



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 895-2023**

**PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF ORGANIC  
WASTE PROCESSING SERVICES CONTRACT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF ORGANIC WASTE PROCESSING SERVICES CONTRACT

### **SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 9, 2024.
- B2.2 The Consulting Contract Administrator 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 Consulting Contract Administrator identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

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

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

## **B5. ADDENDA**

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

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

B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

## **B6. PROPOSAL SUBMISSION**

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

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

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

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with 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 Proposal format, including 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 proposed solution.

B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

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

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

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

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

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

B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

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

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

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

**B8. FEES (SECTION B)**

B8.1 The Proponent shall submit Fixed Fees for E2, E3, E4 as described in the Detailed Scope of Work.

B8.1.1 Notwithstanding C8, the City does not guarantee the number of years or months required during the Contract negotiation or construction observation services (could be more or less). The number of years or months stated in B11.3 is for evaluation purposes only.

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 If the City requires additional services, the rates to be used will be based on the rates provided in the Proponent's proposal.
- B8.4 During the course of this project, the City may procure and engage the Services of a third party, including:
- (a) Cost Consultant for additional and independent cost estimation purposes;
  - (b) Fairness Advisor to provide independent assurance to the City regarding the fairness of the procurement of the OWPS Merchant and OWPS Contract negotiations; and
  - (c) Partnering Consultant to facilitate project progress.
- B8.4.1 The cost for procuring and engaging the Cost Consultant, Fairness Advisor and Partnering Consultant shall not be part of the Proponent's fee.
- B8.5 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.
- B8.6 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.
- B8.7 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.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.

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

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in the development of OWPS contracts on two projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the facility (location, capacity, technology, ownership model);
  - (b) role of the Proponent;
  - (c) Organic Waste Processing (OWP) contract general terms (e.g. duration, processing payment structure, tonnage commitment, material types) if known/available;
  - (d) clear and comprehensive description of the procurement process, including RFQ and RFP preparation, role of the Proponent or Subconsultant and the contract development, negotiation and facility commissioning schedule/timeline;
  - (e) description of any innovations and benefits the Proponent brought to the submitted project;
  - (f) project owner;
  - (g) reference information (two current names with telephone numbers and email addresses per project).
- B9.2.1 For evaluation purposes, higher scores will be given to projects that meet the following criteria:
- (a) the Consultant performed a role similar to those described in the Scope of Services described in D5;

- (b) OWP was exclusively food waste; and,
- (c) the OWP facility capacity is  $\geq 25,000$  tonnes/year.

- B9.2.2 If more than two (2) projects are submitted for B9.1, only the first two (2) referenced projects will be evaluated.
- B9.2.3 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.1.2 Include a resume for each personnel identified on the organizational chart that is not identified as Key Personnel. Each resume should be a maximum of two (2) pages.
- B10.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
  - (b) Procurement specialist;
  - (c) Organic waste management facility design specialist.
- B10.3 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, managers of the key disciplines and lead designers.
- (a) Include the following information for each Key Personnel:
    - (i) educational background and degrees
    - (ii) professional designation
    - (iii) job title
    - (iv) years of experience in current position
    - (v) years of experience in design and,
    - (vi) years of experience with existing employer.
  - (b) Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.4 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 Personnel. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project Owner;
  - (d) Reference information (two current names with telephone numbers and email addresses per project).

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

- B11.1 The Proponent should clearly describe their firm's project management approach that they will implement during the performance of the Scope of Services. The Proponent's project

management approach should be specific to this OWPS Contract Development Project. This approach should address how the Proponent intends to manage the following aspects during the contract development assignment:

- (a) Communications– describe how the Proponent will collaborate with the City during the contract development phase.
- (b) Cost management– describe how the Proponent will assist the City in controlling the OWPS costs through the development of the contract Key Terms.
- (c) Quality management – describe what the Proponent’s quality assurance and quality control (QA/QC) will be during the OWPS contract development phase and who will be responsible for QA/QC for each discipline and document.
- (d) Scope/schedule – describe how the Proponent will monitor the OWPS Merchant’s scope and schedule during the contract development and facility construction and commissioning phases and manage the OWPS Merchant so they maintain their schedule.

B11.2 The Proponent should address how they intend to carry out the Scope of Services identified in D5 as follows:

- (a) clearly identify and explain work activities in each phase. The descriptions should specifically address:
  - i. Key OWPS Contract Terms (Key Terms) development and negotiations;
  - ii. RFQ development and evaluation;
  - iii. RFP development and evaluation; and,
  - iv. OWPS Contract negotiations.
- (b) describe and address issues in coordinating the OWPS Contract, environmental licensing, permits, and construction through to OWPS facility commissioning;
- (c) demonstrate a good working knowledge of applicable federal, provincial and municipal laws, regulations, guidelines and bylaws that apply to construction and operation of the facility(s). The Proponent is to briefly describe the applicable regulations and approvals needed or anticipated to be needed for the OWP Facility(s) by providing a written summary in their proposal;
- (d) describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project;
- (e) describe the activities and Services to be provided by the City and other information that conveys the Proponent’s understanding of the Project requirements;
- (f) the Project methodology with respect to the information provided within this RFP and the City’s Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (g) any other issue that conveys your team’s understanding of the Project requirements.

B11.3 The Proponent shall submit Time Based Fees for E5 as described in the Detailed Scope of Work, identifying potential tasks, personnel, hours, and rates. This information will be used to evaluate the Proponent’s project understanding and methodology of the additional work required to achieve the project objectives identified in D4.

B11.4 The Proposal shall include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.

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 B11.3.

B11.6 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.7 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

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

B12.1 Proponent should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (Key Personnel), durations (monthly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

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

B12.3 The Proponent should provide detailed commentaries supporting the appropriateness of the schedule

B12.4 For evaluation purposes, higher points will be given to commentaries clearly supporting the logic and time frames behind the schedule.

**B13. DISCLOSURE**

B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available (contact the Consulting Contract Administrator as identified in D2 for a copy) as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) HDR Corporation – development of Organic Waste Diversion Strategy and Organic Waste Processing Facility Options Review

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

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

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

that could or would be seen to:

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

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

**B14.3** In connection with their 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 Consulting Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

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

**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 their sole discretion:

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

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

## **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;

**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 programming; design, contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
  - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D9).
- B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- 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 their submission upon written request to the Consulting Contract Administrator.

**B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B18. WITHDRAWAL OF OFFERS**

- B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

**B19. INTERVIEWS**

- B19.1 The Consulting Contract Administrator may, in their 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) Fixed Fees; (Section B)  | 10%         |
| (d) Experience of Proponent and Subconsultant; (Section C)   | 20%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 20%         |
| (f) Project Understanding and Methodology (Section E)  | 45%         |
| (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 their 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 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.3.
- B21.7 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.
- B21.8 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.
- B21.9 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.
- B21.10 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.
- B21.11 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.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **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 their own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2024 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at their discretion, award the Contract in phases.
- B22.6 Further to B22.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6.1 The Scope of Work defined in D5.1(a) through D5.1(c) will be awarded at the agreed to Fixed Fee.
- B22.6.2 At the sole City's discretion Supplementary Work defined in D5.1(e) may be awarded together or separately.
- (a) Components of Supplementary Work shall proceed at the City's sole discretion.
  - (b) The City reserves the right to negotiate the final details of any Supplementary Work based on the terms of this Request for Proposal and the Proponent's submission.
  - (c) The Consultant shall not proceed with any Supplementary Work without a written authorization from the City.
- B22.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B22.7.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.9 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D20 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.10 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.11 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, 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* and the *Definition of Professional Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### D2. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Ash Raichura, P.Eng.

Telephone No. 204 391 5311

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

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

#### D3. BACKGROUND

D3.1 On October 19, 2011, Council approved the Comprehensive Integrated Waste Management Strategy (CIWMS) with the overall strategy to increase Winnipeg's diversion rate to 35 percent by 2016 and to greater than 50 percent by 2022 and thereafter. CIWMS was developed through an extensive public engagement process, where more than 2,500 people participated over a six-month period. Implementation of the plan began in the last half of 2012, with 2013 being the first full year of the program.

In 2017, City Council requested that the Public Service undertake a review of the CIWMS which included identifying additional opportunities to reduce the amount of waste going into the landfill. On June 20, 2019, the review of CIWMS was received by Council, where it was concluded that the waste diversion rate target of 50 percent could not be achieved without a residential food waste (RFW) collection program and other investments in Winnipeg's waste management system. At this meeting, the 50 percent waste diversion target was deferred by Council, until recommendations could be brought forward through the completion of a RFW Collection Pilot Project and a ten-year financial plan for the solid waste utility.

In December 2019, Council directed the public service to deliver a two-year pilot for the curbside collection of Residential Food Waste (RFW) from single family dwellings. The purpose of the pilot was to gauge the level of customer support for a RFW collection program, measure participation rates, and gather sufficient data to define a program that would work for Winnipeg residents. This included

The Pilot Project, which ran from October 2020 to September 2022, provided weekly curbside collection of expanded residential food waste (fruits, vegetables, meats, bones, dairy, etc.) and included 4,061 households across five areas of the City.

Results from both the pilot participants and city-wide surveys indicate strong support for the creation of a city-wide RFW program; 89 percent of city-wide survey respondents and 94 percent of pilot participants support RFW collection.

Recommended Green Cart Program

- Every single-family residential dwelling unit will receive a 120-litre green cart and a 7-litre kitchen pail to use for transferring food waste from their kitchens to their green carts.

- Acceptable materials for the green carts will include fruits and vegetables (including peelings), meat, bones, and dairy, as well as paper towels, tissues and soiled cardboard boxes (e.g. pizza boxes). The program will not include pet waste or diapers.
- Residents will be permitted to use Biodegradable Products Institute (BPI) certified compostable liner bags in their kitchen pails.

The Green Cart Program requires a processing facility, additional curbside collection service, green carts, and administrative support staff. A processing facility is the most critical component, and an acceptable facility (in terms of capacity and technology) does not currently exist in the Winnipeg region.

Based on cost, schedule, and the current status of the organics processing market in Canada, at this time the Public Service recommends a merchant facility (privately owned and operated) to service a city-wide Green Cart Program for Winnipeg.

Information on the City's Green Cart Program and related policy documents can be found at the following links:

On September 29., 2023, Council approved a City-wide Green Cart Program:  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20230921\(RM\)EPC-66](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20230921(RM)EPC-66)

And the resulting October 26, 2023 Motion of Council available at the following link:  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20231026\(RM\)C-80](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20231026(RM)C-80)

- D3.2 On September 20, 2018, Council adopted Winnipeg's Climate Action Plan. The plan identifies key directions, actions, and targets for waste management:  
<https://legacy.winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/pdfs/WinnipegsClimateActionPlan.pdf>
- 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=A20191212\(RM\)C-74](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20191212(RM)C-74)
- D3.4 On May 26, 2022, Council approved the OurWinnipeg 2045 Development Plan. It identifies the need to carry out a comprehensive waste management strategy, to integrate and optimize the service level and efficiency of all facets of the solid waste management system, while minimizing environmental impacts:  
<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=8222>
- D3.5 On July 21, 2022, Council approved the Community Energy Investment Roadmap, which further support actions to increase waste diversion efforts and minimize solid waste greenhouse gas emissions:  
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220721\(RM\)C-208](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20220721(RM)C-208)
- D3.6 In advance of the award of this RFP, the City intends to initiate market soundings through the issuance of Merchant requests for information (Merchant RFIs) for organics processing and collection. The City therefore expects to receive non-binding voluntary information from industry including costs, implementation schedules, acceptable materials, contract length, processing technologies, etc.

The City intends to execute a 2-phase evaluation process (RFQ and RFP) to retain the services of an organic waste processor (Merchant) where the City would have no ownership in the land, facility or role in its development. It is envisioned that the final RFP (the "Organic Waste Processing Service (OWPS) RFP") would be a fee for service model. For example the OWPS RFP could request a fixed monthly cost and variable \$/tonne cost over the course of a multi-year contract. The scope of the OWPS RFP would only be processing and would not include collections. A collector would deliver the materials to the processor and the City would pay the processor to divert the materials from the landfill in a way that meets or exceeds the City's minimum specifications. The future OWPS RFP will include a template OWPS Contract as an attachment. Therefore, the OWPS Contract must be drafted prior to release of the RFP.

#### D4. PROJECT OBJECTIVES

- D4.1 The Services of this RFP is associated with the City's planning towards a city-wide curbside Green Cart Program. The next step in program development and implementation is to ensure that the City has secured the services to process the organic materials collected via the Green Cart Program. The objectives of this Project are to:
- (a) Confirm green cart material tonnage projections based on existing waste audit data;
  - (b) Develop Key Terms for an Organic Waste Processing Services Contract;
  - (c) Issue an Organic Waste Processing Services RFQ, based on responses to a City-issued Merchant RFI (market soundings);
  - (d) Tender an Organic Waste Processing Services RFP, based on evaluated responses to the RFQ; and,
  - (e) Enter into an Organic Waste Processing Service Contract, based on D4.1(a).
- D4.2 **Time is of the essence for this work.** The City wishes to start providing curbside green cart collection service to single family dwellings as soon as practicable, and an organic waste processing facility has been identified as a critical activity.

#### D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall consist of contract development and procurement services, and related technical engineering services for the development of an Organic Waste Processing Services (OWPS) contract to support a city-wide Green Cart Program in accordance with the following:
- (a) Project Management in accordance with E2;
  - (b) Procurement Process Support in accordance with E3;
  - (c) OWPS Contract Finalization in accordance with E3.6;
  - (d) Technical Engineering Services in accordance with E4; and,
  - (e) Potential Supplementary Services, in accordance with E5.
- D5.1.1 It is the intent of the City to enter into a Contract and form a standing offer for the noted work with the successful Proponent. The advisory, technical, and engineering consulting services are:
- (a) to review waste characterization study(s) for source-separated organic materials;
  - (b) to provide advice and assist the City with development of an OWPS Contract; and,
  - (c) to help ensure that the design, construction and operation of facility projects are in full compliance with project scope documents, contract terms, good construction and operating practices, and applicable environmental and regulatory compliance, construction and safety practices.
- D5.1.2 The Services will also strengthen the City's ability to provide management and oversight of the development of a new Green Cart Program (as needed) and support the organic waste processing facility(s) and contractor(s) to operate as efficiently, effectively and safely as possible, utilizing current best practices of the industry.
- D5.1.3 There will be other periodic task areas and the Consultant will be asked to advise the City on a project and as-needed basis concerning various organic waste management related activities. This work may include providing reports on industry practices, trends and other research or projects related to curbside cart collection, cost analysis, permitting support, or performance monitoring. All Services shall be provided in accordance with the requirements, specifications, and terms and conditions as outlined in this RFP.
- D5.1.4 The specifics described in E2, E3, E4 (baseline operational tasks) are not all inclusive of the Services the Consultant will need to provide the City in fulfilment of the Consultant's contract. The Consultant shall provide the Professional Consultant Services, even if not

specifically described, but required to define the work for the City to enter into OWPS contract(s).

D5.1.5 The Services required under E2, E3, E4 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>. In addition, the City's Definition of Professional Consultant Services (Appendix A) is also applicable to the terms and conditions of the work requested herein.

D5.1.6 Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D5.2 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
- (b) <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (c) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (d) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines  
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D5.3 The funds available for the baseline operational tasks in this Contract are \$250,000.00.

## D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) "**BRRMF**" means Brady Road Resource Management Facility;
- (b) "**CCM**" means commercially confidential meeting;
- (c) "**Green Cart Program**" means city-wide curbside collection of food waste from single family dwellings;
- (d) "**Key Terms**" means the primary service conditions included in the Organic Waste Processing Service Contract;
- (e) "**Merchant**" or "**Merchant Facility**" means an independent operation or facility providing organic waste processing services;
- (f) "**OWP**" means Organic Waste Processing;
- (g) "**OWPS**" means Organic Waste Processing Service;
- (h) "**RFI**" means Request for Information;
- (i) "**RFP**" means Request for Proposal;
- (j) "**RFQ**" means Request for Qualification; and
- (k) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

## **D7. INITIAL PROJECT RISKS**

D7.1 The following are initial risks identified by the City to be managed, minimized or eliminated by the Consultant within the context of the OWPS Contract. Additional risks must be identified by the Consultant during the course of the project and managed, minimized or eliminated. Risks associated with:

- (a) Site permits, zoning, environmental licensing, and public engagement;
- (b) Indigenous rights and interests;
- (c) Reuse of older facilities including tie-ins between the existing and new facilities;
- (d) Space restrictions within the OWPS facility, including accessibility and layout optimization, primarily as related to the receipt of feedstock materials;
- (e) Site access issues due to the volume and type of commercial vehicle traffic to the OWPS facility;
- (f) Operational issues such as odour, noise, dust and vibration and their impact on the surrounding areas; and
- (g) Coordination of OWPS facility commissioning with the proposed implementation date for city-wide green cart collection service.

## **D8. GENERAL REQUIREMENTS**

D8.1 All deliverables shall have incorporated Consultant's internal quality procedures before they are submitted to the City.

- (a) The transmittal letter for each deliverable shall indicate that the internal procedures have been followed and followed in accordance with the Consultant Services management plan.
- (b) No deliverable will be accepted by the City without indication that the Consultant's internal quality procedures have been completed.

D8.2 The City may require a number of technical memoranda to be performed as part of the Consultant's Scope of Services and shall be provided as follows:

- (a) The technical memoranda shall be written as a standalone report and all City review comments incorporated into the respective report; and,
- (b) Technical memoranda shall include sufficient evaluation documentation to justify conclusions and recommendations presented to allow the City to make a decision regarding the conclusions and recommendations.

D8.3 Review period for City deliverables shall be a minimum of three weeks and commensurate to the number of pages and complexity of the document.

## **D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D9.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D9.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D9.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;

- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D10. UNFAIR LABOUR PRACTICES**

- D10.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D10.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C14.
- D10.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D10.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## SUBMISSIONS

### D11. AUTHORITY TO CARRY ON BUSINESS

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

### D12. SAFE WORK PLAN

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

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

### D13. INSURANCE

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

D13.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$ 1,000,000 per claim and \$ 2,000,000 in the aggregate.

D13.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

- D13.3 The policies required in (a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D13.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under (a) and (b).
- D13.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under (a) and D13.2(c).
- D13.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D13.9.
- D13.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D13.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D13.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D14. COMMENCEMENT**

- D14.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D14.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D11;
    - (ii) the Safe Work Plan specified in D12; and
    - (iii) evidence of the insurance specified in D13.
  - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
  - (c) The direct deposit application specified in D18.1.
- D14.3 The City intends to award this Contract by February 6, 2024.

### **D15. CRITICAL STAGES**

- D15.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Summary Report of Market Soundings: April 2024
  - (b) Issuance of RFQ: December 2024 (assume tender period is 6 months);
  - (c) Issuance of RFP: 9 months after RFQ closing

## **D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D16.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D16.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

## **MEASUREMENT AND PAYMENT**

### **D17. INVOICES**

- D17.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D17.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Consultant's GST registration number.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

## **D18. PAYMENT**

D18.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## **DISPUTE RESOLUTION**

### **D19. DISPUTE RESOLUTION**

- D19.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D19.
- D19.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D19.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D19.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
    - (i) The Consulting Contract Administrator;
    - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D19.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D19.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D19.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3, as extended if applicable, has elapsed, the Consulting Contract

Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

### **THIRD PARTY AGREEMENTS**

#### **D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D20.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D20.2 Further to D20.1, in the event that the obligations in D20 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.

D20.3 For the purposes of D20:

- (a) "Government of Canada" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "Government of Manitoba" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D20.4 Modified Insurance Requirements

D20.4.1 If not already required under the insurance requirements identified in D13, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D20.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D20.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

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

D20.5 Indemnification By Consultant

D20.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D20.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

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

#### D20.6 Records Retention and Audits

D20.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D20.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D20.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D20.7 Other Obligations

D20.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D20.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D20.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D20.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D20.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D20.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director

or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

## **PART E - DETAILED SCOPE OF WORK**

### **E1. SUMMARY OF SERVICES**

E1.1 The Services required under this Contract shall consist of contract development and procurement services, and related technical engineering services for the development of an Organic Waste Processing Services (OWPS) contract to support a city-wide Green Cart Program.

### **E2. PROJECT MANAGEMENT**

E2.1 The Consultant shall be responsible for organizing, chairing and providing minutes and agendas for project meetings.

E2.2 Project Schedule

E2.2.1 The Consultant shall submit an updated progress schedule to the City on a monthly basis, including earned value analysis.

E2.2.2 The Consultant shall provide quarterly reports detailing the advance of the procurement documents for OWPS and any issues or options being investigated

### **E3. PROCUREMENT PROCESS SUPPORT**

E3.1 In general, Procurement Process Support services are required to support the development, administration, and evaluation of an OWPS RFQ, subsequent RFP, and finally OWPS Contract. The engagement of procurement process support services will provide the City with additional expertise and technical knowledge base in development of procurement documents for OWPS. Throughout the RFQ and RFP processes, the Consultant will be required to serve as the primary (contract) administrator.

E3.2 Deliverables and Meetings

E3.2.1 The major deliverables associated with the Procurement Services includes but is not limited to the following:

- (a) Market Sounding Report;
- (b) Draft Key Terms for OWPS, to be included in RFQ;
- (c) RFQ documents, including addenda;
- (d) Presentation of RFQ documents;
- (e) RFQ pre-bid meeting(s) and site tours (if required);
- (f) RFQ evaluation process and guideline document
- (g) Draft OWPS Contract (including Key Terms) to be included with RFP
- (h) RFP documents, including addenda;
- (i) Presentation of RFP documents;
- (j) RFP pre-bid meeting(s) and site tours (if required). Allow a minimum of:
  - (i) One (1) site tour per preselected Merchant.
  - (ii) One (1) full day for each site tour.
- (k) Commercial confidential meetings;
  - (i) Two (2) full day meetings to be held with each pre-selected Merchant during the RFP process for commercial issues.
  - (ii) Two (2) full day meetings to be held with each pre-selected Merchant during the RFP process for technical issues.
- (l) RFP evaluation process and guideline document;

- (m) Bid evaluation report for the OWPS Contract;
- (n) Debriefing reports; and,
- (o) Other critical items identified by the Consultant.

E3.2.2 Draft and final documents shall be provided in Native Format and PDF; and one (1) unbound and four (4) bound hardcopies.

E3.2.3 The Consultant shall use the City's standard RFQ and RFP templates and expand upon as required to incorporate the needs of the OWPS Contract.

E3.2.4 The Consultant shall meet with various City departments (Legal Services, Materials Management, Solid Waste Services, Information Systems and Technology, Engineering, Insurance, etc.) to finalize the procurement documents.

E3.2.5 All tender packages shall be prepared and posted in accordance with the City of Winnipeg Materials Management Division requirements.

### E3.3 Market Sounding

E3.3.1 The City intends to initiate market soundings in advance of the Work described in this RFP. The Consultant is required to provide support and assist with the analysis and integration of the market sounding results into the RFQ. Market sounding support will include:

- (a) Details on Green Cart Program integration, Key Terms, design requirements and technology constraints to consider via the market soundings;
- (b) Assist the City to contact, schedule and conduct up to 5 consultations with potential OWPS providers/Merchants.

E3.3.2 We assume that the Consultant and the City will jointly develop the list of potential market sounding participants; – Each consultation will be undertaken via videoconference (e.g. MS Teams).

E3.3.3 Upon completion of the consultations, the Consultant is required to develop a Market Sounding Report. This Market Sounding Report will contain the following main elements:

- (a) Findings on the market capacity and interest in the project;
- (b) Findings on the interest in the procurement models (esp. Build-Own-Operate);
- (c) Findings on market preference for distribution of environmental attributes;
- (d) Findings on concerns or challenges with timelines; and
- (e) Findings on technical and/or commercial challenges and risks (including siting and permitting/zoning/environmental licensing).

Note that all consolidated feedback from the market soundings should be summarized within the Market Sounding Report on a non-attributable basis.

### E3.4 Request for Qualifications

E3.4.1 The Request for Qualifications (RFQ) phase shall comprise of the development, tendering, and evaluation of RFQ responses towards an OWPS Contract to service the City's planned Green Cart Program.

- (a) The selected Consultant will be required to provide knowledge of RFQs for similar services from other jurisdictions and previous related experience in developing the RFQ and incorporate information, items, requirements, qualifications, specifications, criteria and additional sections, etc. (that will enhance and modify the City's RFQ template) appropriate to the pre-qualifying process for procurement of OWPS for the City's planned Green Cart Program. This can include use of best practices and lessons learned, review of related templates, etc. from RFQs used in other jurisdictions.
- (b) The RFQ may require such items as, but not limited to:

- (i) The vendor being a capable contractor (or joint venture) with similar experience in organics processing facility development and successful track record of implementing projects of similar size and for a similar feedstock.
- (ii) The vendor having a minimum number of years of successfully operating similar OWP Facilities.
- (iii) The processing technology or method is demonstrated with reference projects and with successful operational facilities and some accessible facilities to be reviewed by the City.
- (iv) The demonstrated financial capability of the Merchant to undertake the scope of work and requirements for this project and their organizational structure and financial resources.
- (v) The demonstrated experience and capability of the Merchant to successfully obtain required permits/licences/zoning variances and its approach to public engagement, consultation with indigenous communities and rights holders, baseline environmental/heritage/socio-economic impact studies, etc.
- (vi) Merchant to provide information on the technology rights (if applicable), description of process technology, technical reliability, process controls, and attributes of their proposed solution including the proposed processing operations, the output(s), product(s), byproduct(s), and information on use of energy, water, etc. and generation of residues, wastewater, etc. from the process(es).
- (vii) Description of the assignment/distribution of environmental attributes associated with the Facility/project.
- (viii) Facility capacity and growth capability/expandability;
- (ix) An outline of the Merchant's and staff's qualifications and experience (design, construction and operations), references, project management, operational successes, etc.
- (x) The siting and regulatory planning process for the OWPS facility development and detail on the site or type of site being considered.

E3.4.2 The Consultant's Scope of Services during the RFQ process shall include but not limited to the following:

- (a) Prepare the RFQ, including all supporting documents, for posting on MERX;
- (b) In consultation with the City, provide an RFQ evaluation process and guideline which may include, but is not limited to:
  - (i) Evaluation plan;
  - (ii) Responsibilities of the project team;
  - (iii) Procedures and agreements for confidentiality and conflict of interest;
  - (iv) Individual evaluations and consensus scoring;
  - (v) Evaluation worksheets consistent with City templates;
  - (vi) Alignment of Merchant responses with draft Key Terms;
  - (vii) Interview processes;
  - (viii) Communications;
  - (ix) Notification of Merchants; and
  - (x) Debriefing of Merchants.
- (c) Incorporate comments from the City and Fairness Advisor (if required);
- (d) Coordinate pre bid meetings and site tours of the BRRMF for the Merchants (if required);
- (e) Prepare responses to RFI's submitted by the Merchants;
- (f) Prepare addenda;
- (g) Attend the City's evaluation training (one half day); and,

- (h) Participate with the City in evaluating the RFQ submittals and shortlisting to a maximum of three (3) Merchants;

### E3.5 Request for Proposals

- E3.5.1 The Request for Proposals (RFP) phase shall comprise of the development, tendering, and evaluation of an RFP towards an OWPS Contract to service the City's planned Green Cart Program.
- E3.5.2 The selected Consultant will be required to provide knowledge of RFPs for similar services from other jurisdictions and previous related experience in developing the RFP and incorporate information, items, requirements, qualifications, specifications, criteria and additional sections, etc. (that will enhance and modify the RFP template) appropriate to the RFP process for procurement of Organics Management for the City's planned Green Cart Program. This can include use of best practices and lessons learned, review of related templates, etc. from RFP's used in other jurisdictions.
- E3.5.3 The Consultant's Scope of Services during the RFP phase shall include but not limited to the following:
  - (a) Develop and prepare the RFP for OWPS using City templates, including all supporting documents, for posting on the City's current project tendering platform (MERX);
  - (b) Provide an RFP evaluation process and guideline document which includes but is not limited to items in E3.5.10;
  - (c) Develop and prepare a draft OWPS Contract using City templates;
  - (d) Incorporate comments on the draft OWPS Contract from the City, Fairness Advisor, and other required reviews identified through the RFP development process;
  - (e) Coordinate pre-bid meetings and site tours of the proposed OWPS facility site for each of the preselected Merchants;
  - (f) Prepare responses to RFIs submitted by the Merchants;
  - (g) Review with the City, the Merchants' submittal prior to the CCMs.
  - (h) Attend, participate, provide minutes and technical guidance at the commercially confidential meetings to be held with preselected Merchants;
  - (i) Prepare addenda;
  - (j) Negotiation and finalization of Key Terms;
  - (k) Review and respond to Merchants' written requests for equals/alternatives;
  - (l) Attend the City's evaluation training (one half day);
  - (m) Participate with the City in evaluating the RFP submittals and the selection of the successful Merchant;
    - (i) The Consultant's evaluation shall include review of the Merchant's proposals for compliance with the RFP on technical merits and costs (CAPEX, OPEX & NPV).
  - (n) Review and recommend for City approval the bridging documents (that incorporates contract negotiations, amendments and accepted alternatives) to be prepared and submitted by the Merchant before the OWPS Contract is awarded;
  - (o) Prepare and submit a bid evaluation report on the compliance of each proposal, technical merits and costs with respect to the Merchant's proposals; and,
  - (p) Assist in preparing debriefing reports and debriefing of Merchants.
- E3.5.4 The projected timeline for this work is that it is expected to commence during the RFQ process and is estimated to be completed as per Critical Stages listed in D15.

- E3.5.5 The City will provide additional input based on the results of past public engagement, technical studies, waste audits, and the RFQ process and Council's direction to incorporate into the RFP and template/draft OWPS Contract. The City will also provide input and advice from the City's Material Management and Legal Services Departments related to the requirements of the RFP and template/draft OWPS Contract.
- E3.5.6 For the OWPS Contract, the City is relying on a Merchant Facility to be responsible for meeting all applicable laws, zoning, permitting, etc. and is not looking to write an exhaustive technical specification in the RFP. However, the City does want to specify best practice requirements that may exceed minimum legal requirements in order to meet the City's overall performance and environmental goals.
- E3.5.7 RFP shall align with information gained and developed through the Merchant RFI (market sounding) and RFQ processes (e.g. Key Terms) and will generally include items related to:
- (a) Acceptable Technologies
  - (b) Types and Quantities of Feedstocks to be delivered to the Facility
  - (c) Technical specifications related to the output materials (e.g. compost quality)
  - (d) Technical considerations associated with contamination.
  - (e) List of minimum required materials the Merchant must accept and structuring the RFP to allow for optional pricing on a menu of incremental materials to accept.
  - (f) Technical considerations associated with weights and measures and reporting. Examples could include mandatory key performance indicator reporting.
  - (g) Technical aspects required to enable fair terms for payment and minimization of disputes.
  - (h) Technical specifications associated with what the City should require in terms of following best practices, minimum operating practices, required operating certifications and training, environmental protection, lifecycle considerations, safety, odours, international standards, etc.
  - (i) Balancing potential conflicts between desiring the lowest possible service cost (e.g. lowest cost per tonne processed) and other goals (e.g. reducing greenhouse gas (GHG) emissions and other environmental implications).
  - (j) Minimum requirements for a bidder to respond to the RFP, including timelines, schedules, and risk mitigation/evaluation strategies for OWP Facility development and construction.
  - (k) The proposal evaluation component of the RFP (weighted scoring matrix).
  - (l) The pricing evaluation and price bid form(s) for the purposes of the competitive procurement process.
  - (m) Components of the Facility
  - (n) Site Location & impacts on collection services;
  - (o) Odour and Nuisance Controls
  - (p) Permitting, Licensing, Zoning (all applicable jurisdictions)
  - (q) Product Marketing and Sales
- E3.5.8 The RFP must include a draft/template OWPS Contract as a schedule/attachment and therefore must be drafted prior to release of the RFP.
- (a) The OWPS Contract is a sub-component of the RFP and will establish the baseline terms and conditions to be negotiated with the selected qualified Merchant in the final development of an OWPS Contract.

- (b) The Merchants will have the opportunity to review and comment on the commercial terms before the RFP closes. The City wishes to be able to make quick and informed decisions regarding addendums so the procurement processes are completed as efficiently as possible.

E3.5.9 It is anticipated that the RFP process will include three (3) rounds of Commercial Confidential Meetings with each Merchant.

E3.5.10 RFP Submission Evaluations

- (a) The City requires a detailed evaluation of the RFPs indicating for each:
  - (i) description of the OWPS(s);
  - (ii) pros and cons;
  - (iii) supporting documentation and calculations;
  - (iv) physical characteristics of size, volume, etc., as appropriate;
  - (v) comparison of the options against each other; and
  - (vi) conclusions and recommendations.
- (b) In the case of a single RFP submission being received, E3.5.10 applies except the comparison against other options is a comparison against a “do-nothing” option.

E3.6 OWPS Contract Finalization

E3.6.1 The OWPS Contract Finalization phase shall comprise of the final negotiation of the OWPS Contract terms and conditions to service the City’s planned Green Cart Program, and identification and preparation of any required contract ‘bridging documents’.

E3.6.2 The selected Consultant will be required to assist the City in the final negotiations to enter into an OWPS Contract based on the draft OWPS Contract presented in the RFP and subsequent modifications through the tendering and evaluation phases. It is anticipated that the final negotiations would generally include items related to:

- (a) The structure/template of the formal written agreement between the City and selected OWPS Merchant.
- (b) Terms for payment; minimum tonnage guarantees, fixed and variable charges, reserve capacity charges, etc.
- (c) Risk allocation, including considerations related to changes in contamination levels over time.
- (d) Considerations related to contract length (e.g. 5, 10, 15 years) and contract renewal, extension.
- (e) Considerations related to ownership of the materials, chain of custody, and marketing of materials.
- (f) Penalties and damages.
- (g) Ownership of the environmental attributes (e.g. carbon credits).
- (h) Non-standard bonding and insurance.
- (i) Inclusion of inflationary metrics in pricing, e.g. fuel cost inflation and consumer price index inflation.
- (j) Terms to incentivize waste diversion and “good behaviour” in terms of incentivizing the processor to act in ways that contribute to meeting the City’s overall program goals.
- (k) Considerations related to dispute resolution, accessibility, liability, penalties and/or termination clauses.

## E4. TECHNICAL ENGINEERING SERVICES

- E4.1 In general, Technical Engineering Services are required to support the development and evaluation of an OWPS RFQ, subsequent RFP, and finally OWPS Contract. The engagement of technical engineering services will provide the City with additional expertise and technical knowledge base for the development of procurement documents for OWPS, and provide related construction oversight experience to ensure that the OWPS Merchant will be able to meet contractual obligation with their facility. In addition, the Consultant should have the ability to undertake waste characterization studies for the organic waste materials.
- E4.2 Components of the work will require:
- (a) Research, technical and design reviews, and assessments based on knowledge of procurement and operating models and best practices from other jurisdictions related to design, construction and operation of OWP facilities;
  - (b) Waste characterization review based on existing waste audit data & reports, and verify organic waste generation projections for an OWPS Contract;
  - (c) Development of Key Terms for an OWPS Contract that allows market innovation to provide a proven and cost-effective solution to manage the City's organic wastes collected via a Green Cart Program. Based on the data and provided by the City, determine the current options and any additional options for the organics management and processing system with the key factors of:
    - (i) Minimizing processing costs, with the understanding that they are related to OWPS capital and operating costs;
    - (ii) Minimizing potential impact to the community (e.g. odours, noise, etc.)
    - (iii) Meeting the current CCME Guidelines for compost quality;
    - (iv) Increasing organics processing capacity as Green Cart Program participation increases and the City grows (in population and breadth of service)
  - (d) Project readiness assessment;
  - (e) Minimization of risks associated with environmental and legislative compliance;
  - (f) Review and assessment of Merchant's OWPS siting, public engagement, licensing, and zoning strategies and processes;
  - (g) Increased level of accountability and oversight over contracted OWPS Merchant (e.g. construction observation services), and assurance that technical and contractual requirements are met;
  - (h) Additional project support and management;
  - (i) Assistance in reducing the risk for potential budget and cost overruns; and,
  - (j) Flexibility for the Consultant's resources to be deployed on an as needed basis with the technical expertise required for a given situation.

## **E5. SUPPLEMENTARY SERVICES**

- E5.1 In addition to the above noted baseline operational tasks, the Consultant may also be requested to provide research, technical and design reviews, and operational reviews and assessments of the submissions resulting from the OWPS RFQ/RFP processes (as requested and assigned by the City). This may include investigating proposed technology(s) and/or reference projects to determine suitability of the system(s) for the City/region.
- E5.2 Additional projects under this RFP may be assigned as needed by the City. Each project will be scoped and outlined separately using the submitted contract rates as a basis. The Consultant will be required to respond to the scope of work for each project assigned by the City in accordance with terms and conditions and bidding instructions designated in a brief request for proposal letter (or other short form request). The Consultant will use the appropriate designated roster of qualified personnel and their contract rates from this RFP in responding to each project (short form cost proposal) and shall respond at their own cost.

- E5.3 The potential tasks and activities identified in this RFP are for the information of Proponents and are provided only as potential project areas for the information of Proponents in responding to this RFP. The potential tasks and activities (beyond the baseline operational tasks identified in D5.1.4) shall not be construed to represent any amount which the City shall be obligated to purchase under the Contract, or relieve the selected Consultant of its obligations to respond to and fulfill all project orders placed by the City. No proposal will be considered which stipulates that the City guarantee to order a specific quantity (beyond the baseline operational tasks) of any type of project or services.
- E5.4 Some potential supplementary services that may be requested of the Consultant by the City include:
- E5.4.1 Provision of additional waste characterization studies, in accordance with previous City waste audits  
[https://legacy.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER\\_NAME=262-2023&YEAR=2023](https://legacy.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=262-2023&YEAR=2023);
- E5.4.2 Contract negotiation assistance (with the final selected Merchant, e.g. bridging documents);
- E5.4.3 Construction observation services / oversight of facility(s) construction, which may include the following:
- (a) Management – this shall include design and construction quality assurance and quality control, safety, traffic control, logistics management, environmental protection, personnel qualifications, qualifications and past performance of organizations and detailed project execution plans;
  - (b) Submittal requirements;
  - (c) Schedule – including design and construction schedules and the type of schedule criteria; and,
  - (d) Technical Elements – as indicated in the RFP.
  - (e) Oversight of the commissioning of equipment, site inspections, and ensuring the applicable environmental and regulatory compliance, construction and safety practices are met. Perform other related engineering tasks as requested by the City.
    - (i) Construction observation services / oversight of facility(s) construction, would commence after award of the OWPS Contract;
    - (ii) Merchant Facility construction to support the OWPS Contract(s) may be completed within twenty-four (24) months following the award of the OWPS Contract(s); and,
    - (iii) Scope of construction observation services are as required and as related to the OWPS contract(s).

## **APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES**