

ADDENDUM NO. 4
YQG – BAGGAGE SYSTEM UPGRADE AT THE WINDSOR INTERNATIONAL AIRPORT
RFP NO. 194-18

January 16, 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:

Question #1:

Would it be possible to have access to the AutoCAD files of the actual system in place at the Windsor Airport?

Answer: The AutoCAD files can be downloaded from the link below. It should be noted that these files are not to be shared. Additionally, this link will be expired on Friday, January 25, 2019.

<https://www.dropbox.com/sh/7gz9m7i1qenolpe/AADRNwaBDNea9lht02YxTBx5a?dl=0>

REVISIONS TO SPECIFICATIONS:

Delete Section 8.1 (c) and replace with:

Proponents shall obtain an agreement to bond performance security and labour & material payment bond as described in paragraphs 9.1.1, 9.1.2 & 9.2.1, 9.2.2.

Delete Section 8.3 (d) (iv) and replace with:

which does not include the agreement to bond / surety's consent for performance security and labour & material payment bond, described in paragraphs 9.1.1, 9.1.2 & 9.2.1, 9.2.2 may be declared non-compliant

Delete Section 9 and replace with:

9.1 Attach to the Services Proposal evidence that if awarded the Contract the Proponent will provide the **performance bond** required by the Contract. Such evidence shall be in the form of one of the following:

- 9.1.1 an agreement to bond or surety's consent issued by a surety licensed to conduct surety and insurance business in Canada or in Ontario for a **performance bond** in the Form 32 Performance Bond under section 85.1 of the Construction Act. in the amount of fifty percent (50%) of the fixed, All-Inclusive lump sum price. If a Proponent proposes another form of performance bond, it shall propose the alternative form following the process described in section 4.1 of these Instructions to Proponents. The agreement to

bond / surety's consent shall remain valid for at least the duration of the Irrevocability Period; or

9.1.2 an agreement to provide an irrevocable standby letter of credit from an accredited financial institution in the amount of fifty percent (50%) of the fixed, All-Inclusive lump sum price in the form as attached in this addendum.

9.2 Attach to the Services Proposal evidence that if awarded the Contract the Proponent will provide the **labour & material payment bond** required by the Contract. Such evidence shall be in the form of one of the following:

9.2.1 an agreement to bond or surety's consent issued by a surety licensed to conduct surety and insurance business in Canada or in Ontario for a **labour & material payment bond** in the Form 31 Labour and Material Payment Bond under section 85.1 of the Construction Act. in the amount of fifty percent (50%) of the fixed, All-Inclusive lump sum price. If a Proponent proposes another form of labour & material payment bond, it shall propose the alternative form following the process described in section 4.1 of these Instructions to Proponents. The agreement to bond / surety's consent shall remain valid for at least the duration of the Irrevocability Period; ; or

9.2.2 an agreement to provide an irrevocable standby letter of credit from an accredited financial institution in the amount of fifty percent (50%) of the fixed, All-Inclusive lump sum price in the form as attached in this addendum.

REVISED AND ATTACHED:

APPENDIX "D" EVALUATION CRITERIA, Page 35 (1 page)

ATTACHED:

Form of Letter of Credit (2 pages)

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

END OF ADDENDUM NO. 4

Yours truly,

THE CORPORATION OF THE CITY OF WINDSOR

Elaine Castellan

Elaine Castellan
Purchasing Supervisor

EC/jm

ADDENDUM NO. 4
YQG – BAGGAGE SYSTEM UPGRADE AT THE WINDSOR INTERNATIONAL AIRPORT
RFP NO. 194-18

January 16, 2019

I hereby acknowledge receipt of Addendum No. 4 to the RFP No. 194-18 (6 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

**YQG – BAGGAGE SYSTEM UPGRADE AT THE WINDSOR INTERNATIONAL AIRPORT
 INSTRUCTIONS**

APPENDIX “D” – EVALUATION CRITERIA

1. Evaluation of Services Proposal

The Services Proposal will comprise 70% of the overall Proponent score. The evaluation criteria and relative weightings are to be applied as follows, referencing Appendix B:

Mandatory Criteria – IS A PASS/FAIL OF THE (SERVICES PROPOSALS) AT THE SOLE, ABSOLUTE AND UNFETTERED DISCRETION OF THE CITY.

NOTE: Proponent must obtain a PASS to move on with the evaluation

EVALUATION CRITERIA-MANDATORY	PASS/FAIL
<ul style="list-style-type: none"> • Is the Proponent’s Offer Document - Appendix A, compliant as required in paragraph 8.2(a) • Is the Proponent’s specified bid security compliant as required in paragraphs 8.3(a) • Is the Proponent’s agreement to bond performance security and labour & material payment bond compliant as required in paragraphs 9.1.1, 9.1.2 & 9.2.1, 9.2.2. • Is the Proponent’s Declaration of Conflict compliant as required in Appendix B – Submission Content, Question 1. 	

Stage 1 – Services Proposal

EVALUATION CRITERIA	WEIGHT
Proponent Personnel and Staffing: As per Appendix B, Question 2.	100
Experience: As per Appendix B, Question 3.	100
Total	200

Stage 2 – Services Proposal

REFERENCES – IS A PASS/FAIL OF THE (SERVICES PROPOSALS) AT THE SOLE, ABSOLUTE AND UNFETTERED DISCRETION OF THE CITY.

NOTE: Proponent must obtain a PASS to move on to opening up the Cost Proposal.

EVALUATION CRITERIA	PASS/FAIL
References	

FORM OF LETTER OF CREDIT

Attached to and forming an integral part of the Agreement

Letter of Credit Reference No. ●

Beneficiary:	The Corporation of the City of Windsor
Applicant:	[Insert Supplier name]

Amount: CAD \$●
(\$●)

Date of Expiry: ●
(at ● p.m. at the Bank's counters at the address noted below)

1. Pursuant to the request of [insert Supplier name] (the "**Applicant**"), [insert Bank name] (the "**Bank**"), through its branch or office located at the address noted below hereby establishes an unconditional irrevocable standby letter of credit in favour of the Corporation of the City of Windsor and its assigns (the "**Beneficiary**") for the maximum amount of CAD \$● (●). [insert 50% of the Estimated Service Fee]
2. This letter of credit is intended to secure the payment and performance by the Applicant of all its obligations under the Services Agreement for Waste Collection Services between the Beneficiary and the Applicant dated [insert date] (the "**Agreement**"), and is delivered in accordance with the terms and conditions set out in Section 28 of the Agreement.
3. This letter of credit is available for payment at any time and from time to time against receipt by the Bank at the address noted below of the following documents:
 - (a) a certificate purported to be signed by an officer or director of the Beneficiary, referencing this letter of credit number and date and the amount claimed, and stating that the Beneficiary is entitled to draw on this letter of credit in accordance with the terms and conditions of the Agreement, and
 - (b) this original letter of credit for the Bank's endorsement of any payment thereon.
4. Partial drawings are permitted such that more than one written demand for payment may be presented.
5. This letter of credit will not be released, discharged or affected by the bankruptcy, receivership or insolvency of the Applicant or by the Applicant ceasing to exist (whether by winding-up, forfeiture, cancellation or surrender of its charter, merger or any other circumstances).

6. The Bank agrees that a demand presented to the Bank in compliance with the terms of this letter of credit will be duly honoured without enquiring whether the Beneficiary has the right as between itself and the Applicant to make such demand and without recognizing any claim or objection of the Applicant.
7. It is a condition of this letter of credit that it will be deemed to be automatically extended, without amendment, for one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date the Bank notifies each of the Beneficiaries in writing by registered mail or courier that the Bank elects not to consider this letter of credit extended for any such additional period.
8. This letter of credit may be cancelled prior to the expiry date upon receipt by the Bank at the address noted below of the original letter of credit and a letter addressed to the Bank signed by each of the Beneficiaries requesting cancellation of the letter of credit. Such cancellation will be effective on the date that the Bank receives the documents noted herein.
9. This letter of credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600" and engages the Bank in accordance with the terms thereof.

[Insert name of Bank]

Counter Signature

Authorized Signature

Address of Bank:
