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ADDENDUM NO. 5
BIOSOLIDS OPERATIONS, MAINTENANCE AND PELLET MARKETING SERVICES
RFP NO. 180-18

January 18, 2019

This addendum amends and forms part of the Proposal Documents. The Proponent shall insert the addendum behind the cover page of the Proposal Documents.

QUESTIONS/ANSWERS FOR GENERAL QUESTIONS:

Question #1:

Will the current contractor please provide a copy of the pellet marketing agreement with LaSalle Agri?

Answer: No, the contract with LaSalle Agri is not available.

Question #2:

RFP appendix B item 8. Please clarify if the details requested in the spill control plan such as identifying contract personnel and equipment are to be provided in the proposal, as opposed to submitting the details of such a plan once the proponent is selected.

Answer: Yes, please provide details in the Submission.

Question #3:

RFP appendix B item 13.3, please clarify what this section means. Why would we identify opportunities for other pelletizing facilities?

Answer: If the Proponent is currently operating a similar facility or has in the past which could allow that Proponent to identify EMO for the WBPF.

Question #4:

Does the City actually intend to retain the bid security if the parties are not able to reach an agreement during the negotiation period?

Answer: A bid security is the most commonly used risk management tool at the Proposal stage. It is a legal instrument, enforceable by law and is a three-party agreement with specific obligations required by each party. A bid security provides assurance to the City from the surety that the Proponent is not only qualified, but they will take their tendering obligations seriously and will follow through on their commitments. The City reserves the right to retain the bid security if the parties are not able to reach an agreement.

Question #5:

Contract item 3.2 (f) (i), will the successful Proponent be provided an editable soft copy of the current O&M manual?

Answer: Yes

Question #6:

Reference Section Item #2 - If transportation is to be conducted by the Proponent's own forces are references for transportation still required?

Answer: No.

Question #7:

With respect to section 9.3(C) will the City of Windsor continue to retain a bank draft or a letter of credit during the course of the contract term if the proponent is awarded the job, even though proponent is required to guarantee their performance by providing a performance bond?

Answer: No, the bid bond, certified cheque or irrevocable letter of credit are only applicable until Contract execution. After Contract execution the renewable performance bond and labour and material payment bond shall take effect.

Question #8:

Provide job title, years' experience, and current union wage rate for each current plant staff member.

Answer: Cannot provide this information as it is proprietary to the current operator.

Question #9:

Is there an expectation for any increase in staffing? If so, how many will be required?

Answer: There is no expectation from the City. It is up to the Proponent to determine how many staff are required to successfully operate the WBPF.

Question #10:

Define "first class state of repair".

Answer: It is already defined in the Contract.

Question #11:

Are costs for acquiring or leasing sludge cake trucks and trailers included in the Annual Allowance?

Answer: No, transportation is the responsibility of the Proponent and is not part of the Annual Allowance.

Question #12:

Page 9, paragraph 3.7, Can the City provide Proponents with a comprehensive list of the "software rights and licenses and other intellectual property rights, plans, sketches drawings, graphic representations, license fees, levies, permits and approvals", together with the names and addresses of entities holding these items, to whom disbursements must be paid?

Answer: Yes, all of the information will be provided to the successful Proponent.

Question #13:

Page 33, paragraph 3.20: Subcontractors: It is generally cost effective to secure the services of professional trucking firms who can provide off-site redundant tractors, trailers and containers. Can the City allow transportation subcontracting to well-qualified firms?

Answer: Yes, but it will require prior written approval from the City at the City sole and absolute discretion.

Question #14:

With respect to the performance bond and labour and material bond, would the City be open to accepting a letter of credit performance security in place of a performance bond?

Answer: No.

Question #15:

Follow up to question 30 in Addendum 2. You are asking the proponents to submit a declaration to identify any city employees or consultants who may have a conflict. We understand that your employees have an obligation to report such conflicts to you, but how are we to prepare such a declaration if we do not know who your employees and consultants are? Also, there are only so many consultants in this industry, our company, and its affiliates, likely currently work with most of them on numerous projects across North America. Would it be sufficient to identify any direct conflicts we are currently aware of relevant to this project?

Answer: Yes

Question #16:

Does the operator get paid for all biosolids received despite the fact that some material may be diverted from the drier process to an alternate off-site location?

Answer: Yes.

Question #17:

Is repairing the asphalt or concrete a maintenance cost to be incurred by the Contractor rather than funded by the City's Capital Improvement Fund? Would replacing the asphalt or concrete be classed as a Capital Improvement? Please clarify.

Answer: Asphalt or concrete replacement or repair is classified as a Capital Improvement.

Question #18:

Section 3.20 notes that the Operator shall not, without the prior approval from the City, employ or hire the services of subcontractors. Is the intention of this clause to seek approval for transportation subcontractors only or does it also include mechanical subcontractors for plant repairs (as an example)?

Answer: It includes all subcontractors and it will require prior written approval from the City at the City sole and absolute discretion.

Except for the contents of this addendum, all other terms and conditions of this proposal remain the same.

END OF ADDENDUM NO. 5

Yours truly,

THE CORPORATION OF THE CITY OF WINDSOR

Elaine Castellan

Elaine Castellan
Purchasing Supervisor

EC/jm

ADDENDUM NO. 5
BIOSOLIDS OPERATIONS, MAINTENANCE AND PELLET MARKETING SERVICES
RFP NO. 180-18

January 18, 2019

I hereby acknowledge receipt of Addendum No. 5 to the RFP No. 180-18 (5 pages).

The information contained therein is hereby noted and account of same will be taken in our proposal cost.

This information was received on the _____ day of _____, 20_____.

Signature

Name (Printed)

Company Name

***NOTE: You are required to acknowledge this addendum with your proposal submission.**

**PLEASE FAX BACK TO (519) 255-9891 OR E-MAIL @ purchasing@citywindsor.ca SIGNED
ACKNOWLEDGEMENT SHEET ASAP**

Attn: Purchasing Department