

May 2, 2012

Request for Proposal #08-12

Addendum No. 1

To: Prospective Proposers,

This addendum, containing the following additions, clarification, and/or changes, is issued prior to receipt of proposal and does hereby become part of the original specifications and documents and supersedes the original specifications and documents in case of conflict. Receipt of this addendum must be acknowledged by referencing and signing on the RFP document "Qualification form 7", "Acknowledgement of Addenda". The Acknowledgement of Addenda form must be returned with your sealed proposal. In the event that your sealed proposal has been mailed prior to receiving this addendum, you may submit the addendum in a second sealed envelope clearly marked as an addendum to be attached to RFP #08-12. This addendum and bid response must be received by 3:00 p.m., on Thursday, May 10, 2012. Failure to do so will result in the disqualification of the corresponding bid.

Amend Specifications as follows:

Below are the questions received to the RFP and the corresponding answer:

- Question 1. Please provide the current cost associated with the Transfer Station operations by the ton or an annual total?
- A. This information is available on the City website which may be accessed at <http://www.greensboro-nc.gov/index.aspx?page=576>. Refer to the following document.
2010-11 Transfer Station Budget & Operations Statement
- Question 2. Since the City deals directly with the Uwharrie Landfill, is it acceptable to N/A or "no bid" that part without penalty on the other two requests?
- A. Yes.
- Question 3. Is there any way to get a copy of the last two or three invoices to be sure we're comparing apples to apples?
- A. This information is available on the City website. Refer to the following documents.
- *2012 February Republic Invoice*
 - *2012 March Republic Invoice*
 - *2006 Hilco Transport Contract*
 - *2006-12 Hilco Fuel Surcharge*
 - *2012 Feb 27 - March 3 Hilco Invoice*
 - *2012 March 5-10 Hilco Invoice*

- 2012 March 12-16 Hilco Invoice
- 2012 March 19-24 Hilco Invoice
- 2012 March 26-31 Hilco Invoice

Question 4. Would you have either a copy of the current contract, or provide us with the current rates please?

A. This information is available on the City website. Refer to the following documents.

- 2006 Republic Services of North Carolina Contract and Addendum
- 2006 Hilco Transport Contract and Addendum

Question 5. Could you provide a "bid tab" from the last bid?

A. This information is available on the City website. Refer to the following document, located under the "miscellaneous" heading.

2005 MSW RFP Evaluation

Question 6. Is there a Fuel Peg that the City of Greensboro would like for all bidders to use so all [bidders] are on the same page computing the fuel surcharge?

A. Price Form 2 includes a section for the Contractor to describe the terms of a fuel escalator, should the Contractor propose to use one. During the evaluation process, it is anticipated that the City will evaluate offers based on current fuel prices, as well as the effect on offers if the price of fuel were to reduce or increase significantly over time.

Question 7. Will the City accept alternate proposals?

A. The City may consider alternative proposals.

ADD the following section to the RFP:

"3.8 Proposal Options

The City understands that proposers may want to provide more than one option or alternative as part of their offer. Proposers offering multiple alternatives must conform to the proposal format and must complete all appropriate proposal forms so that offered alternatives can be evaluated separately and comprehensively. Only those chapters listed in Table 3-1 that are affected by the alternative(s) should be repeated in the proposal. Alternatives that lack detailed explanation or are otherwise incomplete will not be considered. Additionally, the City reserves the right to not consider alternatives it deems are not in their best interest."

Question 8. Will the City extend the proposal submission deadline for a minimum of one week, or preferably for 30 days? Justification – Waste Industries indirectly received notification of the RFP from a non-City source and was not notified through the normal RFP announcement channels as was done for the White Street Landfill RFP.

- A. Due to the pending expiration of the current disposal contract, it is important that the City maintain the schedule outlined in Section 1.3 of the RFP.
- Question 9. What are the current rates the City is paying for transportation to and disposal at Uwharrie Landfill?
- A. See responses to Questions 3 and 56.
- Question 10. Please provide a copy of your current agreement with Republic and any associated addendums.
- A. See response to Question 4.
- Question 11. Will one company be awarded all of the services listed in Section 1.2, Scope of Services, or is it possible that the City will split out services and award work to multiple companies?
- A. The City may split out services. Refer to Price Form 1.
- Question 12. When extra operating hours are required, is this time billed separately to the City or should it be factored into the per ton rate for operating the station?
- A. Extra operating hours should be factored into the per ton rate. In the event extra operating hours are required due to an Uncontrollable Circumstance, the Contractor will be fairly reimbursed.
- Question 13. Explain Article IX in more detail.
- A. The Article is as stated. It is to provide a mechanism by which the City could utilize the Contractor for future capital improvement projects at the Transfer Station if mutually agreeable terms were reached, to the extent permitted by Applicable Law at the time. While there are no specific capital modifications contemplated at this time, examples include replacement of a scale or roof system.
- Question 14. Please provide a copy of the Transfer Station Operations Plan.
- A. This information is available on the City website. Refer to the following document.
2011 Municipal Solid Waste Transfer Station Permit Application
- Question 15. Please explain Article VIII 8.5. Will normal wear and tear be considered?
- A. Normal wear and tear is a very inexact term. As stated in Section 8.5, the inspection will be to determine if the facility was maintained in accordance with Section 8.1.
- Question 16. Please confirm that the City will continue to send all of its waste collected by City trucks or work that is, or may be, sub-contracted at any point in the future
- A. At this time, the City anticipates it will continue to send all of its waste collected by City trucks or work that is, or may be, sub-contracted at any point in the future to the Transfer Station. However,

Price Form 1 in Section 5 of the RFP identifies various categories of tonnages and the Proposer should price their offer accordingly.

Question 17. On Price Form 2, Other Financial Information, can the assets be purchased by the Contractor?

- A. Assets cannot be leased nor purchased directly. The City has to sell assets through competitive bids. Proposals should be based on the Contractor providing the necessary equipment to perform the requested services.

Question 18. The RFP provides that only one proposal may be provided by any given Proposer. The RFP also provides that a Proposer may provide for one, two or all three of the listed services (i.e., operation, transportation and/or disposal). Please confirm that the response may include a proposal that is comprehensive, including all three services, in addition to a proposal that includes only one or two of the services.

- A. The first paragraph in Price Form 1 has been revised to clarify that Contractor may propose on any or all options. See revised Price Form 1, attached.

Question 19. The Qualification Forms require very specific information about the various services to be provided. Please confirm that such forms are intended to be used even where the proposer intends to subcontract out a specific service and, in such case, the form is intended to include the subcontractor's information.

- A. Correct. The Qualification Forms are intended to be used even where the proposer intends to subcontract out a specific service and, in such case, the form is intended to include the subcontractor's information.

Question 20. In the Contract Principals, there are some references that make it appear that the contract assumes that the service provider is also the owner/operator of the landfill or that the operation of the Specified Landfill is part of the contract. For example, there is a reference to the methodology for determining the tonnage disposed of at the Landfill or that the "Company shall operate the Transfer Station and the specified Landfill" in accordance with the contract. We assume that the contract was prepared to try and meet all possible outcomes and that it would be modified to remove references that do not apply to the selected contractor (for example, where the selected contractor is not providing disposal). Please confirm.

- A. Correct. The Contract will be drafted to remove any references that do not apply to the selected Contractor.

Question 21. The contract indicates that the City may terminate at any time for convenience and that the terms of such termination would be negotiated after selection of the proposer. Please confirm that if the parties are unable to come to mutual agreement on such terms that failure to enter the contract (or delay) would not be a breach by the proposer.

- A. It is standard practice for the City of Greensboro to include a Convenience Termination Clause in its contract documents. While no specific scenarios for exercising such a clause are available, it is the City's intent to cover a contractor's actual investments (minus depreciation costs) through negotiations should the need arise. The selected contractor will be expected to negotiate in good faith. If the parties are not able to reach a mutual agreement on this or any other provision, the City reserves the right to terminate negotiations and to negotiate with the next most advantageous Proposer.

Question 22. The Contract Principles provide for a \$5M performance bond, which was the same amount required by the RFP for the operation of the White Street Landfill. Because the liabilities are not as extensive in the operation of a transfer station as compared to the operation of a landfill, would the City consider a lower bond amount for this contract.

- A. **REVISE** the text in Section 13.2 of the Contract Principles to read follows:

"On or before the Commencement Date, the Company shall provide to the City, in a form acceptable to the City, an operations performance bond, in the following amount, depending on the service(s) the Company offers:

Transfer Station Operations Performance Bond	\$1 million
Hauling Services Performance Bond	\$2 million
Disposal Services Performance Bond	\$5 million

If more than one service is performed, then an aggregate of the Performance Bonds will be required (i.e. the Performance Bond for Operations and Hauling would be \$3 million). The operations performance bond shall. . ."

Question 23. The Contract Principles provide for a financial penalty for failure to achieve the anticipated Commencement Date in the amount of \$20/ton or \$10,000 per day. These amounts are the same as were set forth in the RFP for the operation of the White Street Landfill. Because the costs of operation and damage to the City are likely lower in the transfer station capacity as compared to the landfill capacity, would the City consider adjusting one or both of these penalty amounts downward?

- A. All three components of the City's waste management system, including the Transfer Station operation, hauling, and disposal must be functional by the Commencement Date. On average, the three services cost the City over \$25,000 per day to provide. Failure to meet the Commencement Date for any one of the three services will represent a hardship to the City. Therefore, the City intends to leave the amounts as stated.

REVISE Section 2.6 of the Contract Principles to read as follows:

"...the Company shall pay the City delay damages in the amount of \$20 per ton of Acceptable Waste that should have been but was not accepted at the Transfer Station, or was not hauled, or was not disposed of at the Specified Landfill during each day of such delay, ..."

Question 24. Will the proposers be given broad access to perform due diligence on the transfer station facility in light of the "as is" risk?

- A. Schedule all site visits through Interim Disposal Manager, Jason Jernigan, with 24 hours notice at 336.412.3959 (office), 336.587.3445 (cell), or at jason.jernigan@greensboro-nc.gov.

Question 25. In Section 2.1, it states that "No exception to the terms and conditions shall be allowed", but in Section 2.28, it reads "Any objections to the terms of the RFP documents must be submitted in compliance with the requirements and deadlines in this RFP". Can a proposer take exception to individual specifications? Can an alternate proposal be submitted and be considered?

- A. The City may consider exceptions or alternate language to the Contract Principles, however, significant modifications or exceptions are discouraged and may negatively affect the evaluation of the Proposer's offer. The Proposer must clearly identify any proposed exceptions or modifications.

DELETE the following sentence from Section 2.1:

"No exception to the terms and conditions shall be allowed."

REPLACE Section 2.2 with the following

"A proposer shall not attempt to limit, restrict, or qualify its proposal. No adjustments, changes to, or deviations from this RFP will be considered, other than those expressly provided for by the Proposer."

Question 26. Section 3.2 refers to "the above scheduled time for opening the proposals." Is there to be a public bid opening at the deadline for RFP submittals?

- A. No, there will not be a public bid opening at the deadline for RFP submittals.

Question 27. Section 3.3 states "All required signatures must be manual, in ink." but then you require electronic copies of the responses. Is the manual requirement only for hard copy submittals?

- A. The original hard copy proposal must be signed in ink. All other versions of the proposal (hard copies & digital copies) are copies of the original.

Question 28. Can the City send out Excel or MS Word copies of the Request for Proposals so that we can more easily fill in responses on your forms?

- A. MS Word documents will be provided to fill out the Forms from the RFP. This information will be made available on the City website.

Question 29. In Article V, section 5.2 (B), it does not seem clear if the incoming, or outgoing tons at the transfer station will determine what is disposed of at the Specified Landfill. How will the contractor be paid for

processing?

- A. Currently, hauling contractor is paid per load and disposal contractor is paid per ton based on their scales.

Question 30. What is "Bypass Acceptable Waste"?

- A. Refer to Section 5.2 A of the Contract Principles.

Question 31. In Section 9.1, how will Capital Modifications be paid for if the City requires the contractor to perform or complete them? Will the expense be a pass through to the City from the contractor?

- A. Capital Modifications will be paid for using a method mutually agreed to by the City and the Contractor.

Question 32. What have the utilities (water, electric, etc.) been running for the last 12 months at the transfer facility?

- A. This information is available on the City website. Refer to the following document.

2009-12 Transfer Station Utility Costs

Question 33. What equipment (type, year, make, model, hours and quantity) is currently being used by the City to push trash at the transfer facility?

- A. Equipment / Model
 - 2006 Bobcat S300 Skid Steer
 - 2006 Hyundai 770-7AWheel Loader
 - 2006 Hyundai 770-7AWheel Loader
 - 2006 Volvo 160B Wheeled Excavator
 - 2007 Volvo 160C Wheeled Excavator
 - 2007 Capacity Truck
 - 2008 Capacity Truck

Question 34. How is the transfer facility currently staffed by the City?

- A. Crews alternate every Thursday.

Crew 1 Schedule: Thurs-Sat, 40hrs

Crew 2 Schedule: Thurs-Sat, 40hrs

Supervisor: Mon-Wed, 40hrs

Supervisor: Mon-Wed, 40hrs

Operator

Operator

Operator

Operator

Crew Member

Crew Member

Crew Member

Crew Member

Convenient Site Attendant Schedule: M-F 40hrs

Question 35. What were the daily tonnages for the transfer facility for calendar year 2012?

A. This information is available on the City website. Refer to the following documents.

2011-12 Transfer Station Daily Tonnages

Question 36. Will the successful bidder have to provide fire and damage insurance on the transfer facility?

A. Yes. Broad Form Property Insurance of at least \$100,000.00 is required of the contractor. Losses above Contractor's Broad Form Property Insurance Limits would be paid by the City's property insurance. There will be a mutual waiver of property subrogation between the City and Contractor, except for the minimum required \$100,000.00 Broad Form Property Insurance Liability for the Contractor.

Question 37. Since the transfer facility will be turned over to the successful bidder in "AS IS" condition, can a site visit be scheduled for the bidders to access the station condition?

A. See response to Question 24.

Question 38. Will the successful bidder be responsible for maintaining the roadways in the transfer facility, the scales, scale house, transfer station building and station floor during the term of the contract?

A. The length of the term of the contract will determine the major maintenance requirements to be paid for by the Contractor. For three & five year contracts, the Contractor will be responsible for all preventative maintenance as well as routine repairs and replacements (under \$5,000 per item). Major maintenance, repairs and replacements (over \$5,000 per item) will be the City's responsibility. For 10 & 15 year contract offers, major maintenance, repair and replacement requirements will be the responsibility of the Contractor.

For pricing purposes, the Contractor should assume that within the first six months of the contract the City will, at the City's cost, resurface the tipping floor, repair the steel surrounding each hopper, and replace the inbound scales.

Question 39. If the transfer facility were to be damaged by weather or burn down for reasons unconnected with the company operating the station, who would be responsible for repairing or rebuilding it?

A. See response to Question 36. Losses above Contractor's legal liability limits would be paid by the City's property insurance.

Question 40. Does the transfer facility have a deodorizer system in place now? If yes, what is it, how often is it used, and what does it cost to operate.

A. The Transfer Station does not have a deodorizer system.

Question 41. In Section 1.5, there is reference to an option to extend the existing contract for the transfer facility. Is it possible for the City to extend month to month, or is it only open for annual intervals?

A. The City has the option of extending the current hauling contract as mutually agreed to by the current hauler and the City. There are no specific provisions for extending the current disposal contract.

Question 42. Is the City open to selling the equipment that is now being used at the transfer facility for continuing use at the facility?

A. See response to Question 17.

Question 43. How many tons does the station average on Saturdays?

A. See response to Question 35.

Question 44. Please provide a copy of a recent transportation and disposal invoice from Republic.

A. See response to Question 3.

Question 45. Page 4-16 d. What are the historical spot market tip fees for acceptable municipal diverted waste over the last three years?

A. See response to Question 46.

Question 46. Page 4-16 d. What are the historical spot market tip fees for acceptable municipal diverted waste over the last three years? Please define "spot market tip fees?"

A. Question E. 5. d. on Qualification Form 2C is asking for the historical fee charged by the Contractor at the proposed receiving landfill for disposal of waste that is not under contract. An example of a spot market tip fee would be a one-time customer disposing of waste at the landfill.

Question 47. Page 4-16 d. What are the historical spot market tip fees for acceptable municipal diverted waste over the last three years? Please define "acceptable municipal diverted waste?"

A. The word "diverted" should be removed.

REVISE Question E. 5. d. on **Qualification Form 2C** to read as follows:

"What are the historical spot market tip fees for acceptable municipal waste over the last

three years?"

Question 48. Page 5-7, Other Financial Information. Can you provide a list of the City's assets at the transfer station?

A. See response to Question 33.

Question 49. Page 14 of the Contract Principles, 6.14 Utilities. Can you please provide a list of utilities the contractor will be responsible for and a 36 month billing history for each?

A. See response to Question 32.

Question 50. On pages 5-3 and 5-4, the pricing forms have three different categories for round trip mileage. What if the roundtrip distance to the disposal facility exceeds 200 miles roundtrip? Suggestion: add additional categories for round trip mileage up to 300 miles.

A. Additional categories for round trip total mileage up to 300 miles have been added. See revised Price Form 1, attached.

Question 51. What is the City's average tonnage per load for the past 12 months?

A. The City's average tonnage per load over the past 12 months is 23.62 tons. The trailers currently being used have a useable volume of about 113 cubic yards, which equates to a density of approximately 418 pounds per cubic yard.

Question 52. If the City continues to load can the City provide a minimum tons/load guarantee?

A. The City is not prepared to provide a minimum tons/load guarantee at this time. However, this can be discussed during contract negotiations. See response to Question 51 for historic tonnage and density information.

Question 53. What is the extent of the expected capital modifications referenced in Article IX of the draft contract? If the City terminates for convenience, how will any capital expenditures be reimbursed?

A. See response to Question 13 regarding Capital Modifications. The City would expect to negotiate a fair settlement related to capital expenditure were the contract to be terminated for convenience.

Question 54. Section 11.1(1) mentions immediate termination for failure to operate the transfer station. Can time limits be placed on this (e.g., failure to operate for a certain number of days) or a cure right created?

A. No.

Question 55. Will the City consider deleting the right to terminate for convenience?

A. No. See response to Question 21.

Question 56. Can you supply the detail rate history per ton per year from initial award date to current year for disposal of material?

A. Hauling Rate history information is available on the City website. Refer to the following document.

2006-12 Hilco Fuel Surcharge

Disposal rate history information is as follows:

Date	Effective Rate
Sep-06	\$19.76 per ton
Oct-07	\$20.17 per ton
Jul-08	\$22.92 per ton ¹
Oct-08	\$23.79 per ton
Oct-10-current	\$24.34 per ton
¹ Includes addition of \$2/ton state tax starting in 2008	

Question 57. How do you propose that Fuel Surcharges will be calculated?

A. See response to Question 6.

Question 58. Can you supply a detail cost for the last year for the transfer station and any items that would not be the responsibility of the contractor? (i.e. utility cost, leachate cost, repairs, etc.)

A. See response to Question 1.

Question 59. Can you supply a list of equipment/assets currently utilized at the transfer station?

A. See response to Question 33.

Question 60. Can you supply a list of equipment/assets currently utilized at the transfer station that would be available for lease/purchase?

A. See response to Question 17.

Question 61. Are there any known repairs that have not been completed or will not be completed prior to commencement date of the contract for managing/operating the transfer station?

A. See response to Question 38.

- Question 62. Section 3.3 requests a corporate seal. Waste Connections does not have a corporate seal. How do you want this addressed in the proposal.
- A. **REVISE** the wording of **Section 3.3** to read as follows:
“...and the corporate seal (if applicable) shall be affixed and attested...”
- Question 63. Can you supply the last 12 months of inspection/repair reports for the transfer station?
- A. This information is available on the City website. Refer to the following documents.
2011 Transfer Station Inspection Report
- Question 64. Can a Force Majeure clause be added to the contract documents?
- A. See Section 12.2 of the Contract Principles, entitled Uncontrollable Circumstances.
- Question 65. Contract Principles; Page 12 Section B Fines, Penalties and Remediation. If the fines and/or penalties are a result from a preexisting condition will this cost be the responsibility of the City?
- A. As stated, this section is not intended to place the Company at risk of regulatory fines and penalties for pre-existing conditions. However, it is incumbent upon the Company to bring any identified preexisting condition issues to light that may place the City or Company at risk of fine or penalty so that a proper resolution can be implemented.
- Question 66. Section 2.26 of the RFP provides that by submitting a proposal, the Proposer certifies that it has examined the facility site and is informed about its physical conditions. At what times and on what basis, including ability to make soil and other tests, will Proposers be allowed to examine the site?
- A. See response to Question 24.
- Question 67. May a Proposer omit any litigation that is not material, either to the financial or other attributes of the proposal or with respect to the City's interest?
- A. The Proposer may not omit any litigation other than litigation related to accounts receivable.
- Question 68. Will a \$5 million Performance Bond be required if the Proposer is bidding on a portion of the services contemplated in the RFP? If not, what would be the required amount? Is there an opportunity for the amount of any required Performance Bond to decline as the contract period declines?
- A. See response to Question 22. The bond values roughly align to the annual value of each contract, so a declining bond value is not anticipated.
- Question 69. May a Proposer satisfy the insurance requirements through umbrella insurance policies?

A. Yes.

Question 70. Section 2.2 (a) of Draft Contract Principles provides that during the Transition Period, the awarded Proposer shall offer employment first to City employees working at the Transfer Station. Are there any parameters regarding such obligation, including, but not limited to, salary, benefits, or qualifications or other standards?

A. The City is certainly sensitive to the potential loss of City jobs that can result from outsourcing of services. However, no specific parameters or obligations are set forth in the RFP regarding offering jobs to current employees other than good faith consideration by the Company to do so.

Question 71. Under Section 2.6 of Draft Contract Principles, would the delay damages apply to a delay occasioned primarily by acts and/ or omissions of the City and/ or its representatives?

A. No.

Question 72. In Section 2.7 of Draft Contract Principles, is the provision limited only to the Proposer's ability to meet its contractual commitments? The definition of "AS-IS' RISK" is framed in a broad scope. Please further define this term in order to clarify the scope of said risk.

A. The "as-is" risk provision in Section 2.7 is intended to clarify that the Company will not be provided relief from its contractual commitments, including those related to performance, price and schedule, due to the condition of the Transfer Station.

Question 73. In Section 7.3 of Draft Contract Principles, is it intended that the contract will provide for liquidated damages as well as all actual damages, which is inconsistent with the definition and purpose of liquidated damages?

A. The Contract Principles do not contain any specific liquidated damage amounts for failure to meet a performance guarantee.

Question 74. In Section 11.4 (A) of Draft Contract Principles, please provide any particulars, including possible scenarios, under which the City might choose to elect operation of this clause and the types of fees that might be associated with it.

A. See response to Question 21.

Question 75. Please provide and make available City-certified tonnage manifests to clarify the frequency and quantity of material (1) received at and (2) shipped from the Transfer Station.

A. See response to Question 35.

Question 76. Please provide current composition audit data for material (1) received at and (2) shipped from the Transfer Station.

- A. No waste characterization study has been performed recently however Section 1.7, Solid Waste Stream Description, contains information about the Guildford County waste stream. The waste stream for this contract is the municipal solid waste.

Question 77. Please provide Proposers with existing permitting and regular maintenance analysis reports in order to fully assess conditions at the Transfer Station site and building.

- A. See response to Question 63.

Question 78. Has the City evaluated the feasibility of using a differential gate rate pricing system based on material composition or will all trucks continue to be charged one flat per-ton rate?

- A. No, the City has not evaluated the feasibility of using a differential gate rate pricing system based on material composition. Trucks will be charged on flat rate per ton.

Question 79. Please provide the gross, tare, and net shipping weight limits on outbound "walking floor" tractor-trailer loads departing from the City's Transfer Station.

- A. The City does not utilize walking floor trailers. See response to Question 52 for information on trailer capacity.

Question 80. Please explain the beneficial purpose of spraying a continuous stream of water on the Transfer Station tip floor with water. Has the City considered any additional and/ or alternative measures?

- A. Currently water is being sprayed on the floor of the Transfer Station as a means of dust control and for vehicle traction.

Question 81. Upon award of the Contract, will the successful Proposer be given full access to all equipment on site at the Transfer Station?

- A. See response to Question 17.

Question 82. Please provide the City's full costs of operating the Transfer Station for the past three fiscal years in both gross dollars and on a per-ton basis.

- A.

Fiscal Year	Total Expenditure & Budget	Cost Per Ton
2008-09	\$9,812,341	\$41
2009-10	\$10,089,862	\$43
2010-11	\$9,976,815	\$45

Question 83. Does the pollution and environmental liability coverage required in Appendix B of the Contract

Principles apply to the Transfer Station operations and hauling, or just to the disposal offers to cover the landfill?

- A. **REVISE** the pollution and environmental liability line in Item (1) in Appendix B of the Contract Principles to read as follows.

"Pollution and Environmental Liability (applies only to offers to provide disposal services)."

Question 84. Will there be any ton/load guarantee if the City contracts for operation of the Transfer station?

- A. Yes. The operator will be expected to average at least 400 pounds per cubic yard. Based on the current trailer useable capacity of 113 cubic yards and average weight over the last 12 months of 23.62 tons per load, the City has averaged 418 pounds per cubic yard.

**PRICE FORM 1 - REVISED
SERVICE FEE**

Following are six individual and bundled price options for the proposed services. Contractor to complete any and all options that apply. The Contractor may propose on one or more options.

Option 1: Operate Only – Proposed Prices for Operations of City's Transfer Station Only:

Contractor to complete the following based on a price per ton for transfer station operations only.

Option 1 – 2012 Prices for Operation of the City's Transfer Station Only				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

PRICE FORM 1 - REVISED
SERVICE FEE
 (CONTINUED)

Option 2: Transport Only – Proposed Prices for MSW Transportation Services Only:

The City desires a price proposal based on a **per mile (round trip mile)** fee for tons of waste actually made available to the contractor. The contractor must be able to haul a minimum of 1,200 tons per day of waste having an average transport bulk density of 350 to 425 pounds per cubic yard. Contractors must use trailers having a minimum usable container capacity of 90 cubic yards. The unit prices submitted will be in 2012 dollars. The unit prices will be adjusted annually, based on an accepted price index.

The contractor shall submit unit prices based on ranges of annual tonnage received and round-trip distances. The contractor's price ranges must cover an annual range of tonnages from 60,000 tons up to 250,000 tons and round trip distances of 50 to 300 miles. Contractors should use the form provided below for the submittal of proposed prices and must indicate the usable trailer capacity that the proposed prices are based upon.

Option 2 – Proposed Price - Transportation of MSW ¹ 2012 \$/Mile (Round-Trip Mile)												
Annual Tonnage	50 - 100 miles				101 - 150 miles				151 - 200 miles			
Contract term (yrs)	3	5	10	15	3	5	10	15	3	5	10	15
60,000 - 100,000												
100,001 - 150,000												
150,001 - 200,000												
200,001 - 250,000												
Annual Tonnage	201 - 250 miles				251 - 300 miles							
Contract term (yrs)	3	5	10	15	3	5	10	15				
60,000 - 100,000												
100,001 - 150,000												
150,001 - 200,000												
200,001 - 250,000												

¹Requested prices are for truck miles (round-trip miles). Contractor must be able to provide transportation services for a minimum of 1,200 tons per day of waste having an average bulk density of 350 to 425 pounds per cubic yard.

Contractors proposed price is based on a usable trailer capacity of _____ cubic yards.

PRICE FORM 1 - REVISED
SERVICE FEE
 (CONTINUED)

Option 3: Operate & Transport – Proposed Prices for Operations of the City’s Transfer Station and MSW Transportation Service Package

Contractor to complete the following based on a price per ton for Transfer Station operation and transportation of MSW.

Option 3A – 2012 Prices for Operation of the City’s Transfer Station					
Annual Tonnage Range	Base Price (2012 \$/ton)				
	Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:					
From 100,001 to 150,000 tons:					
From 150,001 to 200,000 tons:					
From 200,001 to 250,000 tons:					

Option 3B – Proposed Price - Transportation of MSW ¹												
2012 \$/Mile (Round-Trip Mile)												
Annual Tonnage	50 - 100 miles				101 - 150 miles				151 - 200 miles			
	Contract term (yrs)	3	5r	10	15	3	5	10	15	3	5r	10
60,000 - 100,000												
100,001 - 150,000												
150,001 - 200,000												
200,001 - 250,000												
Annual Tonnage	201 - 250 miles				251 - 300 miles							
	Contract term (yrs)	3	5	10	15	3	5	10				
60,000 - 100,000												
100,001 - 150,000												
150,001 - 200,000												
200,001 - 250,000												

¹Requested prices are for truck miles (round-trip miles). Contractor must be able to provide transportation services for a minimum of 1,200 tons per day of waste having an average bulk density of 350 to 425 pounds per cubic yard.

PRICE FORM 1 - REVISED
SERVICE FEE
 (CONTINUED)

Option 4: Dispose Only – Proposed Prices for MSW Disposal Services Only:

Contractor to complete the following based on a price per ton for waste disposal only.

Option 4 – 2012 Prices for Disposal of Municipal Solid Waste				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

Option 5: Transport and Dispose – Proposed Prices for MSW Transportation and Disposal Service Package:

Contractor to complete the following based on a price per ton for both waste transportation and disposal.

Option 5 – 2012 Prices for Disposal and Transportation of MSW				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

PRICE FORM 1 - REVISED
SERVICE FEE
 (CONTINUED)

Option 6: Operate, Transport & Dispose – Proposed Prices for Operation of the City's Transfer Station, Including Transportation, and Disposal of MSW:

Contractor to complete the following based on a price per ton for complete services including operation of the City's transfer station, transportation of the waste to a Subtitle D landfill, and disposal of MSW in that landfill.

Option 6 – 2012 Prices for Operation of the City's Transfer Station, Transportation, and Disposal of MSW				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				