



302-2016 ADDENDUM 2

INTERGRATED SOLID WASTE COLLECTION IN THE CITY OF WINNIPEG

URGENT

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

ISSUED: June 24, 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: Ar20150806

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 B – BIDDING PROCEDURES

- Revise: B2.1 to read: The Submission Deadline is 4:00 pm Winnipeg time, July 11, 2016.
- Revise: B13.2(c)(ii) to read: number of reported damaged carts per ten thousand of homes serviced.
- Revise: B14.3 to read: Submit the name with experience and qualifications of the Key Personnel identified in B14.2(a) and B14.2(b) assigned to a contract for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Contract Manager, managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B14.2.

PART D – SUPPLEMENTAL CONDITIONS

- Revise: D2.6(e)(i) to read: Where a Multi-Family Building has requested that its Collection be switched to become Collection for a Residential Dwelling Unit, Collection, and if the request is approved by the City (e.g. may be approved in circumstances where the Multi-Family Building is a linear condominium), the Collection for such converted Multi-Family Building shall paid as **each** Residential Dwelling Unit.
- Revise: D3.1(g) to read: Except as expressly provide in the contract including as provided in D3.1(h), D3.1(i) and D3.1(j), Collection shall occur on a Monday through Friday basis.
- Revise: D3.1(i) to read: When New Year's Day, Remembrance Day, Christmas Day occurs between Monday and Friday, collection shall shift forward one day, (as an example if such statutory holiday falls on a Wednesday, Wednesday's collection shall occur on the Thursday, Thursday's collection shall occur on the Friday, Friday's collection shall occur on the Saturday)
- Revise: D23.1 to read: The unit prices specified on Form B: Prices will be adjusted on October 1, 2018 and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 30% change in Index "B", plus 20% change in

Index "C". The monthly period used will be October of the previous year compared with September of the current year.

PART E – SPECIFICATIONS

- Delete: E3.2(h) Proof of security clearance for applicable personnel as required in the Contract.
- Revise: E4.3 to read: Unless Route Supervisors are named in the Contractor's Bid, the Contractor shall, within sixty (60) Calendar Days prior to the commencement of Work, submit to the Contract Administrator for consent the names and particulars of the person(s) the Contractor proposes to appoint as Contractor's Route Supervisors accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if an appointed person fails to act in the capacity of Route Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person(s) for such appointment(s).
- Revise: E4.6 to read: Security clearances shall be required under this Contract for Walk-up Service and Route Supervisors as identified in B18.3(e). Proof of Security Clearances shall be submitted to the Contract Administrator no later than September 1, 2017.
- Add: E5.18(b) must remain within and on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface. Snow on roadways will be cleared in accordance to the City of Winnipeg, Snow and Ice Control Operations Manual (as same maybe revised and in affect from time to time). <http://winnipeg.ca/publicworks/snow/snowClearing/snowClearingPolicy.stm#Streets>
- Add: E17.7.1 Yard Waste containers shall be, plastic tubs, metal or plastic cans, cardboard boxes or Kraft paper bags weighing no more than 34 kilograms (including container and contents. Branches tied and bundled (no longer than 1 metre (3 Feet) in length and 100mm (4 inches) in diameter). No plastic bags shall be accepted.
- Revise: E18.6 to read: The Contractor shall note that security clearances shall be required under this Contract for any personnel entering private property while performing Walk-up Service as identified in B18.3(e). Security Clearances shall be submitted to the Contract Administrator no later than September 1, 2017.
- Revise: E23.1 to read: The Contractor shall assist the City during the performance of waste audits. Audits may be performed up to four times per year. When required, and as directed by the contract administrator, the contractor may be directed to exclude certain locations from collection for a short period of time. Collection will occur by a third-party. There will be no extra compensation for the contractor's involvement.
- Add: E31.4.1 to read: The Contractor shall have the following Cart parts on hand for repairs:
- (i) lids,
 - (ii) wheels and axles,
 - (iii) lift bars.
- Add: E31.8.1 to read: The current replacement cost charge to the Contractor for replacement is as follows and are subject to change from time to time:
- 240 Litre Cart - \$85.00

360 Litre Cart - \$100.00

DRAWINGS

Replace: SWD-D-2017_Intergrated Solid Waste Collection for Area One and Area Two with
SWD-D-2017 R1_Intergrated Solid Waste Collection for Area One and Area Two.

APPENDICES

Replace: Appendix A, breakdown as of April 15, 2016 on Multi-Family Building for Area One with
Appendix A_R1, breakdown as of April 15, 2016 on Multi-Family Building for Area One.

Replace: Appendix B, breakdown as of April 15, 2016 on Multi-Family Building for Area Two with
Appendix B_R1, breakdown as of April 15, 2016 on Multi-Family Building for Area One.

QUESTIONS & ANSWERS

- Q1: E17.1 requires all Yard Waste to be collected. Dose this include loose yard waste at the curb or in back lanes or does the Yard Waste need to be in a type of bag or container? Can customers set out in plastic bags and if so what types? Do branches need to be tied in small bundles or are we required to collect lose branches and twigs.
- A1: The Contractor is not responsible loose yard waste at the curb or in back lanes except for spillage caused by the Contractor during collection. Refer to D5.1(eee) and Addendum 2 E17.7.1
- Q2: E37.11, 13, 14 & 15 - if a service deficiency is created, a liquidated damage is charged. If more than 20 are created by service type in a day, an additional liquidated damage is charged? As described, if the remedy isn't completed within 24 hours, there could be 3 or 4 penalties totalled for a single caller. Please explain how this is not a penalty and how the City's damages would actually increase for a single caller?
- A2: If a Contractor has 0 to 20 missed Collections, per material type per day, no liquidated damages shall apply and E8.27 still applies. If E8.27 is not met E37.11 and E37.12 apply.
If a Contractor has between 21 and 40 missed Collections per material type per day, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 13 and E8.27 still applies. If E8.27 is not met E37.11, and E37.12 apply.
If a Contractor has greater than 40 missed Collections per material type per day, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 14 and E8.27 still applies. If E8.27 is not met E37.11, and E37.12 apply.
- Q3: The City's web site indicates that Multi Family Buildings with more than 48 dwelling units can only use Front End collection for recycling and all garbage will be collected by front end service. Many "Multi-Family Buildings" are already using Front End. Also according to the City's web site between 24 and 48 units the "Multi-Family Building" has the option to use Front End or carts for recycling. Why are there so many "Multi-Family Buildings" with more than 48 units in Appendix A and B and when will these be switched to Front End container service? Is there a possibility that large Multi-Family Buildings with more than 48 units will be switched from Front End service to Cart service? How will the City adjust pricing if or when Multi-Family Buildings over 48 units are added to this contract?
- A3: Yes there is a possibility that a large Multi-Family Building with more than 48 units may have cart service. The web-site only states recommendations. Type of Service is determined by the Premise. Payment would be as per D22.

- Q4: The City has indicated a volume standard for Commercial Small locations and the right to increase the volume allowance for the customer from 240 L to 600L. Is the contractor entitled to the increased fee indicated on the Form B: Price at A21, A22, A23, A24, A25, A26, B21, B22, B23, B24, B25, B26 when the customer increases its requirement above the Volume Standard of 240L. This question also applies to Places of Worship and Charitable institutions.
- A4: No fee increase shall apply for volume upgrades at Commercial Small, Places of Worship and Charitable Institutions.
- Q5: If the City increases the volume standard for a "Multi Family Building" above the Volume Standard indicated at D2.6 is the contractor entitled to an additional fee? If so please make provision for price in Form B. The City is entitled to increase the volume standard infinitely. If there is no price adjustment to fees is there any limit to the volume the City will require to be collected.
- A5: No additional fee for increase in volume standard. The City may increase or decrease the applicable Volume Standard for a Multi-Family Building depending on participation.
- Q6: D2.6 indicates that a "Multi Family Building" (that is with more than 8 units) can be converted to a "Residential Dwelling Unit" (the case of linear condominium was provided) and will be paid as a "Residential Dwelling Unit". As phrased this allows the City to take a site like 236 Fairlane (Indicated in question 3) define it as a Residential Dwelling Unit and pay the contractor for it as one Residential Dwelling Unit and this site would have a volume standard of 240L for each of its 72 dwelling units for each of garbage and recycling. If the City identified a financial advantage it could convert most Multi-Family Building and pay for them as Residential Dwelling Units. How will the City protect the Contractor from this occurring? Please explain how this is to work?
- A6: If each of the 72 converted to a single Dwelling Units, the contractor would be paid for 72 residential Dwelling Units as per Item A1, A2, B1, B2 in Form B. Locations would include but not limited to linear condo's which have individual front doors and garages. These types of location have the choice of individual collection or communal collection (Individual; collection would be considered Residential Units, 240 L Carts) or (communal collection would be considered Multi- Family Buildings, 360 L Carts).
- Q7: D3.1(f) seems to conflict with E19? In that the service schedule is not set day cycle once it is as directed as per E19. This also impacts the description in Form B: Price which indicates Set Day Cycle once but indicates an expected 551 units in area A. Please clarify?
- A7: Collection occurs once per cycle on a set day on the same day as Garbage and Recycling, this does not contradict the two Clauses. See Specification E19.3 (c) (i). As shown in Form B prices these are the estimated number of calls.
- Q8: D3.1(f) Is a request for surplus waste collection considered a service deficiency resulting in a penalty or a missed collection resulting in a penalty? Will 311 instruct the client to place the material in their cart and call it in as a missed collection resulting is a service deficiency and a penalty. How does the City address this?
- A8: No it is a request for service as per E19, and 311 will not direct client to place material in cart. Liquidated damages will apply as per Item 11 and 12 in Table 1.
- Q9: D4 indicates that the Contract term shall commence on notice of award. This is likely to occur with more than a year left in the current contract or sometime in 2016 requiring the contractor to:
- a. provide performance security from award,
 - b. Attend weekly meetings (D19) from award
 - c. Further questions:
 - i. At what date must the Contractor's Contract Manager be in place and working? The Bid indicates this person must be submitted for approval before 90 days from award and before the start of

Work. There is a requirement to be available for meetings starting at award? (above) The same question applies to the Contractor's Fleet Manager and the Route Supervisors.

- A9: Refer to Addendum 1, Supplemental Conditions. Meetings will be scheduled as required. The Contract Manager commences on notice of award, Fleet Manager and the Route Supervisors shall be identified as per E4.3. Meetings will be scheduled as required.
- Q10: E7 is extremely prescriptive and does not indicate if any or all information will be provided by the City with respect to cart information. If not provided, a much longer time line for implementation and testing is required. How will new cart information be sent to the contractor?
- A10: The City will provide a shape file identify locations for collection, to the successful contractor after award.
- Q11: D2.7 of the Supplemental Conditions indicates that "The Contractor does not have an exclusive right to perform the Work in the Area, and this contract is not a guarantee of exclusivity". This is very unusual given the nature of this contract and the Capital investment etc. required by the Contractor. Please clarify.
- A11: Under the contract the City has retained rights and privileges, including by way of example those that arise under D24 and D25.
- Q12: B25.9 When the project is cancelled (apparently with no cause indicated) the City has reserved the right to cancel the contract after it has been awarded and only the work rendered up to time of termination will be paid. If this happens just before the start of work or in the early part of the contract then the Contractor will lose recovery of it capital cost (the cost of new trucks and equipment) normally planned to be amortised over the life of the contract. This represents millions of dollars of risk with no protection. If the City Cancels the Contract, will they make the Contractor whole for its unrecovered capital, equipment and mobilization costs? In addition the City is not required to provide notice. Therefore the contractor will not be able to provide notice and will be required to pay notice and severance required by law to its employees. Will the City make the Contractor whole on these costs if the contract is cancelled early? Can this happen once collection has started (ie. After October 1/17)
- A12: The City will be responsible for all bona fide unrecoverable costs by the vendor.
- Q13: D22.3 If the sub paragraphs indicate the unit of payment is each, In all sub-sections please indicate what each is?
- A13: In Form B Prices, the unit price is the yearly cost for each unit. The amount is the Unit Price multiplied by the Approximate Quantity.