



THE CITY OF WINNIPEG

REQUEST FOR INFORMATION

RFI NO. 518-2013

**REQUEST FOR INFORMATION
FOR BIOSOLIDS MANAGEMENT PROJECT**

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PART B - REQUEST FOR INFORMATION

B1. DEFINITIONS

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) "**City Council**" means the Council of the City of Winnipeg;
- (e) "**Contract**" means the combined documents consisting of the Request for Information package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) "**City's Contact**" means the person authorized to represent the City in respect of the Request for Information unless otherwise specified hereinafter;
- (g) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (h) "**may**" indicates an allowable action or feature which will not be evaluated;
- (i) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (j) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (k) "**Respondent**" means any Person or consortium submitting a Information Submission in response to this Request for Information ;
- (l) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (m) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (n) "**Submission or Information Submission**" means that portion of the Request for Information which must be completed or provided and submitted by the Submission Deadline;
- (o) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (p) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (q) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

- B2.1 The City of Winnipeg's (City) Water and Waste Department is developing a Biosolids Master Plan (BMP). As part of this planning process the City intends to assess the feasibility of Respondents using biosolids for sustainable reuse. This Request for Information (RFI) is being issued to identify a range of potential options for reuse, the associated technologies, and the vendors that utilize biosolids for various end products. The City will use this information to develop its overall biosolids handling strategy and BMP. Respondents with an interest in the reuse of municipal biosolids are strongly encouraged to respond to this RFI, as it will be used to

develop handling strategies and policies for the potential reuse of biosolids for the City of Winnipeg. If the RFI is successful, the next steps may be as follows:

- (a) Evaluate the interest of the private sector to see how it changes the desirability/economics of potential biosolids disposal routes;
- (b) Submit report to MB Conservation by October 2 2014.

B2.2 The following are possible disposal options/products for the Biosolids Master Plan (BMP):

- (a) Compost;
- (b) Dried pellets;
- (c) Land application;
- (d) Ash/residuals.

B2.2.1 The feasibility of using some of these products (e.g. pellets) are dependent on the willingness of Respondents to develop markets.

B3. BACKGROUND

Table 1: Current Wastewater Treatment Capacities

Item	NEWPCC	SEWPCC	WEWPCC	TOTAL
Treatment Process	HIGH PURITY OXYGEN (HPO)	HPO	BIOLOGICAL NUTRIENT REMOVAL (BNR)	
Service Population	403,000	175,000	86,000	664,000
Actual ADWF (MLD)	160	50	20	230
Design ADWF (MLD)	302	60	32	394

Table 2: Recent Biosolids Production

YEAR	SERVICE POPULATION	WET WEIGHT (T)	DRY WEIGHT (T)	DRY TONNE PER CAPITA	SOLIDS CONCENTRATION (%)		
					average	min	max
2009	655,000	47,751	12,398	.019	26	20	31
2010	658,000	52,647	12,543	0.019	24	19	27
2011	660,000	53,735	13,976	-.021	26	23	31
2012	664,000	51,709	13,174	0.020	25	22	32

B4. CURRENT BIOSOLIDS PROGRAM

- B4.1 Currently, all municipal City of Winnipeg sludge is hauled to the North End Water Pollution Control Centre (NEWPCC) and is anaerobically digested to produce biosolids
- B4.2 All municipal biosolids are currently landfilled at Brady Resource Management Facility (BRMF)
- B4.3 Prior to January , 2011, all municipal Biosolids were land applied to agricultural fields
- B4.4 The City of Winnipeg Municipal Biosolids are classified as Category B Biosolids, according to the Canadian Council of Ministers for the Environment (CCME) Guidelines

- B4.5 Information on the City's biosolids characteristics can be found within the City's compliance reports to Manitoba Conservation, available at the following website:
<http://www.winnipeg.ca/waterandwaste/sewage/WPCCLicenseMonitor.stm>

B5. FUTURE INFRASTRUCTURE DEVELOPMENT

- B5.1 Within the next seven years the City will complete upgrade and expansion projects for its two largest wastewater treatment facilities, the North End Water Pollution Control Centre (NEWPCC) and the South End Water Pollution Control Centre (SEWPCC).
- B5.2 The City plans to have anaerobic digestion and de-watering facilities at both the NEWPCC and SEWPCC, and is currently considering options for advanced anaerobic digestion processes (e.g. thermal hydrolysis, temperature phased anaerobic digestion)
- B5.3 The City is open to various treatment locations for digested biosolids cake and its related products onsite or offsite of its existing facilities.
- B5.4 The City is developing a pilot biosolids composting program. The program will compost 20% of municipal biosolids over two years (2014-2016) at Brady Road Resource Management Facility (BRRMF) using negatively aerated static piles.

B6. PURPOSE OF THE REQUEST FOR INFORMATION

- B6.1 The purpose of this Request for Information (RFI) is to identify experienced and capable Respondents to:
- (a) Identify the potential technologies that exist in the marketplace;
 - (b) understand potential contract structures, commercial parameters, and risk distribution that would be acceptable to Respondents;
 - (c) Identify and gauge the interest of Respondents in utilizing anaerobically digested biosolids cake for a variety of purposes including, but not limited to, energy, land application, pelletization, thermal oxidation, and composting
- B6.2 The City invites qualified individuals to submit an Information Submission in response to this RFI.
- B6.3 The City will review Respondents' information and, based upon the submissions, develop its Biosolids Master Plan (BMP).

B7. RESPONDENT INFORMATION AND GENERAL UNDERSTANDING

- B7.1 Respondents are requested to respond to the questions below. Reference material (e.g. brochures) may be provided as an appendix.
- (i) Length of response should be 2 – 3 pages or less.
 - (ii) Please provide a brief description of your organization, including relevant corporate information, customer base, etc.
- B7.1.1 Would your organization be interested in exploring a business model with the City?
- B7.1.2 What steps would you recommend to explore this possibility?
- B7.1.3 What are the critical factors to success?
- B7.1.4 Conversely, what are some of the typical impediments to success and how might these be overcome?

B8. RESPONDENT TECHNOLOGY AND CORE BUSINESS

- B8.1 Respondents are requested to respond to the questions below. Reference material (e.g. brochures) may be provided as an appendix.
- (i) Length of Response: 6 pages or less.
 - (ii) Please provide the following Information of your proposed technology, service, and/or end product:
- B8.1.1 A description of the technology, service and/or biosolids end product (i.e. energy, fertilizer, ash, compost, land application etc.).
- B8.1.2 A description of full scale implementations, services and/or agreements of your technology in municipal settings; please provide at least three examples of your technology/service in full-scale applications.
- B8.1.3 A description of risks/constraints associated with your technology/service and how those risks can be mitigated.
- B8.1.4 A description of the proposed approach to marketing and disposal (fixed price contract, spot market sales, use by the City, use outside of province etc.).
- B8.1.5 Where demand and supply quantities are not aligned, a description of how this miss match would be managed and the associated risks (i.e. capability to develop and service markets).
- B8.1.6 A description of how your use of the biosolids meets the definition of sustainable reuse, as described by CCME.
- B8.1.7 The City envisions multiple biosolids end products and disposal options. Please indicate your willingness to take all of, or a portion of, the biosolids cake and what your preferred quantities might be.
- B8.1.8 A description of your preferred biosolids cake characteristics (e.g. Category A/B, percent solids). Please indicate what impact (positive or negative) an advanced anaerobic digestion process, such as thermal hydrolysis, would have and how it could change your technology/service.
- B8.1.9 Please indicate your approach to working and communicating with regulators (e.g. Manitoba Conservation) and government agencies.
- B8.1.10 Please indicate your approach to working and communicating with the public.

B9. ROLES AND RESPONSIBILITIES

- B9.1 Respondents are requested to respond to the questions below. Reference material (e.g. brochures) may be provided as an appendix.
- B9.2 Length of response: 1 page or less. The City is interested in understanding the extent to which Respondents would be willing and able to assume various roles and responsibilities. Please provide a brief response indicating whether your firm would be willing to take on the following roles with respect to your technology or service:
- (a) Construction and design of infrastructure required for your technology/service;
 - (b) Operations and maintenance;
 - (c) Marketing of end products;
- B9.2.1 Please describe your preference with regards to:
- (a) Service only: Supplying and operating a technology to produce a specific end product;
 - (b) Service and disposal: Supplying and operating a technology to produce a specific end product and being responsible for marketing and disposing of that end product;
 - (c) Disposal only: Responsibility for marketing and disposing of the end product only;
- B9.2.2 What type of commercial agreement/business model would most interest your company?
- B9.2.3 What length of term would be required for such an agreement (i.e. 5, 10 years etc?)

B10. FINANCING

- B10.1 Length of response: 1 page or less. Please describe your views on the following:
- (a) Required debt-equity ratio;
 - (b) Willingness to fund the project;
 - (c) Guarantee requirements.

B11. GENERAL CONDITIONS

- B11.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- B11.1.1 The *General Conditions for Supply of 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
- B11.2 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- B11.3 The *General Conditions for the Supply and Delivery of Goods* 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

B12. INFORMATION SESSION

- B12.1 The City's Contact along with the Public Information Officer will hold an Information Session on September 5, 2013 at 9am to provide an opportunity for questions, and dialogue. The Information session location will be held from 9:00am – 11:00am at the following location:
- (a) Cindy Klassen Recreation Recreation Center

999 Sargent Avenue

- (b) The Respondent shall not be entitled to rely on any Information or interpretation received at the Information Session unless that Information or interpretation is provided by the City's Contact in writing.

B13. ENQUIRIES

- B13.1 All enquiries shall be directed to the City's Contact identified in B14.
- B13.2 Any Respondent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the City's Contact.
- B13.3 If the Respondent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Respondent shall promptly notify the City's Contact of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B13.4 If the Respondent is unsure of the meaning or intent of any provision therein, the Respondent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B13.5 Responses to enquiries which, in the sole judgment of the City's Contact, require a correction to or a clarification of the RFI will be provided by the City's Contact to all Respondents by issuing an addendum.
- B13.6 Responses to enquiries which, in the sole judgment of the City's Contact, do not require a correction to or a clarification of the RFI will be provided by the City's Contact only to the Respondent who made the enquiry.
- B13.7 The Respondent shall not be entitled to rely on any response or interpretation received pursuant to B13 unless that response or interpretation is provided by the City's Contact in writing.

B14. CITY'S CONTACT

- B14.1 The City's Contact is:
Ms. Michelle Paetkau
Project Engineer
Water and Waste, Engineering Division, Wastewater Planning & Project Delivery
Telephone No. 204- 986-4904
Email: mpaetkau@winnipeg.ca

B15. ADDENDA

- B15.1 The City's Contact may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFI, or clarifying the meaning or intent of any provision therein.
- B15.2 The City's Contact 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.
- (a) The Addenda will be available on the Bid Opportunities page at the Materials Management Division's website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B15.2.1 The Respondent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division's website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B15.3 The Respondent should acknowledge receipt of each addendum on Form A: Request for Information Application.

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Respondents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

B16.2 If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Respondent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B16.3 The Respondent declares that in submitting its response to this RFI, it does so in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Respondents participation in this Project.

B16.4 Failure to comply with this provision may result in disqualification of your Submission from the RFI process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B17. CONFIDENTIALITY AND PRIVACY

B17.1 Information provided to a Respondent by the City or acquired by a Respondent 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 City. The Respondent shall not make any statement of fact or opinion regarding any aspect of the RFI and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.

B17.2 The protection of personal Information and privacy will be fundamental aspects of the Project. Respondents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Respondents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B17.3 To the extent permitted, the City shall treat all Submissions as confidential. However, the Respondent is advised that any Information contained in any Submission may be released if required by City policy or procedures, by FIPPA, by other authorities having jurisdiction, or by law.

B17.4 All Information Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Information Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.

B17.5 All Information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret Information, said Information must be indicated as such.

B18. NON-DISCLOSURE

- B18.1 Respondents must not disclose any details pertaining to their RFI and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Respondents shall not issue a news release or other public announcement pertaining to details of their Information Submission or the selection process without the prior written approval of the City.
- B18.2 Respondents are advised that an attempt on the part of any Respondent or any of its employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the City's Contact with respect to this RFI solicitation, may lead to disqualification.

B19. NO COLLUSION

- B19.1 Upon making a Submission to this RFI, each Respondent shall declare that they have not participated in any collusive scheme or combine.
- B19.2 Respondents must ensure that their participation in this RFI is conducted without collusion or fraud on their part or any of their team. Respondents and their team members shall not engage in discussions or other communications with any other Respondents or their team members regarding the preparation or submission of their responses to this RFI. Breach of this provision may result in disqualification from the RFI process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B20. NO LOBBYING

- B20.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFI process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFI process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B21. NO CONTRACT

- B21.1 By submitting an Information Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this RFI, and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Respondent, even though one or all of the Respondents are determined to be responsible and qualified, and the Submissions are determined to be responsive.
- B21.2 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFI at any time.

B22. ELIGIBILITY

- B22.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Information Submission for this RFI or participate in any manner whatsoever as a participant or advisor to any Respondent participating in this RFI or subsequent RFP.

SUBMISSION INSTRUCTIONS

B23. SUBMISSION DEADLINE

- B23.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 30, 2013.

- B23.2 The City's Contact 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 B23.1.
- B23.3 Information Submissions will not be opened publicly.
- B23.4 Information Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.
- B23.5 The Information Submission should be submitted enclosed and sealed in an envelope clearly marked with the RFI number and the Respondent's name and address.
- B23.6 Information Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B23.7 Information Submissions shall be submitted to:

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

B24. INFORMATION SUBMISSION

- B24.1 The Information Submission should consist of the following components:
- (a) Form A: Request for Information Application (Section A);
 - (b) Respondents Information and General Understanding, pursuant to B7;
 - (c) Respondent Technology And Core Business, pursuant to B8;
 - (d) Roles And Responsibilities, pursuant to B9;
 - (e) Financing, pursuant to B10.
- B24.2 All requirements of the RFI should be fully completed or provided, and submitted by the Respondent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive RFI.
- B24.3 Submissions and the Information they contain will be the property of the City upon receipt. No Submissions will be returned.

B25. FORMAT

- B25.1 Respondents should submit one (1) unbound original (marked "original") and one (1) searchable .pdf copy.
- (a) Each requirement should be addressed in a separate section clearly marked with the corresponding letter;
 - (b) Each section should contain no more than ten **10** (10) pages (standard 8.5x11 "), using a printing font with a 12 pitch. Any graphics included should be contained within the specified amount of pages and one (1) .pdf of their submitted material.
- B25.2 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B26. FORM A: REQUEST FOR INFORMATION APPLICATION

- B26.1 Further to B24.1(a), the Respondent shall complete Form A: Request for Information Application, making all required entries.

- B26.2 Paragraph 2 of Form A: Request for Information Application shall be completed in accordance with the following requirements:
- (a) if the Respondent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Respondent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Respondent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Respondent 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.
- B26.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B26.2.
- B26.3 In Paragraph 3 of Form A: Request for Information Application, the Respondent shall identify a contact person who is authorized to represent the Respondent for purposes of this RFI.
- B26.4 Paragraph 7 of Form A: Request for Information Application should be signed in accordance with the following requirements:
- (a) if the Respondent is sole proprietor carrying of business in his/her own name, it shall be signed by the Respondent ;
 - (b) if the Respondent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Respondent 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 Respondent 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.
- B26.5 The name and official capacity of all individuals signing Form A: Request for Information Application should be printed below such signatures.
- B26.6 All signatures should be original.
- B26.7 If a Submission is submitted jointly by two or more persons, the word "Respondent " shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Respondents in the Submission, shall be both jointly and several.

B27. NON-CONFORMING SUBMISSIONS

- B27.1 Notwithstanding B24.1, with the exception of B23.4, if a Respondent 's Submission is not strictly in accordance with any provision of this RFI, the City may, at its option:
- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial;
or
 - (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.
- B27.1.1 If the non-conformance is an omission, the City may, at its discretion, give the Respondent up to five (5) Business Days to supply the omitted material.
- B27.2 If the requested Information is not submitted by the time specified in B27.1. Submission will be determined to be non-responsive.

B28. RESPONDENT 'S COSTS AND EXPENSES

B28.1 Respondents are solely responsible for their own costs and expenses in preparing and submitting a Information Submission and participating in the RFI, including the provision of any additional Information or attendance at meetings.

B29. NO CONTRACT

B29.1 By submitting an Information Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this RFI, and that no legal obligations will arise.

B29.2 Although it is the intention of the City to establish a short-list of Respondents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its City's Contact, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Respondent or any member of a private sector team.

B29.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFI, the procurement process or the Project at any time.

B29.4 If the City proceeds to request a more detailed proposal, only to Respondents determined to be qualified under the RFI process, the City will have no obligation to award a Contract where:

- (a) only one Submission is received; or
- (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.

B29.5 The City reserves the right to disqualify any Respondent whose Submission, in the opinion of the City, contains false or misleading Information.