



713-2018 ADDENDUM 4

PROVISION OF COLLECTION LARGE ITEMS (BULKY WASTE) AND ABANDONED LARGE ITEMS (BULKY WASTE)

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE BID
OPPORTUNITY**

ISSUED: October 12, 2018
BY: Sam Brask
TELEPHONE NO. 204 986-5484

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20160708

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

PART A – BID SUBMISSION

Replace: 713-2018 Bid Submission with 713-2018 Addendum 4 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form B(R1): Revised Item No. 1 Approximate Quantity to **13,500**.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D21.10 to read: A copy of the safety training policies and procedures shall be provided to the Contract Administrator within sixty (60) Calendar Days after receiving notice of award.

Including but not limited to:

- (i) Job hazard analysis
<https://www.safemanitoba.com/Resources/Pages/job-hazard-analysis.aspx>
- (ii) Safe work procedures
<https://www.safemanitoba.com/Topics/Pages/Safe-Work-Procedures.aspx>

Add: D21.10.1 All revisions made to the safety training policies and procedures shall be provided to the Contract Administrator through the term of the Contract when the Contractor undertakes such revisions.

Add: D21.10.2 Where the Contractor's safety training policy and procedures do not address occurrences of safety concerns, the Contractor shall submit a job hazard analysis and safe work procedure for the City's review.

Add: D21.10.3 The Contractor's safety training policies and procedures are subject to the City's review.

QUESTIONS AND ANSWERS

Q1: With respect to Clause "D24.2 The Contractor acknowledges and agrees that C15.1 and C15.2 do not apply to this Contract or to the Work." Why would these two clauses – which are standard for contracts of this nature, size and scope – be excluded?

- A1: C15.1 and C15.2 do not apply to this Contract. D24 and E4.5 address situations where there are delays in the performance of the Work for the reasons identified in C15.1 and C15.2.**
- Q2: Please provide examples of how Clauses D24.8 (a) and (b) would be applied.
- A2: Refer to Bid Opportunity and specifically D24.4, D24.6 (b), D24.6 (c), D24.8 (a) and 24.8 (b).**
- Q3: With respect to Clause D24.10, it states that “In the case of a failure by the Contractor to perform the Work due to an Uncontrollable Circumstance, the City shall be entitled to arrange for the performance of the Work by others during any period of time that the Contractor is rendered unable to perform the Contract, or portions thereof, as a result of Uncontrollable Circumstances. The City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of Uncontrollable Circumstances, and the Contractor shall not make any claim with respect thereto.” Given the definition of “Uncontrollable Circumstance”, it seems unfair that the Contractor would have work taken away by the City. We ask that the City remove this statement.
- A3: The Bid Opportunity will not be changed.**
- Q4: With respect to Clause D25.2 (c), if the Contract Administrator is of the opinion that despite the mitigation plan that the Work will not be, or will likely not be, performed satisfactorily, the Contractor should be given the opportunity to revise the mitigation plan and resubmit it to the City.
- A4: The Bid Opportunity will not be changed.**
- Q5: With respect to Clause E3.9.3 – If the Contract Administrator cancels any direction made to Collect Abandoned Large Item (Bulky Waste) within 48 hours’ notice prior to the applicable Collection Day, then the Contractor should invoice that work as if it was performed, due to the minimal notice given by the City. We request that this be added to the Bid Opportunity and Contract.
- A5: Refer to the Bid Opportunity and specifically E3.9.3. The City will pay in circumstances where they have not provided 48 hours’ notice to cancel scheduled collection.**
- Q6: If a bidder submits their proposal via fax, how will the City confirm the receipt of each page of the bidder’s submission?
- A6: The Bidder may contact the Contracts Officer identified on the Materials Management website, prior to the submission deadline to confirm receipt.**
- Q7: Section D2.3 of the “Bid Opportunity” document specifies that the contractor can only collect a maximum of ten (10) items per pick up. In regards to “Form B: Prices”, what do each of the “Approx. Quantity” units refer to? Does 15,000 and 1,000 refer to the number of items collected, or the number of trips? Please clarify.
- A7: Refer to Bid Opportunity and specifically D2.3, D22.3, E10 and F1. Approximate Quantity for Item No. 1 on Form B: Prices refers to the estimated amount of trips (pickups). Approximate Quantity for Item No. 3 on Form B: Prices refers to the estimated amount of hours.**
- Q8: Also in regards to “Form B: Prices”, the “Recycling Depot Collection on a Set Day Cycle” lists an “Approx. Quantity” of 4, and the unit is “Each/year”. Could the City clarify what these mean? Does 4 represent the number of recycling depots, with each depot getting 104 services per year?
- A8: Refer to Bid Opportunity and specifically E9.1 (b). The Approximate Quantity for Item No. 2 refers to the current number of Recycling Depots in the City.**

Q9: The City's number of total trips per year is steadily declining, with 2015 listed as 14,544 trips, 2016 listed as 12,743 trips, and 2017 listed as 12,049 trips. Could the City provide bidders with numbers from 2018? Please adjust the quantities in "Form B: Prices", to also reflect this decline, as 15,000 trips seems very high.

A9: Refer to 713-2018 Addendum 4, PART A – BID SUBMISSION.

Q10: Are you able to provide the historical numbers for 2017 (or earlier years) in regards to the largest amount of pickups in one day?

A10: The City cannot provide this information.

Q11: In regards to the D.18 item 3 - Failure to Provide and Utilize the required number of Collection Vehicles as specified and/or required in the Contract. We are estimating a number of trucks needed based on worst case scenario, it is possible that we will have some trucks not being utilized each day, please confirm that we will not be penalized for this? When it states "Specified and/or required", will this be the amount of Vehicles that we specify in our implementation Plan? Or will we be provided with an actual number required?

A11: Refer to Bid Opportunity and specifically E6.1. The Contractor shall provide and utilize sufficient amount of Collection Vehicles to complete each day's Work on time and on a consistent basis. D18.3 item 3 is applicable if Collection Vehicle(s) were not utilized on a collection day and collection was not completed as a result.

Q12: Does Extra Work (E.10) need to be completed in the same daily time frame as the Scheduled /Abandoned Pickups (7am-6pm)?

A12: The Extra Work is required to be completed within the same daily time frame as scheduled (7 am to 6 pm).