



767-2017 ADDENDUM 1

PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

URGENT

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

ISSUED: December 5, 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 B – BIDDING PROCEDURES

Revise: B12.3 to read: Submit the experience and qualifications of the Key Personnel identified in B12.2(a) and B12.2(b) assigned to the Project for projects of similar complexity, scope and value. 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 be identified in the organizational chart referred to in B12.2.

Revise: B16.1(d) to read: Proponents must have a minimum five (5) years of **demonstrated** experience in providing Processing services of **Single Stream or Multi-Stream** material collected from residential curbside recycling collection of over 30,000 tonnes, per year, per facility.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D4.1 (mm) to read: **“Process or Processing”** means services that involve producing Commodities and Divertibles from Single Stream Recyclables supplied by the City, and include but are not limited to: receiving, sorting, baling, storing, weighing and loading.

Add: D4.1 (ccc): **“Single-Stream”** means a recycling system in which all paper fibers, cardboards, plastics, metals, and other containers are, at the time of collection, mixed together in a collection truck.

Add: D4.1 (ddd): **“Multi-Stream”** means a recycling system in which waste generators are required to source-separate recyclable material in to two (or more) separate collection bins (generally, paper fibers are placed in one bin and all other containers are placed in other bins), and at the time of collection, remain separated in one or more collection trucks.

Add: D4.1 (eee): **“Combined Commodities”** means two or more different Commodities that are loosely placed together (nested) with each other, and that can be separated into individual Commodities, using very little effort.

- Add: D4.1 (fff): **“Compacted Commodities”** means two or more different Commodities that are compressed tightly together that require excessive force to separate into individual Commodities.
- Revise: D16.5 to read: If the Contractor fails to notify the City within 48 hours of receipt of any Customer Service Request, the time, date, and service provided, **and in the case of a Service Deficiency**, the remedy of the Service Deficiency, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 4.
- Revise: D19.9(a) to read: hard hats, CSA safety footwear, coveralls, eye protection, hearing protection, safety vests, **puncture resistant** gloves, and any other personal protective equipment (PPE) that may be required;
- Revise: D23.1 to read: If at any time the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily **in 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.”
- Revise: D27.4 to read: The Contractor may, not later than the day that is thirty (30) Calendar Days from the date of receipt of payment, submit to the Contract Administrator a written statement of objection concerning the amount of payment accompanied with full written disclosure and particulars concerning the matter(s) under objection. If the Contractor neglects or fails to observe fully and faithfully the above conditions, he/she shall be conclusively deemed to have accepted the payment and to have expressly waived and released the City from any claims, at law or otherwise, with respect to same.
- Revise: D28.1.1 to read: The maximum annual adjustment shall not exceed **a 5% increase or decrease**.
- Revise: TABLE 1: DESCRIPTION OF LIQUIDATED DAMAGES to read:

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| 9 | Commodities knowingly sold to End Markets that use the Commodities other than for the purposes of the production of usable materials or products. | \$300 per metric tonne of Marketed Commodity. |
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PART E – SPECIFICATIONS

- Add: E3.1.1 Further to 3.1, the quantities listed on Form B: Prices represent an estimate of the amount of Recyclables expected to be collected based on City of Winnipeg future population and housing estimates, plus an assumed improvement in the collection program. The quantities listed are approximate only and will be used for the purpose of evaluating Proposals. The Contractor will be compensated for the Work actually performed and completed.
- Revise E3.5 to read: The Contractor shall process all material (current and future quantities) provided by the City collected in City recycling programs and/or **Single Stream and Multi-Stream material from** other recycling programs authorized by the Contract Administrator.
- Add: E3.6 Information on the City’s recycling collection programs, including a list of acceptable materials, can be found at <http://www.winnipeg.ca/waterandwaste/recycle/cartcollection.stm>.
- Revise E6.3 to read: Upon request by the Contract Administrator **by 5:00pm on the required day**, the Contractor shall extend the hours of operation of the weigh scales and tipping **floor until**

11:00pm on the required day, to allow the City to deliver Recyclables beyond regular Collection hours as described in E6.1 and E6.2. The Contractor shall be compensated by the City for this service as per Item 3, Form B: Prices.

- Revise E7.3 to read: Further to C6, all MRF Equipment used in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations.
- Revise E8.3 to read: The Contractor shall Process the Recyclables delivered to the MRF into the **individual categories of Commodities (Categories 1-12) and Divertibles (Categories 1-2)** listed in Appendix A.
- Delete: E8.1 which reads: If the Contractor receives a notification from the Contract Administrator concerning a Service Request or a Service Deficiency, the Contractor shall:
- (a) perform the required applicable service, or remedial Work concerning the deficient service , within 24 hours of receipt of such notice; and
 - (b) report to the Contract Administrator within 48 hours of receipt of such notice, the time and date when such performance occurred.
- These items are subject to liquidated damages as noted in D16.4 and D16.5.
- Delete: E8.1 which reads: The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.
- Add: E8.14 If the Contractor receives a notification from the Contract Administrator concerning a Service Request or a Service Deficiency, the Contractor shall:
- (a) perform the required applicable service, or remedial Work concerning the deficient service , within 24 hours of receipt of such notice; and
 - (b) report to the Contract Administrator within 48 hours of receipt of such notice, the time and date when such performance occurred.
- These items are subject to liquidated damages as noted in D16.4 and D16.5.
- Add: E8.15 The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.
- Revise E10.1 to read: **Upon consultation with the Contractor, the City** may alter Appendix A, **due to, including but not limited to, changes in End Markets or End Market Specifications, including** adding or subtracting items to the list of Recyclables, Divertibles, Commodities and/or Contamination, and/or increasing or decreasing the quality of any Divertible and/or Commodity. In the event that said alterations increases **or decreases** the Work, the City will assess the cost of any increases **or decreases** in the Work incurred by the Contractor, and if approved by the Contract Administrator, payment thereof, will be made to the Contractor, in accordance with C7. **In the event that the Work is decreased, payment will be in the form of a credit to the City.**
- Add: E10.10 Combined Commodities shall be separated and each Commodity shall be sorted into the appropriate category in Appendix A.
- Add: E10.11 Compacted Commodities shall be considered Contamination.
- Revise E11.2 to read: The Contractor shall dispose of the Residue at the Brady Road Resource Management Facility at 1901 Brady Road, Winnipeg, or at a location **within city limits**, designated by the Contract Administrator. The Contractor is responsible for all costs associated with the transportation and disposal of the Residue. **This includes the cost of all associated**

tipping fees, at the current rate, at the time of disposal, of which the value shall not exceed \$100.00 per metric tonne.

- Add E15.2.1 The Contractor shall include in the hourly rate indicated in Item 4, Form B: Prices, all costs associated with providing for the Extra Work, a minimum of one (1) skid-steer type loader with operator and two (2) labourers and all the necessary small tools, equipment and personal protective equipment to fully support the activities of the same.
- Revise E20 to read: **MARKETING OF COMMODITIES AND DIVERTIBLES**
- Revise E20.1 to read: The Contractor shall be responsible for Marketing the Commodities **and the Divertibles**. The goal of the marketing strategy is to maximize the amount of revenue received for the **Commodities and Divertibles**.
- Revise E20.3 to read: The Contractor shall Market the Commodities **and Divertibles** to End Markets that produce the highest value of net revenue (transportation costs subtracted from gross revenue). End Market and End Market agreements shall be reviewed by the Contract Administrator. The City reserves the right to direct the Contractor to Market a Commodity **or Divertible** to any End Market. Every effort must be made to ensure that the Commodity **and Divertible** are, in fact, used for the production of usable materials or products.
- Revise E20.4 to read: If the Contractor knowingly **sells** Commodities to End Markets that use the Commodities other than for the purposes of producing usable materials or products, the Contractor shall be subject to liquidated damages as per D16.10.
- Revise E20.5 to read: The Contractor shall be responsible for any additional costs associated with the Marketing of any Commodity **or Divertible** that has been deemed unacceptable by the End Market due to the Contractor's failure to process the material in accordance with End Market Specifications (or for any other reason) including, but not limited to, any or all applicable demurrage and transportation charges regarding the Marketing of the Commodity **or Divertible** to subsequent End Markets.
- Revise E22.3 to read: The Contractor will compensate the City, an administrative fee of \$25.00 per tonne of **Single Stream** Recyclables from sources other than from City of Winnipeg programs that are Processed at the MRF.

APPENDICES

- Replace: Appendix A with Appendix A (Revision 1)
- Replace: Appendix C with Appendix C (Revision 1)
- Replace: Appendix D with Appendix D (Revision 1)
- Replace: Appendix G with Appendix G (Revision 1)