



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 388-2019

**SOLID WASTE PROGRAM MANAGEMENT TEN YEAR FINANCIAL PLAN AND
UTILITY RATE MODEL**

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 SOLID WASTE PROGRAM MANAGEMENT TEN YEAR FINANCIAL PLAN AND UTILITY RATE MODEL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 31, 2019.

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

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

B3. ENQUIRIES

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

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

B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Sub consultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and four (4) 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 provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal will be evaluated in accordance with B21.1(a).

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

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

B6.10 Proposals shall be submitted to:

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

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

B7. PROPOSAL (SECTION A)

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

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

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

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

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

B7.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:

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

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

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

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee in Canadian dollars 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 Sub consultants in the following:
 - (i) Preparation of long term financial plans for municipal solid waste utilities, including operations and capital projects;
 - (ii) Evaluation and assessment of different municipal solid waste utility funding models;
 - (iii) Design and implementation of a rate model that is currently in use at other municipalities that are similar in size and scope to this work;
 - (iv) Demonstrated ability to perform the technical work to build a rate model and also advise the Department regarding public engagement requirements, legal and regulatory rulings on utility billing methods, common practice in other utilities and recent advances in rate study methodologies;
 - (v) Best practices in project management;
 - (vi) Regular communication to stakeholders.
- 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 Sub consultant 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 Sub consultants.

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 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. Specifically, provide reference to the experience identified in B9.1 Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design 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.

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

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

B10.4 For each person assigned to the project, confirmation of availability during the required timeframe.

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 D4.

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 City of Winnipeg, Solid Waste Services operations and the objectives of the financial plan and utility rate model as identified in D3.
- (b) The team's understanding of relevant regulations, best practices, and industry guidelines for rate setting.
- (c) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (d) 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 D4 Scope of Services.

B11.5.1 The total Fees on Form P: Person Hours 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 B11.5.

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.
- B12.3 The schedule should include milestone payments. The implemented payment schedule will be upon acceptance for defined milestone as specified in D8.

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) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B14.3 In connection with its Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and

- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

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

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

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

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

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Sub consultant (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>

B15.3 The Proponent and/or any proposed Sub consultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for 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) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (e) upon request of the Project Manager, provide the Security Clearances as identified in PART E - .

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Sub consultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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

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

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

B17. IRREVOCABLE OFFER

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

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

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

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

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

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Sub consultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Sub consultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in D4.4, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.8 Further to B21.1(d), Experience of Proponent and Sub consultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.9 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Sub consultant personnel on Projects of comparable size and complexity, in accordance with B10
- B21.10 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.12 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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:

Melissa Bunkowsky, CPA, CGA
Assistant Controller

Telephone No. 204-986-2342
Email Address: mbunkowsky@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 Solid Waste Services (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 multifamily properties;
- (b) collection of waste from City facilities;
- (c) collection of waste from a limited number of Industrial Commercial Institutional (ICI) properties;
- (d) collection of bulky durable and white goods;
- (e) operation of the Brady Road Resource Management Facility (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 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.

D3.2 On October 19, 2011, City Council approved the Comprehensive Integrated Waste Management Strategy (CIWMS) in order to achieve a greater than 50% waste diversion rate for Winnipeg. In 2017, City Council requested that the Public Service undertake a review of the

CIWMS. The review is expected to be reported to Council in Q2 2019. Information on the CIWMS and related initiatives can be found online at the following URLs:

- (a) CIWMS as adopted by Council:
 - (i) [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20111019\(RM\)C-60](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20111019(RM)C-60)
- (b) CIWMS annual reports:
 - (i) 2013: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20140326\(RM\)C-65](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20140326(RM)C-65)
 - (ii) 2014: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20150429\(RM\)C-37](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20150429(RM)C-37)
 - (iii) 2015: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20160621\(RM\)WW-3](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20160621(RM)WW-3)
 - (iv) 2016: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20170719\(RM\)C-134](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20170719(RM)C-134)
 - (v) 2017: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20181213\(RM\)C-52](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20181213(RM)C-52)

D3.3 In 2017, the residential waste diversion rate was 32.1%. This has been achieved by the Public Service delivering the majority of recommendations in the 2011 CIWMS. Since 2011, the following service enhancements have been implemented:

- (a) Automated garbage and recycling cart collection system;
- (b) Expansion of recycling processing capacity;
- (c) Seasonal bi-weekly leaf and yard waste collection;
- (d) Construction of a leaf and yard waste composting facility; and
- (e) Opening of three 4R Winnipeg Depots.

D3.4 The Brady Road Resource Management Facility (BRRMF) is the City of Winnipeg's only active landfill. It occupies an area of over 700 hectares and has a remaining capacity of approximately 100 years. In 2017, the facility managed over 650,000 tonnes of material, approximately half of which was disposed. In 2013, an Environment Act Licence for the BRRMF was issued. Since then, significant capital investment has been made at the BRRMF, including:

- (a) construction of engineered disposal cells;
- (b) a landfill gas capture and flaring system; and
- (c) upgrades to roadways, leachate collection, and surface water management system.

D3.5 The 2019 Adopted Budget for the Solid Waste Utility proposed an annual deficit of approximately \$7.1M, \$3.7M and \$1.9M deficit respectively for the years 2019 to 2021, suggesting the existing model is failing to support growing diversion programs. In order to move forward to achieve the desired waste diversion rate of 50%, the Solid Waste Utility must first demonstrate a sustainable financial plan to fund all existing Solid Waste Collection, Solid Waste Disposal and Recycling and Waste Diversion programs.

D3.6 The ten (10) year financial plan will identify ways to mitigate significant financial risks (e.g. recycling commodity markets), assess current rates and explore sustainable funding models for the Solid Waste Utility including reviewing existing and potential additional reserve funds. The funding models will review various options to the funding model and determine which model is the most suitable for the City of Winnipeg.

D3.7 The objectives to be addressed in the Proposal are the high level drivers of the project. The success of the project will be measured by meeting all stated objectives as follows:

- (a) Meet the functionality items listed in the scope (D4);
- (b) Provide utility model structures for Solid Waste Collection, Solid Waste Disposal, Recycling and Waste Diversion based on best practices for the waste management industry;
- (c) Provide a cost of service rate analysis;
- (d) Recommend a utility model structure and optimal rate(s) that:
 - (i) Addresses the main objectives of the rate study as articulated in D4.2;
 - (ii) Provides analyses of available alternative rate structures (for example, tipping rates, collection rates, waste diversion rates, etc.);

- (iii) Meets the Department's objectives for self-sustainability and promoting waste diversion;
 - (iv) Supports Winnipeg's official plan, OurWinnipeg. (<https://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/>) and Winnipeg's Climate Action Plan (<https://winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/default.stm>)
 - (v) Addresses current and future implementation of the Comprehensive Integrated Waste Management Strategy;
 - (vi) Addresses current and future asset management needs;
 - (vii) Encourage equity among customer classes;
 - (viii) Considers common best practices in the industry and recent advances in rate study methodologies.
- (e) Provide user friendly rate models for rates described in section D4.2(c).
- (f) Provide a ten (10) year financial plan for the Solid Waste Utility that:
- (i) Considers all operating and capital expenditures, use of reserve funds and proposed rate structure, and
 - (ii) Would result in financial stability over the long term.

D4. SCOPE OF SERVICES

D4.1 The Work to be done under the Contract shall consist of:

- (a) A detailed review of the integrated waste management capital and operational programs and reserve funds and the corresponding proposed funding sources;
- (b) A review of various utility model options (i.e. full utility, partial utility, and/or hybrid utility) based on best practices for the municipal waste management industry;
- (c) A cost of services rate analysis for existing and proposed programs;
- (d) Recommend and develop a rate structure that will:
 - (i) Allow for the allocation of revenue requirements based on different customer classes/types;
 - (ii) Allow flexibility to introduce new or specialty rates (e.g. biosolids composting, asbestos disposal, etc.);
 - (iii) Meet the stated objectives listed in D3.7;
- (e) Develop user-friendly rate models;
- (f) Develop a ten (10) year financial plan that will support a sustainable operation over the long term;
- (g) Provide a final report outlining process, findings and recommendations.

D4.2 The process would include but not limited to:

- (a) Analysis of the following:
 - (i) Review financial policies;
 - (ii) Estimated annual operating and maintenance expenditures;
 - (iii) Estimated capital requirements including debt servicing, reserve requirements, closure/post-closure costs, asset replacement, and future environmental liabilities;
 - (iv) Determine operating and capital funding sources and revenue requirements;
 - (v) Refine assumptions on growth and capacity by analyzing population growth, collection, disposal, and diversion tonnages;
 - (vi) Conduct sensitivity analysis;
 - (vii) Assess market impact on rates;
 - (viii) Benchmark proposed rates with other major Canadian cities;
- (b) Cost of service rate analysis would include but not be limited to:

- (i) Identify customer classes;
 - (ii) Identify and allocate annual revenue requirements to different customer classes for solid waste collection, disposal and diversion;
- (c) Design of a rate structure would include but not be limited to:
- (i) Developed fixed and/or variable rates for customer classes where appropriate based on the revenue requirements, taking into account the Department's rate structure objectives and community values such as:
 - (i) Conservation;
 - (ii) Waste diversion;
 - (iii) Revenue stability;
 - (iv) Capital improvement;
 - (v) Fairness and equity;
 - (vi) Economic development;
 - (vii) Affordability.
 - (d) Develop phased rate models that the City can use as a tool to calculate rates for all customer classes in proportion the revenue requirements in each customer class for:
 - (i) Solid waste collection;
 - (ii) Solid waste disposal;
 - (iii) Waste diversion program inducing yard waste collection, residential recycling, composting ,etc.;
 - (iv) Identify implementation constraints;
 - (v) Provide training materials (i.e. User manuals)
 - (e) Develop a ten (10) year financial plan including all applicable rates described in D4.2(c).

D4.3 Detailed Work Schedule

- (a) The Proponent shall provide a detailed work schedule that consists of the following:
 - (i) a critical path method (C.P.M.) schedule for the Work; and
 - (ii) a Gantt chart for the Work based on the C.P.M. schedule all acceptable to the Contract Administrator.
- (b) Further to D4.3(a)(i), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- (c) Further to D4.3(a)(ii), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D4.4 The funds available for this Contract are \$200,000.00

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

D6. INSURANCE

D6.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D6.2 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.
- D6.2.1 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.
- D6.3 The policies required in D6.2(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.
- D6.4 The Consultant shall require each of its Sub consultants to provide comparable insurance to that set forth under D6.2(a) and D6.2(c).
- D6.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Sub consultants, 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 D6.8.
- D6.6 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.
- D6.7 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.
- D6.8 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

D7. COMMENCEMENT

D7.1 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.

D7.2 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 D5;

(ii) evidence of the insurance specified in D6.

(b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D7.3 The City intends to award this Contract by September 30, 2019.

D8. CRITICAL STAGES

D8.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

(a) Total Performance – February 29, 2020.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

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