



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1055-2014**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR AN  
ORGANICS DIVERSION STRATEGY AND WASTE CHARACTERIZATION STUDY FOR THE  
CITY OF WINNIPEG**

**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 AN ORGANICS DIVERSION STRATEGY AND WASTE CHARACTERIZATION STUDY FOR THE CITY OF WINNIPEG

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 16, 2015.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

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

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

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

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

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

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

B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.

B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

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

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

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

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

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

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services on Form B: Prices.
- B8.2 The Proponent shall state a separate fee in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Separate Price - Item No. 3 shall be the amount to be deducted from the lump sum price if "SFD, MFD, and Recycling Depot materials delivered to MRF" is deleted in accordance with D4.2.2(a)(ii) and D4.2.2(f)(iii) of the Specifications;
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 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.
- B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.6 Notwithstanding C10.1, 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.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8 Form B: Fees is organized into Parts: Part 1 of the Work and Part 2 of the Work. Bidders shall provide a total price for each Part and, on the summary sheet, a Total Bid Price consisting of the sum of prices for Part 1 and Part 2.

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 Proposals shall include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning, research, policy analysis, financial analysis, public participation services on up to three projects of similar complexity, scope and value to the Organics Diversion Strategy. At least one of these projects must have been for a large urban population centre.
- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing data collection, analysis and reporting services on up to three projects of similar complexity, scope and value for the Waste Audit and Characterization Study. These projects may be included as part of the scope in the projects listed in B9.1(a)
- (c) details demonstrating the history and experience of the Proponent and Subconsultants in providing cost estimation, and design services on up to three organics processing facilities with a design capacity of at least 30,000 tonnes per year. These projects may be included as part of the scope in the projects listed in B9.1(a)
- B9.2 For each project listed in B9.1, the Proponent should submit:
- (a) description of the project;
- (b) role of the consultant;
- (c) For B9.1(a), and B9.1(b), project's original contracted cost and final cost;
- (d) For B9.1(c), facility's original estimated cost, original contracted cost and final cost;

- (e) project schedule (anticipated project schedule and actual project delivery schedule);
- (f) project owner;
- (g) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

## **B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in waste management, years of experience in design and construction (if applicable), and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B10.3 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 B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the City's Project methodology with respect to the information provided within this RFP;
- (c) any other issue that conveys your team's understanding of the Project requirements.

B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **B12. PROJECT SCHEDULE (SECTION F)**

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments

(key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

### **B13. QUALIFICATION**

- B13.1 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;

- B13.2 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>

- B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

- B13.4 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.

- B13.5 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.

### **B14. ELIGIBILITY**

- B14.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:



- (a) Stantec Inc.
- (b) HDR Inc.
- (c) Deloitte LLP
- (d) AET Group Inc.
- (e) R. Alexander Associates, Inc.

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

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised 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 its 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 its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

**B18. INTERVIEWS**

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

**B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

**B20. EVALUATION OF PROPOSALS**

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

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.

- 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.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Further to B20.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Proponent is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
  - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Proponent exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Proponents will be adjusted by deducting item 4, until a Total Bid Price within the budgetary provision is achieved.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.
- B21.9 As noted in D4 and identified in Form B: Fees, the Work of Part 2 will be contingent upon the Province approving funding for the Work. If sufficient funding for Part 2 Work is not approved by the Province the City shall have the right to eliminate all or any portion of Part 2 Work in accordance with D4.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The General Conditions for Consultant Services (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the General Conditions for Consultant Services.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Project Manager is:

Justin Lee, MCIP

Email: justinlee@winnipeg.ca

Telephone No. 204 986-2017

Facsimile No. 204 774-6729

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

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

#### **D3. BACKGROUND**

D3.1 Organics diversion programs will be necessary in order to reach the goal of 50% residential waste diversion that was specified in the GRMP which Council approved in October 2011. The GRMP is attached as Appendix A.

D3.2 Organics makeup approximately 40% of Winnipeg's residential waste stream, contributing to disposal costs, greenhouse gas production and leachate generation. Costs related to landfilling and treating waste continue to increase every year.

D3.3 Since implementation of the GRMP, the residential waste diversion rate has increased from 18.1% (2011) to 28.1% (2013).

D3.4 Collection statistics, including tonnages, for the residential collection program are provided in the CIWMS 2013 Annual Report as Appendix B.

D3.5 The 2011 Comprehensive Integrated Waste Management Plan (CIWMP) is attached as Appendix C.

D3.6 The BRRMF is the City of Winnipeg's only active landfill and has over 100 years of capacity remaining. There are also two privately-owned landfills in proximity to Winnipeg.

D3.7 The City of Winnipeg Residential Waste Composition Study 2009 is attached as Appendix D.

D3.8 Current organics diversion programs include: A seasonal residential Leaf and Yard Waste collection program, seasonal Christmas tree depots, and Biosolids Composting.

D3.9 The strategy will consider the estimated population projection growth of 95,000 in the next 10 years, and 200,000 people in the next 23 years. Over the next 22 years, there is an expected housing demand for over 100,000 dwelling units (see Appendix E).

#### **Waste Audit and Characterization Study**

D3.10 The Waste Audit and Characterization Study will be used to determine the current composition of Winnipeg's waste streams and to inform planning and programming. This study will be the

first (and base) year of an ongoing waste audit and characterization program that is expected to be updated every two years.

- D3.11 The City of Winnipeg provides collection service to all SFD and MFD properties. Service is also available to ICI properties with  $\leq 3.0\text{m}^3$  of garbage container capacity collected per week.
- D3.12 The City contracts out recycling processing, and all waste collection except from the recycling depots. All garbage and LYW collected through City contracts is delivered to the BRRMF for disposal or composting.
- D3.13 All recyclable material collected through City contracts and the depots is delivered to a single MRF
- D3.14 Self-haul customers at the BRRMF include residential and commercial loads up to 500kg.
- D3.15 There are six recycling depots open to public drop off located throughout the city.
- D3.16 Collection contracts are based on geography and container type, not sector. Whereby:
- (a) Vehicles containing waste collected from carts will generally have mixed waste from ICI, SFD, and City facilities.
  - (b) Vehicles containing waste collected from front-load bins will generally have mixed waste from ICI, MFD, and City facilities.
- D3.17 Notwithstanding D3.16, ICI and City properties that are serviced by City contracts represent <1% of all residential properties.
- D3.18 The City provides collection service to approximately 200,000 single family dwelling units, and approximately 100,000 multi family dwelling units in over 4,600 properties.
- D3.19 The City currently conducts inbound audits at the MRF from SFD, MFD, and Recycling Depot sources. Three audits were conducted in 2014.
- D3.20 BRRMF is located at 1901 Brady Road, Winnipeg, MB
- D3.21 MRF is located at 1029 Henry Avenue, Winnipeg, MB

#### **D4. SCOPE OF SERVICES**

- D4.1 The Work to be done under the Contract shall consist of two parts:
- (a) Part 1 – City Funded Work
  - (b) Part 2 – Provincially Funded Work.

##### **Part 1 – City Funded Work**

- D4.2 Part 1 – City Funded Work shall consist of:
- (a) Organics Diversion Strategy
  - (b) Waste Audit and Characterization Study

##### **D4.2.1 Organics Diversion Strategy**

The goal of the Organics Diversion Strategy is to provide a clear implementation path for organics diversion in Winnipeg. This Strategy will build upon the 2011 CIWMP and provide the basis for decision-making with regards to how Winnipeg can achieve a goal of 50% residential waste diversion. The strategy will consider the SFD, MFD, ICI, and C&D sectors, however, the primary focus of the strategy will be on the SFD sector — in particular SSO.

The strategy must consider all sources of organics managed by the City. This includes, but is not limited to: kitchen waste, leaf and yard waste, biosolids, landscaping waste, animal waste, and wood waste.

The strategy shall encompass three main phases: Background Review and Development of Organics Diversion Options; Organics Diversion Program Selection and Development of Implementation Plans; and Final Reporting.

- (a) Phase 1: Background Review and Development of Organics Diversion Options
  - (i) Review of relevant reports, regulations, other documentation, and existing practices on waste management in Winnipeg, including but not limited to documents in the attached appendices.
  - (ii) Provide a survey of best-practice organics diversion options used in other jurisdictions, identifying those that are reasonable, achievable, appropriate, and comparable to Winnipeg's environmental, social and economic climate. Options must include organics processing technologies, collection systems, and funding mechanisms.
- (b) Phase 2: Organics Diversion Program Selection and Development of Implementation Plans
  - (i) Organics diversion program selection includes the development of an evaluation framework and guiding the steering committee/SAC through the selection process in order to select a balanced approach to organics diversion in Winnipeg.
  - (ii) The development of implementation plans for the selected organics diversion approach shall consider, at minimum:
    - ◆ Resource requirements (e.g. financial, staffing, infrastructure, etc)
    - ◆ Considerations to disposal and collection operations
    - ◆ Environmental, economic, and social impacts
    - ◆ Interrelationships and other dependencies
    - ◆ Regulatory frameworks and municipal tools.
    - ◆ Timelines
    - ◆ Recommendations for pilot program design.
    - ◆ Recommendations on procurement strategy
- (c) Phase 3: Final Reporting
  - (i) A final report shall be developed that contains, at minimum:
    - ◆ An executive summary
    - ◆ Documentation of the decision-making processes, including consultation
    - ◆ The selected organics diversion options and their respective implementation plans
    - ◆ How the selected diversion options build upon the existing baseline
  - (ii) A financial summary shall be developed for the selected organics diversion options that, at minimum, considers:
    - ◆ Detailed program costing for the organics diversion options selected
    - ◆ Minimum Class 4 cost estimate for an SSO processing facility per the ACE International Recommended Practice No. 18R-97.
    - ◆ Minimum Class 5 cost estimates for all other options as per the ACE International Recommended Practice No. 18R-97.
    - ◆ Impacts to landfill tipping fees
    - ◆ Market revenue potential
    - ◆ Opportunity costs
    - ◆ Funding options/mechanisms
    - ◆ Other revenue potential



- (iii) Documents shall be delivered as:
  - ◆ Six(6) printed and bound copies for the final documents
  - ◆ PDF of each document
- (d) Consultation will be required as part of the Organics Diversion Strategy. Its scope shall consist of:
  - (i) Working with the project steering committee, a SAC, and key internal/external stakeholders in order to develop the strategy and its implementation plans.
  - (ii) Key internal/external stakeholders shall be identified with assistance from the project steering committee and SAC.
  - (iii) Development of presentations and other material for review as required
  - (iv) Meeting logistics and facilitation shall be conducted by others

#### D4.2.2 **Waste Audit and Characterization Study**

- (a) Scope shall consist of:
  - (i) SFD and MFD materials delivered to BRRMF
  - (ii) SFD, MFD, and Recycling Depot materials delivered to MRF
  - (iii) Characterization of bulky waste (including white goods), and abandoned waste through 311 service request data
- (b) Excluded from the scope of work are:
  - (i) The comparison of sub-populations within individual sectors
  - (ii) Material delivered from self-haul customers at BRRMF
- (c) Goals & Objectives
  - (i) To determine the composition of waste generated in Winnipeg.
  - (ii) To inform long-range and strategic waste management planning.
  - (iii) To track system performance over time.
  - (iv) To inform infrastructure planning (e.g. LFG and leachate collection infrastructure, diversion facilities, material balances) and operations.
  - (v) To understand the different materials within the organics stream insomuch as to inform the evaluation criteria for selecting different types of organics processing technologies and programs identified under the scope of D4.2.1.
- (d) Methodology
  - (i) Proponent shall propose a methodology that meets the goals and objectives identified in D4.2.2(c).
  - (ii) At minimum, the methodology shall:
    - ◆ be consistent with methodology identified in the CCME 1999 Recommended Waste Characterization Methodology for Direct Waste Analysis Studies in Canada or other comparable industry standards
    - ◆ address the number and length of study periods, and resulting level of precision.
    - ◆ address the quantity and size of samples
    - ◆ be representative of sub-populations across each sector
  - (iii) Hours of work:
    - ◆ BRRMF: Work may take place Monday-Friday, exclusive of holidays between the hours of 7am-5pm
    - ◆ MRF: Work may take place Monday-Friday, exclusive of holidays between the hours of 7am-7pm.
  - (iv) The City or facility operators shall provide the following:
    - ◆ An indoor sorting area at each facility to be studied
    - ◆ Handling of waste from the tipping face to the sorting area and removing the waste from the sorting area after it's been sorted.

- ◆ A container by the sorting area for final waste disposal at BRRMF
  - ◆ Assistance with identifying suitable loads of material
  - ◆ Monthly tonnage information for the BRRMF and MRF
  - ◆ Collection information for bulky waste and white goods
  - ◆ Population and demographic information
  - ◆ Previous waste audit and characterization studies
  - ◆ 311 service requests logs for Bulky and Abandoned waste
- (v) The proponent shall be responsible for all remaining aspects of the work, including, but not limited to:
- ◆ Provision of all necessary tools, equipment, and training
  - ◆ Cleaning and tidying of the sorting area at the end of each working day
  - ◆ Identifying suitable samples of material and coordinating with BRRMF and MRF staff to transport material from the tipping face to the sorting area
  - ◆ Providing the City at least two weeks notice prior to the beginning of any proposed sampling period
- (e) Materials Categories
- (i) Material categories to be characterized are set out in Appendix F
- (f) Reporting
- (i) Interim report at the end of each of the first three study periods, with final report at the conclusion summarizing all the study data.
  - (ii) Final report shall include, at minimum:
    - ◆ the composition of waste for each of the sectors studied,
    - ◆ waste generated by each sector studied,
    - ◆ per capita waste composition results, and
    - ◆ season waste characteristics
    - ◆ Summary table characterizing each category by sector and by season.
  - (iii) If the audit and characterization of materials from D4.2.2(a)(ii) SFD, MFD, and Recycling Depot materials delivered to MRF is not conducted in accordance with B20.10, the proponent shall incorporate existing MRF waste audit and characterization studies into the final report.
  - (iv) Documents shall be delivered as:
    - ◆ Four (4) printed and bound copies of the final report
    - ◆ PDF of each document
    - ◆ Excel files of all summary data

## **Part 2 – Provincially Funded Work**

- D4.3 Part 2 – Provincially Funded Work shall consist of:
- (a) Increasing the scope of the D4.2.2 Waste Audit and Characterization Study to include material from the ICI sector delivered to the BRRMF
    - (i) The final report shall include per employee waste composition results
    - (ii) Material categories shall be the same as identified in Appendix F
  - (b) Increasing the scope of the D4.2.2 Waste Audit and Characterization Study to include material from the C&D sector delivered to the BRRMF
    - (i) Methodology shall include proposed material categories

- D4.4 The City currently has no approved funding in the Capital Budget for Part 2 of the Work, but is anticipating receiving notification about funding from the Province of Manitoba by late February. Part 2 of the Work is contingent upon the Province approving sufficient funding.
- D4.4.1 Further to C7.1, if notice of sufficient funding is not received, the City shall have the right to eliminate all or any portion of Part 2, and the Contract Price will be reduced accordingly.
- D4.4.2 Further to C7.5, C7.5.1, and C7.6, a reduction in the Contract Price pursuant to D4.4.1 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of C7.5.

## D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) **“BRRMF”** means Brady Road Resource Management Facility
  - (b) **“C&D”** means Construction and Demolition
  - (c) **“CIWMP”** means Comprehensive Integrated Waste Management Plan
  - (d) **“CIWMS”** means Comprehensive Integrated Waste Management Strategy
  - (e) **“GRMP”** means Garbage and Recycling Master Plan
  - (f) **“ICI”** means Institutional, Commercial, and Industrial
  - (g) **“Large Urban Population Centre”** means a population centre of at least 100,000 and a population density of 400 persons or more per square kilometre, as defined by Statistics Canada. Population centre population includes all population living in the cores, secondary cores and fringes of census metropolitan areas (CMAs) and census agglomerations (CAs), as well as the population living in population centres outside CMAs and CAs.
  - (h) **“LFG”** means Landfill Gas
  - (i) **“MFD”** means Multi Family Dwelling and shall be considered a property with eight (8) or more dwelling units.
  - (j) **“MRF”** means Materials Recovery Facility
  - (k) **“SAC”** means Stakeholder Advisory Committee
  - (l) **“SFD”** means Single Family Dwelling. A Single Family Dwelling shall be considered a Residential Property as defined in the Solid Waste By-law No. 110/2012 where:  
  
“residential property” means a property that contains
    - (i) a building that contains seven or fewer dwelling units, whether occupied or not;
    - (ii) one or more mobile homes or recreational vehicles in which people are residing, regardless of the number of mobile homes or recreational vehicles on the property;
    - (iii) but does not include a property that contains a hotel or hostel;
  - (m) **“SSO”** means Source Separated Organics

## D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;

- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

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

### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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.

### **D8. INSURANCE**

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
  - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

D8.2.1 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.

D8.3 The policies required in D8.2(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.

- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.10.
- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 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**

### **D9. COMMENCEMENT**

- D9.1 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.
- D9.2 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 D7;
    - (ii) evidence of the insurance specified in D8;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by February 13, 2015.

### **D10. CRITICAL STAGES**

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) March 31, 2015: Completion of D4.2.1(a)– Organics Diversion Strategy Phase 1;
  - (b) June 30, 2015: Completion of D4.2.1(b) – Organics Diversion Strategy Phase 2;
  - (c) August 31, 2015: Initial drafts of D4.2.1(c) – Organics Diversion Strategy Phase 3 due for review;
  - (d) October 30, 2015: Completion of D4.2.1(c) – Organics Diversion Strategy Phase 3;
- D10.2 November 30, 2015: Completion of D4.2.2 – Audit and Characterization Study;