



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 773-2020**

**PROFESSIONAL CONSULTING SERVICES FOR A COST ESTIMATE FOR AN  
ORGANIC WASTE PROCESSING FACILITY**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR A COST ESTIMATE FOR AN ORGANIC WASTE PROCESSING FACILITY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 18, 2021.

B2.2 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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 MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11;
  - (d) Costing Samples (Section F) in accordance with B12; and,
  - (e) Project Schedule (Section G) in accordance with B13.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).

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

**B7. PROPOSAL (SECTION A)**

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

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

- (a) if the Proponent is a sole proprietor carrying on business in 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

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

- (a) if the Proponent is a sole proprietor carrying on business in 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;
- (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: Bid/Proposal should be entered below such signatures.

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

**B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B8.1.1 **Project Management** in accordance with D4.2, D4.3, D5.4, D5.11 and D5.12.

B8.1.2 **Final Report** in accordance with D5.5 and D5.6.

B8.1.3 **Design Documents and Drawings** in accordance with D5.7 and D5.8.

B8.1.4 **Cost Estimates** in accordance with D5.9.

B8.1.5 **NPV Analysis** in accordance with D5.10.

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 Subconsultants in providing design, operation, maintenance, and cost estimates for *two* organic waste processing facility projects of similar complexity, scope and value. At least one of these projects must have been for a large urban population centre and have had a design capacity of at least 50,000 tonnes per year.
  - (b) Details describing experience with the use of software and databases for the purpose of cost estimating, cost planning and cost management.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project, *including service population, feedstocks processed, and processing capacity;*
  - (b) role of the consultant;
  - (c) project's cost estimate value and the associated costing accuracy. Indicate the level of design information available at the time the costing services were performed. Indicate the level of detail provided in the cost estimate including the number of costing lines and the sources of the costing lines;
  - (d) Provide related information to help disclose the relevance of the costing performed;
  - (e) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
  - (f) project owner and *ownership model, and procurement strategy;*
  - (g) 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. Describe project team communication strategies and methodologies.
- B10.2 Identify the following Key Personnel assigned to the Project:
- (a) project manager;

- (b) lead process professional;
- (c) lead structural professional;
- (d) lead civil/roadwork professional;
- (e) lead electrical professional;
- (f) quantity surveyor/estimator for each discipline

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 design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should *a/so* be identified.

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 on the project;
  - (i) Emphasize roles which are similar to those proposed for this Project.
- (c) Cost estimate value, accuracy, and percentage of design available at the time the costing services were performed;
- (d) Related information to help disclose the relevance of the costing performed;
- (e) Project Owner;
- (f) 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. Identify the number and frequency of internal project team meetings, as well as project team meetings involving the City, e.g. progress and deliverable review meetings.

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, e.g. number and frequency of internal and external project team meetings.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues (e.g. odour management);
- (c) the work activities related to the Scope of Services, *including a detailed description of the design elements required to achieve the desired Class of cost estimate*;
- (d) the deliverables associated with the Scope of Services;
- (e) all significant assumptions and interpretations related to the Scope of Services;
- (f) 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;

(g) 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.

B11.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.8 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project *relative to their overall workload* in accordance with the Scope of Services identified in D4.

## **B12. COSTING SAMPLES (SECTION F)**

B12.1 Provide at least two different costing samples showing material and installation costs that are consistent with the proposed level of detail to be provided for the organic waste processing facility.

B12.2 The costing samples may be from another project, or may be generated specifically for the purpose of this Project proposal.

(a) Provide related information to help disclose the relevance of the costing samples;

## **B13. PROJECT SCHEDULE (SECTION G)**

B13.1 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.

B13.2 Further to B13.1, the Proponent's schedule should also include:

(a) a work breakdown structure;

(b) critical dates for review;

(c) anticipated review and approval periods by the City;

(i) a minimum of two (2) weeks should be allowed for the City's review of Project Deliverables;

(d) Project meetings; and,

(e) submission dates for required Deliverables.

B13.3 The schedule should incorporate the critical stages listed in D11. The critical stage listed in D11(c) does not need to be shown on the schedule graphic presented in this Proposal. The Proponent should give justification in the event that the milestone dates listed in the schedule deviate.

## **B14. DISCLOSURE**

B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

(a) HDR Inc.

- (b) Dillon Consulting Limited

**B14.3 Additional Material:**

- (a) Technical Memo #3: City of Winnipeg Organics Diversion Strategy - Steps 3 and 4: Identify the Reasonable Range of Diversion Options, Evaluation Process and Results
- (b) Technical Memo #4: City of Winnipeg Organics Diversion Strategy – Step 5 – Analysis of Short-listed Collection and Processing Options

**B15. CONFLICT OF INTEREST AND GOOD FAITH**

**B15.1** Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

**B15.2** Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

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

that could or would be seen to:

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

**B15.3** In connection with its Proposal, each entity identified in B15.2 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.

**B15.4** Without limiting B15.3, 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.

**B15.5** Without limiting B15.3, 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 Services 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 Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 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.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B16. QUALIFICATION**

B16.1 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.

B16.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B16.3 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 organic waste processing 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.

B16.4 All Quantity Surveyors must hold the designation of Professional Quantity Surveyor and be a member in good standing with the Canadian Institute of Quantity Surveyors.

B16.5 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.

**B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B17.3 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).
- B17.3.1 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.
- B17.4 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.

**B18. IRREVOCABLE OFFER**

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B19. WITHDRAWAL OF OFFERS**

- B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

**B20. INTERVIEWS**

- B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

**B21. NEGOTIATIONS**

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2, 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.

**B22. EVALUATION OF PROPOSALS**

- B22.1 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 B16: (pass/fail)
  - (c) Fees; (Section B) 10%
  - (d) Experience of Proponent and Subconsultant; (Section C) 20%
  - (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
  - (f) Project Understanding and Methodology (Section E) 25%
  - (g) Costing Samples (Section F) 15%
  - (h) Project Schedule. (Section G) 5%
- B22.2 Further to B22.1(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.
- B22.3 Further to B22.1(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.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.5.
- B22.7 Further to B22.1(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.
- (a) Proposals that receive less than half the available evaluation points for B9 will be rejected in accordance with B22.3
- B22.8 Further to B22.1(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.
- (a) Proposals that receive less than half the available evaluation points for B10 will be rejected in accordance with B22.3
- B22.8.1 For evaluation purposes, higher scores will be given to:
- (a) Key Personnel with appropriate experience and qualifications to meet the requirements of the projects;
  - (b) Key Personnel with a similar role in projects similar to the current one, as per the criteria defined in B9.1; and
  - (c) Projects substantially completed within the past five (5) years.
- B22.9 Further to B22.1(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.
- (a) Proposals that receive less than half the available evaluation points for B11 will be rejected in accordance with B22.3

- B22.9.1 For evaluation purposes, higher scores will be given to:
- (a) Appropriateness of the Project Management Approach;
  - (b) Consistency and completeness of the Methodology;
  - (c) Appropriateness of hours assigned to individual tasks per person;
  - (d) Proponent's understanding of the Project, including the deliverables and constraints; and,
  - (e) Demonstration of insight beyond the information that was presented in this RFP.
- B22.10 Further to B22.1(g), Costing Samples will be evaluated considering the relevance and detail of the costing samples submitted, in accordance with B12.
- (a) Proposals that receive less than half the available evaluation points for B12 will be rejected in accordance with B22.3
- B22.10.1 For evaluation purposes, higher scores will be given to:
- (a) Costing Samples with a similar organic waste processing technology to the one defined in D3.4;
  - (b) completeness and consistency of the Costing Samples to an AACE class 4 level;
  - (c) appropriateness of the estimate breakdown structure for the example provided; and,
  - (d) Projects substantially completed within the past five (5) years.
- B22.11 Further to B22.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.12 Notwithstanding B22.1(d) to B22.1(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.
- B22.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.14 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.

## **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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.

- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.6.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B23.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.8 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.
- B23.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 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](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:

Ash Raichura, P.Eng.

Telephone No. 204 986-2962

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

#### D3. BACKGROUND

D3.1 In preparation for a **potential** citywide program, the City requires updated and refined cost estimates for an organic waste processing facility to receive and process residential food waste collected in the City of Winnipeg. It shall be assumed that the organic waste processing facility would be located at the BRRMF.

D3.2 The City will provide population and organic waste generation projections to establish capacity requirements for an organic waste processing facility. The most recent 20 year volume projection is approximately 60,000 tonnes per year.

D3.3 This cost estimate will be presented to Council along with a final report on the RFW collection pilot project that is currently underway. The final report on the RFW collection pilot project is scheduled to be presented to Council in Q1 2023.

D3.4 Based on the short-listed processing options developed by the City, the organic waste processing facility is likely to be an indoor aerated composting system (Option 6 in Relevant Document #3).

D3.5 The framework for an outdoor composting system has been developed as one of the short-listed processing options, and is being considered for alternative and validation purposes (Option 5 in Relevant Document #3).

D3.6 Based on an assumed higher cost per tonne for processing via the proposed indoor organic waste processing facility versus the existing leaf and yard waste (LYW) outdoor windrow composting facility, the City's preference is to continue processing LYW via the existing system. However, LYW may be available to the organic waste processing facility if LYW is required as a feedstock for the system. The City's current conceptual designs allocate approximately 50% of the LYW feedstock to the organics processing facility.

D3.7 The purpose of this Project is to engage an independent third-party cost consultant to determine, for internal purposes, the full life cycle cost for the design, construction, operation, and maintenance of an organic waste processing facility to service the City of Winnipeg.

#### D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of the development of a Class 4 cost estimate for an organic waste processing facility in accordance with the following:

- (a) Review background material related to the City's organics diversion strategy and establish preliminary design parameters for an organic waste processing facility that could support a citywide residential food waste (RFW) collection program.
  - (b) Pre-Design of the processing system described in D3.4, in sufficient detail to refine an existing cost estimate;
  - (c) Refine an existing cost estimate for one alternate processing system in the short-listed processing options identified in D3.5;
  - (d) Conduct an NPV analysis of the two processing systems referenced in parts (b) and (c) above following the City's investment planning guidelines;
  - (e) Risk/opportunity registry of the processing system described in D3.4, using the City's Risk Management Plan Template;
  - (f) Full life cycle cost for the design, construction, operation, and maintenance of an organic waste processing facility to service the City of Winnipeg. The cost estimate should include cost estimating, quantity surveying, and cost engineering; and,
  - (g) The above information shall be compiled into a Final Report.
- D4.2 The Services required under D4.1 and D5.5 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D4.3 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of services for this Project.
- D4.4 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
  - (b) Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- D4.5 The funds available for this Contract are \$160,000.00.

## **D5. GENERAL REQUIREMENTS**

- D5.1 The following shall apply to the Consultant throughout the entire Scope of Services.
- D5.2 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without written approval of the Project Manager.
- D5.3 The Consultant shall ensure that all communications with any organization involved with the Project are directed through the Project Manager.
- D5.4 Deliverables
- (a) The Deliverables shall be submitted in draft for review prior to submittal as a final document.
  - (b) All draft and final Deliverables shall be submitted in both native format (MS Word, MS Excel, MS Project, etc.) and PDF format. Include the Autodesk AutoCAD formats for all technical drawing submissions and MS Project formats for schedule submissions.
  - (c) Revise and finalize documents based on comments provided by the Program Team.

- (d) Unless otherwise specified, allow two (2) weeks for the Program Team to review deliverables.

D5.5 The Final Report shall contain, at minimum:

- (a) An executive summary;
- (b) Documentation of the decision-making processes, assumptions, and sensitivities;
- (c) Preliminary design conditions, assumptions, risks, and contingencies;
- (d) Risk/opportunity registry, as described in D4.1(e).
- (e) Design documents, as described in D5.7;
- (f) Design drawings, as described in D5.8;
- (g) Class 4 cost estimate, as described in D5.9, including design, construction, operation, maintenance;
- (h) NPV and Benefit Calculation, as described in D5.10; and,
- (i) Schedule, from design to commissioning, for an organic waste processing facility.

D5.6 The primary revision envisioned between the Final draft and the Final version described in D11.1, is a price and inflation update to the cost estimating model (City Basis of Estimate template).

D5.7 Design Documents

- (a) Design documents shall include the General Project Data Deliverables (items 1 – 11) in the Class of Estimate detail in Appendix B.
- (b) Design documents shall include all the Design Deliverables (items 12 -27) listed in the Class of Estimate detail in Appendix B.
- (c) Design documents shall include, but are not limited to:
  - (i) preliminary building plans showing the general arrangement of equipment and estimated space requirements as rough outline drawings;
  - (ii) preliminary block flow diagrams, P&IDs, process flow diagrams, and electrical single line diagram;
  - (iii) heat and material balances and,
  - (iv) major equipment lists.

D5.8 General Requirements for Drawings

- (a) Drawings shall be prepared from the legal plans, certificates of title, as-built records and topographic surveys, as provided by the City.
- (b) All profile components of drawings shall be in natural scale.
- (c) Where existing systems are being modified, the existing drawings shall be modified or superseded rather than creating a new drawing only showing a limited portion of the new work.
- (d) The City will provide comments on the draft drawings. Comments shall be reviewed and incorporated into the final drawings.
- (e) All drawings shall be submitted in AutoCAD format version 2012 and in 11x17 hard copy format, unless otherwise specified.
- (f) All work is to be completed in accordance with the current versions of the following publicly available design guides and standards as indicated below.
  - (i) City of Winnipeg Water & Waste Department Electrical Design Guide, <https://winnipeg.ca/waterandwaste/pdfs/dept/ElectricalDesignGuide.pdf>
  - (ii) City of Winnipeg Water & Waste Department Electrical Identification Standard, <https://winnipeg.ca/waterandwaste/pdfs/dept/IdentificationStandard.pdf>

- (iii) City of Winnipeg Water & Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards  
[https://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](https://winnipeg.ca/waterandwaste/dept/cad_gis.stm)

#### D5.9 General Requirements for Cost Estimate

- (a) The cost estimates shall include all components necessary for a facility to process organic waste material into a marketable end product (e.g. compost), as per D3.4 and D3.5.
- (b) The cost estimate shall include a minimum 20 year projection of the total operating and maintenance costs.
- (c) Class 4 cost estimate for the system described in D3.4 shall be in accordance with AACE International Recommended Practices 17R-97, 18R-97, 56R-08, 97R-18, 98R-18, and City Customizations.
- (d) Summarize and submit the cost estimate using the City of Winnipeg's Basis of Estimate template. Template is available online as described in D4.2.
- (e) A list of assumptions and exclusions for the estimate (e.g. currency exchange rates, factored equipment costs, factored building costs, quality of construction, levels of redundancy, chemical costs, contractor overheads and profits, etc.);
- (f) Contingency costs for potential risks broken down by item;
- (g) Basis of Costing
  - (i) All costing shall assume a design-bid-build (DBB) procurement approach.

#### D5.10 General Requirements for NPV Analysis

- (a) NPV Analysis shall include a high level review of the two processing options referenced in D3.4 and D3.5.
- (b) Summarize and submit the NPV Analysis, using the City's NPV and Benefit Calculation Template.

#### D5.11 General Requirements for Submissions

- (a) Ten (10) Working Days prior to all report submission dates issue one preliminary electronic copy of the report to the City Project Manager for quality review. Within three (3) Working days after receiving the document to the City's Project Manager will either accept the document for submission or reject the document. In the event of document rejection, the Proponent will correct quality issues and resubmit the document. The document will not be issued for review by the City's Advisory Committee until the City's Project Manager's quality review is satisfied.
- (b) Submit three (3) bound hard copies and one (1) electronic Native Format and PDF of the "Draft Reports".
- (c) Allow a minimum of fifteen (15) Working Days for the City review of the draft reports.
- (d) Upon receipt of the Advisory Committee's review of the draft reports finalize reports.
- (e) Submit five (5) hard copies and one (1) electronic Native Format and PDF of the "Final Report".

#### D5.12 General Requirements for Meetings

- (a) A minimum of four (4) project team meetings throughout the duration of the Project.
- (b) Schedule and chair Project meetings.
  - (i) Provide an agenda within two (2) working days of the meeting date.
  - (ii) Provide meeting minutes within one (1) week of the meeting date.
- (c) Fees for meeting shall be incorporated into prices submitted under Item 1. Project Management on Form B: Prices.

## **D6. DEFINITIONS**

D6.1 When used in this Request for Proposal:

- (a) "**AACE**" means the Association for the Advancement of Cost Engineering;
- (b) "**BRRMF**" means Brady Road Resource Management Facility;
- (c) "**LYW**" means Leaf and Yard Waste;
- (d) "**NPV**" means Net Present Value;
- (e) "**P&ID**" means process and instrumentation diagram which is a detailed diagram in that shows the piping and process equipment together with the instrumentation and control devices;
- (f) "**RFW**" means Residential Food Waste;

## **D7. RELEVANT DOCUMENTS AND HISTORICAL DRAWINGS**

D7.1 Relevant documents and drawings are available by request to the City's Project Manager after completion of a Non-Disclosure Agreement (see Appendix D). These documents and drawings will be released at the sole discretion of the City. A list of the available documents is included in Appendix C – Relevant Documents

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **D9. INSURANCE**

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 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 \$1,000,000 per claim and \$1,000,000 in the aggregate.
- D9.2.1 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.
- D9.3 The policies required in D9.2(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.
- D9.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D9.2(a) and D9.2(b).
- D9.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 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 D9.9.
- D9.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 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 D8;and,
    - (ii) evidence of the insurance specified in D9.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by March 24, 2021.

## **D11. CRITICAL STAGES**

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) June 15, 2021: Initial draft of D5.5 – Final Report.
  - (b) December 15, 2021: Final draft of D5.5 – Final Report.
  - (c) December 15, 2022: Final version of D5.5 – Final Report.

## **D12. COVID-19 SCHEDULE DELAYS**

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the City's Project Manager.
- D12.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D12.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the City's Project Manager, shall be documented in accordance with C8.

## **D13. FUTURE WORK**

- D13.1 Any future engineering work resulting from recommendations made as part of the project will be posted as a separate Request for Proposal for professional consulting services.
- D13.2 The future consulting services will not be posted until the Final Report is completed and accepted by the Department.

## **THIRD PARTY AGREEMENTS**

### **D14. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D14.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D14.2 For the purposes of D14:
- (a) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D14.3 Indemnification By Consultant

- D14.3.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D14.4 Records Retention and Audits
- D14.4.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D14.4.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D14.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, or the Government of Manitoba from time-to-time.
- D14.5 Other Obligations
- D14.5.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba upon request.
- D14.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D14.5.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D14.5.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.



## **APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTING SERVICES (CONSULTING ENGINEERING SERVICES)**

## **APPENDIX B –CLASS OF ESTIMATE DETAILS**

## APPENDIX C –RELEVANT DOCUMENTS

The following documents are available electronically by request to the Project Manager after completion of a Non-Disclosure Agreement:	
<b>1</b>	<b>Technical Memo #3: City of Winnipeg Organics Diversion Strategy</b>
	Author: HDR Ltd. Identify the Reasonable Range of Diversion Options, Evaluation Process and Results
	Published: 2017
<b>2</b>	<b>Technical Memo #4: City of Winnipeg Organics Diversion Strategy</b>
	Author: HDR Ltd. Analysis of Short-listed Collection and Processing Option
	Published: 2016
The following templates are available electronically online:	
<ul style="list-style-type: none"> <li>• <b>Basis of Estimate Template</b></li> <li>• <b>Net Present Value and Benefit Calculation Template</b></li> <li>• <b>Risk Management Plan Template</b></li> </ul>	
<b>3</b>	<b>The City of Winnipeg Infrastructure Planning Office Policy, Manuals and Templates</b> <a href="http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4">http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4</a>
The following documents are available electronically online:	
<b>4</b>	<b>The City of Winnipeg Water &amp; Waste Department Electrical Design Guide</b> <a href="https://winnipeg.ca/waterandwaste/pdfs/dept/ElectricalDesignGuide.pdf">https://winnipeg.ca/waterandwaste/pdfs/dept/ElectricalDesignGuide.pdf</a>
<b>5</b>	<b>The City of Winnipeg Water &amp; Waste Department Identification Standard</b> <a href="https://winnipeg.ca/waterandwaste/pdfs/dept/IdentificationStandard.pdf">https://winnipeg.ca/waterandwaste/pdfs/dept/IdentificationStandard.pdf</a>
<b>6</b>	<b>The City of Winnipeg Water &amp; Waste Department Drawing Standard</b> <a href="https://winnipeg.ca/waterandwaste/dept/cad_gis.stm">https://winnipeg.ca/waterandwaste/dept/cad_gis.stm</a>

## **APPENDIX D –NON-DISCLOSURE AGREEMENT**