



**REQUEST FOR PROPOSALS
November 18, 2021**

**FUTURE SOLID WASTE
MANAGEMENT CONCEPT**

**CITY OF MOOSE JAW
SASKATCHEWAN**

**CLOSING DATE:
January 13, 2022 at 2:00 p.m. (Central Standard Time)**

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INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. The City of Moose Jaw ("Moose Jaw") is inviting proposals from qualified engineering firms to provide Project Management during the entirety of the project, Communication Liaison, Public Consultation and Community Engagement, and Conceptual Design Options (the "Services") for the Future Solid Waste Management Facility.
2. The purpose of this Request for Proposals ("RFP") process is to select a qualified engineering firm to enter into a Services Agreement with Moose Jaw for the performance of the Services. Further details about the Services required by Moose Jaw are set out in Schedule "A" – Services Requirements.
3. **This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal.**

RFP DOCUMENTS

4. The following documents are attached to and form part of this RFP:
 - Schedule "A" – Services Requirements
 - Schedule "B" – Proposal Content Requirements
 - Schedule "C" – Form of Services Agreement
 - Schedule "D" – Solid Waste Management Master Plan – March 2021

INQUIRIES

5. Any inquiries concerning this RFP should be directed in writing to the following:
 - Meagan Dyck, Engineering Technologist
 - City of Moose Jaw
 - Phone: 306-513-8348
 - E-mail: MDyck@moosejaw.ca

 - City of Moose Jaw
 - 228 Main Street N,
 - Moose Jaw, SK S6H 3J8
6. All inquiries should be in writing and received by Moose Jaw on or before January 6, 2022.
7. Moose Jaw may circulate its response to any inquiries to all proponents, along with the original inquiry and may post such response and original inquiry on www.sasktenders.ca or may choose not to reply to any inquiry.
8. Proponents should refrain from contacting other employees, agents or members of Council of Moose Jaw in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in Moose Jaw's sole discretion, result in disqualification.

SUBMISSION OF PROPOSALS

9. One (1) electronic copy of the proposal should be submitted by email to engineerbids@moosejaw.ca by **2:00 p.m. (Central Standard Time) January 13, 2022** and in addition to the other requirements for submissions, meet the following conditions:
- a) Subject Line to include: ATTN: Project Contact Name, Project Number, Project Name;
 - b) Message Body to include: Respondent Name, Company, Contact Information, Brief Description of the Project;
 - c) Submission Attachment: The submission must be in .pdf format with the Project Number and Proponent's name in the file name;
 - d) The email must be smaller than 50 MB;
 - e) And if multiple emails are required to transfer the submission, the first email must contain clear instructions on how the additional files integrate into one (1) document.

Submissions will be date and time stamped based on the date and time shown when the email is received. If multiple emails are required, the time of the final email will be used.

Facsimile submissions will not be accepted.

10. If you require additional time to submit your proposal, you should contact Meagan Dyck by e-mail to MDyck@moosejaw.ca. Moose Jaw may, in its sole discretion, allow additional time for proponents to submit a proposal.
11. Proposals and accompanying documentation provided to Moose Jaw in response to this RFP will not be returned.

CONTENT OF PROPOSALS

12. Proposals should address the items set out in Schedule "B" - Proposal Content Requirements.
13. Proponents may provide additional information beyond that requested in the RFP for Moose Jaw's consideration. Any such additional information may be considered by Moose Jaw in its sole discretion.
14. Proponents may be asked to submit additional information pertaining to their past experience, qualifications and such other information that Moose Jaw might reasonably require.

COST OF PROPOSALS

15. Moose Jaw is not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with Moose Jaw, making any presentations to Moose Jaw in connection with their proposals, or otherwise incurred in connection with this RFP process.
16. This RFP does not create any legal obligations between Moose Jaw and any proponent.

EVALUATION PROCESS

17. Proposals will be opened and evaluated privately.
18. In assessing proposals, Moose Jaw will take into consideration the following evaluation criteria:
- a) qualifications and experience of the proponent and its lead personnel in the service areas being offered;
 - b) qualifications and experience of any subconsultants and their lead personnel;

- c) the capacity of the proponent to provide and successfully complete the services required by Moose Jaw as well as any optional services offered by the Proponent, in a timely, safe, efficient and quality manner;
 - d) proponent's overall fee proposal, including any reimbursable expenses;
 - e) terms of the Services Agreement that the proponent is prepared to accept;
 - f) the completeness of a proponent's proposal; and
 - g) such other criteria as Moose Jaw considers relevant.
19. Moose Jaw has not predetermined the relative importance of the above evaluation criteria. Moose Jaw expects to select the proponent that provides the best overall value, as determined by Moose Jaw in its sole discretion, having regard to the evaluation criteria referred to above.
 20. Proposals will be evaluated on the basis of the information provided in response to these Instructions to Proponents. In addition, in assessing the proponent's qualifications, experience and capacity, Moose Jaw may also consider the following:
 - a) clarifications and/or additional information that may be supplied pursuant to requests from Moose Jaw;
 - b) interviews and/or reference checks that may be conducted at Moose Jaw's discretion;
 - c) previous experience of Moose Jaw in working with the proponent; and
 - d) information received from any source that Moose Jaw considers reliable.
 21. Moose Jaw may, in its sole discretion, request clarification from a proponent during the evaluation process.
 22. Proponents are advised that the evaluation process is subjective in nature and Moose Jaw's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a proposal is compliant with this RFP.
 23. Moose Jaw may short-list proponents and conduct interviews with short-listed proponents at its sole discretion. Furthermore, Moose Jaw may negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the Services Agreement terms.
 24. An invitation to interview or to negotiate does not obligate Moose Jaw to conclude the Services Agreement with that proponent. Moose Jaw may interview or may negotiate any aspect of any proposal with one or more proponents at any time.
 25. Moose Jaw will notify all unsuccessful proponents after entering into a definitive agreement with the successful proponent. Unsuccessful proponents may request a debriefing interview to obtain feedback on their proposal, within three (3) weeks after receiving a notification letter.

ANTICIPATED SCHEDULE OF EVENTS

26. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by Moose Jaw in its sole discretion:
 - a) RFP Released **November 18, 2021**
 - b) Inquiries respecting RFP **January 6, 2022**
 - c) Closing Date **January 13, 2022**
 - d) Interviews with Proponents (if necessary) **January 24-28, 2022**

e) Tentative Evaluation

approx. 4 weeks
following the Closing
Date

f) Tentative Services Agreement Execution

February 18, 2022

FORM OF AGREEMENT

27. Any successful proponent(s) will be expected to enter into a Services Agreement for professional or consulting services based on the form of agreement attached at Schedule "C" (the "Services Agreement"), with such modifications as agreed to by Moose Jaw and a chosen proponent.

EFFECT OF RFP

28. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as Moose Jaw signs a definitive Services Agreement with a proponent, Moose Jaw does not intend to create a contractual relationship including a bid contract (either express or implied) with any proponent submitting a response to this RFP.
29. Submission of a proposal does not obligate Moose Jaw to accept any proposal or to proceed further with any of the Services. Consideration of any proposal shall be in Moose Jaw's sole discretion.
30. Proposals may be withdrawn or amended by proponents at any time by written notice to Moose Jaw prior to Moose Jaw and a proponent signing a formal contract.
31. Proponents are advised that Moose Jaw is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that Moose Jaw may, in its sole discretion, at any time and for any reason:
- a) reject any and all proposals (including, for greater certainty, the lowest cost proposal);
 - b) modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
 - c) extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
 - d) accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
 - e) discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;
 - f) allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
 - g) verify or seek clarification of any and all information provided pursuant to this RFP and provide proponents with an opportunity to correct any defects, informalities or irregularities in their proposal;
 - h) negotiate any and all aspects of any proposal and the provisions of the Services Agreement (including, without limitation, those provisions relating to fees and/or any scope of services) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
 - i) cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - i. issuing a new request for proposals or other procurement document based on the

- same or changed scope of services or other requirements;
- ii. entering into sole source negotiations with any one or more of the proponents or any other person; or
- iii. cancelling the procurement in its entirety.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

32. Proponents are expected to keep confidential all documents, data, information and other materials of Moose Jaw which are provided to or obtained or accessed by a proponent in relation to this RFP, other than documents which Moose Jaw places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into a Services Agreement pursuant to this RFP, without the prior written approval of Moose Jaw.
33. Proponents are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that Moose Jaw may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
34. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

AGREEMENT ON INTERNAL TRADE

35. This procurement is subject to the Canadian Free Trade Agreement.

Schedule "A" – Services Requirements

1.0 Background and Description of the Project

The City of Moose Jaw is beginning the process to decommission and reclaim its current landfill site. Services have been retained for delivering a Decommissioning and Reclamation Plan, including alternative waste technology feasibility for the current site. This report is scheduled to be completed by the end of 2021 and will be available to the Successful Proponent.

With beginning the closure steps of the current landfill site, the City is in the planning stage to determine the technology and location of a future solid waste facility, and to begin stakeholder communication in this process. The City has developed a Solid Waste Management Master Plan for the current landfill site which includes long-term planning relating to this scope of work, which is included in Schedule "D" of this RFP.

The City of Moose Jaw is seeking to engage a Proponent for engineering services for developing Conceptual Design options for potential future Solid Waste Facility Locations, including Alternative Solid Waste Management Technologies, and to begin Stakeholder Communication related to this Project.

2.0 Scope of the Services

Specific minimum requirements and responsibilities of the Proponent is summarized in the next sections. The Proponent is encouraged to include additional duties that they may feel are necessary to provide the City with adequate professional services for this project. The Proponent will supply all expertise, supervision, labour, materials, equipment, and incidentals to complete the Project.

2.1 Project Management

The Proponent shall provide Project Management through the entirety of the project which includes, but is not limited to, the following:

- .1 Provision of overall Project Management services including direction and coordination of all aspects of work throughout the overall course of the Project.
- .2 The ability to observe accepted Project Management processes and demonstrate the utilization of a professional designation such as PMP or other industry accepted professional project management certification of their project manager.
- .3 Coordination of project design components such as civil, architectural, structural, building, mechanical, electrical, environmental, etc. where necessary.
- .4 Ability to implement project controls including, cost, schedule, scope, quality control, risk management, change management and client reporting procedures.
- .5 Provide estimated budgets of labour hours to complete activities and milestones, and report on actual results as against such budgets.
- .6 Provide project related information as it relates to key stakeholders, the public in adjacent neighbourhoods, local school boards, park users, emergency services, City Council and Administration, further defined in Sections 2.3 and 2.4.
- .7 Schedule and conduct regular Project Meetings, providing status reports related to project controls, submission reviews, and seek City input at key stages of the Project. These meetings will be held utilising Microsoft Teams with the Meeting Agenda distributed to invitees at minimum one day in

advance and Meeting Minutes distributed at maximum five days following the meeting. Requirements for Meetings at different stages of the Project are further defined below:

- a. Project Kick-Off
 - To be scheduled once Project is awarded.
- b. Design
 - Frequency will be at a minimum of bi-weekly regularly scheduled meetings.
 - Additional meetings may be required for major milestones related to the design and review.
- c. Public Consultation and Community Engagement
 - As required, and as described in Sections 2.3 and 2.4.
- d. City Council
 - The Proponent shall assist City Administration with the process and reports to provide City Council with the necessary information for this project.
 - Attend City Council Meetings, as required.
 - Answer any City Council inquiries, as required.
 - Support City Administration in all aspects of this process, as required.

2.2 Conceptual Design

The Conceptual Design shall be based on the feasible Alternative Solid Waste Management Technologies and the Solid Waste Facility Siting, further defined below.

2.2.1 Alternative Solid Waste Management (SWM) Technologies

The Proponent shall review the feasibility of Alternate Waste Management Technologies specific to the City of Moose Jaw's needs, including but not limited to, the following:

- .1 Municipal Landfill
- .2 Regional Landfill
- .3 Landfill Gas Capture
- .4 Transfer Station
- .5 Waste-to-Energy
- .6 Composting
- .7 Incineration

2.2.2 Solid Waste Facility Siting

From the findings in the feasibility of Alternative Waste Management Technologies, the Proponent shall site potential locations for the new Solid Waste Management Facility, including, but not limited to:

- .1 Review of available information. Appendix E of Schedule "D" Solid Waste Management Master Plan includes a Technical Memo outlining a Future Landfill Feasibility Study.
- .2 Siting: This must conform to the Saskatchewan Ministry of Environment's (SK MOE) Municipal Refuse Management Regulations, however, can exceed and be sited to satisfy industry standards and take into consideration other Canadian Provincial Guidelines and Regulations. It is the City's understanding that the Government of Saskatchewan's Ministry of Environment has developed a Solid Waste Management Strategy to move toward more responsible waste management. The Proponent shall collaborate, as stated in the Section 2.4.1, with the Ministry to meet updated Guidelines and Regulations. The Siting criteria may include, but is not limited to, the following:

- a. Setback requirements.
- b. Exclusion areas.
- c. Environmental separation.
- d. High-level technical investigation, which may include, but is not limited to, the following:
 - Subsoil
 - Groundwater
 - Geology
 - Hydrogeology

2.2.3 Conceptual Design Report

The Conceptual Design Report should include, but is not limited to the following:

- .1 Conceptual Summary Statement
 - a. Including the scope of work, the cost plan, and the anticipated project schedule.
- .2 Project Background Narrative
 - a. Brief narrative on the background to the project.
 - b. Summary of how the City's Mission, Strategic Plan, and Operational Program support the need for the project.
 - c. Statutory requirements that drive the project's operational program.
 - d. Summary of the City's needs analysis.
- .3 City and Organization Planning
 - a. City organizational diagrams and charts for the project
 - b. Comprehensive planning, technology needs, stakeholders and joint entities, impacts
- .4 SWM Technologies
 - a. Feasibility and options for alternative technologies.
- .5 SW Facility Siting
 - a. Feasibility and options for future sites.
 - b. High level technical investigation findings.
- .6 Financial Information – Capital Expenditures
 - a. Proposed project cost plan (initial capital cost).
 - b. Lifecycle, operational costs and requirements, projected schedule, and cost of maintenance.
 - c. Business Case Analysis.
- .7 Schedule Information
 - a. Proposed project schedule
 - b. Proposed funding sequence if phasing of construction is applicable.
- .8 Drawings
 - a. Reflective of proposed Scope of Work to be submitted in the Report as well as in AutoCAD.

2.3 Communication Liaison

Identify and liaise with all stakeholders, joint-entities, and utilities regarding the conceptual design locations and solid waste management technologies. This communication will include potential cost sharing with joint entities for potential implementation of a Regional Solid Waste Management Facility and coordination and completion of applicable permitting and application requirements.

2.4 Public Consultation and Community Engagement

The Proponent shall undertake a Public Consultation process to communicate information related to the Future Solid Waste Facility to gain feedback concerning the project.

Public Consultation shall include communication with Key Stakeholders and the City's Public Citizens based on the Recommendations and Estimated Cost from the Conceptual Design. The Public Consultation shall be delivered in a report as summarized in Section 2.4.3 Public Consultation Report.

Expectations for the Public Consultation is summarized, but not limited to the subsections below.

2.4.1 Key Stakeholder Engagement

Key Stakeholder meetings, presentations, discussions, and reporting as needed shall be carried out with identified stakeholders to discuss key project parameters, location and technology options based on the Recommendations and Cost Estimate from the Conceptual Design Report, and to gain stakeholder feedback on concerns regarding the Conceptual Design including, but not limited to:

- Future Solid Waste Management Facility Location
- Solid Waste Management Technology
- Conceptual Cost Estimate

The following list of known stakeholders shall be contacted and requested to partake in the consultation along with any additional unidentified entities during this RFP:

- .1 City of Moose Jaw
 - a. Public Works Utilities
 - Environmental Services
 - b. Administration
 - c. Committees
 - Public Works Committee (?)
 - b. City Council
- .2 Neighbouring Cities, Towns, and Rural Municipalities
 - a. Public Works / Operations
 - b. Administration
 - c. Committees
 - d. Governing Council
- .3 Governing Agencies
 - a. Saskatchewan Ministry of Environment
 - b. Saskatchewan Watershed Authority (SaskWater)
 - c. Water Security Agency (WSA)
 - d. Department of Fisheries and Oceans (DFO)
- .4 Private Users
 - a. Waste Management Companies
 - Loraas Disposal Services
 - Waste Management, Inc.
 - GFL Environmental Inc.
 - Mr. Bin Disposal Ltd.
 - b. Hydro Excavating Companies
 - Prestige Environmental Inc.

2.4.2 Public Citizen Engagement

The Citizen portion of the Public Consultation shall be conducted with a representative sample of the City's population. This process shall be carried out utilising standard scientific methods of random sampling, subsequently weighted to reflect the population census on all major demographic variables to produce an accurate representation of the City.

The Public Citizen Consultation shall include a review of available information from the Technical Memo SWOT Analysis in Appendix D of the Solid Waste Management Master Plan, provided in Schedule "D" of this RFP. Along with the review, the Proponent shall perform an in-depth survey in which the respondents are presented with key information of the Conceptual Design's Recommendations and Cost Estimate with an opportunity to evaluate the full range of options on the Future Solid Waste Facility. The Representative Sample should be asked to express their views in response to a formulated complex menu of the Facility options and cost.

2.4.3 Public Consultation Report

The purpose of the Public Consultation Report is to document the responses and preferred options of the Key Stakeholders and representative sample of the City's population based on the Conceptual Design's Recommendations and Cost Estimate.

This report will be utilised in the decision-making process for the Recommended work and communication to City Council. The contents of the Report shall include, but is not limited to:

- .1 Cover Page
- .2 Table of Contents
- .3 Executive Summary
- .4 Process, findings, and analysis of the Stakeholder Engagement
- .5 Process, findings, and analysis of the Public Citizen Engagement
- .6 Summary of all findings pertaining to the Recommendations and Cost Estimate from the Conceptual Design Report
- .7 Revisions as required based on outcomes of Communications, Consultation, and Engagement.
- .8 Any other pertinent information.

2.5 Potential Funding

The Proponent shall identify, coordinate, and work with the City to submit any potential funding applications throughout the duration of the Project.

3.0 Anticipated Project Schedule

November 18, 2021	RFP Released
January 13, 2022	RFP Closing Date
February 18, 2022	Engineering Services Award
Week of February 21, 2022	Initial Project Meeting
June 30, 2022	Conceptual Design Report
September 30, 2022	Public Consultation Report
October 31, 2022	Project Completion

4.0 Related Deliverables and Work Product

As per Schedule “A” – Services Requirements.

Schedule "B" - Proposal Content Requirements

Proponents should, at a minimum, address the following in their Proposals.

Firm Detail

1. A brief description of your firm including any qualifications you consider relevant.

Relevant Experience

2. A description of your firm's experience in performing similar work, including two (2) references of work performed for municipalities or other government bodies or agencies in the previous five (5) years, and appropriate contact information for references.

Lead Personnel

3. Identify the lead personnel responsible to lead the delivery of the services the proponent is prepared to offer and their expected involvement. Moose Jaw expects that each of the identified lead personnel will be licensed and in good standing to perform the services in Saskatchewan.
4. Describe the relevant experience of the lead personnel and include their resumes and professional designations.

Methodology

5. Provide an outline of the proposed methodology to complete the work described in this RFP. Include an allocation of the work, scheduling, cost control, estimating, quality control methodology and other specific methods.

Capacity

6. Moose Jaw expects that you will have sufficient resources available to meet the service requirements of Moose Jaw in a timely and efficient manner. Provide a brief description of your firm's staffing resources that will be utilized to meet the service requirements of Moose Jaw.

Subconsultants

7. Provide the same information as provided for item 1-6, above, for any subconsultant that you propose to engage to provide the services.

Liability Insurance

8. Moose Jaw expects that you carry professional liability insurance in an amount of not less than \$2,000,000.00 per occurrence. Provide certificates of insurance outlining the amounts of professional liability insurance that you carry.

Fee Proposal

9. Proponents should provide a fee proposal which addresses the following:

Fixed Fee

Please provide the fixed fee you are prepared to offer for completing the Services. This Fixed Fee shall include a Work Breakdown Structure (WBS) that includes hours, rates, subtotals, and totals for all tasks of the Services. Invoicing of completed work shall be tracked against the WBS Fee Proposal and submitted. Provincial Sales Tax (PST) shall be included as a separate line item on applicable tasks on the WBS.

Hourly Rates

Please provide a complete schedule of all hourly rates for the lead personnel, any other professionals and any other service providers expected to be involved in the performance of the Services, exclusive of GST. Also indicate the duration that the hourly rates will remain in effect for.

Reimbursable Expenses

Please describe any other reimbursable expense categories and any proposed mark-up. The City prefers that no mark-up is proposed for reimbursable expenses.

10. All prices/rates should be quoted in Canadian Dollars.

Schedule

11. Proposals should include a confirmation of whether your company is capable of meeting Moose Jaw's schedule for completion of the Services, as set out in this RFP.

Exceptions to Services Agreement Terms

12. A detailed description of any exceptions or additions to the Services Agreement should be clearly set out in a proponent's proposal. Moose Jaw will assume, in the absence of any such exceptions or additions, that the proponent accepts the form of Services Agreement.

Conflict of Interest Disclosure

13. Disclose any actual or potential conflicts of interest that may exist between your firm and its management, and Moose Jaw, its members of Council and management, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal. Moose Jaw employees are ineligible to participate, directly or indirectly, with any proponent.

Confidentiality

14. Proponents are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that Moose Jaw may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
15. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

APPENDIX "1" – RATE SCHEDULE

No.	Position	Rate (CDN \$)
1	<Insert Position>	\$<amount> per hour
2	<Insert Position>	\$<amount> per hour

No.	Reimbursable Expenses
1	<Insert Description of Reimbursable Expense>
2	<Insert Description of Reimbursable Expense>

The proponent's rates set out above are inclusive of the cost of all payroll burdens, benefits, insurance, safety certifications, training, permits, and licenses.

Unless expressly set out in this Appendix "1" – Rate Schedule, no other costs are chargeable to Moose Jaw in connection with the performance of the Services.

Schedule "C" – Form of Services Agreement



CONSULTING SERVICES AGREEMENT

(Consulting or Professional Services)

This Consulting Services Agreement is made as of the _____ day of _____, 20__

Between:

CITY OF MOOSE JAW
("Moose Jaw")

and **<INSERT CONSULTANT NAME>**
(the "Consultant")

Moose Jaw wishes to engage the Consultant to perform certain consulting services for Moose Jaw. Accordingly, Moose Jaw and the Consultant agree as follows:

- 1. **Contract Documents:** The rights and obligations of Moose Jaw and the Consultant are set forth in this Agreement, which includes the following attached Schedules:

- Schedule A - Services
- Schedule B - Payment for Services
- Schedule C - General Conditions

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to such terms in Schedule C – General Conditions.

- 2. **Services:** The Consultant shall perform the Services described in the attached Schedule A – Services in accordance with this Agreement.
- 3. **Payment:** Moose Jaw agrees to pay the Consultant for the Services performed, the amounts set forth in the attached Schedule B – Payment for Services, at the times and in the manner prescribed by this Agreement.
- 4. **Counterparts:** This Agreement may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail, and all the counterparts taken together constitute one and the same instrument.
- 5. **Notices:** All notices or other communications between the parties under this Agreement shall be in writing and delivered to the address set out below:

Moose Jaw:
<insert address>

Consultant:
<insert address>

Fax: (<area code>) <fax number>
Attention: <name or title>

Fax: (<area code>) <fax number>
Attention: <name or title>

- 6. **Binding Agreement:** Moose Jaw and the Consultant, intending to be legally bound, have signed this Agreement.

THE CITY OF MOOSE JAW

[CONSULTANT]

By: _____
Name:
Title: Mayor

By: _____
Name:
Title:

By: _____

Name:

Title: City Clerk

(SEAL)

(SEAL)

SCHEDULE A – SERVICES

Scope of Services

[NTD: Provide a detailed description of the scope of the Services to be performed by the consultant, or refer to separate scope of services document which describes the Services.

If the Services are being provided in relation to a specific project, include a description of the project.

List/describe all deliverables which are expected to be prepared and delivered by the Consultant during the course of the Services]

Schedule

[NTD: Describe the schedule and any important milestones or deadlines related to the Services]

Sub-consultants [NTD: Delete if inapplicable.]

The following are the approved sub-consultants for the Services:

<u>Scope of Services</u>	<u>Sub-consultant</u>
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE B – PAYMENT FOR SERVICES

1. Fees Payable for Services

1.1 For the performance of the Services, Moose Jaw shall pay the Consultant (select one):

a fixed sum of \$<amount>.

-OR-

on an hourly rate basis, at the rates set out below.

Position	Rate (CDN \$)
<Insert Position>	\$<amount> per hour

2. Taxes

2.1 The fixed fee/hourly rates set out in Section 1 above, as applicable, are exclusive of applicable GST and PST, but are inclusive of all other taxes or charges in connection with the Services.

3. Reimbursable Expenses

3.1 In addition to the fees set out in Section 1 above, Moose Jaw shall reimburse the Consultant for the following out-of-pocket expenses incurred by the Consultant in performing the Services, at actual cost with no markup:

- (a) **[List specific expenses/disbursements that are reimbursable, or state "N/A" if there are none.];**
- (b) ●
- (c) other reimbursable expenses specifically approved in writing by Moose Jaw prior to being incurred.

3.2 The Consultant shall maintain proper records of reimbursable expenses, and shall make such records to Moose Jaw on request.

4. Invoicing

4.1 The Consultant may invoice Moose Jaw monthly in arrears, based on the value of the Services performed during the preceding month. **[NTD: Modify as appropriate (e.g., if invoicing is milestone based, or 100% on completion.)]**

- 4.2 Invoices may be submitted electronically to • **[NTD: Insert details for invoice recipient.]**. Invoices shall be accompanied by such documentation and information, including time sheets, as Moose Jaw may reasonably require in order to substantiate the Services performed to which the invoice relates.
- 4.3 Payment of the Consultant's invoice(s) shall be due 30 days after receipt by Moose Jaw, unless Moose Jaw contests all or any part of the invoice in good faith.
- 5. Changes and Adjustments [NTD: Delete is the fees are lump sum, and if there are no hourly rates for additional services set out in Schedule B.]**
- 5.1 If the scope of the Consultant's Services is to be changed, the fees for such additional services shall be based on the hourly rates set forth in this Schedule B – Payment for Services. Any such change or adjustment to the Services or fees must be confirmed in writing before any additional services are undertaken by the Consultant.

SCHEDULE C – GENERAL CONDITIONS

Article 1: INTERPRETATION

1.1 Definitions

In this Schedule C – General Conditions:

- (1) "**Agreement**" and "**Contract Documents**" each mean, collectively, (i) the Consulting Services Agreement signed by Moose Jaw and the Consultant, (ii) all of the schedules or other documents attached to the this Agreement, or otherwise incorporated by reference from time to time, and (iii) all amendments to the foregoing from time to time duly executed by Moose Jaw and the Consultant
- (2) "**Confidential Information**" has the meaning given in Section 6.5.
- (3) "**Documents**" has the meaning given in Section 2.12.
- (4) "**Owner Indemnified Parties**" means, collectively, Moose Jaw, its Mayor and Councillors, and its employees, agents and representatives.
- (5) "**Personnel**" means, collectively, the Consultant's employees, agents and representatives, and any other individuals under the direction of the Consultant involved in the performance of the Services.
- (6) "**Services**" means the carrying out and doing of all things that are to be done or supplied by the Consultant pursuant to this Agreement.

Other defined terms have the meaning ascribed to them elsewhere in the Contract Documents.

1.2 Governing Law

The laws of the Province of Saskatchewan govern the interpretation, validity and enforceability of this Agreement. Each party agrees to submit to the jurisdiction of the courts of the Province of Saskatchewan.

1.3 Governing Terms and Conditions

The terms and conditions set forth in this Agreement constitute the exclusive agreement between Moose Jaw and the Consultant and this Agreement supersedes all prior agreements or commitments, whether oral or written, with respect to the Services. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement has been made or relied upon by either party. No agreement or understanding modifying the terms of this Agreement will be binding on Moose Jaw or the Consultant unless made in writing and signed on behalf of Moose Jaw and the Consultant.

Article 2: PERFORMANCE OF THE SERVICES

2.1 Performance of the Services

The Consultant shall have complete control of the Services and shall effectively direct and supervise the Personnel involved in the Services so as to ensure compliance with the Contract Documents.

2.2 Standard of Care

The Consultant shall perform the Services with the degree of diligence, skill and care required by customarily accepted procedures and practices for comparable services in the Consultant's industry, at the time that the Services are performed.

2.3 Time for Performance

The Consultant shall perform the services diligently at all times and within any timelines or schedule specified in Schedule A – Scope of Services.

2.4 Subcontracts

The Consultant will not employ any subcontractors or sub-consultants to perform any part of the Services without first obtaining the written authorization of Moose Jaw. No subcontracting by the Consultant, nor the granting of any authorization to subcontract by Moose Jaw, will relieve the Consultant of any of its liabilities or obligations under the Contract Documents.

2.5 Additional Instructions

Moose Jaw may furnish additional instructions as necessary for the performance of the Services. All such additional instructions must be consistent with the general scope and intent of the Services. In giving such additional instructions, Moose Jaw will have authority to make minor changes in the Services, not inconsistent with the general scope and intent of the Contract Documents.

2.6 Additional Services

Moose Jaw and the Consultant may, by mutual agreement, make changes to the Services. Any adjustment to the amounts payable to the Consultant for such additional services must be confirmed in writing before any additional Services are undertaken by the Consultant.

2.7 Compliance with Rules and Regulations

The Consultant shall, and shall cause each of the Personnel to, comply with all rules and regulations established or adopted by Moose Jaw with respect to occupational health and safety, environmental management, emergency response and evacuation, fire prevention, site security and administrative and operational rules and regulations, as may be supplemented or modified by Moose Jaw from time to time for any Moose Jaw facility or work site where the Consultant or the Personnel may attend in connection with the Services.

2.8 Compliance with Laws and Codes

The Consultant shall, and shall cause each of the Personnel to, comply with all federal, provincial, local or other laws, ordinances, rules, codes, regulations and permits of any relevant government or governmental authority which affect the Services as well as all industry codes and standards customarily applicable to the Services.

2.9 Permits and Licenses

Except as otherwise specified elsewhere in the Contract Documents, the Consultant shall, at its expense, obtain and comply with all necessary permits, licenses, certificates, clearances, approvals, authorizations or consents required by any relevant government or governmental authority for the performance of the Services.

2.10 Responsibility for Taxes

All sales or use taxes applicable to the amounts charged by the Consultant under this Agreement shall be separately identified in all invoices delivered by the Consultant. The Consultant shall promptly pay when due and shall indemnify and save harmless Moose Jaw from all taxes, withholding taxes, duties, levies, contributions, assessments or other charges in relation to the Services or this Agreement that may be payable to any federal, provincial, local or other government authority in connection with the amounts paid by Moose Jaw to the Consultant under this Agreement.

2.11 Expenses

Except where expressly provided otherwise in this Agreement, the Consultant shall be solely responsible for all supervision, certification, training and all other expenses relating to the employment of Personnel, and the cost of all items consumed by the Consultant in the course of providing the Services.

2.12 Documents

All drawings, specifications, plans, studies, models, data, reports, specifications, surveys, calculations and any other documents, information and material (collectively, the "**Documents**"), collected, compiled, or produced during the performance of the Services shall be works for hire and shall upon their development be and become the property of Moose Jaw. Any copyright arising in respect of any of the Documents is hereby assigned to Moose Jaw, and the Consultant hereby waives any moral rights it may have in or related to the copyright in respect of any of the Documents.

2.13 Intellectual Property

The Consultant shall ensure that neither the Services nor any of the Documents will constitute or result in any infringement or violation of any intellectual property right including, without limitation, any patent, copyright or industrial design protection or any law relating thereto. The Consultant shall indemnify and save harmless Moose Jaw from all claims, demands, actions, costs, expenses, judgements, losses or damages which may arise out of or result from the assertion by any person that the supply by the Consultant for use or other application by Moose Jaw of all or any portion of the Services or Documents furnished under this Agreement infringes any industrial or intellectual property rights, or law relating thereto.

Article 3: TERMINATION

3.1 Termination for Cause

In addition to any other rights and remedies which it may have, Moose Jaw may terminate this Agreement if the Consultant:

- (1) fails to comply with any of the terms or conditions of this Agreement including, without limitation, late performance of Services or performance of the Services in a manner which does not conform with this Agreement; or
- (2) is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, institutes or becomes subject to proceedings under any laws for the relief of debtors, or if a receiver, monitor, trustee or liquidator is appointed over the Consultant's business.

3.2 Termination Without Cause

Moose Jaw may, at any time, terminate this Agreement without cause at its sole option by giving at least thirty (30) days written notice to the Consultant to that effect. Upon Moose Jaw giving such notice to the Consultant, the Consultant shall take all reasonable steps to wind-down the Services as soon as reasonably practical. Moose Jaw shall pay the Consultant for the Services completed prior to the effective date of termination, together with any actual direct costs resulting from such termination. Payment of such amounts will be the Consultant's exclusive remedy, and will constitute satisfaction of any and all liabilities of Moose Jaw, with respect to any such termination of this Agreement.

3.3 Rights on Termination

Upon termination of this Agreement and the engagement of the Consultant:

- (1) the Consultant shall, within seven days of notice of the termination, deliver to Moose Jaw all components and items of its Services and the Documents, as they exist as of the date of termination; and
- (2) all property, title and interest of the Consultant in the Services and Documents, as the same exists to the effective date of termination, shall immediately pass to and vest in Moose Jaw.

Article 4: INDEMNIFICATION AND LIMITATION OF LIABILITY

4.1 Consultant Indemnity

The Consultant shall indemnify and hold harmless the Owner Indemnified Parties from and against all liability, damages, losses, expenses or costs (including legal fees on a solicitor/client basis) suffered or incurred by Moose Jaw as a result of claims, demands, actions, causes of action, suits or proceedings, which may be made or brought or prosecuted against Owner Indemnified Parties or any of them by a third party, to the extent arising out of, resulting from or attributable to:

- (1) the acts or omissions, including, without limitation, negligence, gross negligence, or willful, wanton or intentional misconduct of the Consultant or the Personnel in the performance of the Services; or
- (2) a breach of this Agreement by the Consultant.

4.2 Consequential Damages

Notwithstanding any other provision of this Agreement, the Consultant shall not be liable to Moose Jaw in relation to this Agreement, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, for consequential damages, including, without limitation, loss of profits, loss of revenue or loss of anticipated business suffered or incurred by Moose Jaw arising from the performance of Services.

Article 5: INSURANCE

5.1 Consultant's Insurance

The Consultant shall, without limiting its obligations or liabilities herein, maintain and keep in force during the performance of the Services at its expense the following insurance with limits specified below:

- (1) commercial general liability insurance with a combined single limit of \$2,000,000 per occurrence and in the aggregate, covering all operations by or on behalf of the Consultant against claims for personal injury (including bodily injury and death) and property damage;
- (2) automobile liability insurance with a combined single limit of not less than \$2,000,000.00 for each occurrence of bodily injury (including passenger hazard), and property damage. Such insurance shall cover all owned, hired or non-owned motor vehicles;
- (3) professional liability (errors and omissions) insurance with a limit of \$2,000,000 for each claim and in the aggregate, covering losses arising from the performance of the Services; and
- (4) any other insurance which the Consultant is required by law to provide.

5.2 Terms of Insurance

The insurance obtained by the Consultant pursuant to Section 5.1 shall be provided in accordance with the following terms and conditions:

- (1) all insurance coverage specified in Section 5.1 shall be in a form and with insurers acceptable to Moose Jaw, acting reasonably.
- (2) the Consultant shall provide Moose Jaw with satisfactory proof of insurance coverage required by Section 5.1 prior to commencing the Services. The Consultant will provide certified copies of actual insurance documents if requested by Moose Jaw.
- (3) Moose Jaw shall be included as an additional insured for the Consultant's commercial general liability insurance for liability arising out of or in relation to the Services or the Consultant's work or operations performed under or incidental to this Agreement.

Article 6: GENERAL PROVISIONS

6.1 Rights and Remedies

Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties specified in this Agreement are cumulative and are not exclusive of any other rights or remedies which the parties would otherwise have.

6.2 Survival

All provisions of this Agreement which expressly or by their nature survive the termination of this Agreement or the completion of the Services will continue in full force and effect after any termination of this Agreement or the completion of the Services.

6.3 Independent Contractor

The Consultant shall be an independent contractor and not an agent or representative of Moose Jaw. Nothing contained in this Agreement shall create any contractual relationship between Moose Jaw and any subcontractor, nor an employment relationship between Moose Jaw and any of the Personnel.

6.4 Conflict of Interest

The Consultant and the Personnel:

- (1) shall conduct their duties related to this Agreement in good faith and with impartiality and if, in the course of their duties, they exercise inspection or other discretionary authority over any party with whom a separate relationship between them and such party could bring their impartiality in relation to this contract into question, the Consultant must notify Moose Jaw as to the nature and extent of such relationship;
- (2) shall not influence, seek to influence, or otherwise take part in a decision of Moose Jaw, knowing that the decision might further their private interests; and
- (3) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement or, that causes, or would appear to cause, a conflict of interest.

6.5 Confidentiality

- (1) In this Section, "**Confidential Information**" means: (i) the terms and conditions of this Agreement; (ii) all knowledge and information concerning the technical, commercial, business, and public service operations of Moose Jaw; (iii) any third party proprietary information in the custody and control of Moose Jaw; or (iv) any personal information as defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), any of which may be acquired by the Consultant in the course of the performance of the Services;
- (2) The Consultant shall keep all Confidential Information strictly confidential. The Consultant shall not, without the prior written consent of Moose Jaw, divulge to any third party any of the Confidential Information, or make any commercial use whatsoever of the Confidential Information. The Consultant agrees that the Confidential Information shall be used solely for the Consultant's performance of the Services. The obligations of the Consultant under this Section 6.5 shall survive completion of the performance of the Services or the termination of this Agreement, for a period of ten years.
- (3) The Consultant further agrees that only those of its Personnel who have a need to receive Confidential Information for the performance of its obligations under this Agreement shall have access thereto and, in such event, the Consultant agrees and undertakes to cause the Personnel to hold such Confidential Information so received under the obligations of confidentiality imposed by this Section.
- (4) For greater certainty, the Consultant shall be responsible to Moose Jaw for any disclosure or use of the Confidential Information contrary to this Agreement by any of the Personnel or any other party to whom the Consultant has disclosed such Confidential Information.

6.6 Assignment

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, as the case may be. The Consultant shall not assign this Agreement, or any part, benefit or interest in this Agreement, without the prior written consent of Moose Jaw.

6.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, proposals or tender submissions, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Agreement.

Schedule "D" – Solid Waste Management Master Plan