

ADDENDUM No. 4

ITB No. 4623

RESIDENTIAL CUSTOMER RECYCABLES COLLECTIONS

Bid Due Date and Time: July 1, 2020 at 2:00 P.M. (Local Time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 4 (four) pages.**

Bidder is to acknowledge receipt of this Addendum No. 4, including all attachments (if any) in its Bid by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgment of receipt of this addendum may be considered nonconforming.

The following forms provided within the ITB document should be included in submitted bids:

- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance

Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the Bid document which are outlined below are referenced to a page or Section in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

Section/Page(s)

Change

All mentions

As provided in ITB No. 4623 Bid Document:

DS-12 Liquidated Damages and Deductions from Payments:

Failure to tag and notify customer of noncompliance with City Solid Waste Ordinance including entry into CityWorks	\$10.00
Failure to clean up spilled material from a collection vehicle within 3 hours	\$500 plus cost of clean-up by City or third-party
Failure to clean up spilled material from a customer container within 3 hours	\$250

Failure to service a residential customer container on service day	\$250
Failure to complete daily services within prescribed hours of service (excluding holidays)	\$250
Failure to perform any part of the services as required in the Detailed Specifications	\$250
Failure to make prompt payments to subcontractors for equipment, supplies or labor as they come due	\$500
Failure to timely submit monthly invoices on time	\$100
Failure to timely submit monthly or other reports	\$500
Failure to timely implement the Business Continuity Plan after work is interrupted	\$5,000
Failure to attend monthly meetings with the City	\$250

As updated herein:
DS-12 Liquidated Damages and Deductions from Payments:

Failure to tag and notify customer of noncompliance with City Solid Waste Ordinance including entry into CityWorks	\$10.00	No Cure Period
Failure to clean up spilled material from a collection vehicle within 3 hours	\$500 plus cost of clean-up by City or third-party	No Cure Period
Failure to clean up spilled material from a customer container within 3 hours	\$250	No Cure Period
Failure to service a residential customer container on service day	\$250	Cure Period = One (1) Day
Failure to complete daily services within prescribed hours of service (excluding holidays)	\$250	No Cure Period

Failure to perform any part of the services as required in the Detailed Specifications	\$250	No Cure Period
Failure to make prompt payments to subcontractors for equipment, supplies or labor as they come due	\$500	Cure Period = Three (3) Days
Failure to timely submit monthly invoices on time	\$100	Cure Period = Three (3) Days
Failure to timely submit monthly or other reports	\$500	Cure Period = Three (3) Days
Failure to timely implement the Business Continuity Plan after work is interrupted	\$5,000	No Cure Period
Failure to attend monthly meetings with the City	\$250	No Cure Period

Comment: The intent with this change is to simply replace the chart provided on DS-11 provided in the ITB Document with the chart reflecting Cure Periods as provided above.

II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB. Bidders are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: ITB Section DS-11: Liquidated Damages and Deductions from Payments states the deduction fee for “Failure to service a residential customer container on service day” is \$250. Can the City provide a clear definition of “failure to service a residential customer container”?

Answer 1: It is the responsibility of the contractor to service all residential customer containers on their identified service day. A failure to service includes, but is not limited to, an instance when the contractor fails to service a residential customer or customers on their identified service day due to no fault of the customer or other circumstances beyond the contractor’s control (for example, there is an obstruction preventing the contractor from servicing the cart). If the City receives a complaint from a resident concerning a missed pickup, and is able to determine that it is the fault of the contractor, the fine may be assessed.

Question 2: Is there a cure period before a deduction fee is assessed?

Answer 2: The City’s expectation is that every resident will have their container serviced on their assigned day. However, the City will provide a cure period of one business

day following notification to the contractor of the following Liquidated Damage (DS-11 and DS-12): Failure to service a residential customer container on service day. The City will also provide a cure period of three business days following notification to the contractor of any of the following Liquidated Damages (DS-11 and DS-12): Failure to make prompt payments to subcontractors for equipment, supplies or labor as they come due; Failure to timely submit monthly invoices on time; and Failure to timely submit monthly or other reports.

Question 3: What constitutes failure?

Answer 3: Please see Answer 1.

Question 4: How does the City address late set outs?

Answer 4: Per Detailed Specification, Section 6.A, the contractor shall provide each driver with the necessary equipment to take and upload pictures and provide mobile reports immediately following each missed pickup (unserviceable), including late set outs.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.