



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 10-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
COMPREHENSIVE INTEGRATED WASTE MANAGEMENT STRATEGY 5-YEAR
REVIEW**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR COMPREHENSIVE INTEGRATED WASTE MANAGEMENT STRATEGY 5-YEAR REVIEW

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 27, 2017.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Form 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.
 - (e) Form P: Person Hours in accordance with B11.5
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should 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 demonstrates the principals of waste reduction, and provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

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

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

B6.10 Proposals shall be submitted to:

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

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

B7. PROPOSAL (SECTION A)

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

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

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

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

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

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

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

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

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

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and each Subconsultant in developing waste management strategies, reviewing waste management utilities, and developing public engagement strategies on up to three 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 project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Identify the following Key Personnel assigned to the Project (as applicable):
- (a) Project Manager;
 - (b) Senior Reviewer(s);

- (c) Discipline Leads; and
- (d) Key Technical Staff

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 Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in their discipline, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B10.4 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 person. For other projects provide the following:

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

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

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

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D3.1.

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

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of Winnipeg's integrated solid waste management system;
- (c) the proposed Project budget;
- (d) the City's Project methodology with respect to the information provided within this RFP;
- (e) the frequency and duration of all travel required for the project; and
- (f) any other issue that conveys your team's understanding of the Project requirements

B11.5 The Proposal should include Form P: Person hours for all disciplines and or phases identified in D3.1 Scope of Services.

- (a) For each person identified as Key Personnel in your submission, and for additional support staff, list the estimated hours to be dedicated to the Project on Form P: Person Hours. Additional support staff for each discipline area may be aggregated into a single column.

B11.5.1 The total Fees on Form P: Person Hour should match Fees submitted in response to B8.

B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.4(a).

B12. PROJECT SCHEDULE (SECTION F)

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

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

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

B13. DISCLOSURE

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

- B13.2 The Persons are:

- (a) Stantec Incorporated – Comprehensive Integrated Waste Management Plan (2011)
- (b) HDR Corporation – Organics Diversion Strategy and Multi-family Diversion Strategy
- (c) First Person Strategies – Waste and Diversion Advisory Committee, public engagement Organics Diversion Strategy.

B14. QUALIFICATION

- B14.1 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;

- B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised 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).

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

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

B19. NEGOTIATIONS

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

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

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

B20. EVALUATION OF PROPOSALS

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

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

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

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

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.

- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Justin Lee MCIP, RPP

Telephone No. (204) 986-2017

Email Address: justinlee@winnipeg.ca

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

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

D3. BACKGROUND

D3.1 The SWS Division was instructed by Council on June 23, 2010 to undertake a comprehensive waste management strategy. On October 3, 2011, Council adopted the Comprehensive Integrated Waste Management Strategy (CIWMS), a.k.a. Garbage and Recycling Master Plan (GRMP), which consisted of 30 recommendations in order to achieve a greater than 50% waste diversion rate. Implementation of CIWMS began in 2012 and is currently ongoing. For further clarity:

- (a) CIWMS refers to the overall program adopted by Council
- (b) CIWMP refers to the report prepared by Stantec Inc.

D3.2 Information on the CIWMS and related initiatives can be found online at the following URLs:

- (a) CIWMS as adopted by Council:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=11373&SectionId=293000&InitUrl=/DMIS/Documents/c/2011/m11373>
- (b) CIWMS annual reports:
 - (i) 2013:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=13465&SectionId=366071&InitUrl=/DMIS/Documents/c/2014/m13465>
 - (ii) 2014:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=14316&SectionId=407876&InitUrl=/DMIS/Documents/c/2015/m14316>
 - (iii) 2015:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=15404&SectionId=437251&InitUrl=/DMIS/Documents/ww/2016/m15404>
 - (iv) 2016:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=16325&SectionId=471779&InitUrl=/DMIS/Documents/c/2017/a16325>
- (c) Draft of the CIWMP: <https://wwdengage.winnipeg.ca/wp-content/uploads/2011/08/CIWMP-Final-Report-August-2011-DRAFT.pdf>
- (d) Waste and Diversion Advisory Committee: <http://wwdengage.winnipeg.ca/grmp/wdac/>

- (e) GRMP public engagement: <https://wwdengage.winnipeg.ca/grmp/>
- (f) Solid Waste By-law No. 110/2012:
<http://clkapps.winnipeg.ca/dmis/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=5822>
 - (i) By-law No. 152/2012:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=12368&SectionId=328355&InitUrl=/DMIS/Documents/c/2012/m12368>
 - (ii) By-law No. 22/2015:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=14065&SectionId=391374&InitUrl=/DMIS/Documents/c/2015/m14065>
- (g) Brady Road Resource Management Facility
 - (i) Environment Act Licence:
<http://www.winnipeg.ca/waterandwaste/pdfs/garbage/bradyLicence.pdf>
 - (ii) 2014 Annual Report:
http://www.winnipeg.ca/waterandwaste/pdfs/garbage/reports/BRRMF/2014_annual_report.pdf
 - (iii) 2015 Annual Report:
http://www.winnipeg.ca/waterandwaste/pdfs/garbage/reports/BRRMF/2015_annual_report.pdf
 - (iv) 2016 Annual Report:
http://www.winnipeg.ca/waterandwaste/pdfs/garbage/reports/BRRMF/2016_annual_report.pdf
- (h) OurWinnipeg: <http://winnipeg.ca/interhom/CityHall/OurWinnipeg/>
- (i) Winnipeg's 2011 Community Greenhouse Gas Inventory and Forecast:
<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=15668&SectionId=448332&InitUrl=/DMIS/Documents/ww/2016/m15668>

D3.3 On March 22, 2017 Council adopted the recommendation that the Winnipeg Public Service undertake a review of the CIWMS and report back to Council in 2018.

<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=16032&SectionId=462208&InitUrl=/DMIS/Documents/c/2017/m16032>

D3.4 On April 14, 2016, Council adopted the following recommendations:

1. *That the Winnipeg Public Service be directed to:*
 - a. *Immediately conduct a comprehensive review of the existing autobin garbage/recycling program as approved by Council in the CIWMP 2011 report and report back to Council before the last Council meeting of 2016. The said review shall include a full analysis of the existing program, failures to meet promised levels of service, as well as comprehensive recommendations and steps required, that are fully costed, to improve the existing program/service;*
 - b.
 - i. *Develop a broader public consultation plan for opportunities for organic programs in Winnipeg.*
 - ii. *Consult with the newly created Climate change working Group to explore funding partnerships and opportunities.*
 - iii. *Report back to the Standing Policy Committee on the above in 120 days.*
 - c. *Develop a City Wide program to reduce organics waste from commercial, industrial and institutional waste and report back to Council in 180 days;*
 - d. *Develop a City Wide organic diversion program that would be community based and work with existing not-for-profit groups and organizations and report back to Council in 180 days;*

- e. *Improve the existing program of subsidized organic bins for Winnipeg residents, by reviewing and potentially increasing the bin cost subsidy, increasing the times and locations when bins will be made available, and by increasing the options for the type of models of compost bins being made available at the subsidized rate, and report back to Council in 180 days.*
- f. *That the City School Board Liaison be authorized, in consultation with city staff, to discuss with Winnipeg Area School Boards a potential organics collection program.*

D3.5 On October 26, 2016, Council awarded the contract for the Integrated Solid Waste Collection in the City of Winnipeg – Request for Proposal No. 302-2016 to GFL Environmental Inc (Area Two), and Miller Waste Systems Inc (Area One) for the period of October 1, 2017 to January 31, 2025. This report is available at:

<http://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=15667&SectionId=453005&InitUrl=/DMIS/Documents/c/2016/m15667>

- (a) Further to the award of the integrated solid waste collection contracts, Council also adopted:

3. That the Winnipeg Public Service enter into discussions, including potential revisions to the Collective Agreement, with the Canadian Union of Public Employees to explore whether the City could deliver garbage and recycle collection at a cost comparable to private sector service providers, in order to create an innovative option whereby City of Winnipeg collection contracts (such as multi-family garbage and recycling collection and/or a potential compost pilot project) could be awarded in-house in the future. The City has five collection contracts expiring 2017 (bulky waste), 2018 to 2023 (bin collection)

D3.6 The SWS Division and Water and Waste Department provide numerous internal and external-facing solid waste management services for the city of Winnipeg and its residents. These services include, but are not limited to:

- (a) residential collection of garbage, recycling, and yard waste from single family and multi-family properties;
- (b) collection of waste from City facilities;
- (c) collection of waste from a limited number of ICI properties;
- (d) collection of bulky durable and white goods;
- (e) operation of the BRRMF which includes waste disposal, special waste disposal, leaf and yard waste composting, wood chipping, biosolids composting, landfill gas and leachate systems, environmental monitoring and compliance programs, and Environment Act compliance;
- (f) development of waste processing and disposal infrastructure, including design and construction, and engineering studies;
- (g) operation of 4R Winnipeg, community recycling, and Christmas Tree recycling depots;
- (h) processing and marketing of recyclable material;
- (i) environmental monitoring and perpetual care of Winnipeg's 33 closed landfills;
- (j) planning (policy and land use);
- (k) communication, education, and enforcement;
- (l) cart management; and
- (m) utility billing.

D3.7 Operating and capital budgets for the SWS Utility can be found within:

- (a) 2017 Adopted Budget: Operating and Capital Volume 2:
http://www.winnipeg.ca/finance/files/2017AdoptedBudgetOperatingAndCapital_Volume2.pdf

- (b) 2017 Adopted Budget Capital Project Detail Volume 3:
http://www.winnipeg.ca/finance/files/2017AdoptedCapitalBudget_Volume3.pdf

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of conducting a review and update to CIWMS in accordance with the following:
- (a) Project Management
 - (b) Review of CIWMS implementation, goals and timelines as adopted by Council in 2011
 - (c) Review of current operations, contracted services, and service levels
 - (d) Development of updated goals and implementation strategy for CIWMS
 - (e) Organics Diversion
 - (f) Development of a public engagement strategy
 - (g) Report on carbon pollution pricing mechanisms
- D4.2 For greater clarity, the scope of this Contract:
- (a) Shall encompass all aspects of the integrated solid waste management services provided by the SWS Division;
 - (b) Excludes public engagement activities except for the development of the strategy identified in D4.9;
 - (c) Shall encompass the period from the adoption of CIWMS to December 31, 2016; and
 - (d) Shall be based on and provide an update to the existing CIWMP.
- D4.3 Format and deliverables
- (a) The final report shall include a plain-English executive summary.
 - (b) The final report and appendices shall be supplied electronically in both Microsoft Word and PDF formats, and as eight (8) physical copies.
 - (c) All charts and graphs in the final report shall be supplied with their underlying tabular data in Microsoft Excel format.
- D4.4 Project management
- (a) The Proponent shall be responsible for organizing, chairing, and providing minutes and agendas for project meetings.
- D4.5 Review of CIWMS implementation, goals and timelines as adopted by Council in 2011
- (a) Provide a review on the implementation status of the 30 recommendations in the CIWMS.
 - (b) Assess the performance of the current solid waste management system against the projections adopted in CIWMS and identified in CIWMP.
 - (c) Assess the GHG emissions of the current solid waste management system against pre-CIWMS levels.
 - (d) Review waste diversion targets, programs, services, and timelines as to their appropriateness and sustainability.
 - (e) Review communication, education, and public engagement activities.
- D4.6 Review of current operations and programs, contracted services, and service delivery.
- (a) Review current levels of service, system performance, workflow processes, and SWS Division resources as it relates to the goals identified in CIWMS, and in meeting the needs of residents. The review must also address:
 - (i) Trends, challenges, and successes of current service delivery; and
 - (ii) How geography, urban form, and demographics affect service delivery.

- (b) Develop recommendations for service delivery goals (e.g., collection deficiencies) based on best practices and an inter-jurisdictional review.
- (c) Develop recommendations for improving program participation and performance.
- (d) Provide a comparison with other municipalities as to their:
 - (i) services offered, service levels, diversion performance, utility funding structure for each service area, and waste management regulatory mechanisms; and
 - (ii) organizational structures, including complement, scope of responsibilities, and best practices.
- (e) Rationalize the geographic location of potential future waste management infrastructure, (e.g., material recovery facility or high-rate compost facility) within the context of integrated waste collection, processing, and management planning.
- (f) Develop a technical memo providing an inter-jurisdictional review of municipalities that provide solid waste collection services through a combination of contracted and municipal forces. Identify how the programs are structured, and their quantifiable benefits and challenges.
- (g) Review and develop recommendations on the Waste Diversion Fee, utility charges, and other revenue streams as to their applicability and ability to fund approved programs.
- (h) Identify current trends, risks and opportunities affecting municipal solid waste utilities that are applicable to Winnipeg. Provide recommendations to address these risks and opportunities. This includes, but is not limited to:
 - (i) Internal and external revenue sources;
 - (ii) Market conditions;
 - (iii) Regulatory environments;
 - (iv) Social changes; and
 - (v) Technological and industry changes.

D4.7 Development of updated goals and implementation strategy for CIWMS, including:

- (a) Development of new short-term (5-years) and mid-term (10-year) goals based on the reviews undertaken in D4.5 and D4.6, and any additional planning, strategy, and study documents undertaken since the adoption of CIWMS;
- (b) Detailed implementation plans, identifying timelines, resources required, and environmental impacts (e.g., diversion potential, GHG production) for the short-term goals;
- (c) Conceptual implementation plans, identifying timelines, resources required, and environmental impacts for the mid-term goals;
- (d) Develop recommendations for communication, education, and public engagement strategies. Identifying timelines, resources required, and potential impacts;
- (e) Develop recommendations for funding approaches and timelines.
- (f) Goals and implementation plans are to be aligned with OurWinnipeg, and Corporate and Community climate strategies/plans as applicable; and
- (g) Provide updated residential, ICI, and CRD waste quantities and projections.

D4.8 Organics Diversion

- (a) Prepare a desktop report on currently available federal and provincial funding sources, including project requirements, for solid waste diversion infrastructure in Canada.
- (b) Prepare a desktop case study of municipal/regional waste diversion infrastructure in Canada previously funded through agreements, including public private partnerships, with provincial and federal governments.
- (c) Prepare a desktop case study of significant national and international food waste reduction and avoidance initiatives that have potential for the Winnipeg context.

- (d) Using existing literature and Winnipeg waste audit data, quantify organic waste generation from residential and ICI sources, further contextualizing it within the food waste supply chain.
- (e) Develop recommendations for Winnipeg to address organic waste from both ICI sources and through a community-based residential program. Recommendations shall:
 - (i) Identify post-consumer and pre-consumer opportunities.
 - (ii) Identify timelines, resources required, and environmental impacts (e.g., diversion potential, GHG production).

D4.9 Development of a public engagement strategy that at minimum:

- (a) Addresses organic waste diversion;
- (b) Identifies any additional public engagement needs;
- (c) Considers best practices and the IAP2 Principles for Public Participation;
- (d) Identifies engagement goals, outcomes, timelines, and resources required;
- (e) Identifies potential stakeholders, and their interests and perspectives; and
- (f) Identifies potential engagement tactics and their application.

D4.10 Report on carbon pollution pricing mechanisms

- (a) Prepare a desktop report on the global implementation of carbon pollution pricing mechanisms and climate change legislation that applies to solid waste management infrastructure, with a primary focus on jurisdictions most relevant to Winnipeg's context. The review shall identify benefits and challenges associated with the implementation of these mechanisms in different jurisdictions. Areas of focus shall include, but are not limited to:
 - (i) Transportation fuels;
 - (ii) LFG capture and flaring systems;
 - (iii) LFG to energy;
 - (iv) Composting; and
 - (v) Waste to Energy.
- (b) Advise on the financial and operational impact of Manitoba's carbon pollution pricing mechanism or the Federal Carbon Pricing Backstop to the SWS Division as applicable. Manitoba's carbon pollution pricing mechanism is currently under development.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "BRRMF" means Brady Road Resource Management Facility
- (b) "CIWMP" means Comprehensive Integrated Waste Management Plan
- (c) "CIWMS" means Comprehensive Integrated Waste Management Strategy
- (d) "CRD" means construction, renovation, and demolition
- (e) "GRMP" means Garbage and Recycling Master Plan
- (f) "ICI" means institutional, commercial, and industrial
- (g) "LFG" means landfill gas
- (h) "SWS" means Solid Waste Services

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate.

D7.2.1 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.

D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).

D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified

in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.

- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 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.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by November 1, 2017.

D9. CRITICAL STAGES

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Total Completion – June 30, 2018