Addendum # 3

Issued Date - November 14, 2025

The Proposal Submission Date is unchanged by Addendum #3.

Addendum #3 includes revision R1 to R6

All other terms and conditions remain the same.

Addendum #3 includes responses to questions submitted to CM from October 10, 2025, till October 31, 2025.

R1 - Appendix A - Draft MSA with Schedules

Replace Appendix A with the revised Appendix A found here.

The CPI clause in Exhibit 7 Compensation of the Statement of Work has been edited. Additionally, Section 3.6 Collection Vehicles in the Statement of Work has been edited.

A comparison document displaying the revisions can be found here.

R2 - RFP CMAB2025-03

Replace RFP CMAB2025-03 with the revised RFP CMAB2025-03 found here. A definition for Alternative Option has been added.

A comparison document displaying the revisions can be found <u>here</u>.

R3 - Appendix J - Single Family Catchment Form

Replace Appendix J with the revised Appendix J found here.

Added garbage collection day for communities that currently don't have PPP Collection. Removed Silver Sands, removed communities in Beaver County, added new communities in Red Deer County, Town of Vulcan, Vulcan County, Village of Champion, Arrowwood, Carmangay, Lomond, and Milo.

A comparison document displaying the revisions can be found <u>here</u>.

R4 - Appendix K - Single Family Pricing Form

Replace Appendix K with the revised Appendix K found here.

Added column for communities with carts to include the number of existing carts and the number of new carts being proposed. Adjusted communities: See Appendix J.

A comparison document displaying the revisions can be found <u>here</u>.

R5 - Appendix L - Multi Family Catchment Form

Replace Appendix L with the revised Appendix L found here. 224 new properties added outside of Calgary 800 new properties added in Calgary.

A comparison document displaying the revisions can be found here.

R6 – Appendix M – Multi Family Pricing Form

Replace Appendix M with the revised Appendix M found here.

Added three new communities – Lloydminster, Wetaskiwin and Bonnyville Adjusted a few community catchment areas: Brooks and Airdrie

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Small changes to counties listed.

A comparison document displaying the revisions can be found here.

Questions Posed by Proponents:

1. **Question:** To identify cost – reduction opportunities, is it feasible to consolidate or mix loads with other routes for the multi-residential frontload services?

Question: For operational efficiencies, is there an opportunity to mix loads?

Question: For operational efficiencies, is there an opportunity to mix loads if the tonnage per area can be recorded?

Question: Are materials from curbside and multifamily able to be mixed into the same load during collection?

CM Answer: Yes, it is possible to mix the material so long as all the multi-residential buildings have registered with CM, does not include non-program or non-residential material and is identified in the SoW for the collecting contractor.

2. **Question:** After reviewing Addendum #1 and Addendum #2, and we understand that you're requesting a per-household price for condo buildings in Canmore AB, as outlined in Addendum #2 – R2, Appendix M: Multi-Family Pricing Form.

This pricing structure is somewhat difficult to extrapolate without a clearer understanding of your specific requirements. Before we proceed with any calculations, could you please clarify exactly what information you're looking for?

CM Answer: We are looking for a price per month per unit for multi-family.

3. **Question:** Can you confirm whether there are any deadlines for submitting a proposal, or if this request is primarily for preliminary information gathering?

CM Answer: December 15, 2025 is the deadline for proposals to be submitted. This RFP is not for information gathering but will be used in the process of selecting service providers to begin collection of PPP materials starting October 1, 2026.

4. **Question:** Have all the RF facilities been confirmed?

Question: Can you please share the locations and addresses for the Receiving Facilities? **Question:** MSA/Statement of Work - Section 2.1 (a) When will the Receiving Facility be

confirmed/communicated?

Question: Can you provide more specific locations of receiving facilities to determine drop off locations?

CM Answer: The agreements with the RF facilities are still being negotiated. Please assume the material will be going to the proposed RF locations listed in Appendix J.

5. **Question:** When dealing with residents and the carts, what is the criteria defined by law regarding accessibility for those residents that need assistance?

This is the proposed language in the curbside contract for special needs residents' provisions.

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CM Answer: Special-Needs Residents Provisions

- (a) The Contractor shall provide Collection Services to Single-Family Dwelling customers, included as Stops in Table 2 of Exhibit 2, who have difficulties placing their containers at the curb for collection ("Special Needs Dwellings"). The Contractor shall pick up containers from the front, side or back of the dwelling whereupon the Contractor will empty the containers and replace them in their original location.
- (b) CM may, in its discretion, change the number of Stops for Special Needs Dwellings recorded in Table 2 of Exhibit 2 and in making such change shall use qualification criteria that comply with all local, provincial, and federal regulations, are consistent with the Registered Community's policies and meet the needs of the Registered Community's special-needs residents. CM shall be responsible for evaluating whether a Stop requires designation as a Special Needs Residential Premises.
- (c) In the event the Contractor believes that providing a special-arrangement service for a Special Needs Residential Premises customer is impractical due to distance or unsafe conditions, the Contractor may request CM to evaluate on-site conditions and determine the best approach for providing safe and appropriate service to the customer. CM's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.
- 6. **Question:** How many residents/properties are currently receiving accessible/ cart assisted services?

Question: Can you please confirm and provide a list of all of these locations that will be used under the scope of work for this RFP?

CM Answer: This information is not currently available to CM. These services are not fixed to a service address and could be temporary due to change in the circumstances of the special needs resident(s). Where special needs services will be required and this information is available to CM this will be addressed with the successful respondents.

7. **Question**: We would like to kindly request a one-month extension for RFP CMAB2025-03. Given the size and complexity of the process, additional time would allow us to prepare a thorough and high-quality proposal.

CM Answer: We are unable to extend this RFP.

and existing?

8. Question: What is the process as new multi-res facilities enter into the new program?

CM Answer: Multi-Family buildings can apply to be part of our program on our website.

9. Question: Is the successful proponent responsible for all cart replacement regardless of cause (i.e. normal wear and tear, resident breaks cart, cart hit by car, etc.)? Question: Is the contractor responsible for maintenance of all carts including existing (inherited) carts? If yes, does the maintenance cost on the pricing form apply to brand new

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CM Answer: Yes. The successful respondent is responsible for replacing or repairing a damaged or missing collection container, including carts, and front-end containers (as outlined in clause 3.9 (e) of the SoW).

10. **Question:** When pricing individual communities in single family catchments should we assume the following procedure? Only input pricing on the individual pricing form for single communities we would want to service if we are only awarded a standalone community and not the entire catchment? For example, if we were only awarded a single community, it would not be efficient for us and therefore, we would not likely input pricing.

CM Answer: We will be accepting proposals for individual communities, the entire catchment and alternative proposals. Respondents are allowed to bid on a part or all of the catchment. The evaluation criteria and proposal format of the bids are outlined in Article 4 of the RFP document.

11. **Question:** (Relates to question above) In the hypothetical event you do not award the entire catchment, is there an award strategy you are willing to share as we would be interested in single communities on the outer limits if they are grouped together? It is difficult to provide pricing not knowing what efficiencies you will have and want to avoid being awarded a single community on the outskirts of the catchment.

CM Answer: We will be accepting proposals for individual communities, grouped communities, the entire catchment and alternative proposals.

12. **Question:** Reviewing Appendix L, the multi-family data reported and comparing bin counts and frequencies at sites we currently service, the data is not entirely accurate in many cases, trending lower than actual service. If we adjust to our known frequencies and bin counts our pricing will represent an increased level of service compared to other bids. If we price based on the data in the form, it will be underpriced for what is required. How do you intend to address the inaccuracy and gaps in the information provided?

Question: How do you intend to address multi family per unit pricing as frequency or bin count increases with additions of accepted PPP material to the recycling stream (i.e. Styrofoam)?

CM Answer: The background information is only for reference. This is what information was provided directly from the MF dwellings that registered with CM. This contract includes new PPP materials that will be starting on October 1, 2026. Your proposal needs to include an all in price per unit per month. An alternate bin option is available to all respondents.

13. **Question:** Do you anticipate that the catchments which are predominantly bags for single family collection will eventually transition to carts? If so, do you have an anticipated timeline?

CM Answer: Not at this time.

14. **Question:** According to the catchment map, Silver Tip should be in Catchment 10, but in Appendix J it appears in C6, can you please confirm which is correct? If in Catchment 6, would you consider moving to Catchment 10?

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CM Answer: This is the Hamlet of Silvertip in Foothill County, not the Silvertip resort in Canmore. This is in the correct catchment.

15. **Question:** Are semi-in-ground containers going to be supplied by the building owners?

CM Answer: Successful proponents will not be required to provide or maintain semi-in-ground containers.

16. **Question:** For multi-residential and residential locations, is the material collected single-stream or dual-stream?

Question: Under the background information for the municipalities, both single-stream and dual-stream programs are listed. For the dual stream, does this mean we are expected to collect two separate bags for the two streams?

Question: Will everything curbside and depot be collected single stream and provided to the Receiving Facilities and Processing Facilities as single stream?

Question: For municipalities with two streams and cart collection, does this mean one cart for fibres, and one for mixed containers, or a single cart for both streams?

CM Answer: All materials starting October 1, 2026, will be collected and delivered to the RF or PCF as single stream.

17. **Question:** For areas currently serviced with wheel carts, are proponents required to purchase the existing containers from each municipality? And does the same requirement apply to frontend containers and wheel carts for multi-residential locations?

CM Answer: Proponents are encouraged to purchase carts from communities. For MF buildings, the proponent is expected to provide the containers unless it is in-ground.

18. **Question:** Can you please confirm the maximum age allowed for the front-line fleet? The document specifies a 15-year limit for spare vehicles but does not indicate the allowable age for front-line collection vehicles.

Question: Why does the back up equipment have an age restriction and limit on days of use when the general equipment requirement age was removed in the addendum?

CM Answer: There is no limit on the age of trucks, front-line or spares. The clause for age requirement for spare vehicles in the Statement of Work is amended as per this Addendum #3. However, the successful Proponent must meet all the contractual requirements to provide the service or be subject to service level failure credits.

19. **Question:** For locations where no existing service schedule is provided (marked "N/A"), will CM specify the required service frequency and days, or is it up to the proponent to propose the service schedule for those sites?

CM Answer: For communities getting new service, service will be bi-weekly. The collection day(s) will be determined with the community, CM and the successful proponent.

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Question: Could you please provide the Cart Collection Standards (CCS) for collection containers?

Question: Are there specifications/ standards for containers other than the 360L containers? Is there a certain number of bins and size required for multifamily, what is the criteria? Where to find the specifications for the container requirements? Are there any criteria for bagged such as clear, blue, or size?

CM Answer: For Cart standards, please <u>See Link</u>. The contractor is not expected to provide bags. Blue and clear bags are acceptable. Container size for MF will be determined on a case by case basis.

20. **Question:** How will the contractor be notified when stops are added or removed, does this come through CM or the municipality?

CM Answer: This is coordinated by the contractor and the community. CM will require proof of the added or removed address(es).

21. **Question:** How can the municipal bylaws impact the request for container placement location at a site; how to set out containers; type of containers and clean up requirements such litter issues?

CM Answer: How bylaws impact PPP collections will be community specific. Please refer to individual community bylaws.

22. **Question:** How are the placement locations and set outs communicated to the residents? Who would enforce the placement locations and if the carts and bags are not set out correctly?

CM Answer: Placement locations for single family will be outlined in the Scope of Work These locations will be shared via the CM app. Any enforcement will be the accountability of the contractor through OOPS! tags. For multi-family buildings placement locations will be agreed to between the property manager, CM and the contractor.

23. Question: Missed collections:

a. If there is a road closure for construction, who is responsible for notifying the collection contractor to accommodate or not collect, is it CM?

CM Answer (a): The community will inform the contractor.

b. If the carts or bags are not accessible or visible for the collection in a construction zone or at a stop, is this a missed collection and is the contractor required to go back?

CM Answer (b): Where there is construction, the contractor is required to service the area earlier or later on the collection day and or must return at the earlier available time to collect the PPP.

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- c. If it is a cart or bagged system and the cart is not placed properly or hidden so they cannot be tipped or collected, is this a missed collection?
 - **CM Answer (c)**: The contractor is required to provide the service if the cart/bag is at the location. If there are infraction recorded via the OOPS! tags, service providers may be allowed to refuse service after repeated warnings (tags) and there is no change in the behaviour of the property owner.
- d. If the arm on a truck cannot reach a cart across a ditch or a truck cannot traverse over a ditch or a person cross the ditch safely to grab how is that not considered impassible, and the contractor required to collect or go back to collect?
 - **CM Answer (d):** The carts or bags need to be accessible and placed on level ground at the curb or in the back lane with the wheels touching the curb or edge of the lane. Ensure a minimum of one meter (3 feet) of clear space on all sides from other carts, parked vehicles, fences, or other obstructions. Emptied carts can not be placed back at the edge of the alley or curb. Service providers may be allowed to refuse service after repeated warnings (tags).
- 24. **Question:** CM will be providing the education and promotion for the curbside collection. How is the information provided to the communities, social media, software applications, mail outs? Will collection schedules be mailed out or hard copies available?
 - **CM Answer:** CM will use various channels to support our promotion and education. We have programmatic digital advertising, print advertising, Out of Home Advertising, social media, radio and events. CM will provide printed and mailed collection schedules and guides to all residents in opt-out communities.
- 25. **Question:** Can a community identify in the RFP as bagged collection switch to container collection, or can they switch from cart collection to bagged if requested by the municipality or the collection contractor? If so, what is the process?
 - **CM Answer:** CM will consider alternative proposals.
- 26. **Question:** In the Cold Lake area, the air force base 4 Wing is included in collection but is not identified on the appendix as a community for collection. Are they included with Cold Lake listing or are they going to be added separately to the appendix of the RFP.
 - **CM Answer:** If a community was providing curbside waste service to an area prior to registration with CM, CM will continue to provide service to this area.
- 27. **Question:** Advertising on equipment. If CM intends or is permitted to put advertisement on the contractor or municipality trucks:

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- a. What sort of advertisement would be permitted? Would it be the PROs advertising their businesses or is this recycling information?
 - **CM Answer (a):** See Clause 3.6 l of the Statement of Work in Appendix A. Advertising will be limited to recycling information and instruction.
- b. What if the advertisement conflicts with the contractors or municipalities: values, policies, and view, how is that handled?
 - **CM Answer (b):** Advertising will be limited to recycling information and instruction.
- c. Does the contractor or municipality have any say in the size, material, or advertisement that CM would want to place on the equipment?
 - CM Answer (c): Advertising would be limited to the space available the vehicle side.
- d. What if other companies already have advertisements on the contractor or municipalities equipment?
 - CM Answer (d): See Clause 3.6 l of the Statement of Work in Appendix A
- e. Is there an option for revenue sharing or is this something being considered?
 - CM Answer (e): No.
- 28. **Question:** What is the need for a two-way radio in the equipment? If collecting in various communities, the distance may be too great for the use of two-way radios. Are alternative forms of communication acceptable?
 - **CM Answer:** This is for communications with the RF and PCF facilities. Alternate forms of communication allowed.
- 29. **Question:** Once the decision is made for no container or container or the contract is in place, if there is a switch from container to bagged or bagged to container, how is that implemented? What would be the process and what if the contractor is not able to accommodate the switch?
 - **CM Answer:** There is no intention to switch the containers at this time. If a change is proposed by CM, it would be done via change order and all impacts negotiated with the service provider.
- 30. Question: RFP Document Would CM be willing to look at a partial bid for catchment 7?
 - **CM Answer:** We will be accepting proposals for individual communities, grouped communities, the entire catchment and alternative proposals

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31. **Question: RFP Document** - The terms "Preferred Proponent" and "Alternative Option" are capitalized terms in the RFP document but are not defined. Please clarify how these terms are defined?

CM Answer: The term "Preferred Proponent "is defined under Section 1.1 definitions in the RFP document. The definition for "Alternative Option" has been added to the RFP document as per this addendum #3.

32. **Question:** MSA/Statement of Work - Section 2.1 (d) and (e) Could CM confirm that they want service providers to notify them at least 180 business days before any changes to "collection schedules, recycling collection containers, or any other details related to the collection process" for both single-family and multi-family? Could multi-family servicing require a faster timeline? E.g. if a MF customer wants to change container type, does CM need 180 days notice? Also, 180 days is 6 months, but 180 business days is longer than 6 months.

CM Answer: A shorter timeline will be considered for MF. This will be based on the requirement for the site determined by the proponent and agreed to with CM.

- 33. Question: MSA/Statement of Work Section 3.4 Addition or Removal of Residential Premises:
 - a. Why/how would the Contractor add or remove MF dwellings? MF properties register with CM, so what is the mechanism by which contractors would add/remove MF properties?
 - **CM Answer (a):** New buildings would be added to the contractor in a given area as they register with CM at the successful proponents agreed to price Buildings that are repurposed or no longer used as a MF dwelling will no longer be eligible for service.
 - b. Can CM give an indication of what level of change would be considered "material"? How many properties can be added or removed within a certain time frame? How much notification will be allotted to accommodate a significant increase in properties?
 - **CM Answer (b):** MF buildings which register with CM, have a one year waiting period prior to starting service.
 - c. Can CM provide any indication of how many properties they expect the Contractor can take on within the SOW? Would CM potentially split the Calgary catchment at the outset or upon reaching a threshold? The upper limit of MF properties in Calgary is much greater than those currently registered.
 - **CM Answer (c):** The number of properties is based on when a MF dwelling registers with CM. There are many buildings in Calgary yet to register with CM. CM will look at having more than one contractor to service MF dwelling in Calgary.

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34. **Question:** MSA/Statement of Work - Section 3.6 Collection Vehicles (I) prohibits "advertising" on truck bodies and says that CM may require the Contractor to post "public interest" messages. CM pays for the signage or logos and the Contractor pays for installation (no more than once per year). Would CM be open to collaborating on messaging and/or if they don't provide any messaging, are they open to contractors having truck wraps with our own "public interest" messages (e.g. related to diversion)?

CM Answer: We are open to collaborating on messaging. However, CM would need to review and approve any decals or wraps that the contractor plans on putting out. Advertising will be limited to recycling information and instruction.

35. **Question:** MSA/Statement of Work - Section 3.12 Non-Compliant Material What is the bin tagging expectation for MF properties? What level of "non-PPP" warrants a tag and is tagging a MF bin the best approach or can we use alternate means to communicate the contamination to the property owner/manager?

CM Answer: The contamination target is less than 4% by weight. Alternative means of communication will also be considered.

36. **Question: MSA/Statement of Work** - Section 3.17 Promotion & Education Would CM be open to a more collaborative approach on P&E for MF?

CM Answer: Yes, CM is open to collaboration on Promotion and Education.

37. **Question:** MSA/Statement of Work - Exhibit 7 indicates price per stop, but Appendix M indicates price per unit. Please clarify which term is to be used, specifically for MF properties. Please define the term in the definition section.

CM Answer: Please refer to the note in Exhibit 2 which states that the number of stops for Multiple-Family Dwellings is determined by the number of dwelling units located within the applicable Multiple-Family Dwellings. Please refer to Exhibit 2 Table 1 in the Statement of Work (Appendix A).

38. **Question:** Do we need to provide different pricing for the primary and secondary service level (for instance, bins located in enclosures)?

CM Answer: Pricing for secondary service should be outlined for each site requiring this service and must be clearly outlined in the submission.

39. **Question:** In Appendix C, does the 5-year term to hold all confidential information in confidence refer to unsuccessful bidders?

CM Answer: In Appendix C, both the successful and unsuccessful bidders' confidential information shall be held in confidence and in compliance with the terms of this Agreement from the effective Date and until five (5) years thereafter.

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40. **Question:** Appendix J and L do not reference Catchment 4. Please confirm if Catchment 4 be added to these Appendices.

CM Answer: Catchment 4 is Edmonton which is under different contract terms with CM currently.

- 41. **Question:** The following communities appear to be missing from Appendix J and potentially Appendix L; please confirm if they will be added to either Catchment 3 or 4?
 - Beaumont
 - Sherwood Park/Strathcona County
 - Fort Saskatchewan
 - St. Albert
 - Morinville
 - Devon
 - Nisku
 - Thorhild
 - Mundare
 - Bon Accord

CM Answer: These communities are currently under different contract terms with CM.

42. **Question:** Would CM consider doing a bridge term for 2-3 years and then a 7-year term with 2 one-year options?

CM Answer: No.

43. **Question:** Can CM confirm that if an exception would need to be submitted should a bidder like to be awarded all of a catchment (not a part)?

CM Answer: All proposals will be considered providing services to all or part of a catchment area.

44. **Question:** When can the market expect Calgary and Edmonton to be tendered for collection services?

CM Answer: We can't answer at this time.

45. **Question:** If a bidder has an alternative CPI clause to propose, does CM want the bidder to submit an alternative bid for each catchment?

CM Answer: No. The Statement of Work (Appendix A) has been amended with this Addendum #3 to reflect a change to the CPI clause in Exhibit 7.

46. **Question:** How does CM want the corporate seal for section 3.4e since the bid is being submitted electronically?

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CM Answer: All required signature and seals must be done on the original proposal bid, which must then be scanned and submitted electronically in the format as described in the RFP document.

47. **Question:** If a proponent would like to use an existing contract draft, can the proponent reference that draft or would CM prefer exceptions to each draft MSA term in this bid?

CM Answer: Please reference CM's MSA (Appendix A).

48. **Question:** Since ownership of all material submitted becomes the intellectual property of CM, how will CM protect the privacy and propriety information of the bidder?

CM Answer: While ownership of all materials submitted in response to the RFP vests with CM (in accordance with Section 5.6(a) of the RFP document), any proprietary or confidential information of the proponent that meets the definition of Confidential Information under the Confidentiality Agreement will be treated in accordance with the confidentiality provisions set out in the RFP document and the Confidentiality Agreement. As part of the proposal The electronic file titled Mandatory Forms must include a completed Confidentiality Agreement. Failure to provide a completed Confidentiality Agreement shall cause the Proposal to be rejected without recourse.

49. **Question:** How does CM propose the contracts will be adjusted if Alberta becomes a multi-projurisdiction?

CM Answer: We can not speculate at this time.

50. **Question:** Since CM has the ability to cancel the contract if a Change Order can't be agreed to, this basically allows CM to unilaterally terminate the agreement. Would CM consider adding a mediator/arbitrator as an intermediary step, or would CM prefer that the risk of this clause is priced into the agreement?

CM Answer: CM is unable to remove this provision. The termination right is necessary to ensure CM can meet its legal and regulatory obligations if the parties are unable to agree on a Change Order. In some cases, CM may be required to implement or discontinue certain work within a set timeframe to remain compliant, and must therefore retain the ability to conclude the affected work if agreement cannot be reached.

This right to terminate does not operate in isolation. It works together with the Change Management process in Section 8 as well as the terms for arbitration in Section 7.8, which requires both parties to act in good faith to review, negotiate, and document any proposed change. The termination right would only apply if, after following that process, the parties are still unable to reach agreement.

CM recommends that proponents use the provided pricing structure provided for their submission.

51. **Question:** For photographic evidence required in the MSA, would CM accept a 90-day limit, otherwise data costs to store the evidence for the duration of the contract will be costly.

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CM Answer: Alternative proposals will be considered.

52. **Question:** Since the contract is a 5-year term and CM retains ownership of all carts after the conclusion, can the contractor deploy used carts from another Alberta municipality?

CM Answer: The contract term is for seven (7) years with the option of three (3) one-year extensions. Addendum 1 issued on October 2, 2025 addressed the change to the contract term. If the community has carts, the carts will remain with the residence and are property of the program.

53. **Question:** Since the majority of Alberta is cart-based collection, can CM elaborate on the use of the OOPS! tag that will require drivers to exit the cab.

CM Answer: Please refer to 3.17e in the MSA. Alternative proposals will be considered.

54. Question: Would CM consider utilizing a CPI clause that does not go negative?

CM Answer: The Statement of Work (Appendix A) has been amended with this Addendum #3 to reflect a change to the CPI clause in Exhibit 7.

55. **Question:** Is CM expecting that the pricing for catchments includes the purchase of carts? If so, can CM clarify the ownership of carts at contract expiry?

CM Answer: Yes. See Appendix K. Carts will stay with the property and will be owned by the program.

- 56. **Question:** In C2 Appendix J, the following areas are not included can CM please confirm if they will be added?
 - Town of Vermillion
 - Village of Irma
 - Hamlet of Fabyan
 - Denwood Community
 - Village of Chauvin
 - Town of Wainwright

CM Answer: These communities are currently covered under other collection agreements.

57. **Question:** Please confirm how CM will handle single family dwellings with basement apartments for house/stock counts?

CM Answer: If current community bylaw allows for multiple carts at a location (legal basement suite) then each legal dwelling will be considered as a separate unit.

58. **Question:** Sec. 7.5(b)(iv) of the MSA provides that CM may terminate the MSA or SOW if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. This provision is unreasonable as it would effectively act like a "termination for convenience" clause where CM could force a Contractor to agree to an unfair Change Order under the threat of the contract being terminated without any default by the Contractor. Any

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change that cannot be negotiated by the parties should instead be referred to and adjudicated under Dispute Resolution provisions since terminating without any default by the Contractor or without any compensation would be unjustified and egregiously unreasonable. Will CM agree to remove this clause?

CM Answer: CM is unable to remove this provision. The termination right is necessary to ensure CM can meet its legal and regulatory obligations if the parties are unable to agree on a Change Order. In some cases, CM may be required to implement or discontinue certain work within a set timeframe to remain compliant, and must therefore retain the ability to conclude the affected work if agreement cannot be reached.

This right does not operate in isolation. It works together with the Change Management process in Section 8, which requires both parties to act in good faith to review, negotiate, and document any proposed change. The termination right would only apply if, after following that process, the parties are still unable to reach agreement.

59. **Question:** Sec. 1.3 and 1.4 of Exhibit 7: Compensation of the SOW, provide for an annual CPI Unit Price Adjustment which is applied to 100% of the Base Unit Price, however, there is no provision for any fuel price adjustment. Given the volatility of fuel prices, would CM agree to add a provision providing for a monthly 'fuel component' adjustment which would be applied to 10% of the Base Unit Price, with the CPI adjustment applied to the remaining 90% of the Base Unit Price?

CM Answer: CM is not open to this proposal. Respondents are expected to submit pricing that account for any anticipated changes in fuel price. Successful respondents may present a request for reasonable changes to contractual terms as allowed under the change order process outlined in MSA.

60. Question: What are the hours of operation for the receiving facilities?

CM Answer: General opening hours are between 7am to 6pm. In some cases where collection is done on a Saturday or on a Statuary holiday the RF will provide their hours of operation.

61. **Question:** Appendix L - Multifamily. Complete all except Edson. Define what you want for service in Brooks as [Contractor] currently does not provide service here. Can you describe what you are wanting for containers/frequence?

CM Answer: Where no service currently exists, proponents will propose container type & size and frequency based on the dwelling size (# of units) per building. CM, the contractor and the property manager will make the final decision on the service model considering space, access, number of units.

62. **Question: Submission:** If a Proposal cannot be submitted to the Submission Email Address due to file sizes exceeding that supported by the Submission Email Address, Can we make a request to the Circular Materials Contact that they submit their Proposal via Dropbox,

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SharePoint, or another digital file sharing medium which must first be agreed upon by Circular Materials at their sole discretion.

CM Answer: As stated in Section 3.5(h) of the RFP document, If a Proposal cannot be submitted to the Submission Email Address due to file sizes exceeding that supported by the Submission Email Address, the proponent can make a request to the Circular Materials Contact that they submit their Proposal via, SharePoint, which must first be agreed upon by Circular Materials at their sole discretion. Any such request should be made sufficiently in advance of the Proposal Closing Time to enable such arrangements to be established and the Proposal to be uploaded prior to the Proposal Closing Time.

63. **Question: Proposal Deposit** – Do you need 1 for each area or can it be in 1 lump some. **Question:** Can you clarify if it is a \$100,000 deposit per catchment area that is bid on, OR a single \$100,000 deposit for each proposal (irrespective of how many catchment areas are bid on)?

CM Answer: As stated in Section 4.1.2(a) of the RFP document, only one proposal deposit is required for a proposal, irrespective of the number of collection catchment areas addressed in a proposal and alternative options submitted.

64. **Question:** Please confirm if CM requires only one technical submission even if more than one catchment area is being priced?

CM Answer: Please refer to Section 4.2.5 of the RFP document. A completed Single Family Catchment Form and Multi Family Catchment Form for Collection Catchment Areas for which the Proponent is submitting a Proposal must be included.

65. **Question:** What are the expectations around the "**Call Center**" hours of operation, response times to residents and process flow communications to CM

CM Answer: Please refer to Section 3.15(b) and 3.15(e) in the Statement of Work in Appendix A.

66. **Question:** For curbside cart collection, will residents be allowed additional mixed recycling bags/cardboard outside of their cart? If so, what is the maximum amount, by quantity and/or size, and do you have a percentage of homes who require this additional service?

CM Answer: PPP for collection must all fit in the collection cart provided.

67. **Question:** For bags collection, is there a limit of additional bags or bundles that residents are permitted to set out for collection?

Question: For sites with bag collection what is there a bag setout limit? If so, what size and how many?

CM Answer: We anticipate up to 5 bags and/or bundles per pick-up day.

Addendum # 3

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68. **Question:** The list of multiple-family dwellings in Calgary in Appendix L appears to be missing many known multiple-family dwelling addresses. Can Circular Materials clarify whether the multiple-family dwellings listed in Appendix L will be the only dwellings serviced by the successful proponent at the start of the term? If so, will other multiple-family dwellings be able to be added to the contract over the course of the term at the sole discretion of Circular Materials (or with the consent of the Contractor)? Also, the same question with Municipalities, single family dwellings

CM Answer: Contained in this addendum are additional properties in Calgary. CM has provided information on the properties that have registered, and the data verified as of the date of this addendum. Where addresses are missing for residential properties the information in this RFP represents the information available to CM at the time of issuance of this RFP.

69. **Question:** Please clarify whether Circular Materials has a preference for awarding full catchment areas to a single proponent, or whether proposals for partial coverage within a catchment area will be considered equally? Understanding this will help us structure our pricing appropriately, especially where economies of scale are a factor.

CM Answer: We will be accepting proposals for individual communities, grouped communities, the entire catchment and alternative proposals.

70. **Question:** (Continuation of question above) Will Calgary Multifamily be awarded by zones, IE: one hauler will be awarded SW, another NE. Or will it be awarded by Service Type: FL Bins to one Hauler, Deep Collection Services to another Hauler, Carts & Bags to another hauler. Or a combination of the two scenarios?

CM Answer: Without seeing submissions, CM is unable to speculate on how the City of Calgary's MF could/will be awarded. CM's aim is to award based on the merit of the submissions and to gain the greatest efficiencies.

71. **Question:** Could you please confirm whether the successful proponent is expected to supply the carts, bins, or other collection containers required for the work for both Multifamily and Single Family, or will these be provided by Circular Materials? Is there an exception for Deep Collection System services for multifamily?

CM Answer: The successful proponent is expected to provide receptacles for Multi-family residences with the exception of deep collection systems.

72. **Question:** (Continuation of question above) Additionally, if the proponent is responsible for supplying these containers, who retains ownership of them after the conclusion or termination of the contract?

CM Answer: MF container ownership will remain stay with the service provider.

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73. **Question:** Could you please clarify whether the pricing for multi-family collection should be based on the number of residential units served, or on the volume (e.g., yardage) of material collected?

CM Answer: The price should be based on price per unit per month to deliver service.

74. **Question:** Can you provide more detail on the conditions for "Cart price per household per month"? Please confirm this is the monthly cost to provide a new bin? Will this price per month only maintain for an established length of time (i.e. Original term and then it's paid off and won't be charged any more)? What happens if a new container is provided mid-term?

CM Answer: Costs for carts per household per month, where applicable need to be listed separately at the bottom of the catchment area. This cost is for cart maintenance, new carts and or replacement carts (where applicable). The carts will remain with the household and be property of the program at the end of the contract.

75. **Question: Curbside Collection -** Propose ability to move towns into different catchment if it works more efficiently operationally?

CM Answer: CM will consider alternative proposals.

76. Question: Curbside Collection - Any plan to transition bags to carts?

CM Answer: Not at this time.

77. **Question: Curbside Collection -** Locations that currently don't have the service will be on service for the start date.

CM Answer: Start dates for each community or multifamily dwelling are listed in Appendix J and L respectively.

78. **Question: Curbside Collection -** What are the current service days of the existing curbside collection locations?

CM Answer: Please see Appendix J.

79. **Question: Curbside Collection -** Are service commencement dates of the community's negotiable?

CM Answer: Service commencement dates are outlined in Appendix J and L and must align with the regulations thus communities

80. **Question: Curbside Collection -** For locations that currently do not receive collection, who is responsible for cart purchasing, cost and setup?

CM Answer: The service provider.

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81. **Question: Curbside Collection -** Ability to change existing service days that currently have the service to better service operationally.

CM Answer: We understand this might be necessary. The hope is to align where possible with existing collection service. This discussion will be conducted with the successful proponent during contract deliberations

82. Question: Curbside Collection - What is the cart price per household meant to include?

CM Answer: Initial program carts, maintenance and replacement over the term of the contract.

83. **Question: Curbside Collection -** What is the current or forecasted volumes anticipated by location?

Are the current or anticipated tonnage volumes available for the locations or catchments?

CM Answer: This information is not available. A high-level estimate is 140 kg per household per year.

84. **Question: Curbside Collection -** For locations with existing cart collection, what is the expectation for the successful proponent when handling existing cart damages?

CM Answer: The proponent will provide any necessary cart maintenance or replacement at the start of the contract.

85. **Question: Curbside Collection -** Is there a preference of collection vehicle type outside of being able to collect the material?

CM Answer: No.

86. **Question: Curbside Collection -** Is there are preference/requirement relative to available technology on the collection units for GPS/AVI?

CM Answer: No. However, data from the system needs to be exported and provided to CM in a usable format upon request.

87. **Question: Curbside Collection -** Is there a preference on spare vehicle to routed collection units-based catchment or community size?

CM Answer: No.

88. **Question:** In Multifamily Collection - please confirm the collection system used for semi inground

CM Answer: Proponent are expected to submit their preference.

89. **Question:** In Multifamily Collection - Is the receptable type able to be changed from the current size provided? IE, can the size of container be changed to improve efficiencies?

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CM Answer: Alternative proposals will be considered.

90. **Question:** In Multifamily Collection - For locations that currently do not have a service frequency or do not currently have information on receptable type, what would be the preferred method of providing pricing or other information?

CM Answer: Please refer to Appendix L.

91. **Question:** In Multifamily Collection - What is the expectation on container maintenance for FE, in ground systems, carts for cleaning, repairs and overall condition and how is this cost capture?

CM Answer: For front end bins and carts, the proponent is responsible for cleaning repairs and overall conditions. Where there are already inground units, any damage caused by the contractor as determined by CM, will be the responsibility of the successful proponent.

92. **Question:** In Multifamily Collection - Given the successful proponent differs from the incumbent, what is the process to transition removal and delivery of applicable containers to complete the changeover?

CM Answer: All changes must be made in advance of the contract start date. At all times, if applicable, residents must always have a usable container during transition.