



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 607-2019**

**FOOD WASTE COLLECTION PILOT – IMPLEMENTATION AND PUBLIC  
ENGAGEMENT SUPPORT**

**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 FOOD WASTE COLLECTION PILOT – IMPLEMENTATION AND PUBLIC ENGAGEMENT SUPPORT

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 31, 2020.
- 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, 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 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the 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.
- B5.3 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>
- B5.4 The Proponent is responsible for ensuring that he/she 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

## **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 should 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.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") Proposal. Copies are not required. Drawings, charts, and tables etc. included as part of the Proposal should not exceed 11" x 17" (ledger) size.
- 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 contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(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 12 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 his/her 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.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants for up to three projects each of similar complexity, scope, and value in providing:
    - (i) design and delivery of pilot projects;
    - (ii) data collection;
    - (iii) public engagement; and
    - (iv) development of communication and education material.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project; role of the Consultant; project's original contracted cost and final cost; schedule (anticipated project schedule and actual project delivery schedule); project owner; reference information (two current names with telephone numbers per project); and relevance to the scope of services identified in D4.
- 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, commitment to waste reduction practices, and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.
- B10.2 Identify and 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 Consultant's Representative, leaders of the key disciplines, and public engagement professionals. Include educational background and degrees, professional recognition, job title,

years of experience in their field, years of experience in current position, and years of experience with existing employer.

**B10.3** For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Relevance to the Scope of Services identified in D4;
- (c) Role of the person;
- (d) Project Owner; and
- (e) 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. The proposal may include an organizational chart for the Project that identifies the Key Personnel assigned to the Project and reporting structure.

- (a) Identify the frequency of project team meetings with the City, commensurate to the Project scope and schedule. Identify the type of meeting (e.g., in-person, teleconference), and travel for any team members.
- (b) Describe the collaborative process / method to be used by the Key Personnel of the team in the various phases of the Project with respect to internal collaboration within the Proponent's project team and in collaboration with the City project team (i.e., frequency of internal team meetings, internal collaboration and project/document management tools, and communication with the City Project Manager).

**B11.2** Proposals should address:

- (a) the team's understanding of the Project goals and outcomes;
- (b) the team's understanding of the broad functional and technical requirements;
- (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (d) the proposed Project budget;
- (e) the proposed Project methodology with respect to the information provided within this RFP and as outlined in D4. Proponents are encouraged to identify and discuss how their proposed methodology will work collaboratively to address the Project's needs, goals, objectives, and reporting timeline. Proponents are further encouraged to discuss the effectiveness of the City's proposed Project methodology. The data gathering, public engagement, and communication and education strategies identified in D4 represent the bare minimum activities that must be included in the proposed Project methodology; and
- (f) any other issue that conveys your team's understanding of the Project requirements.

**B11.3** Further to B11.2(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

**B11.4** The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services. Key personnel should be identified. Hours for junior and support staff may be aggregated for each task.

**B11.4.1** The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.5 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.4.

B11.6 For each person identified in B10, 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, showing 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 demonstrate their understanding of how data gathering, public engagement, and communication and education activities relate to the Project design and reporting requirements identified in the Scope of Services. The schedule should also consider the implications and opportunities provided by school schedules and other significant events (e.g. elections, sporting events, major festivals).

B12.3 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. DISCLOSURE**

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) HDR Inc.

B13.3 Additional Material:

- (a) Residential food waste collection pilot project – initial design and budget

## **B14. CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or



- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

**B14.3** In connection with its Proposal, each entity identified in B14.2 shall:

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

**B14.4** Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B14.5** Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

**B15.1** 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;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

**B15.2** 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B15.3 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 development, design and delivery; public engagement; communication and education; data gathering; and management of 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); and
- (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; and
- (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - Security Clearance.

B15.4 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.

B15.5 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.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 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 Work for the time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 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.

B18.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 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.

## **B19. INTERVIEWS**

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 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 B15: | (pass/fail) |
| (c) | Fees; (Section B)  | 10%         |
| (d) | Experience of Proponent and Subconsultant; (Section C)                           | 20%         |
| (e) | Experience of Key Personnel Assigned to the Project; (Section D)                 | 25%         |
| (f) | Project Understanding and Methodology (Section E)                                | 40%         |
| (g) | Project Schedule. (Section F)  | 5%          |
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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 qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in D4.9, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.8 Further to B21.1(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, in accordance with B9.
- B21.9 Further to B21.1(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, in accordance with B10
- B21.10 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.12 Notwithstanding B21.1(d) to B21.1(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.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B22. AWARD OF CONTRACT**
- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue an award letter to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(o)(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 award letter.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 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.
- B22.8 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 2017-03-24) 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:

Ash Raichura, P. Eng.

Telephone No. (204) 986-2962

Email Address: [araichura@winnipeg.ca](mailto:araichura@winnipeg.ca)

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.

#### D3. BACKGROUND

D3.1 On October 19, 2011, City Council approved the Comprehensive Integrated Waste Management Strategy (CIWMS) in order to achieve a greater than 50% waste diversion rate for Winnipeg. In 2017, City Council requested that the Public Service undertake a review of the CIWMS. The review is expected to be reported to Council in Q2 2019. Information on the CIWMS and related initiatives can be found online at the following URLs:

(a) CIWMS as adopted by Council:

(i) [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20111019\(RM\)C-60](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20111019(RM)C-60)

(b) CIWMS annual reports:

(i) 2013: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20140326\(RM\)C-65](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20140326(RM)C-65)

(ii) 2014: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20150429\(RM\)C-37](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20150429(RM)C-37)

(iii) 2015: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20160621\(RM\)WW-3](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20160621(RM)WW-3)

(iv) 2016: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20170719\(RM\)C-134](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20170719(RM)C-134)

(v) 2017: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20181213\(RM\)C-52](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20181213(RM)C-52)

(vi) 2018: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20190620\(RM\)C-38](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20190620(RM)C-38)

(c) CIWMS 5-Year Review:

[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20190620\(RM\)C-39](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20190620(RM)C-39)

D3.2 On September 20, 2018, Council adopted Winnipeg's Climate Action Plan. The plan identifies key directions, actions, and targets for waste management:

[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20180920\(RM\)C-144](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20180920(RM)C-144)

D3.3 On December 12, 2019, Council directed the Public Service to implement a RFW collection pilot project and report back with recommendations for a city-wide program by 2023:

[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20191212\(RM\)C-73](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20191212(RM)C-73)

D3.4 The overall Project goals are to:

(a) Measure public participation in a RFW collection pilot project

(b) Measure public support for a RFW collection program

(c) Understand effect of an RFW collection program on garbage and recycling streams

- (d) Develop and refine education and communication tools for the RFW collection pilot project
- (e) Inform the Business Case for a City-wide RFW collection program

D3.5 The design of the RFW collection pilot project includes the following details:

- (a) Project planning and procurement: 9 months (January 2020 – September 2020)
- (b) Public engagement and data collection: approximately 24 months (Q2/Q3 2020 – Q2/Q3 2022)
- (c) Duration of collection: 24 months (October 2020 – September 2022)
- (d) Number of households: approximately 4,000 households across five routes (approximately 800 households per route)
- (e) Collection frequency: Weekly, same day as garbage and recycling
- (f) Containers: Automated cart (approximately half the size of standard garbage and recycling carts)
- (g) Collection method: automated or semi-automated collection (utilizing existing collection contract)

D3.6 The RFW collection pilot project design will be based on the following:

- (a) The collection pilot project will only be provided to Residential Properties, which are defined in the Solid Waste By-law as having 1-7 dwelling units or having been designated by the Director as a Residential Property (e.g. linear townhomes). Multi-family properties are not included in this pilot project.
- (b) Residential Properties are provided with City-owned recycling and garbage carts. Carts are collected using automated side-loader or semi-automated rear-loader vehicles. All collection is contracted. Collection vehicle types are determined based on physical neighbourhood characteristics (i.e. semi-automated for areas with back lane collection and automated side-loaders for areas with front street collection).
- (c) All City-provided carts are identified with unique RFID tags and serial numbers. Collection vehicles are equipped with RFID readers and this data is accessible via the Fleetmind application programming interface (API). Should the Proponent wish to rely on this data, the data quality would need to be assessed prior to using it.
- (d) The City intends to procure and deliver automated curbside collection carts, in-house kitchen containers, and sample liners to each eligible household in the pilot project areas by September 2020.
- (e) Residents in the pilot project areas will receive the RFW collection service at no charge for the length of the pilot project. RFW collection service will cease at the end of the pilot project.
- (f) RFW collection will target food waste streams only. Residents will be encouraged to use the existing seasonal bi-weekly collection program for leaf and yard waste.
- (g) All RFW will be composted at the BRRMF with LYW material.
- (h) Curbside collection of RFW will be negotiated with the current collection contractors (GFL Environmental Inc. and Miller Waste System Inc.) as the existing contract (RFP No. 302-2016) has a provision to support the RFW collection pilot project.
- (i) The description of the level of service provided to Residential Properties can be found at: <https://www.winnipeg.ca/waterandwaste/servicestandardsres.stm#>

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

D4.1 The Services required under this Contract shall consist of implementation and public engagement support of a residential food waste (RFW) collection pilot project in accordance with the following:

- (a) Project Development



- (b) Data Gathering and Analysis
- (c) Public Engagement
- (d) Communication and Education
- (e) Reporting and Ongoing Evaluation

#### D4.1.1 Project Development

- (a) Project management
  - (i) The proponent shall be responsible for the recording, distribution, and revision (as required) of minutes for all project team meetings with the City.
  - (ii) Further to B15.3(c) and B15.3(d), a written workplace safety and health program shall be required.
- (b) Route selection
  - (i) In collaboration with the City, develop route selection criteria. Criteria should consider both demographic and physical neighbourhood characteristics.
  - (ii) Perform analysis, and in collaboration with City and collection contractors, finalize route selection.
- (c) Development of strategies for data gathering, public engagement, and communication and education.
  - (i) These strategies shall be developed and revised to the satisfaction of the Project Manager prior to implementation.
  - (ii) These strategies shall be considered “living” documents and shall be assessed and updated as necessary throughout the duration of the pilot project.
- (d) Project schedule
  - (i) The Proponent shall develop a project schedule, including budget and resource requirements in Microsoft Project, for approval by the Project Manager.
  - (ii) The Proponent shall submit an updated schedule to the City on a monthly basis (as required).

#### D4.2 Data Gathering and Analysis

D4.2.1 The Proponent shall develop and implement a data gathering strategy to meet the goals outlined in D4.2.2 and D4.2.3.

D4.2.2 The goals of the data gathering program **prior to the commencement** of the RFW collection pilot project are to establish a baseline and to understand:

- (a) set out and participation rates for curbside garbage, recycling, and LYW collection programs;
- (b) satisfaction with and use of curbside garbage, recycling and LYW collection, and self-haul programs (e.g. 4R Winnipeg Depots, Community Recycling Depots, Let’s Chip in Depots);
- (c) backyard composting and grasscycling behaviours;
- (d) attitudes towards a potential RFW collection program, including desired level of service;
- (e) attitudes towards achieving the waste management sustainability goals identified in CIWMS, the CIWMS 5-year Review, and Climate Action Plan; and
- (f) the composition and generation rates of garbage and recycling streams, including avoidable/unavoidable food waste.

D4.2.3 The goals of the data gathering program **during** the RFW collection pilot project are to understand, in pilot project areas, how the pilot project has affected residents attitudes and behaviours, including:

- (a) set out and participation rates for curbside garbage, recycling, LYW, and RFW collection programs;

- (b) backyard composting and grasscycling behaviours;
- (c) satisfaction with RFW collection service;
- (d) support for a RFW program;
- (e) satisfaction with RFW program mechanics (e.g. collection frequency, containers);
- (f) composition and generation rates of garbage, recycling, and RFW collection streams, including avoidable/unavoidable food waste;
- (g) curbside contamination and compliance with RFW and recycling programs;
- (h) effectiveness of communication and education tools.

D4.2.4 Notwithstanding D4.2.1, the data gathering strategy shall include, at minimum the following:

- (a) Three curbside waste audits – one approximately three months prior to the pilot project start (June 2020), one approximately nine months into the pilot project (June 2021), and one approximately 21 months into the pilot project (June 2022). Waste audit methodology shall be in accordance with D4.5.
- (b) Three phases of public engagement. Public engagement shall be in accordance with D4.3.
- (c) City staff will be available to inspect the carts for all waste streams at each residence in the pilot project areas once during the summer of 2021 and once during the summer of 2022. The intent is to collect data on the contamination, fill level, and set out of each cart for all waste streams in the pilot project areas. The Proponent shall be responsible for developing, compiling, reporting, training, and providing any specialized equipment to City staff on a data collection program for this activity.

#### D4.3 **Public Engagement**

D4.3.1 The Proponent will work collaboratively with the Office of Public Engagement.

D4.3.2 The Proponent shall host a minimum of three (3) public engagement meetings

D4.3.3 The public engagement meetings shall include members of the project team, including:

- (a) The Project Manager;
- (b) A representative from the Office of Public Engagement;
- (c) Other representatives as required by the Project Manager.

D4.3.4 The review of public materials and advance notice of public events require time. The Proponent shall ensure adequate time is accounted for in the Project schedule.

- (a) All public materials must be posted online 2 weeks prior to an in-person event;
- (b) The minimum anticipated review period for all online or print material is 5-8 weeks depending on the complexity of the material. This is inclusive of design and translation, but exclusive of printing, mailing, and other production time. All materials should be submitted in a package per phase to improve review efficiency. The following examples of review periods are guidelines only:
  - (i) One-page notice – 5 weeks;
  - (ii) Online-only content – 5 weeks;
  - (iii) In-person public engagement event – 7 weeks;
  - (iv) User guide – 8 weeks.

D4.3.5 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, graphic design, translation, printing, postage, courier, newspaper advertising, photocopying, etc. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host in-person public engagement opportunities.

## Public & Stakeholder Engagement Deliverables

- D4.3.6 The Proponent shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:
- (a) A public engagement strategy
  - (b) A promotion and notification plan
  - (c) Web content, and three (3) web updates for each engagement phase
  - (d) Engagement activities for each engagement phase
  - (e) Summaries corresponding to engagement phases
  - (f) A final public engagement report, reporting on all engagement phases

## Public & Stakeholder Engagement Expectations

- D4.3.7 The Proponent shall conduct public engagement in three phases and the phases shall include at minimum:
- (a) Phase 1: Pre-pilot project baseline data collection
    - (i) Conducted prior to the start of the pilot project.
    - (ii) Includes one (1) city-wide scientific survey that is representative of Winnipeg to be conducted prior to the pilot project to gather baseline data on current solid waste behaviors and attitudes towards RFW collection.
    - (iii) Includes one (1) online survey for pilot project residents to gather baseline data on current solid waste behaviors and attitudes towards RFW collection.
  - (b) Phase 2: Project initiation
    - (i) Conducted approximately 1-3 months into the pilot project (November 2020 – January 2021).
    - (ii) Includes one (1) online survey for pilot project residents to capture initial sentiments, understanding, opportunities, and challenges with RFW as well as the effectiveness of communications and education materials.
    - (iii) Includes in-person engagement opportunities.
  - (c) Phase 3: End of pilot project evaluation
    - (i) Conducted towards the end of the pilot project.
    - (ii) Includes one (1) online survey for pilot project residents to capture final sentiments, understanding, opportunities and challenges with RFW collection.
    - (iii) Includes one (1) city-wide scientific survey that is representative of Winnipeg to be conducted near the end of the pilot project to capture any changes in attitudes towards RFW collection and other information that could be beneficial for the potential implementation of a City-wide RFW collection program.
- D4.3.8 The expectation of the public engagement plan is that it will be used to:
- (a) Provide opportunities for residents in each pilot project area to learn about and provide feedback on the Project;
  - (b) Capture input that could be used to improve the implementation and delivery of the Project;
  - (c) Understand how the pilot project is working for residents and what could potentially be improved if a City-wide program is approved;
  - (d) Ensure that pilot project residents generally understand why this Project is taking place;
  - (e) Understand barriers to participation and program success;
  - (f) Understand effectiveness of communication and education material, collection containers, and other program supports; and

- (g) Understand residents' desires for what a potential City-wide program should accomplish.

**D4.3.9** The Proponent shall:

- (a) Develop a public engagement strategy that clearly identifies:
  - (i) The public's role in the decision-making process;
  - (ii) The decision points/steps within the overall Project, and the scope of the decisions to be made at each step;
  - (iii) The need/interest associated with each decision step, along with the recommended level of participation; and
  - (iv) How input will be considered and incorporated where possible.
- (b) Develop a promotion and notification plan that includes:
  - (i) Multiple and varied methods for notifying and promoting upcoming engagement activities; and
  - (ii) Project updates to pilot project residents.
- (c) Develop and promote an online information and engagement portal for pilot project residents on the Bang the Table/Engagement HQ platform.
  - (i) The Proponent will have access to the City's Bang the Table/Engagement HQ subscription.
  - (ii) Registration will be required to ensure participation in engagement activities are from pilot project residents.
- (d) Develop and conduct two (2) city-wide scientific surveys that are representative of Winnipeg.
- (e) Develop, promote, and conduct three (3) online surveys hosted on the online engagement portal to gather input from pilot project residents at regular intervals.
- (f) Provide an opportunity for paper surveys to be mailed-in or for surveys to be conducted by telephone for pilot project residents that are uncomfortable with using the internet or without access to the internet.

**Public & Stakeholder Engagement Outcomes**

**D4.3.10** The execution of the public engagement plan will result in reaching the following objectives:

- (a) Pilot project residents have had the opportunity to provide feedback, discuss challenges, and ask questions throughout the pilot project;
- (b) Participants have an understanding of the City's current waste management systems and processes;
- (c) Participants recognize the need for reducing and diverting their waste;
- (d) Participants' perceptions of food waste collection/diversion, improvements to Winnipeg's waste management programs, and a vision for Winnipeg's sustainability are considered and incorporated into the review;
- (e) Barriers to participation in a residential curbside compost program along with potential strategies for overcoming those barriers are identified; and,
- (f) Participants understand how their input was considered and incorporated (where possible) into the Project.

**D4.4** **Communication and Education Strategy**

**D4.4.1** The Proponent shall work with the project team to develop a communications strategy and materials that will include key messages that should be used throughout the Project.

- D4.4.2 The communications strategy is developed based on a template, requires approval by Corporate Communications, and shall be reviewed at regular intervals to ensure adjustments are made in accordance with how the Project is progressing.
- D4.4.3 Project communications shall support the following objectives:
- (a) Build public understanding of the study objectives and the rationale for the RFW collection pilot project;
  - (b) Provide the public and stakeholders with information regarding existing practices;
  - (c) Explain how improved practices could be applied in the City of Winnipeg;
  - (d) Provide the public and stakeholders with a clear picture of the steps following the RFW collection pilot project;
  - (e) Provide Project updates to stakeholders and the public at major milestones;
  - (f) Pilot project residents understand why this pilot project is taking place;
  - (g) Pilot project residents understand how to participate in the Project and participation requirements;
  - (h) Pilot project residents are able to have their questions around participating in the pilot project answered effectively in a reasonable amount of time; and
  - (i) Pilot project residents are re-familiarized with how to participate in other City waste diversion programs (i.e. curbside recycling, leaf and yard waste collection, 4R Winnipeg Depots).
- D4.4.4 At minimum, communication and education material must include:
- (a) Notices delivered to each residence in areas selected for the pilot project
  - (b) Educational material delivered to each household with the collection containers
  - (c) A large sticker on each collection container that refers pilot project residents to the online information and engagement portal to register to provide input
  - (d) Information on the pilot project and how to participate on the City's website
  - (e) Information and scripting for the City's website, and 311 service
- D4.4.5 The City shall be responsible for:
- (a) the graphic design of all print and static online content (e.g. web pages, notices, posters, open house boards), and all expenses related to the printing, distribution and translation of the material.
  - (b) all media buys.
- D4.4.6 The Proponent shall be responsible for the production costs of all non-print communication and education media (e.g. videos) identified in their proposal.
- D4.4.7 The review period for all communication and education material shall be in accordance with D4.3.4(b).
- D4.4.8 It is anticipated that collection containers and educational materials will be delivered to pilot project residents during September 2020.
- D4.4.9 311 and winnipeg.ca are envisioned to be the primary means of ongoing customer support for the pilot project residents on how to participate in the pilot project and for residents with general questions about the pilot project.
- D4.4.10 Service Requests for collection deficiencies or operator standards shall be received and tracked through 311. These requests will be addressed by City staff or through the existing waste collection contracts.
- D4.4.11 The Proponent shall be responsible for receiving, responding to, and reporting on any additional inquiries and feedback from residents for the duration of the pilot project that cannot be addressed through 311 or winnipeg.ca.

D4.4.12 Any proposed field activities (e.g., home visits, neighbourhood canvassing) shall be staffed by the Proponent and/or their Subconsultants.

#### **D4.5 Waste Audits**

- (a) Methodology shall be consistent with the CCME 1999 Recommended Waste Characterization Methodology for Direct Waste Analysis Studies in Canada or other comparable industry standards.
- (b) Each waste audit shall sample garbage, recycling, and food waste (if applicable) streams set out for collection from a minimum of 20 homes from each of the five pilot project routes for a minimum total of 100 homes per audit.
- (c) Waste audit material categories are included in Appendix A.
- (d) The City shall provide the following:
  - (i) An indoor sorting and storage area located at the BRRMF.
  - (ii) Garbage and recycling containers by the sorting area for final waste disposal.
  - (iii) Removal of waste from the sorting area after it has been sorted.
- (e) Hours of work:
  - (i) Work may take place during the BRRMF's public hours of operation. Hours of operation shall be confirmed by the Proponent prior to the beginning of each sampling event.
- (f) The Proponent shall be responsible for all remaining aspects of the work, including, but not limited to:
  - (i) Provision of all necessary tools, equipment, and training.
  - (ii) Cleaning and tidying of the sorting area at the end of each working day.
  - (iii) Providing the City at least two (2) weeks notice prior to the beginning of any proposed sampling period.
  - (iv) Complying with all site rules at the BRRMF (e.g. use of personal protective equipment, no smoking) and direction provided by City staff (e.g. Supervisor, Foremen, Traffic Directors) at the BRRMF.
- (g) Reporting on the waste audits shall be in accordance with D4.6.3.

#### **D4.6 Reporting and Ongoing Evaluation**

- (a) The Proponent shall continuously monitor data and resident feedback collected during the pilot project and provide a monthly status report to the Project Manager.
  - (i) Where significant events occur that may negatively affect the pilot project, the Proponent shall notify the Project Manager as soon as practical in order to jointly develop and implement a plan to mitigate or correct the issue.
- (b) The Proponent shall supply printed and bound copies of reports as follows:
  - (i) Final Report, five (5) copies
  - (ii) Waste Audits, three (3) copies of each audit
- (c) In addition to the required number of printed copies, all report shall be supplied digitally in Microsoft Word and Adobe PDF formats.
- (d) All charts within the Microsoft Word version of the Final Report shall have the underlying Microsoft Excel data table embedded into the document (i.e. charts copied from Microsoft Excel shall be pasted using "Keep Source Format & Embed Workbook").

##### **D4.6.1 Interim Report**

- (a) An interim report shall be developed that:
  - (i) Summarizes the implementation and current state of the pilot project to date;
  - (ii) Summarizes public engagement and data gathering activities;
  - (iii) Recommends potential improvements to the pilot project; and

- (iv) Recommends potential opportunities to modify garbage and recycling collection to support the pilot project.

#### D4.6.2 Final Report

- (a) The final report presenting the results of the RFW collection pilot project shall be developed to include the following:
  - (i) A plain language executive summary;
  - (ii) Summarization of the RFW collection pilot project plan and activities;
  - (iii) Results and discussion on the public engagement and data gathering activities; and,
  - (iv) Recommendations for the implementation of a City-wide RFW collection program, including discussion on barriers and opportunities.
- (b) The executive summary shall also be provided as a separate PDF file.
- (c) All other reports produced during the pilot project shall be attached as appendices.

#### D4.6.3 Waste Audit

- (a) A written report shall be required for each of the three waste audits and include, at minimum:
  - (i) Waste composition for each stream (garbage, recycling, organics)
  - (ii) Estimated per household and per capita waste generation
  - (iii) Capture rates for organic waste and recyclable material streams
  - (iv) Contamination rates for organic waste and recyclable material streams
  - (v) Comparison to previous audits
- (b) Notwithstanding the material categories identified in Appendix A, for reporting purposes the material categories shall be grouped into the following categories:
  - (i) Paper
  - (ii) Paper Packaging
  - (iii) Plastic Packaging
  - (iv) Metal
  - (v) Glass Containers
  - (vi) Household Special Waste
  - (vii) Food Waste
  - (viii) Pet Waste
  - (ix) Other Organics
  - (x) Diapers and Sanitary Products
  - (xi) Textiles
  - (xii) Renovation Waste
  - (xiii) Other Materials
- (c) The report shall also identify the waste generation for the following categories:
  - (i) Food Waste – Non-backyard Compostable
    - ◆ Avoidable
    - ◆ Possibly Avoidable
    - ◆ Unavoidable
  - (ii) Food Waste – Backyard Compostable
    - ◆ Avoidable
    - ◆ Possibly Avoidable
    - ◆ Unavoidable
  - (iii) Corrugated Cardboard shipping boxes from online commerce
- (d) Sort results for each audit shall be provided in Microsoft Excel format

#### D4.6.4 Public Engagement

- (a) The Proponent shall provide interim public engagement summaries, following each public engagement phase.
- (b) The Proponent shall provide a final public engagement report that provides a record of promotion and communication activities, dates of events, attendance numbers, catalogues public input and Project response to it, summary of findings and detailed analysis of any feedback provided. The public engagement report will be posted publicly online. The public engagement report should be accompanied by a plain language summary. Reports should include, but are not limited to: a project background; a description of the public engagement methods including a detailed record of all promotions and communications as well as a description the public engagement events with attendance numbers and dates; cataloguing public input and Project consideration/response to input; a summary of findings and results; lessons learned and next steps.
- (c) The Proponent shall provide all raw data including verbatim comments and scans of hard copy surveys to the City at the end of the Project.

D4.7 The Services required under D4 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.8 The following shall apply to the Services:

- (a) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- (b) Should this Project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D4.9 The funds available for this Contract are \$300,000.

### D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “**SSO**” means Source Separated Organics;
- (b) “**BRRMF**” means Brady Road Resource Management Facility;
- (c) “**LYW**” means Leaf and Yard Waste;
- (d) “**MRF**” means Material Recovery Facility;
- (e) “**RFID**” means Radio Frequency Identification; and
- (f) “**RFW**” means Residential Food Waste.

### SUBMISSIONS

#### D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

#### **D7. SAFE WORK PLAN**

D7.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

#### **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 \$500,000 per claim and \$1,000,000 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) and D8.2(c).

- 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 D8.8.
- 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 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 D6;
    - (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 28, 2020.

### **D10. CRITICAL STAGES**

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Draft public engagement strategy – March 29, 2020
  - (b) Draft communication and education strategy – March 29, 2020
  - (c) Draft data gathering Strategy – March 29, 2020
  - (d) Waste audits – June 2020, June 2021, and June 2022
  - (e) Draft Interim Report – July 9, 2021
  - (f) Draft Final Public Engagement Report - October 11, 2022
  - (g) Draft Final Report – November 4, 2022

## **PART E - SECURITY CLEARANCE**

### **E1. SECURITY CLEARANCE**

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) communicating with residents in-person at non-public locations;
- E1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in E1.1.

## APPENDIX A – WASTE AUDIT MATERIAL CATEGORIES

<b>Commodities</b>		
1	ONP	Any item made of paper contained in the daily newspaper. Magazines, catalogues and glossy (non-newsprint) flyers.
2	Mixed Paper	All boxboard (e.g. cereal, shoe, frozen food), fine paper, writing paper, office paper, copy paper, bills, envelopes and statements, etc. Telephone directories, Paper egg cartons, molded pulp trays, brown and white paper bags, cores from toilet paper/ toweling/gift wrap. Paper that has been shredded; may be contained in a transparent or semitransparent plastic bag.
3	OCC	All Corrugated cardboard including Kraft paper linerboard and corrugated medium. Includes pizza boxes. Excludes Commodity #4
4	Corrugated Cardboard – online retail shipping boxes	All corrugated cardboard with readily visible online commerce markings (eg. shipping labels or boxes from online retailers)
5	Polycoat/ TetraPak	All gable top cartons and plastic coated containers that contained liquids (e.g. milk and ice cream) Aseptic boxes (e.g. juice, soup).
6	PET Bottles	All empty PET #1 bottles, jars and jugs (e.g. soda, water, juice, soaps). Clear, transparent green or transparent light blue.
7	PET #1 Thermoform	All #1 PET packaging other than bottles/jars/jugs that are clear, i.e. not coloured (e.g. clamshell containers for salads & pastries).
8	HDPE Natural Bottles	All #2 HDPE (natural) non-coloured bottles/jugs (e.g. milk jugs).
9	HDPE Coloured	All #2 HDPE (coloured) bottles/jugs (e.g. laundry detergent)
10	Mixed Rigid Plastic	Empty bottles/jars/jugs, and empty wide mouth tubs & lids (numbered #1 to #7 or without a number).
11	Aluminum Cans	Aluminum Used Beverage Cans and Aluminum cans that contained food products.
12	Steel Cans	Empty Steel food, beverage cans, non-aerosol cans, spiral wound composite food cans.
13	Glass	All glass bottles & jars used food & beverage (clear and coloured).
<b>Divertibles</b>		
14	Scrap Metal	General metals including scrap metals and cookware
15	Aluminum foil and trays	
16	Bulky Rigid Plastic	All non-container plastic items (i.e. laundry baskets, pails > 5 gal pails, Rubbermaid bins, etc.)
<b>Organic Material</b>		
17	Avoidable food waste – Backyard compostable	Food and drink thrown away that was, at some point prior to disposal, edible (e.g. slice of bread, fruits and vegetables).
18	Avoidable food waste – Non-backyard compostable	Food and drink thrown away that was, at some point prior to disposal, edible (e.g., meat, cheese).
19	Possibly avoidable food waste – Backyard compostable	Food and drink that some people eat and others do not (e.g. bread crusts), or that can be eaten when a food is prepared in one way but not in another (e.g. potato skins).
20	Possibly avoidable – Non-backyard compostable	Food and drink that some people eat and others do not (e.g. chicken feet), or that can be eaten when a food is prepared in one way but not in another (e.g. shrimp shells).
21	Unavoidable food waste – Backyard compostable	Waste arising from food or drink preparation that is not, and has not been, edible in normal circumstances (e.g. egg shells, durian shell, coffee grounds).

22	Unavoidable food waste – Non-backyard compostable	Waste arising from food or drink preparation that is not, and has not been, edible in normal circumstances (e.g. meat bones).
23	Yard Waste	E.g., Leaves, plant material, branches, grass clippings
24	Soiled Paper	E.g., pizza boxes, paper towel
25	Pet Waste	
26	Clean Wood	Unpainted and untreated wood (e.g. pallets, mixed lumber, rotting wood)
27	Diapers and Sanitary Products	
28	Other non-compostable organic waste	E.g., rubber, leather

<b>Household Hazardous Waste</b>		
29	HHW Product and/or Container	Any container with a hazardous symbol on the label not included in any other category, e.g. paint, stain, cleaners, pesticides
30	Automotive Oil and Antifreeze Product and/or Container	
31	Batteries – Consumer	All types of disposable and rechargeable batteries
32	Batteries – Lead Acid, Automotive	
33	Mercury containing items	E.g. fluorescent bulbs and tubes, thermostats and switches
34	Medical/Biological	E.g. Sharps, bandages
35	Other HHW	
36	Electronic Waste	E.g. Computers and peripherals, televisions, telephones
37	Small Appliances	E.g. Toasters, vacuums, irons
38	Other Electronic Waste	

<b>Building Material</b>		
39	Building Material	E.g., Treated or painted wood, gypsum/drywall/paper, masonry, rock, concrete, ceramics, porcelains, rigid asphalt products, carpet waste and underlay

<b>Other</b>		
40	Tires and tubes	E.g., Passenger, recreational, bicycle
41	Glass - non-food or beverage container	
42	Textiles	E.g., Clothing, fabric bags, luggage
43	All other residual material	
44	Film Plastic	E.g., shopping bags, plastic wrap and associated materials.
45	Expanded Polystyrene (foam)	E.g., foam food trays, packing foam and associated materials.
46	Disposable Cups	Disposable paper cups including single use beverage cups common to the quick-service food industry.
47	Liquid from #1 PET Bottles	Free flowing liquid (water, soda etc.) from PET bottles.