



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 810-2024A

ORGANIC WASTE PROCESSING SERVICES

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Beneficial Use"** means the application of a product generated from an OWPS facility to land to take advantage of the nutrient and organic material content for the purpose of growing crops, improving soil fertility and soil structure in accordance with applicable regulatory requirements;
- (b) **"CIWMS"** means the City's Comprehensive Integrated Waste Management Strategy;
- (c) **"Green Cart"** means the 120-litre container used for curbside collection of household organic materials in the City of Winnipeg;
- (d) **"Green Cart Program"** means the program for the collection of household organic materials using the Green Cart for single-family households and appropriately sized containers to manage multi-family household organics;
- (e) **"LYW"** means leaf and yard waste managed by the City including materials such as grass clippings; leaves; plants; and small tree branches;
- (f) **"OWPS"** means Organic Waste Processing Services;
- (g) **"RFW Collection Pilot"** is the Residential Food Waste pilot program, conducted in the City between October 2020 and October 2022;
- (h) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (i) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (j) **"tpy"** means tonnes per year.

B2. EXECUTIVE SUMMARY

- B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of a Contract for Organic Waste Processing Services (the Project).
- B2.2 The purpose of this RFQ is to identify qualified Proponents who can provide Organic Waste Processing Services (OWPS) for the City. The City has determined that there is a need for an OWPS facility to manage the City's organic waste, specifically organic waste from its Green Cart program and potentially separately collected leaf and yard waste. The City is seeking a qualified Proponent who has the experience and availability to manage its organic waste over a 20-year Contract period.
- B2.3 The City is seeking a Proponent that can provide OWPS via a fee for service model (merchant facility), wherein the City would have no ownership of the facility and no role in its development if located on a Proponent-owned site or limited role if located on a City-owned site, but would have an interest in the OWPS facility meeting key standards such that it would be available to process the City's materials for the duration of the processing Contract. The City does not have a preferred technology type and will evaluate each Qualification Submission based on the evaluation criteria listed in B38.
- B2.4 The preferred outcome of this procurement process includes the following:
- (a) securing OWPS capacity no later than 2030;
 - (b) securing OWPS capacity that considers the environmental benefits and impacts of the OWPS facility; and,
 - (c) provision of OWPS capacity that can meet the affordability requirements of the City.

B3. BACKGROUND

- B3.1 The City is currently in the process of updating its Comprehensive Integrated Waste Management Strategy (CIWMS), which is anticipated to be reviewed and finalized by City Council in Q1 of 2025. The most recent CIWMS was published in September 2011.
- B3.2 The City collects residential garbage and recycling on a weekly basis for both single-family and multi-family properties. Leaf and yard waste (LYW) is collected seasonally (spring through fall) every two weeks. Single-family residential properties (including multi-family properties with two to seven units) are provided a 240-L recycling cart and a 240-L garbage cart. Multi-family properties (eight or more dwelling units) also receive recycling and garbage collection services, although they are required to sign up to receive service.
- B3.3 The City also operates three (3) 4R Winnipeg Depots, which are public drop-off locations for recyclable, reusable, and compostable materials.
- B3.4 In 2023, the City managed the following residential quantities through its programs:
- (a) 177,968 tonnes garbage;
 - (b) 46,147 tonnes recycling;
 - (c) 26,887 tonnes yard waste.
- B3.5 In October 2020, the City initiated a two-year Residential Food Waste (RFW) Collection Pilot Project. During the pilot, food waste from five neighborhoods in the City was collected curbside and delivered to the Brady Road Resource Management Facility, where it was composted. The focus of the pilot program was the collection of food waste, but other compostable household items (including compostable bags) were also accepted. The program was voluntary, and approximately 4,000 residential properties participated.
- B3.6 Households in the RFW collection pilot program collected food waste in a City-provided kitchen pail, which was then emptied into a green cart provided by the City. Households were encouraged to use compostable bags to contain the food waste. Participants set out the green cart with their garbage cart on their regular weekly collection day. The pilot program included three waste audits and three public engagement phases.
- B3.7 In October 2023, City Council approved development of a city-wide Green Cart program for single-family residential households. Under the Green Cart program, food waste and other acceptable household organic materials will be collected curbside from residential properties in a 120-litre container. Households will be permitted to use compostable bags to contain the organics. LYW will be collected separately from the Green Cart to control feedstock quality and to allow for processing flexibility.
- B3.8 Curbside garbage collection will be adjusted within the first three years of the Green Cart program, to be collected bi-weekly rather than weekly. Self-hauled green cart materials will also continue to be accepted at the City's 4R Depots free of charge to residents. The Green Cart program will be rolled out in coordination with the initiation of the OWPS facility operations anticipated in 2030. The program will initially be available to single-family properties and will be expanded incrementally over the first three years to service multi-family properties.
- B3.9 The following materials are anticipated to be accepted in the Green Cart program:
- (a) Food waste (e.g., food and vegetable scraps; meat, fish and bones; solid fats; dairy products; eggs and eggshells; bread and grains; plate scrapings; pet foods.);
 - (b) Paper products (e.g., food-soiled paper towels and napkins; used tissues; paper products; soiled paper bags and pizza boxes; waxed and parchment paper);
 - (c) Other household items (e.g., wooden stir sticks, toothpicks, chopsticks; pet and human hair; shredded paper; houseplants); and,
 - (d) Compostable bags (e.g., BPI-certified compostable bags, paper bags).

- B3.10 The following materials will not be accepted in the Green Cart program, but may be made available for processing by the successful Proponent:
- (a) Separately collected leaf and yard waste (e.g., grass clippings; leaves; plants; and small tree branches)
- B3.11 The following materials will not be accepted in the Green Cart Program, but may be considered for inclusion in future years dependent upon the ability of the proposed OWPS facility to manage these material streams:
- (a) Compostable takeout containers and utensils;
 - (b) Pet waste;
 - (c) Diapers and sanitary materials; and,
 - (d) Dead animals.

- B3.12 Anticipated quantities of organic waste to be managed by the proposed OWPS facility have been estimated based on audits conducted during the RFW Collection Pilot, total quantities of waste currently being landfilled and household growth estimates. The following table provides a summary of the current estimates:

Estimated Minimum Annual Guaranteed Tonnage Year 1 of the Green Cart Program	25,000 tpy
Estimated Annual Tonnes Years 1 to 5 of the Green Cart Program	25,000 to 30,000 tpy
Estimated Annual Tonnage Year 20 of the Green Cart Program	35,000 to 50,000 tpy

- B3.13 Details regarding the organic waste projections will be provided in the subsequent OWPS RFP. The minimum annual guaranteed tonnage will be set at a value in year 1 of the Green Cart program to reflect the tonnage that the City has confidence in being directed to the OWPS facility for processing. The range in the annual tonnage estimates over the term of the contract reflects a number of factors such as the expansion of the Green Cart program to multi-family properties, changes in garbage collection services, potential participation rates, and the City's IC&I diversion policy.
- B3.14 Based on contamination observed in the City's RFW Collection Pilot audits and a comparison with similar Canadian jurisdictions, the Green Cart program is anticipated to have a contamination rate of up to 7% (by weight) at full roll-out. Contamination observed in the City's RFW Collection Pilot audits was typically non-acceptable organics (e.g., leaves, branches, and packaged food) and non-acceptable plastics (e.g., bags, films, and durable plastic products).
- B3.15 Information previously prepared by the City regarding the City's waste management system and collection and diversion of organics is available to all potential Proponents. The following resources may be useful in developing responses to this RFQ. Note that this list is not exhaustive, and that additional resources may be available on the City's website.
- (a) [Comprehensive Integrated Waste Management Plan](#)
 - (b) [Comprehensive Integrated Waste Management Strategy Review \(2019\)](#)
 - (c) [Draft Organics Diversion Strategy](#)
 - (d) [Residential Food Waste Collection Pilot Project](#)
 - (e) [October 26, 2023 Council Regular Meeting Minutes \(Adopted Green Cart\)](#)
- B3.16 The City is considering making City-owned land available for the development of OWPS capacity. The Proponent may choose to site an OWPS facility on City-owned or Proponent owned land. At this time, the City has identified seven (7) potential locations on City-owned land

that might be suitable. Information regarding these locations including estimated land area available, land use and zoning status, accessibility, site servicing etc. would be made available to Proponents by request to the Contract Administrator after completion of a Non-Disclosure Agreement included in Appendix A. These documents will be released at the sole discretion of the City.

B4. WINNIPEG

- B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point called Nestawaya by Indigenous peoples and now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B4.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to provide Organic Waste Processing Services (OWPS).
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to four (4) of the most qualified Proponents, being those Proponents which are the top scoring Proponents based on the RFQ evaluation in B38. Only those Proponents on the shortlist will be invited to further submit a more detailed Proposal.

B6. SCOPE OF WORK

- B6.1 The Work to be done under the subsequent Contract shall consist of processing Green Cart organics and managing the resulting output material streams for beneficial use and/or energy. The Work will encompass all processes included in a Proponent owned OWPS Facility and all systems, facilities and operations involved in the management of all outputs.
- B6.2 The major components of the Work are as follows:
- (a) receipt of a minimum of 25,000 tpy of Green Cart materials delivered to the OWPS Facility by or on behalf of the City;
 - (b) employ an organics management technology to convert the Green Cart materials into marketable beneficial use products and/or energy products, as appropriate based on the technology;
 - (c) minimize residue to disposal and maximize diversion;
 - (d) management of all non-marketable output streams (e.g. wastewater discharge, residue);
 - (e) control of environmental emissions (dust, odours, noise, nuisances); and,

- (f) derive environmental benefits (GHG reduction benefits) as appropriate based on the technology.

B7. GENERAL CONDITIONS

- B7.1 The *General Conditions for Supply of Services* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B7.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, the Purchasing Division website at [General Conditions - Purchasing - Corporate Finance - City of Winnipeg](#)

B8. PROPONENTS' CONFERENCE

- B8.1 The Contract Administrator will hold an online Proponents' Conference from 10:00 a.m. to 10:30 a.m. on December 12, 2024.
- B8.2 The Proponent is advised that, at the Proponents' Conference, the Contract Administrator will review the RFQ and supporting documentation.
- B8.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' Conference unless that information or interpretation is provided by the Contract Administrator in writing.
- B8.4 Proponents wishing to attend the Proponents' Conference should confirm their intention before December 9, 2024 to the Contract Administrator. A link to the online meeting will be provided to the Proponent at this time.

B9. PROJECT SCHEDULE

- B9.1 The City intends to complete the evaluation of the Qualification Submissions by September 15, 2025 and proceed with the issuance of an RFP by January 5, 2026.
- B9.2 Details on the RFP schedule will be provided to the Proponents at the completion of the RFQ stage.

B9.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	December 3, 2024 to April 28, 2025
2. Evaluation/Shortlist of Proponents	May 1, 2025 to September 15, 2025
3. RFP Process	January 5, 2026 to June 22, 2026
4. Evaluation/Selection of Proponent	June 23, 2026 to November 2026
5. Approval and Contract Finalization	November to December 2026
6. OWPS Facility Construction and Commissioning	January 2027 to Q4 2030
7. Green Cart Roll-out	Q4 2030

- B9.4 The City has identified a Green Cart Roll-out timeline of Q4 2030, however, the City would be amenable to moving forward that date to 2029 or earlier should that be possible.

B10. RISK MATRIX

- B10.1 The following outlines the allocation of risk associated with the OWPS merchant contract model proposed by the City. Primary responsibility for managing risks is identified by an "X".

Risk and Responsibilities	Responsible Party	
	Private Sector	City of Winnipeg
Acquisition of Project Site and Lay-down Areas	X (Proponent-owned option)	X (City-owned option)
Existing Soil Contamination	X (Proponent-owned option)	X (City-owned option)
Environmental Permits/Authorizations	X	
Environmental Contamination Resulting from Project Construction and/or Operations	X	
Specification of minimum performance standards for Works		X
Specification of minimum performance standards for Operation and Maintenance		X
Geotechnical Assessments of Site	X	
Design and Construction of City Approved OWPS Concept	X	
Construction Schedule/Delays	X	
Construction Cost Overruns	X	
Site Servicing	X	
Financing Project Costs	X	
Traffic Management	X	
Stakeholder and Indigenous Engagement Regarding the OWPS	X (shared)	X (shared)
Maintenance of Works	X	
Operation of Works	X	
Production, management, quality and marketing of beneficial use products	X	
Production, management, quality and marketing of energy products	X	
Impacts of odour, dust, noise and nuisances arising from OWPS operations	X	
Management of residues	X	
Contingency Capacity to address delays in OWPS facility availability to support Green Cart roll-out and start of service	X	
Contingency Capacity to address anticipated and unanticipated OWPS unavailability during Contract term	X	
Green Cart Program Roll-out and public engagement		X
Incoming feedstock quality		X

B11. DEAL PARAMETERS

- B11.1 The OWPS Contract will be a merchant Contract, with a 20-year Contract term beginning in Q4 2030 and ending Q3 2050, with an option to extend the Contract for 2 additional 5-year terms at the mutual agreement of the City and the successful Proponent.
- B11.2 The OWPS Contract will identify the minimum guaranteed annual tonnage of Green Cart materials to be delivered to the successful Proponent for processing. See B3.9 for the Green Cart program material profile. The OWPS facility must be able to process the projected Green Cart tonnes over the Contract term. See B3.12 for current estimates of Green Cart tonnes. Proponents will be required to identify the proposed processing capacity of the OWPS facility at the time that facility construction has been completed, the ramp-up period that may be required, available processing capacity once the facility has been fully commissioned and the available capacity of the facility at the end of the Contract term based on any proposed expansions.
- B11.3 Separately collected leaf and yard waste may be made available for processing by the successful Proponent. Proponents will be required to identify their capability and interest in processing leaf and yard waste material in addition to Green Cart material. Proponents will also be requested to identify their ability to manage other materials that are not currently being proposed for acceptance in the Green Cart program per B3.11, and to identify incremental costs associated with managing such materials.
- B11.4 The successful Proponent will be required to secure all required rights for their proposed processing technology and ancillary technologies, over the full term of the Contract. They will be responsible for using qualified professionals which meet contractually required experience metrics to lead, design, construct, operate and maintain the project, and to achieve regulatory compliance.
- B11.5 The City and the successful Proponent will negotiate a processing fee (price per tonne) for Green Cart materials and any other organic materials directed to the OWPS facility, with appropriate annual adjustments, over the term of the Contract.
- B11.6 The successful Proponent will be wholly responsible for the design and construction of the OWPS facility and OWPS facility operations and maintenance, including management of all potential impacts to the environment (including emissions), management of traffic and handling of Green Cart collection vehicles, and site maintenance.
- B11.7 The successful Proponent will be responsible for identifying end markets for all Beneficial Use and energy products generated by the OWPS facility which would include (but not be limited to): organic slurry, compost, fertilizer, soil amendments, digestate, biogas, power, and all other end materials or by-products including environmental benefits/credits. The successful Proponent will be responsible for the marketing and management of facility products/by-products, including meeting all product quality requirements and the measurement and certification of environmental credits. The successful Proponent shall have sole responsibility for these materials and will be responsible for all costs associated with the marketing and management of the products/by-products. The City shall have the right to audit and inspect how products and by-products are managed and marketed.
- B11.8 Should the successful Proponent propose to develop an OWPS facility on City-owned land, the following Contract provisions would apply:
- (a) The City will enter into a leasing agreement with the successful Proponent related to the use of the lands during the Contract term.
 - (b) The successful Proponent must agree to set aside Financial Assurance of sufficient value to address the decommissioning of the facility; clean up of the site; the analysis, transportation and disposal of all quantities of waste permitted on-site at any one time; and for any security and monitoring activities after closure. Periodic re-evaluation of Financial Assurance amounts over the term of the Contract will be required, considering information related to environmental conditions of the Site (e.g. review of closure plans, annual reports, actions to address spills etc.).

- (c) All plans, approaches and agreed to protocols with the City related to the management of odour, dust, traffic, noise and vibration, nuisances will need to consider the relationship between the OWPS facility to other operations on City-owned land.
 - (d) The successful Proponent will be responsible for all site maintenance to ensure operations continue as Contractually required, and to provide a continuity of care for infrastructure on City lands.
 - (e) The successful Proponent will be responsible for decommissioning the facility at the end of the Contract with the City. The objective of the decommissioning will be to achieve a decommissioned state during which all operations will cease, and equipment and systems will be shut down and cleaned, rendering the facility devoid of hazardous conditions, including any chemical, physical or airborne conditions. The successful Proponent will need to guarantee a process for decommissioning and removal of equipment and materials to be enacted under the Contract.
- B11.9 The successful Proponent will be required to provide organic waste processing services (OWPS) to the City no later than Q4 2030.
- B11.10 The successful Proponent will be required to ensure that all required permits are in effect to allow for the development and operation of the OWPS facility, including site licensing.
- (a) For development of an OWPS facility on City-owned lands, the successful Proponent will be responsible for all permitting and licenses for the OWPS facility and will be required to coordinate with the City as appropriate. The City would be responsible for seeking any land-use approval including zoning amendments, and the successful Proponent will be responsible to support the zoning process.
 - (b) For development of an OWPS on Proponent-owned lands, the successful Proponent will be wholly responsible for all permitting and licenses, and for land use approvals including zoning.
 - (c) The successful Proponent will be required to meet commitments for outreach to Indigenous groups and Rightsholders, as well as community stakeholders. This would include implementation of proposed contingency plans/communications methods/protocols as identified in the RFP.
- B11.11 The successful Proponent will be required to address requirements for contingency, redundancy and resiliency in the OWPS facility operations in order to minimize service disruptions. The Proponent will be required to have sufficient contingency processing capacity available to address circumstances such as labour action, unanticipated maintenance/repair, unanticipated weather events, etc. The successful Proponent will be expected to have sufficient redundancy integrated into the OWPS facility design to manage variations in feedstock flow from a daily, weekly and seasonal perspective. The OWPS facility will also need to be capable of managing the projected increase in Green Cart tonnages throughout the Contract period.

B12. PROCUREMENT PROCESS

- B12.1 The first stage of the procurement process for the Project is this RFQ. The City intends to invite up to four (4) Proponents to participate in the second stage of the procurement process, the RFP.
- B12.2 Following completion of the RFQ stage, shortlisted Proponents will be invited to provide detailed Proposals in response to an RFP that will be structured following best practices used in procurement of projects of similar scale, scope and complexity in other Canadian jurisdictions. The RFP will include several submission stages related to technical, financial and, if needed, innovation components. The City will evaluate the detailed proposals received from the Proponents based on technical (e.g. facility design) and financial considerations and select the preferred Proponent for the purposes of executing the Contract.
- B12.3 Details on the RFP process will be provided to the qualified Proponents at the completion of the RFQ stage.

- B12.3.1 The RFP will include requirements for the following:
- (a) Performance security in the amount of 50% of the Contract value;
 - (b) Security clearances (criminal record search certification or Winnipeg Police Service background check);
 - (c) Insurance.
- B12.4 A Proposal Submission Fee for proposal development costs will be paid to each of the unsuccessful Proponents who have submitted a responsive proposal to the RFP and have agreed to transfer to the City all intellectual property rights (including waiving of moral rights) contained within the Proponent's proposal.
- B12.5 The successful Proponent will not be paid the Proposal Submission Fee and it is anticipated that the successful Proponent will pay the unsuccessful Proponents.
- B12.6 In the event that the City cancels the current procurement process for any reason, after issuance of the RFP, and after Proponents have incurred significant costs developing their proposals, the City will pay a Break Payment to each such Proponent for proposal development costs provided that the Proponent first submits their proposal development work together with a transfer of all intellectual property rights (including waiver of moral rights).
- B12.7 The amount of the Break Payment will be proportionate to the amount of Work completed and scheduled time expired for the RFP procurement process with maximum possible entitlement where cancellation occurs after final proposals have been submitted at the end of the RFP process.
- B12.8 Upon completion of the RFP stage, the City's Project Team intends to make a recommendation for award of the Contract. Award of the Contract to the recommended Contractor will be subject to final approval.

B13. DISCLOSURE

- B13.1 Various Persons provided information with respect to [this Work](#). In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, available information as a result of contact with these Persons is noted below. Additional information may be made available by the City upon request.
- B13.2 The Persons and information are:
- (a) HDR Corporation – Organics Planning Study (Executive Summary publicly available);
 - (b) Dillon Consulting Limited – Cart Collections Analysis (Summary publicly available);
 - (c) GHD – Market Sounding (Summary publicly available);
 - (d) GHG Accounting Services – Emission/Carbon Credit Analysis.

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Proponents, by responding to this RFQ, 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 employee of the Proponent proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids 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 RFQ process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work 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 Bid, 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 Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the 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 employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work 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 employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, 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. ENQUIRIES

B15.1 All enquiries shall be directed to the Contract Administrator identified in B16.

B15.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an

enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

- B15.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B15.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B15.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B15.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B13 unless that response or interpretation is provided by the Contract Administrator in writing.
- B15.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B16. CONTRACT ADMINISTRATOR

- B16.1 The Contract Administrator is HDR Corporation, represented by:
Janine Ralph, B.Sc.H

Telephone No. 905-380-8568
Email Address: Janine.Ralph@hdrinc.com

B17. ADDENDA

- B17.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B17.2 The 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.
- B17.3 Addenda will be available on the MERX website at www.merx.com.
- B17.4 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.
- B17.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B17.6 Notwithstanding B15, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B16.

B18. CONFIDENTIALITY AND PRIVACY

- B18.1 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 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.
- B18.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B18.3 The Proponent is advised that any information contained in any 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).
- B18.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.
- B18.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.
- B18.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B19. NON-DISCLOSURE

- B19.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B19.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, Contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

B20. NO COLLUSION

- B20.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.
- B20.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision

may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B21. NO LOBBYING

- B21.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B22. ELIGIBILITY

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

B23. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

- B23.1 Qualification Submissions will not be opened publicly.
- B23.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.
- B23.3 The Proponent is advised that any information contained in any Qualification 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).
- B23.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification 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.
- B23.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B24. CITY'S PROJECT TEAM

- B24.1 The City has appointed a Project Team to oversee all aspects of the procurement and construction of the Project.
- B24.2 The Project Team consists of:
- (a) Contract Administrator and Project lead;
- B24.3 The following firms are on retainer to provide specific advice to the Project Team on technical, Project administration and communication issues. The City's advisors are:
- (a) Technical Advisors: HDR Corporation.
- B24.4 No Person retained to advise the City for this Project may participate for or on behalf of any private sector team or private sector team member or provide advice or services in respect of any part of the procurement or submission process for this RFQ or subsequent RFP. Breach of this condition may result in disqualification of the affected private sector team from all further participation in this procurement process and from any entitlement to award of the Contract.

SUBMISSION INSTRUCTIONS

B25. SUBMISSION DEADLINE

- B25.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 28, 2025.
- B25.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B25.1.

B26. QUALIFICATION SUBMISSION

- B26.1 The Qualification Submission consists of the following components:
- (a) Form A: Qualification Submission (Section A);
 - (b) Reference Facility Technical Submission Forms and Attachments (Section B);
 - (c) Proponent Experience Submission (Section C);
 - (d) OWPS Facility Design Overview Submission Forms and Attachments (Section D);
 - (e) Proponent Team Submission (Section E);
 - (f) Financial Capability Submission (Section F);
 - (g) Additional Information Requested by the City (Section G).
- B26.2 The Qualification shall be submitted electronically through MERX at www.merx.com.
- B26.2.1 Qualifications will **only** be accepted electronically through MERX.
- B26.3 All requirements of the RFQ should be fully completed or provided and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B26.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B38.1(a).
- B26.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- B26.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- B26.7 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

B27. FORM A: QUALIFICATION SUBMISSION (SECTION A)

- B27.1 Further to B26.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.
- B27.2 Paragraph 2 of Form A: Qualification Submission 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.

B27.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B27.2.

B27.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B27.4 Paragraph 7 of Form A: Qualification Submission shall be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of 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.

B27.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B27.6 If a Submission 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 Submission, shall be both jointly and several.

**B28. REFERENCE FACILITY TECHNICAL SUBMISSION FORMS AND ATTACHMENTS
(SECTION B)**

B28.1 Further to B26.1(b), the Proponent should complete Forms B-1 through B-10: Reference Facility Technical Submission Forms and Attachments for all applicable reference facilities, making all required entries. The Proponent should complete these forms for two (2) reference facilities, providing a complete set for forms for each facility. At least one of the reference facilities should be located in North America.

B28.2 The Forms should be completed in accordance with the following requirements:

- (a) The reference facility must have processed or currently processes food waste, compostable paper and compostable packaging sourced from residential programs similar to the Green Cart materials as described in B3.9.
- (b) The reference facility must use a similar primary processing technology and similar ancillary technologies to those proposed for the Winnipeg OWPS facility as described in the Proponent's response to B30.
- (c) If the Proponent is a partnership, not all partners need to be involved in each reference facility; however, if a facility is being used for a reference facility, at least one of the project partners needs to have had a role in design, construction, operations & maintenance that is aligned with their responsibilities in the proposed OWPS facility.

B28.3 The Reference Facility Technical Forms require the following information:

- (a) Form B-1 Reference facility identification and contact information;
- (b) Form B-2 Reference facility description;
- (c) Form B-3 Reference facility process narrative;
- (d) Form B-4 Reference facility technology components;
- (e) Form B-5 Reference facility technology vs proposed OWPS facility technology;
- (f) Form B-6 Reference facility feedstock composition;

- (g) Form B-7 Reference facility mass balance;
- (h) Form B-8 Reference facility operating history;
- (i) Form B-9 Reference facility product recovery and marketing;
- (j) Form B-10 Reference facility environmental performance summary – odour, dust, noise, nuisances.

B29. PROPONENT EXPERIENCE SUBMISSION (SECTION C)

B29.1 Further to B26.1(c), the Proponent should submit information regarding the Proponent's experience in sufficient detail for the City to evaluate the qualifications of the Proponent(s).

B29.2 Proponents should provide information regarding a minimum of three (3) Contracts similar in size, scope and complexity to the OWPS project that have been and are currently held by the Proponent team. Proponents may use a reference facility as provided in response to B28 for one or more of these Contracts. For each Contract, responses should identify:

- (a) general information:
 - (i) the type/scope of the Contractual arrangement (deal structure) including facility ownership, design, construction and operations and maintenance responsibilities;
 - (ii) the name of the client/project owner;
 - (iii) facility description including the processing technology and major components of the process including ancillary technologies;
 - (iv) the facility location (surrounding area and neighbours, host municipality, regional/state/provincial government, country);
 - (v) Contract term including start and end date and current status of services provided;
 - (vi) type and tonnages of organic materials managed (including design tonnage, average annual tonnes managed over the term of the Contract);
- (b) scope of design and construction services:
 - (i) describe the role of the Proponent team in project development, design and construction;
 - (ii) identify key challenges and solutions implemented;
 - (iii) describe design and construction schedule, including any variance between estimated and actual schedule;
 - (iv) provide an overview of the utility servicing for the facility, including sewer and water servicing requirements and any approaches applied to reduce demand and discharge requirements (e.g. reuse/recycling of process water, reducing potable/piped water demand, avoiding sewer discharge);
 - (v) provide an overview of the design for facility access, including the location and design approach for positioning of scales, internal and external roads, material receipt areas. Identify maximum queuing and gate-to-gate times;
- (c) permitting and approvals services:
 - (i) describe the permitting and approvals required and obtained to support facility development;
 - (ii) describe the land-use planning/approvals process required and obtained to allow for use of the site;
 - (iii) describe experience engaging with the local community, Indigenous groups and Rightsholders, and other parties during planning/early engagement and subsequently during design and construction.
- (d) scope of operational and maintenance services:
 - (i) describe the role of the Proponent team in operations and maintenance;
 - (ii) provide a brief history of the maintenance program for buildings, equipment, and infrastructure. Identify the age of the facility, current condition of the facility, and

- details regarding any significant equipment replacement and/or upgrades as appropriate;
- (iii) describe process for residue management;
 - (iv) describe how well the facilities have satisfied functional and performance requirements and identify experiences in maintaining facility operations during unexpected events;
 - (v) describe how onsite traffic including curbside collection vehicles is managed;
 - (vi) identify any significant or chronic failures of the process, product and/or energy recovery or environmental control systems;
 - (vii) describe experience in making adjustments during the operational period of the Contract to address changes in legislation and/or applicable guidelines;
 - (viii) describe the relationship with the surrounding community and experience engaging with Indigenous groups and other parties during the operational period.
- (e) scope of managing and marketing Beneficial Use and energy products:
- (i) describe experience generating and marketing Beneficial Use products in solid and/or liquid form that meet mandatory minimum quality requirements within the jurisdiction they were generated. Please note for Beneficial Use products generated in Canada, compliance with the CCME 2010 Compost Guidelines and/or the Fertilizer Act and all other applicable municipal, provincial, and federal regulations;
 - (ii) describe experience in generating and marketing energy related products, and associated carbon offsets and/or equivalent carbon benefits that meet requirements under all applicable municipal, provincial and federal regulations;
- (f) scope of environmental management processes and compliance monitoring programs:
- (i) describe the odour management systems and monitoring process. Identify whether the facility has had odour issues and how those issues were resolved. Describe experience with resolving odour complaints, the communication and tracking process, an understanding of the distance from the facilities to the receptors indicating these complaints, and relevant directives from agencies with jurisdiction;
 - (ii) describe the dust/air management systems and monitoring process. Identify whether the facility has had dust issues and how those issues were resolved. Describe experience with resolving dust complaints, the communication and tracking process, an understanding of the distance from the facilities to the receptors indicating these complaints, and relevant directives from agencies with jurisdiction;
 - (iii) describe the noise and vibration management approach applied during construction and operation of the facility. Identify whether the facility has had noise and vibration issues and how those issues were resolved. Describe experience with resolving noise complaints, the communication and tracking process, an understanding of the distance from the facilities to the receptors indicating these complaints, and relevant directives from agencies with jurisdiction;
 - (iv) describe the approach to management of nuisances and whether the facility has had issues with management of nuisances and how those issues were resolved. Describe experience with resolving nuisance complaints, the communication and tracking process, an understanding of the distance from the facilities to the receptors indicating these complaints, and relevant directives from agencies with jurisdiction;
- (g) provide at least three (3) references from project partners/clients for recent projects similar in size and scope. Each reference should consist of:
- (i) project owner and contact information (name, address, email address, phone number, website address)
 - (ii) project name and location
 - (iii) project description (including commissioning date, years of operation, type of facility, design capacity, current status)
 - (iv) approximate value of the work (\$CDN 2024)

Proponents may reuse references from the reference facilities as provided in response to B28.

B30. OWPS FACILITY DESIGN OVERVIEW (SECTION D)

B30.1 Further to B26.1(d), the Proponent should complete Forms D-1 through D-4: OWPS Facility Design Overview, making all required entries and providing sufficient detail for the City to evaluate the proposed OWPS facility concept.

B30.2 The Forms should be completed to provide the following information:

- (a) Information on who holds the technology rights for the proposed technology and how the rights will be secured for the OWPS facility
- (b) a detailed description of the OWPS processing technology and any ancillary technologies required to support the OWPS operations. This shall include a process narrative as follows:
 - (i) Pre-processing system description including the sequence of operations, type of operation (separation, size reduction etc.), equipment used, throughput capacity (tonnes per hour), temporary storage, characteristics of input and output streams. Explain how the pre-processing system will process all of the organic material received each week on a normal operating schedule;
 - (ii) Processing system description including how the feedstock prepared by pre-processing will be fed to the primary processing system and how each component of the anaerobic digestion or composting system will function to manage this feedstock including sequence of operations, type of unit, equipment used, throughput capacity and quantity and characteristics of the output streams;
 - (iii) Beneficial Use product and energy product system description including the sequence of operations, type of unit (separation, size reduction etc.), equipment used, throughput capacity, and quantities and characteristics of input and output streams;
- (c) A description of the overall OWPS facility including all buildings and supporting infrastructure (e.g. access roads, scales, fencing, stormwater management facilities etc.) including a description of which components of the process would be undertaken indoors or outdoors.
- (d) A description of the approaches that would be applied (design features and operational measures) to prevent or minimize issues associated with odour, dust (and other air emissions), noise and nuisances during operation.
- (e) Information on the permitting approach, community engagement and Indigenous engagement that would be applied to support the OWPS facility development.
- (f) A description of utility service needs (water, sewer, natural gas, electricity).
- (g) the proposed design capacity for the OWPS facility including:
 - (i) maximum annual tonnes during operation over the term of the Contract (from commissioning through to the end of the Contract term)
 - (ii) capacity of highest capacity pre-processing system line
 - (iii) capacity of highest capacity processing line
 - (iv) estimated outputs for all Beneficial Use products, energy products and residue, per tonne of organic feedstock
- (h) the proposed techniques for managing unacceptable materials and contamination, including the rejection process and ability to manage up to 7% of acceptable contamination.
- (i) the projected residue rate based on the City's Green Cart material characterization, description of anticipated residue type(s), and description of how residue(s) will be managed.

B31. PROPONENT TEAM SUBMISSION (SECTION E)

- B31.1 Further to B26.1(e), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent's team by providing information regarding the Proponent team organization and key staff members.
- B31.2 Provide a description of the Proponent team organization, management approach and plan for OWPS facility implementation, identifying the roles and functions of the proposed Project Lead, Designer, Constructor, Technology Provider, and the Operations and Maintenance Provider. Information to be provided includes:
- (a) a brief description of the Proponent team;
 - (b) identification of each party assuming each of the following roles in the development and operation of the OWPS facility: Project Lead; Technology Provider; Designer, Constructor and Operations and Maintenance Provider. Any party may assume more than one of these roles in the Proponent team;
 - (c) for each member of the Proponent team, identify the full legal name, ownership information, corporation or partnership number, the number of years in operation and the date and jurisdiction of incorporation or establishment. Proponents shall identify and provide particulars of any Proponent team member which intends to form a special purpose company to assume the role of Project Lead. Where a Proponent team member is a partnership or Joint Venture, the foregoing information should be provided in relation to each partner or Joint Venture member;
 - (d) for each member of the Proponent team, identify the jurisdictions in which the member is active, number of employees, scale of current operations and list of any litigation in the past five years related to their role in the team;
 - (e) details on how the Proponent team plans to successfully deliver the Project. This should include:
 - (i) an overview of the roles and responsibilities of each party through the stages of OWPS facility development and operations. Describe how the Proponent team roles would be integrated from the outset, and how they would transition from the construction to the operational phase
 - (ii) an overview of how the Proponent team would address scheduling, communications, project management and quality management
 - (iii) an organizational chart indicating all Proponent team member companies and the key staff provided by each team member and any subconsultants as applicable
 - (f) a history of successful projects completed by the Proponent team members together;
 - (g) a minimum of one and a maximum of three references for each Proponent team member for recent project work similar in size and scope. Each reference should consist of:
 - (i) project owner and contact information (name, address, email address, phone number, website address)
 - (ii) project name and location
 - (iii) project description (including commissioning date, years of operation, type of facility, design capacity, current status)
 - (iv) approximate value of the work (\$CDN 2024)
 - (v) role of the Proponent team member(s)
- Proponents may reuse references from the reference facilities as provided in response to B28.
- B31.3 Provide a description of the Proponent team key staff, to demonstrate that these key staff have 10 years of relevant experience to support their role in the OWPS project.

- (a) the description of key staff member experience including education, current accreditation, previous and current employment history and job functions demonstrating experience in filling a similar role to that proposed for the OWPS project, for staff in the following roles;
 - (i) Project Lead
 - (ii) Facility Technology Provider Lead
 - (iii) Facility Design Manager
 - (iv) Construction Manager
 - (v) Operations and Maintenance Manager
 - (vi) Beneficial Use Product Marketing and Certification Manager
 - (vii) Environmental/Permitting Manager
- (b) a statement that the key staff members as identified in this RFQ submission, will be available for the RFP submission;
- (c) a minimum of one and a maximum of three references for each key staff member for recent project work similar in size and scope. Each reference should consist of:
 - (i) project owner and contact information (name, address, email address, phone number, website address)
 - (ii) project name and location
 - (iii) project description (including commissioning date, years of operation, type of facility, design capacity, current status)
 - (iv) role of the key staff member

Proponents may reuse references from the Reference Facilities as provided in response to B28.

B32. FINANCIAL CAPABILITY SUBMISSION (SECTION F)

B32.1 Further to B26.1(f), the Proponent should submit information in sufficient detail for the City to evaluate the financial strength of the Proponent team members or their parent companies as applicable:

- (a) Provide an overview of the Proponent team members financial obligations that are expected in order to successfully deliver the OWPS project;
- (b) For those Proponent team members that would have financial obligations which is anticipated to include one or more of the Project Lead, Project Constructor and Project Operations and Maintenance Provider, provide one or more of the following documents indicating that they have the financial strength to address that obligation as identified in response to B32.1 (a):
 - (i) financial statements for the last two years, where available;
 - (ii) letters of reference from funding sources such as banks or other licensed financial institution, where available;
 - (iii) current credit rating reports, where available;
 - (iv) any other financial documentation that the Proponent team members are able to provide to indicate their ability to meet their potential financial obligations.
- (c) Information regarding any committed projects that are planned to occur over the period from 2024 to 2029, that would draw upon the financial capacity of the Proponent team.

B32.2 The City recognizes the sensitivity of the Proponent team members' financial statements. Proponents may clearly mark their response to B32 as "Confidential – Financial Statements".

Proponents may also complete the Non-Disclosure Agreement included in Appendix A and submit it to the City for execution prior to providing the requested Financial Information.

B32.3 The City will request more detailed Financial information from Proponents at the RFP stage to evaluate qualifications.

B33. ADDITIONAL INFORMATION REQUESTED BY THE CITY (SECTION G)

- B33.1 Further to B26.1(g), the City is requesting additional information which will not be used to evaluate the Proponent's submission, but which will be used to inform development of the subsequent RFP for the OWPS facility. Proponents are requested to provide the following:
- (a) Indication if the Proponent intends to propose development of an OWPS facility on City-owned or Proponent-owned land. If on Proponent-owned land, information regarding the potential location under consideration for development of an OWPS is requested.
 - (b) If the Proponent indicates that it intends to propose development of an OWPS facility on City-owned land, and if the Proponent has signed a non-disclosure agreement with the City and received site information per B3.16, please comment on the following:
 - (i) the potential area of land available at the sites for development of an OWPS to address all indoor and outdoor operations and ancillary support facilities and/or functions given the Proponent facility design per B30;
 - (ii) accessibility of the site(s);
 - (iii) suitability of servicing (power, wastewater, water) given the Proponent facility design per B30;
 - (iv) any other potential site considerations.
 - (c) A conceptual service delivery schedule proposed to meet the Green Cart implementation timeline as indicated in B9. Indicate the potential timeline for commissioning of the proposed OWPS facility to be complete and full capacity to be available.
 - (d) A description of any potential opportunities for revenue sharing for income potentially derived from energy (biogas, RNG, other) and/or GHG/Carbon credits, shared Beneficial Use materials marketing or other opportunities which could reduce/control processing fees;
 - (e) A description of the Proponent's experience regarding the impact of bi-weekly garbage collection approaches on the quality and quantity of residential source separated organic materials.

B34. UNFAIR LABOUR PRACTICES

- B34.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(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> conventions as ratified by Canada.
- B34.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, 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.
- B34.3 Upon request from the Contract Administrator, the Contractor 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.).
- B34.4 Failure to provide the evidence required under B34.3, may be determined to be an event of default in accordance with C18.
- B34.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the 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.

- B34.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor'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.
- B34.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with B34.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- B34.5.3 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 Contractor 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.

B35. SUBSTITUTIONS

- B35.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B36. NON-CONFORMING SUBMISSIONS

- B36.1 Notwithstanding B26.1, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:
- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
 - (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.
- B36.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.
- B36.2 If the requested information is not submitted by the time specified in B36.1.1, the Submission will be determined to be non-responsive.

B37. PROPONENT'S COSTS AND EXPENSES

- B37.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

B38. EVALUATION CRITERIA

- B38.1 Proponents will have their Submissions evaluated in accordance with the criteria and weighting factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
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(a) Conformance to Mandatory Requirements or acceptable deviation therefrom. (i) Complete Form A (Section A)	Pass/Fail
(b) Reference Facility Technical Submission (Section B) (i) Reference Facility #1; (ii) Reference Facility #2;	Total Weighting: 24 (i) 12 (ii) 12
(c) Proponent Experience (Section C) (i) General information; (ii) Design and Construction; (iii) Operation and Maintenance; (iv) Beneficial Use; (v) Permitting, Environmental Management Processes and Compliance Monitoring;	Total Weighting: 24 (i) 8 (ii) 4 (iii) 4 (iv) 4 (v) 4
(d) OWPS Facility Design Overview (Section D) (i) OWPS Facility Process; (ii) OWPS Facility Technology & Mass Balance; (iii) Schedule.	Total Weighting: 24 (i) 10 (ii) 10 (iii) 4
(e) Proponent Team Submission (Section E) (i) Experience/Quality of the Proponent Team; (ii) Experience/Quality of the Key Staff;	Total Weighting: 24 (i) 12 (ii) 12
(f) Financial Capability Submission (Section F) (i) Financial submission for each member of the Proponent team	Total Weighting: 4 (i) 4
(g) Additional Information Requested by the City (Section G)	Not Evaluated
Total Weighting	100

- B38.2 Further to B38.1(a) and B36, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B38.3 Further to B38.1(b), Reference Facility technical information shall be evaluated considering the information submitted in reference to the content in Forms B-1 through B-10, in accordance with B28.
- B38.4 Further to B38.1(c), Proponent experience shall be evaluated considering the information submitted in reference to Contracts similar in size, scope and complexity to the OWPS project including references submitted, in accordance with B29.
- B38.5 Further to B38.1(d), the OWPS facility design shall be evaluated considering the information submitted in reference to the Proponent's proposed OWPS facility concept, in accordance with B30.

- B38.6 Further to B38.1(e), the Proponent team shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, key team members and references submitted, in accordance with B31.
- B38.7 Further to B38.1(f), the financial capability of the Proponent shall be evaluated considering the information submitted regarding the Proponent's financial capability, in accordance with B32.
- B38.8 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.
- B38.9 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of their team.
- B38.10 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.
- B38.11 Further to B38.3 through B38.7, a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 60% of the points for each category.

B39. NO CONTRACT

- B39.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no Contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B39.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their Contract Administrator, amend any dates, schedules, limits and Scope of Work and any Contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B39.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B39.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B39.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B39.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.