



767-2017 ADDENDUM 3

PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

ISSUED: December 21, 2017
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: Ar20160708

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

PART D – SUPPLEMENTAL CONDITIONS

- Add D2.3.1 Further to D2.3, in the opinion of the Contract Administrator, should the Contractor successfully implement the Alternate Plan, Liquidated Damages in D16.2 and D16.3 shall not apply.
- Revise D23.1 If at any time the Contract Administrator determines that the Work is not being, or will likely not be, performed **in strict accordance with the Contract**, the Contract Administrator may order the Contractor to submit, in the form, content, and in the time required, by the Contract Administrator, its remedial plan indicating the corrective steps (including, without limitation, additional labour and/or MRF Equipment, including processing fixed and moving equipment) to be engaged and deployed that the Contractor will take to correct such failure. The Contractor shall implement any such remedial plan without cost to the City.

PART E – SPECIFICATIONS

- Add: E3.7 During the Contract, should the amount of Recyclables delivered to the MRF fall below a total of 52,000 tonnes during any calendar year, the City will guarantee the Contractor a minimum payment of 52,000 tonnes for said calendar year.

APPENDICES

- Add: Appendix_H Approval of Award of Contract Extension for the Processing and Marketing of Recyclables

QUESTIONS & ANSWERS

City of Winnipeg 767-2017 Request for Proposal Questions and Answers;

- Q1: We are requesting an extension of the Submission Deadline by 3 weeks.
- A1: **Please refer to Addendum 2, B2.1.**

- Q2: Can you provide the Form of Contract that we are being asked to execute in accordance with Form A: Proposal Item 6?
A2: The Contract is defined in C1.1 (n).
- Q3: Are the current rates a matter of public record, and if so can we get them?
A3: The current unit rates are not public information. Proponents may refer to Appendix_H as background information.
- Q4: How much capacity for storage does contractor need? Will the City require stockpiling of bales in down markets?
A4: The Contractor is responsible to market the materials and to determine the capacity of storage required. Please refer to the Request for Proposal including E20.1 and Addendum 2, E21.2.
- Q5: What happens if commodity plus transportation values fall below \$0? Will the City pay in order to move the commodities?
A5: Please refer to the Request for Proposal and Addendum 2, E21.2.
- Q6: Is the start date negotiable?
A6: The City is not prepared to consider a change to the start date at this time.
- Q7: Are Clauses D16.2 D16.3 D16.9 negotiable?
A7: The Request for Proposals D16.2, D16.3, and D16.9 are not negotiable.
- Q8: Would the City consider in removing clause D24.1?
A8: The City will not consider removing clause D24.1 at this time.
- Q9: Before a contractor can agree to the liquidated damage amounts as stated, please provide how the City arrived at their numbers and whether or not they truly reflect the impact of the stated service failure.
A9: The Liquidated Damages indicated in D16 are based on projected costs that may be incurred by the City should the Contractor fail to provide remedial service or fail to successfully implement the Alternate Plan.
- Q10: Regarding D21.1, whose determination would these decisions be made and what are the prescribed criteria to be judged on?
A10: This is a Contract Administrator's determination in accordance with D21.1, that the Work is being performed in strict accordance with the Contract.
- Q11: Regarding D23.1, is there a definition for satisfactory performance of performance failure?
A11: Refer to the Request for Proposal and specifically Addendum 3, D23.1.
- Q12: Will the City consider the removal of clause D24.1?
A12: There will be no change to the Request for Proposals.
- Q13: Would the City guarantee to supply, as a minimum, the existing annual tonnage (55,000t)? If not, will the City commit to delivering all the residential recyclables for which it is responsible?
A13: Refer to the Request for Proposal and specifically Addendum 3, E3.7.
- Q14: Regarding service requests, as defined in the City's RFP. It can be difficult to verify the actual date a service request was received from the general public. Therefore, should all service requests be forwarded directly from the City?
A14: The date and time of the Service Request shall be when the Service Request is forwarded to the Contractor by the City.
- Q15: If the material is compressed so that the commodities cannot easily be separated how will the city assign these materials? How much effort must be made to separate the materials?
A15: Refer to the Request for Proposal and specifically Addendum 1, E10.11.
- Q16: How will the City address over compaction by the collection contractors? Will this be addressed in the audits or in some other method?
A16: Refer to the Request for Proposal and specifically Addendum 1, E8.3. The current collection contracts stipulate that the Recyclables shall not have a density greater than 200kg/m³ (weight/volume of vehicle).