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ADDENDUM NO. 9  
BIOSOLIDS OPERATIONS, MAINTENANCE AND PELLET MARKETING SERVICES  
RFP NO. 180-18

January 31, 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.

**CORRECTIONS TO PREVIOUS ADDENDA:**

Delete Addendum No. 1, Question No. 1 in its entirety and replace with the following:

**Question:**

Are the existing staff available to transition to a new contractor?

**Answer:** The existing staff are not employed by the City. The City is unable to advise.

Delete Addendum No. 2, Question No. 1 in its entirety and replace with the following:

**Question:**

Will the City commit to funding Capital Improvements, up to the Annual Allowance, if such improvements are reasonably required to maintain the Facility in a safe, reliable, and efficient manner?

**Answer:** The City will commit to funding Capital Improvements, up to the Annual Allowance, if such Capital Improvements are reasonably required in order to maintain the Pelletizer Facility in a First Class State of Repair and Condition, and are in accordance with the requirements set out in the Contract. Please see revised Article 6.2(1) of the Contract. The Operator will also have available to it for Capital Improvements, subject to approval by the City, any reserve funds remaining in the Capital Enhancement Fund from previous years as set out in Article 6.2(2).

Delete Addendum No. 2, Question No. 7 in its entirety and replace with the following:

**Question:**

Regarding the required All Risks Property Insurance – To price this item we will need the replacement value of the facility.

**Answer:** The insurance provisions in the Contract only require the Operator to insure property owned by the Operator, or which is in the Operator's care, custody or control, within or forming part of the Pelletizer Facility, that the City does not own. Everything else will be insured by the City.

Delete Addendum No. 2, Question No. 8 in its entirety and replace with the following:

**Question:**

Regarding the Business Interruption Insurance - Under what circumstances and for what damages would the City file a claim under the business interruption insurance? What deductibles are required?

**Answer:** The requirement of Business Interruption Insurance has been removed from the Contract. Please see revised Article 15.3 of the Contract.

Delete Addendum No. 2, Question No. 33 in its entirety and replace with the following:

**Question:**

During the contract period, does the City anticipate that its sludge production will become greater than the WBPF capacity to process within the anticipated working hours (115 hours/week average effective operating schedule)?

**Answer:** The City anticipates that sludge production will increase during the term of the Contract. Whether or not the Pelletizer Facility's capacity will be reached will depend on a number of variables. The City will be responsible to rectify the capacity issue, should capacity be reached during the term of the Contract.

Delete Addendum No. 4, Question No. 5 in its entirety and replace with the following:

**Question:**

Contract Article 8. The Commercial Operations Fee calculation uses "per Wet Tonne of Biosolids processed by the Operator through the Pelletizer Facility". Is this meant to indicate that there is no payment for any Biosolids that may be taken to landfill or managed otherwise?

**Answer:** Please see revised answer to Addendum No. 5, Question No. 16.

Delete Addendum No. 5, Question No. 10 in its entirety and replace with the following:

**Question:**

Define "first class state of repair".

**Answer:** Please see revised Article 1.1 of the Contract.

Delete Addendum No. 5, Question No. 16 in its entirety and replace with the following:

**Question:**

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:** The Operator will be paid for all Biosolids received from the City, whether or not it is processed through the Pelletizer Facility. Please see revised Article 8.1 of the Contract.

## **QUESTIONS/ANSWERS FOR GENERAL QUESTIONS:**

### **Question #1:**

As per section 8.6 (a) please verify if the proponent is responsible for the payment of municipal taxes on the property.

**Answer:** The City is responsible for payment of property taxes related to the pelletizer facility.

### **Question #2:**

Please define the 12 month period as indicated in the “Consumer Price Index” section of the service agreement (average of 12 month indices for a given twelve-month period).

**Answer:** On June 1 of each Contract Year, starting on the third anniversary of the Effective Date, the Per Tonne Price will be adjusted based on the CPI increase over the 12 month period from January 1 to December 31 of the preceding calendar year.

### **Question #3:**

Does the annual allowance from the Capital Improvement Fund of \$835,000 include labour to be incurred by the Operator in order to install or implement capital improvements?

**Answer:** No.

### **Question #4:**

Page 30, paragraph 3.12 (b): certain existing hazards of the facility have been identified and more may be discovered during proposal preparation and/or operation if the successful proposer. We request exclusion of responsibility for OSHA compliance of the facility until such time as the operator has had the opportunity to correct existing hazards.

**Answer:** The Operator’s responsibility for compliance with the OSHA will commence as of the Effective Date of the Contract, at which time the Pelletizer Facility will be in compliance with the OSHA.

### **Question #5:**

Please clarify who is ultimately responsible for the cost of capital maintenance for the facility.

**Answer:** Capital Improvements, including all capital maintenance items listed in Schedule 12, are the responsibility of the Operator but will be funded by the City from the Capital Enhancement Fund. Please see Article 3.2(a)(ii) and the revised Schedule 12 of the Contract.

### **Question #6:**

We see in contract article 6.1 (c) that it is the operator's sole responsibility to keep the Pelletizer in first class state of repair and in 6.1 (e) that the operator cannot rely on any amount above the Annual Allowance, and that the City need not undertake the capital program. Which would seem to make the operator ultimately responsible for capital improvements?

**Answer:** Capital Improvements are the responsibility of the Operator in accordance with the terms of the Contract.

**Question #7:**

Yet in article 6.2 (1) it states that all capital improvements shall be funded from the Capital Enhancement Fund, article 6.4(a) prohibits the operator from making any capital improvements without the city's approval, and the city has sole discretion on approving the proposed capital plan (6.3(2)), and in 6.6 (a)(vi) it is the responsibility of the city to make up any shortfalls in the capital enhancement fund. These would appear to make the City ultimately responsible for Capital improvements, as it prohibits the operator from taking necessary action to keep the facility operational should the City choose not to approve a capital project. As the contract is currently worded, we believe the City could simply refuse to approve any capital work, the Operator would have no choice but to shut down the pelletizer and take all the sludge to landfill or another facility. This would likely be the cheapest option for the City as they would save all the cost of utilities and capital, yet the operator would be faced with an ongoing cost for disposal which would likely be higher than the per tonne fee paid by The City. We do not believe the City would behave in this manner, but it makes pricing very difficult when an option like this is available to the City. We believe this needs to be better worded in the contract. At a minimum, the city should have to act reasonably in approving a capital plan.

**Answer:** As the owner of the Pelletizer Facility, the City reserves the right to approve any Capital Improvements before carried out by the Operator. Article 6.2(1) of the Contract provides that the City will fund all Capital Improvements, up to the Annual Allowance, if such Capital Improvements are reasonably required in order to maintain the Pelletizer Facility in a first class state of repair and condition, and are in accordance with the requirements of the Contract. The City is agreeable to amending Article 6.3(2) to provide that the City must also act reasonably in approving a Capital Improvement Plan.

**Question #8:**

Is the operator's responsibility to keep the facility in a first class state of repair limited to performing its routine maintenance and completing in a timely manner any capital improvement projects assigned to it by the City?

**Answer:** The annual Capital Improvement Plan is to be initiated by the Operator, and not assigned to the Operator by the City. Please review the terms of the Contract.

**Question #9:**

Also, how is the operator to be responsible for capital improvements which the City awards to another contractor?

**Answer:** The Operator is responsible for all Capital Improvements required in order to keep the Pelletizer Facility in a first class state of repair and condition in accordance with the terms of the Contract. However, as the owner of the Pelletizer Facility, the City reserves the right to elect to arrange for additional Capital Improvement work to be completed by a third party. Please see Article 6.1(d) of the Contract.

**Question #10:**

Follow up to question 20 and 28 in addendum 2. During the site visit, it was stated that the City has an agreement with CUPE that the pelletizer remains a union facility and that it is the City's intention that it remain a union facility. Is the operator required by the City to operate the facility with union staff? Also what is the relevance of RFP section 8.2.6 as indicated in answer 20. This section does not appear to speak directly to union status

**Answer:** The City does not employ the current staff at the Pelletizer Facility, nor does the City have an agreement with CUPE.

**Question #11:**

Regarding the new version of the contract provided in addendum 2, can you please provide a black line version to highlight changes made to the contract, or confirm that only changes identified in addendum 2 were made to the contract.

**Answer:** Please see revised Contract, together with the redline which shows all changes agreed to by the City in all addenda, as compared to the original form of Contract attached to the RFP.

**Question #12:**

Change Request” definition in Agreement Article 1.1 was not changed to reflect approval by both parties.

**Answer:** The City is agreeable to also making this change.

**Question #13:**

Agreement Article 17.4 – Would the City consider using a consistent arbitration process for dispute resolution?

**Answer:** Article 17 sets out the dispute resolution process prior to the expiration or termination of the Contract. After that, the parties are not bound by the terms of the Contract.

**Question #14:**

Contract article 15. Our company provides insurance through a single global insurance policy. As such it is not possible to provide evidence of payment of all premiums, other than through the provision of valid certificates of insurance. It is also not possible to add the City of Windsor as a "named insured" but only as an "additional insured"

**Answer:** Certificates of insurance, in a form satisfactory to the City, will be sufficient in order to provide evidence of all coverage required under the Contract. The requirement to add The Corporation of the City of Windsor as “named insured” has been removed from the Contract. Please see revised Article 15 of the Contract.

**Question #15:**

17.5.1 (page 36) – the RFP requires certified true copies of all insurance policies. Appendix C, Declarations, G. (b) (i) (page 53) – while the earlier point referenced asks for true copies of your policies, this section requires “proof of all insurance” but does not mention requiring it in the form of policies. Would the City be open to accepting standard insurance certificates that are signed by the proponent’s Insurers?

**Answer:** The City accepts proof of insurance through a Certificate of Insurance issued by the Operator’s insurers, however, the City reserves the right to request copies of the policies if needed.

**Question #16:**

Operation, Maintenance and Pellet Marketing Services Agreement (page 108 - ):

15.1 (2) – The proponent’s Policies are written to be primary for the proponent and its liability and responsibilities; Would the City be agreeable that our insurance policies are to cover liability arising from the proponent’s operations under the service agreement?

**Answer:** The Policies must meet the requirements as set out in the Contract.

**Question #17:**

15.1 (3) –Would the City agree to be added as an additional insured to Commercial General Liability and Pollution Liability with respect to the services performed under the agreement?

**Answer:** The Policies must meet the requirements as set out in the Contract.

**Question #18:**

15.5 – Environment Impairment Liability - Will the City be open to accepting Contractors Pollution Liability in order to satisfy the requirement of Environment Impairment Liability?

**Answer:** Please see revised Article 15.5 of the Contract.

**Question #19:**

15.9 – Our cancellation clause only provides 30 day notice if the policy is cancelled in the middle of the term by the insurers. Is that acceptable?

**Answer:** The policy must include an agreement by the insurer to the effect that it will not cancel or cause to lapse or materially diminish or deny the coverage afforded by such policy (both as to the risks insured and the amounts of insurance) prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of condition or otherwise, except after 30 days prior written notice to the City and to any mortgagee named in such policy.

**Question #20:**

15.10 – The proponent will provide evidence of insurance as soon as the policies are renewed. Would it meet this requirement?

**Answer:** Insurance must be approved prior to the Effective Date. Thereafter, the Operator is to produce to the City as soon as reasonably feasible and, in any event, at least 30 days prior to the expiry of any policy, evidence of the renewal or replacement of such insurance.

**Question #20:**

15.11 – Although a waiver of subrogation is available under most policies, it is not typically available for Automobile insurance because no-fault insurance applies in Ontario. Would the City be able to provide us with clarification which insurance policies must have a waiver of subrogation?

**Answer:** Automobile insurance does not require a waiver of subrogation.

**Question #21:**

Article 15.2 property insurance The response provided in addendum 2 is confusing, as the language used in this section is frequently used to require the operator to provide this insurance as the operator has some legal liability to the facility, and we will also be bringing in many parts which will be part of the facility, The response provided would end up with bits and pieces of the facility being insured by the city and others by the operator.

**Answer:** Please see revised Article 15.2 of the Contract.

**Question #22:**

With respect to Section 15.5 of the Agreement (Environmental Impairment Liability of the Agreement), is the coverage required only during the period that the Operator is performing the Service Contract, that Impairment Liability coverage does not extend beyond the Term of the contract?

**Answer:** Please see revised Article 15.5 of the Contract.

**Question #23:**

Contract Schedule 12 item 2 parts 3) and 4) please clarify how the operator can be required to replace or rebuild “reduce operating costs” “substantially improve the capacity or quality or output” “adapt the asset to a new or different use”. These do not appear to be things that can be replace or rebuilt and also do not appear to be something the operator can be required to do with the existing assets.

**Answer:** Please see revised Schedule 12 of the Contract.

**Question #24:**

The Operator is required to maintain the spare parts in Schedule 5. If spare parts inventory is not complete on the contract start date will there be an allowance outside of the Annual Allowance to get inventory up to minimum requirements?

**Answer:** No. The City will ensure that spare parts inventory satisfy the minimum requirements as of the Effective Date of the Contract.

**Question #25:**

Provide the calibration records for the weigh scales from the plants?

**Answer:** The calibration records for the weigh scales will be provided to the successful proponent.

**Question #26:**

Is Standard Methods 2540G being used for measurement of the solids in the cake?

**Answer:** Yes. Standard Methods 2540G is being used for measurement of the solids in the cake.

**Question #27:**

Provide last three months of solids production data to round out the 2018 numbers.

**Answer:** Please see revised Appendix “I” of the RFP.

**Question #28:**

Page 4, paragraph 1.4., page 17 section 8.2.5.3 and elsewhere throughout the documents: The requirement for transportation are quite specific. May alternate vehicle styles, redundancy and dimensions be proposed so long as they meet the City’s transportation and nuisance elimination requirements?

**Answer:** Vehicles must be in accordance with the specifications in the RFP.



**Question #29:**

Page 16, paragraph 3.2 (e) (ix) Operations and Maintenance Obligations: May proposers assume that the current operator of the facility has responsibility for disposal of existing wastes at the commencement of the Proposer's term? If not, can the City provide an estimate of the nature and quantity of such wastes?

**Answer:** The City will make arrangements with the current Operator for disposal of all existing wastes before the commencement of the successful Proponent's term.

**Question #30:**

Page 17, paragraph 3.2 (g), last sentence and (i): It is typical to operate biosolids drying facilities only as needed, followed by shutdown in order to conserve energy. This section of the agreement seems to imply that the proposer must operate the dryer even when the supply of sludge cake has been exhausted. Is this the City's intention?

**Answer:** When the supply of sludge cake has been exhausted the dryer may be shut down. "Shutdown"- cessation of operation – shall be interpreted in this paragraph as the time that the pelletizing facility is closed or unavailable for equipment operation.

**Question #31:**

Page 35, paragraph 4.2: Contracts are frequently entered into with fertilizer blenders and fertilizer application firms. Can the City provide guidance as to what circumstances would cause the City to object to the operator entering into such agreements?

**Answer:** The City reserves the right to approve such contracts in order to ensure compliance with the terms of the RFP and the Contract.

**Question #32:**

Appendix "I" - The Criteria header is marked with an asterisk designating mg/kg on a dry weight basis, but the Average and Maximum headers are not. Are these values also on a dry weight basis?

**Answer:** Yes. The Average and Maximum values are also on a dry weight basis.

**Question #33:**

Ministry of the Environment and Climate Change, Amendment to Environmental Compliance Approval - NUMBER A010112 – This approval allows treatment of "catch basin and sewer cleaning pump out material" and "other waste". The RFP otherwise states that dewatered sludge cake is to be processed. Please provide information regarding any other material that the City expects to be pelletized at the facility.

**Answer:** The City does not expect any other material to be pelletized. The quoted Environmental Compliance Approval was from a contingency plan that is over 30 years old and will not be implemented.

**Question #34:**

Standard MOECP practice is that a plant should begin an EA for expansion when it reaches 80% of capacity. The pelletizer is currently running at or beyond 100% capacity. Will the City be undertaking an EA to expand the pelletizer facility in the near future?



**Answer:** There are no City plans for expansion of the pelletizing facility in the near future. Various cake sludge reduction technologies through wastewater treatment process changes are currently being evaluated and there are currently plans for the implementation of such technology in the future.

**Question #35:**

RFP Section 8.2.8.1 v. states that the pelletizer emissions must comply with MOECP standards. The ECA's provided do not provide any emission limits for this facility, and the response in addendum 2 indicates that no emissions testing is available. Are the standard you are referring to those in O. reg 419/05. Or is there a site-specific requirement. Has a dispersion model been developed for the facility, and if so can you please provide a copy.

**Answer:** The successful proponent will be responsible to ensure that the pelletizer emissions must meet the compliance requirements of federal, provincial and local laws and regulations. To the best of knowledge, a dispersion model for the facility has not been developed to date.

**Question #36:**

What commitment does the city make to deliver biosolids at a consistent daily rate to match plant production availability?

**Answer:** Current wastewater treatment biosolids production schedule ensures the delivery of the sludge at a daily rate that generally matches the pelletizing facility availability. The City will collaborate with the new Operator to identify all possible bottlenecks and sensitive areas in sludge delivery process.

**Question #37:**

Are all process and mechanical/electrical drawings current and up to date?

**Answer:** To the best of knowledge, the process and all major equipment mechanical and electrical drawings are current and up to date.

**Question #38:**

Has the City amended the ECA to reflect all the design changes to date?

**Answer:** To the best of knowledge, the current amended ECA includes all design changes to date.

**Question #39:**

Since the load cells at the Lou Romano plant are used for billing purposes will the City calibrate those devices each month?

**Answer:** Yes. The City will calibrate the load cells at Lou Romano Water Reclamation Plant on a monthly basis.

**Question #40:**

As stated by the current operator at the site meeting the plant's current process is "very different" than that of the original design. Is the City then asking the proponent to assume the risk that the current process design capacity meets the performance requirements to manage as much as 50,000 tonnes/yr? Is achieving this production level based on 115 hrs/wk?

**Answer:** Achieving a production level of 50,575 tonnes/year is based on an operational time of 144 hours per week.

Historical Information Related to Sizing WBPF Process The initial City’s proposal call issued in 1997 employed a capacity figure to specify the pelletizing plant size. It was specified that the equipment design and the size of the solids handling processes and components to be capable of processing 4,310 metric tonnes per month which represented 130% of the recorded maximum sludge production at that date(i.e. 3,314 tonnes in March 1995) with an operating schedule not to exceed 144 hours per week. The City further sanctioned the Berlie Technology Inc. Plant sizing criteria offering a plant capacity of 6760 kg/hour sludge or 162 t/day (50,575 t/year on 144 hrs/week); however, a burner capacity of 21,000,000 BTU/hr was supplied with peak capability of about 218 t/day.

Actual Plant Operational Time While WBPF can on occasion process for 6 days in a given low maintenance week, in reality the plant usually has a work schedule of five days per week since there is no equipment redundancy (only a single train operation) and the heat drying process is very maintenance intensive. Therefore two days per week and sometimes three days are required to maintain the plant so that it can in fact be dependable for week day operation when City’s two wastewater treatment plants are producing sludge.

Of the five day work schedule 12 hours (half day) are required to prepare for the plant start-up and shut down. It is time consuming to follow the environmental/safety protocols for both start-up and shut down. Part of the 12 hours within start-up and shut down is employed to manage the process’s tremendous thermal inertia and ensure odourless sequences. WBPF thus has four and half days per week actual run time available for processing sludge.

Plant Rate Table below provides rate criteria for both present annual processing requirements of 41,000 tonnes/year and anticipated future rate of 46,000 tonnes/year, as called for in the RFP documents.

The actual daily mean in the table is based on 4.5 days per week processing capability.

The peaking capacity in the table provides 20% capacity above the daily mean capability to allow for unscheduled outages in the two wastewater treatment plants and WBPF as well as periods where sludge is below 28.6% solids.

Rate Criteria	Present Rate (2018)	Anticipated Future Rate	Maximum Capacity Rate
Annual rate	41,000 t/year	46,000 t/year	51,000 t/year
Weekly Rate	786 t/week	882 t/week	978 t/week
Min. Rate (144 hrs operation per week)	131 t/day	147 t/day	163 t/day
Design Rate (115 hrs operation per week)	164 t/day	184 t/day	204 t/day
Actual daily mean (108 hrs operation per week)	175 t/day	196 t/day	217 t/day
Peak Rate (90 hrs operation per week)	209 t/day	235 t/day	261 t/day

Present WBPF Plant Capability

Today, with more reliable equipment in place, WBPF has a peaking capability of about 180-210 tonnes/day (dependant on sludge quality) or 80%-95% burning capability. In comparing these rates to that of table above we see that WBPF is capable of processing the current annual rate of about 41,000

tonnes/year with minimal tonnage going to landfill. By increasing the week actual run time from 108 hours to 115-120 hours the facility will be capable of processing between 43,000 and 46,000/year. However, the facility is not capable of processing 51,000 tonnes of sludge per year without an expansion upgrade

**Question #41:**

During the site visit the current operator said that the plant could achieve as much as 4,000 tonnes/mo. for any one month but could not do this on a sustained basis. The current operator indicated that the plant was already near its maximum production rate. Can the City reconcile the difference between the position of the current operator and the City's position that the facility can process at least 51,000 tonnes/year?

**Answer:** Please refer to question 40 answer.

**Question #42:**

The answer to Q. 23 in Addendum #2 indicates that there is a **94% redundancy** factor in the process capability of the plant based on 40,000 tonnes /yr. operating at 115 hrs./wk. This infers that the plant's maximum capacity is 77,600 tonnes/yr. Is this what the City means?

**Answer:** Please refer to question 40 answer.

**Question #43:**

Does the operator assume the risk that if growth results in increased biosolids flow to the plant beyond the plant's current capacity that the operator must find an alternate outlet for this material at their expense?

**Answer:** The Operator is only responsible to adequately stabilize all sludge cake having content within the range set out in the revised Section 8.2.13(ii) of the RFP. In addition, the Operator is only responsible up to 100% capacity at the Pelletizer Facility.

**Question #44:**

In Question 33 of Addendum #2 the City replied that there has been no growth in biosolids volume and that in fact the year-to-year volume has decreased. In Appendix I the combined (LRPCP + LRWRP) inflow volume is virtually unchanged (40,925, 40,415, 40,653 tonnes/yr.) in each of the last 3 years. The current operator said the 2018 production was approximately 42,000 tonnes/yr. Appendix I data for 2018, based on average monthly flow indicates approximately 41,000 tonnes for 2018. 2018 figures indicate an upward trend in inflow. Please comment on what projections the City has for growth in WWTP biosolids for the next 10 years?

**Answer:** Please see revised response to Addendum No. 2, Question No. 33.

**Question #45:**

Is the Current Operator operating the plant exactly as described on page 22 section 8.2.8.1 (Biosolids Processing)? If there are any differences, could they please be outlined and explained?

**Answer:** While WBPF has had numerous safety upgrades and many components within the facility have been replaced with second or third generation design to improve reliability and lower maintenance cost, the plant is still the same process that was installed in 1999.

**Question #46:**

Will the City guarantee minimum nutrient levels in the biosolids produced in the City's wastewater treatment plants?

**Answer:** No. Process modifications at the wastewater treatment plants in the future may affect the nutrient levels in the biosolids. City will use its best effort to maintain nutrient in the biosolids above the minimum level required for fertilizer pellets production.

**Question #47:**

As a clarification to Addendum #2 Q. 25 the City will pay the contractor for any work done by its own staff to prepare and submit an ECA?

**Answer:** No. The City is responsible for the ECA application.

**Question #48:**

Section 8.2.13 (ii) states that the Contractor is required to adequately stabilize sludge cake having solids content **within and outside** of the range of 21-35%. This means biosolids of any % solids. Since the city is not guaranteeing the sludge will be above or below a certain range will it provide additional compensation if sludge cake solids are outside this range?

**Answer:** Yes. The City will provide additional compensation if sludge cake solids are outside 21-35% range. Please see revised Section 3.2.13(ii) of the RFP.

**Question #49:**

To help understand maximum daily sludge production, will the City provide either a max day production design point (upper limit daily of what the contractor must handle) or the design rating of in dry kg/hr (or equal) of the dewatering equipment installed at the treatment plants?

**Answer:** The maximum daily sludge production is currently around 210 wet tonnes.

**Question #50:** With respect to the calculation in the answer to Question #23 from Addendum #2, can you define the "sludge to process" and how it differs from the "maximum month sludge production"? Also, can you provide information on where these two values were obtained for the calculation?

**Answer:** Please refer to question Q40 answer for clarification.

**Question #51:** Can you define what you are considering "redundant capacity/factor" and how you are calculating it in this example? Does a redundancy factor of 94% mean that there is only room for a 6% increase in production currently.

**Answer:** The redundancy factor of 94% means that there is only room for a 6% increase in production currently. Please refer to question Q40 answer for clarification.

**REVISED AND ATTACHED:**

Jan22.19 redline agreement (105 pages)

Appendix E - Contract (102 pages)

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

***END OF ADDENDUM NO. 9***

Yours truly,

**THE CORPORATION OF THE CITY OF WINDSOR**

*Elaine Castellan*

Elaine Castellan  
Purchasing Supervisor

EC/jm

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ADDENDUM NO. 9  
BIOSOLIDS OPERATIONS, MAINTENANCE AND PELLET MARKETING SERVICES  
RFP NO. 180-18

January 31, 2019

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I hereby acknowledge receipt of Addendum No. 9 to the RFP No. 180-18 (221 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](mailto:purchasing@citywindsor.ca) SIGNED  
ACKNOWLEDGEMENT SHEET ASAP**

**Attn: Purchasing Department**