing plan, there are a number of landfill design and operation improvements that need to be studied in detail, including but not limited to; cell design, overall site geometry, small public load handling, resource

recovery, contingency, end use and perpetual care requirements and the acceptability of landfilling certain materials including drywall, automobile shredder residue, wood waste and biosolids.

## **D5. SCOPE OF SERVICES**

D5.1 The Consultant shall provide professional services for the two basic components to the overall project: the CIWMP and Environmental License. These components are interrelated in that the outcome of the CIWMP will determine the needs for disposal and processing capabilities at the Brady site. Also the development of a master plan for Brady under the licensing component will result in costs that need to be considered in evaluating overall system costs. The Scope of Services shall include but not be limited to the following:

- (a) Stage 1 Waste Management Plan: Alternatives. To develop program alternatives to be considered by the Stakeholder Advisory Committee and a public participation process. A preferred alternative will be selected for a more detailed analysis in Stage 2
  - (i) Review relevant reports and other documentation on waste management in Winnipeg, including but not limited to documents shown in attached appendices,
  - (ii) Develop alternatives for waste management to achieve the targeted diversion goal,
  - (iii) Alternatives to include: biweekly collection schedules, co-collection, organics collection and composting, compatibility of collection methods in use,
  - (iv) Consideration for treatment of waste to include thermal treatment, composting, and landfilling,
  - (v) Include in the analysis the use of policy instruments, such as product bans, lift limits, preferential tipping fees to encourage diversion of ICI, and Construction & Demolition waste.
  - (vi) Include financial sustainability considerations,
  - (vii) Provide an evaluation framework for the alternatives with financial, environmental and social criteria,
  - (viii) Develop presentations and case study reports for review in the public participation process, including the SAC, on alternatives that will achieve the diversion goal set in section D3.1.
- (b) Stage 2 Waste Management Plan: selected Alternative. One of the alternatives developed in Stage 1 will be selected for further detailed analysis following the public participation process. The detailed analysis for the Stage 2 alternative will be prepared for a public participation process.
  - (i) Refine the selected alternative for SAC consideration based upon Stakeholder Advisory Committee feedback and public participation process in Stage 1.
  - (ii) Include detailed program costing,
  - (iii) Identify economic, social and environmental impacts of the alternative,
  - (iv) Develop a reasonable program implementation schedule,
  - (v) This refined alternative will be presented in a broad public participation process.
- (c) Stage 3 Waste Management Plan: Final Alternative
  - (i) Following the public participation process referred to in D5.1 (b), incorporate feedback and make any required revisions to the Stage 2 alternative,
  - (ii) Produced a final Stage 3 report. This stage will form the basis of recommendations to City Council.

### **D5.2 Environmental Licensing**

Develop a landfill Master Plan for Brady, which considers waste streams based on the accepted Stage 3 alternative, and based on any new or expanded programs as a result of the CIWMP.

- (i) Prepare an Environmental Impact Assessment (EIA) on Brady Road Landfill for inclusion in an Environmental License application to the Province,

- (ii) Complete an EIA for Brady Road landfill masterplan, and provide support for the City-run public participation process as required,
  - (iii) Document the process, including all meetings and discussions.
- D5.3 All Stages of the CIWMP and Environmental Licensing shall be done concurrently wherever feasible.
- D5.4 A summary of the preliminary Brady licensing plan is included as Appendix G. The full report will be provided to the successful Consultant for this project. The key activities for this project follow:
- D5.5 Review the preliminary Brady licensing plan and recommend modifications if deemed necessary.
- D5.6 Assist the City in developing a landfill Master Plan through; reviewing the City's current landfill design and operations best practices compilation, consultation, data collection and analysis and determination of environmentally progressive, socially acceptable and affordable/sustainable landfill design and operating criteria. This will include considering the issues of waste diversion, household hazardous waste and electronic waste, special wastes including drywall, automobile shredder residue, wood waste and biosolids, leachate collection and treatment from both the existing landfilled area and future expansion areas, landfill gas collection and methane abatement, site infrastructure, overall site geometry, contingency, end use and perpetual care requirements and opportunities/challenges in serving as a regional facility.
  - (a) The master plan should address, as a minimum, the following:
    - (i) Background information of site landfill development to-date
    - (ii) Regulatory framework;
    - (iii) Landfill design criteria;
    - (iv) Composting and other processing considerations;
    - (v) Landfill cell development;
    - (vi) Operational considerations, including program management;
    - (vii) Monitoring requirements;
    - (viii) Infrastructure and transportation;
    - (ix) Storm water management;
    - (x) Leachate management;
    - (xi) Landfill gas management;
    - (xii) Landfill development plan;
    - (xiii) Landfill closure and post-closure care;
    - (xiv) Financial plan.
- D5.7 Carry out data collection, investigations and analysis as required to address issues and support development of the Brady Landfill site master plan, and licensing submission including the environmental impact assessment. This can include consultation with specialists, examination of facilities elsewhere, and field investigations including subsurface explorations, instrumentation, sampling, arranging for sample analysis and interpreting results.
- D5.8 Prepare an environmental impact assessment and licensing proposal for the Brady masterplan. This will involve preparing the submission so as to satisfy and where possible and advisable, exceed the requirements of the regulator(s).
- D5.9 Assist the City in responding to questions from the Province after submission of the licensing proposal documentation. Preparation for and participation in hearings resulting from the licensing submission (if called for) would be a separate assignment and the City reserves the right to either engage the Consultant or select others for such a process.
- D5.10 As part of this project, a major public participation process will be conducted. The City will lead the public participation process. The consultant will be responsible for:



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

D5.11 Consultants are required to conduct their own due diligence for all aspects of the Project and are responsible for carrying out, at their own cost, any independent investigations, surveys, and studies which they consider necessary or appropriate in this regard.

D5.12 The Consultant may be required to make presentations to City staff and members of City Council during the Contract.

D5.13 The City intends to award this Contract by October 31, 2010.

## **D6. ANTICIPATED PROJECT DELIVERY**

D6.1 In order to effectively and efficiently manage the Project, the Consultant will be required to develop and maintain a web-based Electronic Project / Document Management System. This system will be required to track all reports, correspondence, and contract administration documents. Various portions of the system shall be accessible to Project stakeholders, including the City's Project Management team, Consultant team, contractors, and subcontractors as determined by the Project Manager.

D6.1.1 All data stored in accordance with D6.1, must remain in, and be stored only on servers residing in Canada.

## **D7. DEFINITIONS**

D7.1 When used in this Request for Proposal:

- (a) "**CIWMP**" means Comprehensive Integrated Waste Management Plan;
- (b) "**C & D**" means Construction and Demolition;
- (c) "**EIA**" means Environmental Impact Assessment;
- (d) "**ICI**" means Industrial, Commercial and Institutional;
- (e) "**MFD**" means Multi Family Dwelling.

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

### **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 Project Manager with evidence thereof upon request.

## **D9. INSURANCE**

D9.1 The Consultant shall provide and maintain the following insurance coverage:

- (a) Commercial General liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause (otherwise known as severability of interest), contractual liability, contingent employers liability (if not otherwise covered) to remain in place at all times during the performance of the Services;
- (b) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Services in the amount of at least two million dollars (\$2,000,000.00) to remain in place at all times during the performance of the Services; such insurance may be met through the commercial general liability cover where applicable;
- (c) Professional errors and omissions liability insurance in the amount of at least five hundred thousand dollars (\$500,000) with a one million dollar (\$1,000,000) aggregate.

D9.2 Deductibles shall be borne by the Consultant.

D9.3 The Consultant shall provide the 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 Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Consultant shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 Consultant shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

D9.6 Consultant shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.

D9.7 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D9.8 Consultant shall be responsible for the payment of all premiums and deductible amounts relating to the insurance policies.

D9.9 Certificates of Insurance shall be provided to the City on an annual basis. In the case of occurrence based policies the Consultant shall ensure that insurance is maintained, at the minimum, from the inception of the Contract until Services are fully complete; or in the case of claims made policies, expiry of any warranty or other agreed to period, whichever is longer.

D9.10 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time, provided that the City shall give the Consultant reasonable notice and shall request reasonable change.

D9.11 The City shall have the right to receive or review certified copies of the policies if requested.

D9.12 The Consultant shall provide the Project Manager 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 Service, but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **SCHEDULE OF SERVICES**

### **D10. COMMENCEMENT**

D10.1 The Consultant shall not commence any Services until he 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 Project Manager 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 Project Manager, or the Project Manager has waived the requirement for a meeting.

### **D11. CRITICAL STAGES**

D11.1 The Consultant shall achieve critical stages of the Services in accordance with the following requirements:

- (a) Stage 1 report approximately six weeks from award of Contract (estimated due date of December 15, 2010);
- (b) Stage 2 report approximately one month from completion of the public participation phase of the Stage 1 alternatives report (estimated due date of April 15, 2011);
- (c) Stage 3 final report approximately one month from completion of the public participation phase of the Stage 2-selected alternative report (estimated due date of July 15, 2011);
- (d) Information related to D5.2 for completing the landfill licence application by December 1, 2011.

### **D12. TOTAL PERFORMANCE**

D12.1 The Project Manager, in consultation with the Consultant, shall determine when the Consultant has achieved Total Performance of the Contract.

D12.2 Total performance of the contract is achieved when all the critical stages in D11.1 have been achieved.

D12.3 In the event that the award is made in two sections as described in B20.10, the total performance for the first section is D11.1(c), and the total performance for the second section is D11.1(d).