

**NEW HAVEN SOLID WASTE AND RECYCLING AUTHORITY**  
**TRANSFER STATION OPERATION, TRANSPORT AND DISPOSAL**  
**SERVICES FOR MUNICIPAL SOLID WASTE**

**ADDENDUM NO. 3**

**May 13, 2008**

**TO: RECIPIENTS OF THE REQUEST FOR PROPOSAL**  
**FROM: NEW HAVEN SOLID WASTE AND RECYCLING AUTHORITY**  
**SUBJECT: ADDENDUM NO. 3**

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The New Haven Solid Waste and Recycling Authority (“Authority”) hereby serves notice that it has issued this Addendum No. 3 to the Request for Proposals (“RFP”) for Transfer Station Operation, Transport and Disposal Services for Municipal Solid Waste, issued April 18, 2008. Proposers shall acknowledge receipt of this Addendum No. 3 in writing on Proposal Form 1 of their Proposal. This Addendum shall be part of the RFP as provided for in Section 3.7 of the RFP.

This Addendum No. 3 provides:

1. Responses to clarifications and response to written questions in Section 1.0
2. Corrections or revisions to the text of the RFP in Section 2.0
3. Additional Proposal Form and Attachments

**SECTION 1.0: CLARIFICATIONS AND RESPONSE TO WRITTEN QUESTIONS**

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Comments were received in writing during the Proposal preparation period. This section is intended to address the written questions submitted as of May 12, 2008, but subsequent to issuance of Addendum No. 2.

- 1. Will the Authority consider extending the proposal deadline since questions are being accepted until May 12 and the proposals are due on May 19? When will answers to all submitted questions be available for review?**

The Authority will not extend the Proposal Submission Deadline. Answers to all questions submitted as of 5 pm on May 12, 2008 are addressed via this Addendum No. 3 and previous Addendums and are available for review on May 13, 2008.

- 2. How late can we submit questions on Monday and still comply?**

All questions received as of 5 pm on May 12, 2008 are addressed as discussed in the response to Question 1 above of this Addendum No. 3.

- 3. Does the Proposer have to be qualified to do business in the State of Connecticut prior to submitting the Proposal? Can it be qualified before executing the award in January 2009?**

Proposers do not have to be qualified to do business in the State of Connecticut prior to submitting a Proposal; however, Proposers must be qualified to do business in the State of Connecticut prior to a executing the award of the Agreement. Proposers business standing in the State of Connecticut may be taken into consideration during the evaluation process. Please note that the Authority anticipates executing the award in June 2008, not January 2009. The start of operations, Commencement Date, remains as January 1, 2009.

- 4. Addendum No. 1 added a request for an electronic PDF file of the full proposal documents, specified to be emailed. We anticipate the size of the PDF may exceed the limit most mail servers will accept and process. Will you allow the PDF to be provided on disk?**

The size of the electronic file should not exceed Malcolm Pirnie's server, however, it may exceed the Authority's mail server. As such, electronic copies are still required to be submitted via e-mail in addition to the hard copy, however, non receipt of the e-mail copy due to recipient's mail server size will not be a factor in the evaluation of a Proposer's responsiveness to the RFP. Inclusion of a CD attached to the hard copy of original Proposal submitted to the Authority in lieu of the e-mail copy to the Authority is permitted. The requirement to submit an electronic copy via e-mail to Malcolm Pirnie remains.

- 5. Certain information requested by the RFP is considered confidential or proprietary; such as financial information for a privately held entity. We could not locate in the RFP a mechanism to claim material as confidential or proprietary. Our plan is to separately package and label this confidential material. Is that acceptable?**

The RFP has been modified to address material deemed to be confidential or proprietary. Please see Section 2.0 of this Addendum No. 3. Confidential material may be separately packaged and labeled.

6. **Related to the concern that proprietary or confidential information is being requested under the RFP, we also plan to exclude the confidential material from the general PDF file, to help prevent it from being unintentionally distributed in a manner that could compromise these parties. Is this acceptable?**

The exclusion of confidential information from the electronic copy of the Proposer's Proposal is acceptable; however, the excluded information must be clearly noted along with a description for the basis of the claim for the exclusion.

7. **The third bullet of Section 5.3.2 Legal Standing of the RFP states, in part, "The requirements of this paragraph do not apply to contracts for the collection of solid waste from residential or commercial establishments." Was it intended that this limitation also apply to the first and second bullets?**

The exclusion can be applied to all three bullets of Section 5.3.2. of the RFP. Please also see Section 2.0 of this Addendum No. 3.

8. **Item E of Proposal Form 3: Project References refers to "Client and Owner"? To whom does the term refer to?**

The term "Client" refers to the entity retaining the services of the Proposer for the listed project reference and the term "Owner" refers to the entity that is the owner of the referenced facility. The Client and Owner may or may not be the same entity.

9. **After Question 13 of Proposal Form 4 Part C: Facilities Information, the document asks for the Proposer to sign the document, please explain which company is to sign the document if that the Proposer is not the owner of the facility to be used. Could you also please explain the following language and what response is needed to fulfill this request?**

**\*If Proposing Company is not the owner of the proposed Facility, the Proposer is required to submit an additional copy of this Technical Proposal Form Part C certified by the owner of the proposed Facility.**

The Proposer shall complete and sign Technical Proposal Form Part C for each proposed Facility unless the Proposer is not the owner of the proposed Facility. If the Proposer is not the owner of the proposed Facility, then the Proposer must obtain certification by the owner of the proposed Facility verifying that the information provided in the completed Proposal Form 4 Part C as true, accurate and complete. Certification by the owner of the proposed Facility is to be provided by owner signing the Technical Proposal Form Part C for the owner's Facility.

10. **In considering the structure of Proposal Form 7A, we would like to modify this form to reflect certain aspects of our proposal, some of which are described below:**

- a. **There may be a desire to provide a single "transport and dispose" cost per ton for MSW, as compared to breaking out these two components;**
- b. **We may elect to provide the Authority with a price to transport and dispose of C&D waste, in the event its customers deliver this material;**

- c. **We may elect to provide separate pricing of the two dual-stream recyclable materials (fiber and commingled containers) under the optional recycling element;**
- d. **It may be more appropriate to separately price the yard waste component of the recycling element, since the cost structure for yard waste is different than for curbside recyclables;**
- e. **We may elect to offer the Authority a price to transport and dispose of scrap tires.**

**In light of the above, is it acceptable for us to modify this form to address these matters, while retaining the basic structure and parameters now called for?**

Proposal Form 7 of the RFP has been modified to address the above concerns and other items. Please see Section 2.0 of this Addendum No. 3. The modified Proposal Form 7 permits Proposers to address pricing concerns while retaining the basic structure and parameters now called for.

- 11. The Base Proposal Form 7A provides for price proposals for MSW Transportation and MSW Disposal, is it the City's intention that these prices would also be paid for C&D, Bulky Wastes, and "oversized" MSW?**

Proposal Form 7 of the RFP has been modified to address the above concerns and other items. Please see Section 2.0 of this Addendum No. 3. The modified Proposal Form 7 permits separate pricing for these materials.

- 12. The pricing structure on Proposal Forms 7 does not provide for separately accounting for yard waste and brush, which will require processing and separate management from curbside recyclables. Should proposers modify the form as applicable according to their pricing for that element?**

Proposal Form 7 of the RFP has been modified to address the above concerns and other items. Please see Section 2.0 of this Addendum No. 3. The modified Proposal Form permits Proposers to address pricing concerns while retaining the basic structure and parameters now called for.

- 13. The cost proposal appears to address an annual cost for one year; since the contract is for five years initially, how does the City propose to address the growth of costs over time?**

Proposal Form 7 of the RFP has been modified to include pricing for each of the five-years of the Contract and an escalation provision beyond the five-years should the contract term be extended. Please see Section 2.0 of this Addendum No. 3.

- 14. There does not appear to be any where to put escalators in the pricing for the proposals being made? How should Proposer's handle escalators?**

Please refer to response to Question 13 above of this Section 1.0 of Addendum No. 3 and to Section 2.0 below of this Addendum No. 3.

**15. With rising fuel costs and with future increases in fuel. Will there be an escalation clause in the contract for fuel cost increases and compensation to the contractor?**

Proposal Form 7 of the RFP has been revised to allow pricing for each year of the contract for the initial five year term. Please see Section 2 of this Addendum No. 3. Proposers should include future fuel costs in this pricing. There will be no separate escalation for fuel within the initial five-year contract term. The Authority will consider fuel escalation clause for the extension terms.

**16. Given sensitivity of the rising cost of fuel, how does the City propose to address the impact this may have on contract services costs?**

Please refer to response to Question 15 above of this Section 1.0 of Addendum No. 3.

**17. There does not appear to be any where to put escalators in for increasing fuel cost? How should Proposer's handle fuel surcharges?**

Please refer to response to Question 15 above of this Section 1.0 of Addendum No. 3.

**18. Please describe the current financial condition and financial resources of the Authority.**

The Authority is in the process of acquiring the Transfer Station assets of the City of New Haven.

**19. Please identify any contracts for waste and/or recyclables the Authority presently has in place and the revenues the Authority expects to obtain from each.**

The Authority will be entering into an Agreement with the City of New Haven for the delivery of all municipal solid waste and recyclables collected by the City of New Haven to the Transfer Station. All commercial waste and recyclables generated within the City of New Haven will also be delivered to the Transfer Station as per the Waste Flow Control Ordinance. Pricing for such services have not been established. No other waste delivery agreements are anticipated at this time. Historically, the Town of North Haven has delivered curbside recyclable materials to the Transfer Station for marketing, but no formal agreement currently exists.

**20. How much is the City currently paying for each of the following: Transportation, Disposal of Waste, and TS Operation?**

Please refer to response to Question 2 under Section 1.0 of Addendum No. 1 to the RFP, issued April 30, 2008. In addition, a copy of the City of New Haven's agreement with Connecticut Waste Processing of Manafort (CWPM) for transfer station operations and hauling services and with Wheelabrator Environmental Systems for solid waste disposal services is posted on the City of New Haven's website at: <http://www.cityofnewhaven.com/PublicWorks/TransferStation.asp>.

**21. What is CWPM charging today for transfer station operations and transportation?**

Please refer to response to Question 20 above of this Section 1.0 of Addendum No. 3.

**22. What is Wheelabrator Environmental Systems charging for disposal and is the City of New Haven paying the monthly fees?**

Please refer to response to Question 20 above of this Section 1.0 of Addendum No. 3.

**23. Are the tipping fees for MSW and C/D the same across the board for the city of New Haven?**

The City of New Haven currently pays approximately \$93 per ton for the haul and disposal of MSW and \$65 per ton for haul and disposal of C&D waste.

**24. What were maintenance costs for the Transfer Station for the fiscal years FY01 thru FY06?**

The City of New Haven has historically expended on the order of \$40,000 annually for maintenance costs at the Transfer Station primarily associated with the maintenance and repair of the scales. Maintenance of the Transfer Station building and site including pest control, yard maintenance, fire sprinkler system, general building maintenance, etc. is the responsibility of the current contract operator. The amount expended by the current contract operator is unknown.

**25. Will the per ton payments for hauling and disposal be based in inbound or outbound scale weights?**

The payments for municipal solid waste (MSW) will be based on inbound scale weights. Depending on the terms and conditions of other components of the proposed Agreement, which may include recyclable materials processing and revenue sharing, payments may be made on outbound scale weights. Proposer may provide alternates based on out-bound scale weights.

**26. What are the utility costs i.e., electric/water/sewer?**

A breakdown of the utility costs associated with the Transfer Station was not available at the time of issuance of this Addendum No. 3. This information will be posted on May 14<sup>th</sup>, 2008 on the City of New Haven's website at:  
<http://www.cityofnewhaven.com/PublicWorks/TransferStation.asp>.

**27. How much is the City currently paying for electrical costs at the site in \$/KWH?**

The City pays 18.592 cents per kWh as electrical costs at the site in 2007.

**28. Section 2.3.1.1 of the RFP indicates the Contractor will be responsible for matters such as potable water and storm drainage. Please provide information that would detail the Contractor's obligations for each of these items so that they can be specifically priced, including all on-going tasks and reporting obligations.**

- a. Does the potable water supply also serve City facilities and operations at the site? What level of usage has historically been experienced? Please provide information regarding recent invoices.
- b. Regarding the stormwater systems, please provide a description of the stormwater system and copies of any permits and applicable SPPP documents, and/or related obligations. Are there periodic testing obligations going forward? Does the Authority have operations that are also served by the storm drainage system the contractor would be responsible to maintain, or which could impact stormwater quality and create new obligations not related to the contractor's performance?
  - a. A separate water meter measures potable water use for the Transfer Station building. The City will initially pay for utilities such as water, electric and sewer and then submit the invoice to the Contractor for reimbursement. Please refer to the response to Question 26 above of this Addendum No. 3 for a breakdown of the historic Contractor annual costs associated with these utilities at the Transfer Station.
  - b. A copy of the Stormwater Pollution and Prevention Plan is posted on the City's website at: <http://www.cityofnewhaven.com/PublicWorks/TransferStation.asp>. The Contractor is responsible for complying with all permits and the Stormwater Pollution and Prevention Plan operation and maintenance requirements for the Transfer Station. The Contractor will not be responsible for other Authority activities at the site that are not part of the Contract Services.

**29. What are the property taxes to be paid on the Transfer Station property?**

The property taxes paid on the Transfer Station property to the City of New Haven by the City of New Haven in 2007 was \$0. The Transfer Station property is a municipally owned facility and is exempt from payment of property taxes.

**30. How long will flow control be instituted? What is the expected term of the ordinance?**

The intent is for the Waste Flow Control Ordinance to become effective January 1, 2009. The Waste Flow Control Ordinance will remain in effect until such time it may be modified or repealed by the City of New Haven. The City of New Haven currently has no intent to modify or repeal the Waste Flow Control Ordinance. Please also refer to the Waste Flow Ordinance as posted on the City of New Haven's website: <http://www.cityofnewhaven.com/PublicWorks/TransferStation.asp>.

**31. Will the Authority provide us with a copy of the flow control ordinance?**

Please refer to response to Question 30 above of this Addendum No. 3.

**32. Who is responsible for any pre-existing environmental conditions at the site?**

The Contractor will not be responsible under the agreement to the extent any pre-existing environmental conditions existed prior to January 1, 2009 at the Transfer Station.

**33. Will the Municipality be responsible for or guarantee that the facility and all associated utilities, amenities, etc. will be transitioned to the contractor in sound working order?**

The Authority requires Proposer's to inspect the Transfer Station and site. Any observed deficiencies or concerns identified should be documented by Proposers in their Proposals. The Authority will transition the Transfer Station facilities in sound working order. The Contractor is required to accept the Transfer Station in "as is" condition on the Commencement Date. The Contractor shall not be liable for any damage to the Transfer Station that occurs from the date of the inspection to the Commencement Date.

**34. Have capital improvements contemplated in Section B-2 of the permit been completed? If not whose responsibility is it to complete the improvements and when will they be completed by?**

The City of New Haven is currently in the process of implementing the capital improvements contemplated in Section B-2 of the permit with the goal of completing the improvements prior to the January 1, 2009. The Contractor will not be responsible for completing such improvements.

**35. Will New Haven replace and or repair all the concrete flooring at the facility?**

The City of New Haven is in the process of replacing and/or repairing the tipping floor of the Transfer Station. This work will be completed prior to the Commencement Date.

**36. Under the existing CWPM contract, is CWPM required to repair the building amenities such as the concrete flooring, building walls, etc.? What is the Contractor responsible for repairing when the new contract begins?**

A copy of the CWPM contract is available on the City of New Haven's website at: <http://www.cityofnewhaven.com/PublicWorks/TransferStation.asp>. The Contractor will be responsible for the maintenance and repair of the Transfer Station including the building, grounds, and all existing equipment on the property (i.e. electrical systems, ventilation systems, fire suppression systems, etc.). Excluded from the Contractor's responsibility will be the access road, sewer main, water line, and electric transmission lines. The Contractor will be responsible for all such repairs to the Transfer Station to ensure its working order throughout the life of the Agreement.

**37. Is the Contractor responsible for the physical maintenance of building i.e., roofing/exterior painting?**

Yes, the Contractor is responsible for the physical maintenance of the Transfer Station building. Please also see response to Question 36 above of this Addendum No. 3.

**38. On page 2-5, in section 2.3.1.1, the RFP indicates the Contractor would be responsible for “Operation, maintenance, and, as necessary, replacement or upgrade of all existing equipment on the property including, but not limited to, electrical systems and ventilation systems.” We understand there may be other facilities and equipment at the property that are unrelated to the transfer station (such as public works operations). Is it the Authority’s intent that this provision applies just at the transfer station building?**

Yes. It is the Authority’s intent that this provision applies to the foot print of the Transfer and the access roads. In the event the Authority selects the optional Recycling Services, the Contractor would the also be responsible for the Recycling Transfer Area. The public works garage will remain with the City of New Haven and will not become property or yard waste management area as applicable.

The Public Works Garage, street sweeping operations and other miscellaneous activities will remain with the City of New Haven or the Authority and will not become a responsibility of the Contractor.

**39. The language on page 2-8 of the RFP is not clear regarding whether all equipment and all drivers associated with both direct station operations and also with transportation and disposal of waste and recyclables to disposal and processing sites must be registered and licensed in Connecticut. We ask that this be clarified to allow for the use of transportation companies that lawfully operate in the State, but which utilize equipment and drivers registered and licensed out-of-state. As you know, the interstate waste industry enjoys significant economies of scale that come from interstate trucking operations, and New Haven could benefit from these networks.**

All vehicles, equipment and drivers associated with both direct station operations and with the transportation and disposal of waste and recyclables should be registered and licensed and have all permits as required by all applicable Federal, State and local law and regulation including, without limitation, ordinances of the City of New Haven. Please also see Section 2.0 of this Addendum No. 3.

**40. The last paragraph of Section 2.4.6.4 Loading Operations of the RFP refers to CT license and regulations. Does the City intend to not-allow out of state tractors and drivers?**

Please refer to response to Question 39 above of Section 1.0 of this Addendum No. 3.

**41. Since the Authority will operate the scales with the Contractor, will the Authority also maintain and repair the scales at the Contractor’s cost?**

The Authority will maintain and repair the scales at its own cost and expense.

**42. On Page 2-7, Section 2.4.6.3 of the RFP says the Contractor is to implement a deodorization program. Will use of good operating practices at the transfer station and surrounding areas be acceptable? We are unsure of the intent of this**

**obligation. Does this refer to an active odor suppression system, and, if so, what specifications go with the system? Please explain.**

The Contractor must have a system in place to actively control odors in continuous compliance with Occupational Safety and Health Administration (OSHA) standards and other Applicable Law.

**43. Section 2.4.10 of the RFP states that the Authority will not pay for any hauling and disposal of Unacceptable or Special Waste. Is this true only for Merchant Waste or does it also include waste delivered by the Authority and the Authority's Customers?**

The Contractor will be responsible for monitoring incoming waste loads. If the delivery of Unacceptable or Special Waste is observed, it must be immediately reported so as to reject the waste load. If the waste is not rejected then the Contractor is responsible for the haul and disposal of the waste. The Authority will use its best efforts to assist the Contractor in pursuing reimbursement. Additional terms to be negotiated in the Agreement.

**44. Page 2-7, Section 2.4.4 appears to ask the Contractor to be fully responsible for all liabilities and sanctions that may arise from the delivery of Unacceptable Waste. Since the Authority intends to contract with a wide range of delivering parties, including the City, please explain how the Contractor can hold the delivering party responsible for liabilities that stem from the delivery by an Authority's Customer of Unacceptable Waste. Will the Authority assign to the Contractor the right to pursue reimbursement for such Unacceptable Waste costs under the Authority's delivery contracts? Certain Unacceptable Waste materials must be handled in accordance with applicable law and may not be simply reloaded on the delivery truck.**

The Authority will use its best efforts to assist the Contractor in pursuing reimbursement. The Authority will consider assigning to the Contractor the right to pursue reimbursement for such unacceptable waste costs from all commercial customers of the Authority. Please also refer to response to Question 43 above of this Addendum No. 3.

**45. Please provide an explanation of what the Authority would consider "Merchant Waste" under this procurement, in comparison to "Authority Waste". The RFP implies the Authority would like both parties to benefit from the operator's success in obtaining merchant waste, but it is unclear if the Authority intends to compete with the operator in the general marketplace, or if it plans to restrict its contracting to a particular sector or geographic area. Please discuss.**

"Merchant Waste" is waste generated outside of the City of New Haven's jurisdiction. The City of New Haven beginning January 1, 2009 will require all residential and commercial waste within the City's boundaries to be delivered to the New Haven Transfer Station. Waste delivered to the Transfer Station by or on behalf of the City of New Haven is not "Merchant Waste". The Authority does not intend to

complete with the Contractor for waste generated outside of the City of New Haven's jurisdiction.

**46. Are we proposing on the Transfer Station alone or are we also responsible for all the ancillary operations currently being done at the site such as wood grinding, street sweeping and leaf waste operations?**

The proposed scope of work the Authority is soliciting includes the operation, maintenance and management of the Transfer Station. Contractor would only be responsible for ancillary operations such as wood grinding, and leaf waste operations if selected by the Authority as an optional service. Street sweepings will be handled through separate contracts between the City and independent contractors. Please see Section 2.0 of this Addendum.

**47. Is the Proposer responsible for the removal and disposal or recycling of wood and yard waste? If so, will the Proposer be compensated at the C&D or MSW rate?**

Recycling of wood and yard waste is an optional service. Compensation will be at the rate proposed in the revised Proposal Form 7. Please see Section 2.0 of this Addendum No. 3.

**48. Will the City of New Haven continue to handle the street sweeping operations?**

Yes, the City will continue to handle the street sweeping operations.

**49. What daily tonnage and for what times of year are street sweepings, catch basin cleanings and leaves brought to the facility?**

Street sweepings and catch basin cleanings will not be the responsibility of the Contractor. With respect to yard waste, the City of New Haven provides weekly residential collection of yard waste (brush and leaves) beginning April through the first week of October. After that, the City of New Haven continues to collect leaves until the first snowfall or end of December. Other yard wastes (wood chippings) are collected curbside periodically throughout the year. For example, there are two weeks in the spring during which yard waste materials can be put curbside for collection, there is a Christmas Tree collection program and residents can also call the City on an as-needed basis for collection of yard waste. Residents can also drop off yard waste at the transfer station by using one of the three coupons residents receive free per year.

**50. What responsibility does the Proposer have regarding disposal/transportation/accommodation of street sweepings & catch basin sweepings?**

See response to Question 49 above of this Section 1.0 of Addendum No. 3.

**51. Please confirm that the Authority is not seeking a proposal for street sweepings or catch basin cleanings.**

See response to Question 49 above of this Section 1.0 of Addendum No. 3.

**52. Can you provide us with a breakdown percentage of the different types of recycling materials that are collected?**

The total tonnage of recyclable materials managed at the Transfer Station in FY07 was approximately 12,700 tons, including street sweepings. The breakdown in quantities and percentages is presented in the below table:

Residential Recyclables		
<i>Cardboard</i>	156	3%
<i>Mixed Paper</i>	565	11%
<i>Newspaper</i>	2,711	54%
<i>Bottles/Cans</i>	1,543	31%
<i>Mixed Recyclables</i>	3	0%
<i>Subtotal</i>	4,977	100%
Yard Waste (leaves, brush, wood)		
<i>Trees</i>	428	29%
<i>Leaves</i>	601	41%
<i>Yard Waste</i>	444	30%
<i>Subtotal</i>	1,473	100%
Tires	26	100%
Street Sweepings	6,200	100%
<b>Total</b>	<b>12,676</b>	<b>tpy</b>

**53. What tonnage of recycling should be used to calculate the cost to transfer and haul recyclables?**

See response to Question No. 52 for a breakdown of the recyclable materials delivered to the Transfer Station in fiscal year 2007. The Authority does not guarantee the quantity or quality of the recyclables that are to be delivered. Proposers should prepare pricing accordingly and document any limitations, assumptions or agreement language which may qualify their pricing accordingly.

**54. Where are the recyclables to be hauled to in the Base Proposal if the Authority decides to market the materials and the Contractor only hauls them?**

Under the discretion of the Authority, the Authority may choose to include any or all of the optional Recycling Services as part of the Contract Services to be performed by the Contractor. For any type of recyclable material, the recycling services will include the marketing, hauling and disposal of the recyclable material.

**55. Would the Authority accept a proposal that considered recycling within the optional base proposal concept, but excluded operation and maintenance of the yard waste area? The Authority may be advantaged by separately procuring the operation and management of yard waste activities at that site, allowing for participation of firms specializing in that field.**

Yes, the Authority accepts Proposals proposing none, any or all of the optional Recycling Services. Proposal Form 7 of the RFP has been modified to address this concept. Please see Section 2.0 of this Addendum No. 3.

**56. Under the New Haven current recycling operation, how many trucks are being operated? How many routes are being run? How many employees are employed on each truck and for the recycling process center?**

Management of the recycling transfer area at the Transfer Station site is the currently the responsibility of the current contract operator. The City also has a current agreement with Freddy Fixer, who provides one person at the recycling transfer area to monitor and assist residents that self-haul their recyclables.

Curbside collection of residential recyclables is provided by the City to residential establishments of 6 or less units once per week using municipal employees. The City currently has seven recycling trucks, uses four routes per day, and two person crews. Collected recyclables are delivered to the Transfer Station. Currently, commercial establishments' contract direct for recyclables collection and the material are currently not delivered to the Transfer Station.

**57. There appear to be two different references to tires in the RFP that categorize tires differently. We ask that the Authority clarify its intent. In the initial definitions, scrap tires are included in the definition of special waste. However, on page 2-6, tires are a listed recyclable. Would the Authority agree that scrap tires are not part of the optional "base bid" recycling proposal, but would be a special waste to be separately managed? Would the Authority desire to receive a proposal for handling and disposal of scrap tires, which would be separately managed from the other material streams discussed by the RFP?**

The Authority agrees that tires would be managed separately. Proposal Form 7 of the RFP has been modified to include a separate line item for pricing of tire management. Please see Section 2.0 of this Addendum No. 3.

**58. Please confirm that the Contractor would have no obligations related to the capped/closed landfill.**

Under the new Agreement, the Contractor would have no obligations related to the City's capped/closed landfill.

**59. Is the Authority going to maintain the DEP permit inclusive of all reporting and fees?**

The Authority will require the Contractor to prepare reports in the format required by the Authority and such reports may be used by the Authority in complying with the reporting requirements to the CTDEP. The Authority will be the holder of the Transfer Station permit and Stormwater permit and be responsible for payment of annual permitting fees. However, as noted in Section 2.4.2 of the RFP, the Contractor shall pay for any costs associated with noncompliance of the permits.

- 60. On page 2-9, you ask for support in preparing an annual operational report for the CTDEP. We assume you mean quarterly reports pursuant to paragraph 10 on page 10 of the operating permit, and we note that the Authority or the City may continue to operate and maintain the scales and scale records. If this is not correct, please define the intended “annual report” so that we may estimate the cost of these services.**

The Authority will require the Contractor to prepare daily, quarterly and annual reports in the format required by the Authority and such reports may be used by the Authority in complying with the reporting requirements to the CTDEP. Please also refer to Section 2.0 of this Addendum No. 3.

- 61. Page 2-8 of the RFP says the contractor shall “test for leachate”. What is meant by this obligation? Does this refer to the City’s closed landfill? Will new monitor wells be needed? How many existing monitor wells are associated with this requirement, what is the frequency of testing, and what parameters will be tested? Please define this obligation more completely so that it can be defined and priced.**

The Contractor will not be responsible for testing of leachate. Please see Section 2.0 of this Addendum No. 3 for the modification to the RFP.

- 62. The Authority is understood to provide its customer (the City) with access to the site during periods when a contractor may not be present. How can the Contractor be assured it will be compensated for all waste (including yard waste, etc.) deliveries given the potential for deliveries to take place during times when the Contractor is not present?**

The Authority may provide the City and/or Contractor with access to the site outside of the normal operating hours for conduct of general maintenance activities and other non-waste delivery or removal activities. No waste or material shall be accepted at or removed from site without the presence of both the Authority’s scale-house operator and the Contractor. The Authority is also considering the implementation of several security measures at the site. Such security measures may be an item for negotiation for the new Agreement.

- 63. Will a Force Majeure clause be added to the Agreement, there does not appear to be one in the document provided?**

The Authority is in the process of developing the proposed Agreement between the Authority and the Contractor. The Authority anticipates the inclusion of a Force Majeure clause in the proposed Agreement.

## **SECTION 2.0: CORRECTIONS OR REVISIONS TO THE RFP**

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The following revisions are hereby made to the RFP, including the Appendices:

### **1. Definitions**

In Page 1-4 under the definition of “Special Waste”, insert the word “and” before “(2)”. Delete the words “scrap tires, and (3)”.

### **2. Section 2.3.1.4, Recycling Services**

In first sentence, second line of the second paragraph, replace the words “yard waste composting” with “yard and wood waste management”. Replace the last line of second paragraph beginning ““Yard waste composting” includes...” with the following text:

“Yard waste includes predominantly leaf waste, while wood waste includes predominantly brush, tree trimmings and stumps. Management of yard and leaf waste includes storage, processing, transporting, hauling and disposal.”

### **3. Section 2.4.13, Basis of Payment**

Replace the sentence beginning “The Contractor will...” with the following sentence:

“The Contractor will be paid in accordance with the pricing provided in Proposal Form 7, which would include a fixed fee for Transfer Station operations and unit fees for other services, including optional services.”

### **4. Section 2.4.6.4, Loading Operations**

On Page 2-8, replace the last paragraph beginning “All vehicles and equipment...” with the following paragraph:

“All vehicles, equipment and drivers associated with both direct station operations and with the transportation and disposal of waste and recyclables should be registered and licensed and have all permits as required by all applicable Federal, State and local law and regulation including, without limitation, ordinances of the City of New Haven.”

### **5. Section 2.4.6.5, Leachate**

Delete the words “shall test for leachate at regular intervals agreed upon with the Authority” and replace with the following words: “may be requested by the Authority to test for leachate from time to time.”

**6. Section 2.4.6.12, Daily Operational Records**

Insert the following paragraph at the end of the section:

“The Contractor shall maintain other daily records as requested by the Authority, which may include:

- Daily logs for all transport vehicles showing truck registration number, weight delivered to the Facility, name of the driver, date and time the loaded vehicle crossed the Transfer Station truck scales, and the date and time the loaded vehicle crossed the truck scales at the Facility;
- Logs of all maintenance and repair procedures undertaken at the Transfer Station; and
- Maintenance reports for equipment.

**7. Section 2.4.6.13, Annual Operation Report**

Replace the heading of this section with “Reports”. Replace the sentence beginning “The Contractor shall...” with the following paragraph:

“The Authority will require the Contractor to prepare daily, quarterly and annual reports in the format required by the Authority and such reports may be used by the Authority in complying with the reporting requirements to the CTDEP. In addition, the Contractor shall prepare an Annual Reconciliation Report, which contains documentation sufficient to justify payment by the Authority to the Contractor or payment by the Contractor to the Authority.”

**8. Section 3.9, Confidential Information**

Insert a new section after Section 3.8 as follows:

**“Section 3.9. Confidential Information**

“If any Proposal contains technical, financial or other confidential information that the Proposer believes may be exempt from public disclosure pursuant to Applicable Law, the Proposer must clearly label the specific portions sought to be kept confidential, indicate the specific harm to its competitive position that disclosure could bring about, and specify the basis (pertinent section of law) upon which the exemption is based.

The Authority, in its sole discretion, will determine whether such exemption applies under applicable public records laws or regulations. The Authority in such instances shall exempt from public disclosure such confidential information of the Proposer to the extent allowed under Applicable Law. The Authority has the sole discretion to interpret the law regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the Authority’s decisions in this regard. **Marking all or substantially all of the Proposal as confidential may result in the Proposal being deemed non-responsive to this RFP.**

The Authority, its staff and its advisors will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

By submitting a Proposal, any Proposer not selected relinquishes any claim or right to be compensated for or to object to the Authority's inclusion in the executed Agreement of ideas, approaches, concepts, designs or other elements that are included in the Proposal and are not patented."

## **9. Section 5.3.2, Legal Standing**

Insert the following text after the last sentence of the first and second bullet:

"The requirements of this paragraph do not apply to contracts for the collection of solid waste from residential or commercial establishments."

## **10. Section 5, Proposal Forms**

Insert a new subsection as follows:

### **"5.7.1. Proposal Form 7**

At a minimum, Proposers shall complete Proposal Form 7 for the Base Proposal for the Initial Contract Term. If Alternate Proposals are proposed, Proposers should also complete and submit additional copies of Proposal Form 7. For each Proposal Form 7 submitted, Proposers should indicate the associated Proposal type (i.e., Base Proposal, Alternate Proposal 1 or Alternate Proposal 2) clearly at the top of the page. Proposers may modify Proposal Form 7 as needed for the Alternate Proposal(s). In addition, each Proposer must propose a percentage of the Consumer Price Index (CPI) for the escalation of the Service Fee for the contract extension periods beyond Contract Year 5.

For any or all the optional Recycling Services proposed under the Base Proposal, Alternate Proposal 1 and/or Alternate Proposal 2, the Proposer should indicate the following on Proposal Form 7 as appropriate:

- Unit payment to the Authority per ton and the put-or-pay tonnage for Merchant Waste;
- Fixed payment for operation and maintenance of the Recyclable Transfer Area;
- Recyclable Material Revenue Share per ton of City-designated recyclable materials (paper and containers); and
- Unit cost per ton for leaf waste, wood waste and scrap tires."

## **11. Appendix A, Proposal Form 7**

Delete Proposal Form 7 in its entirety and replace with the revised Proposal Form 7 contained in Attachment 1 to this Addendum No. 3.

## **Attachment 1**

Appendix A: Proposal Forms

Proposal Form 7: Price Proposal Form for Contract Services in Agreement

**NEW HAVEN SOLID WASTE AND RECYCLING AUTHORITY**

**TRANSFER STATION OPERATION, TRANSPORT AND DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE**

**REQUEST FOR PROPOSALS  
Proposal Form 7  
Price Proposal Form for Contract Services**

Please check one:    BASE PROPOSAL                       ALTERNATE PROPOSAL 1                       ALTERNATE PROPOSAL 2

SUMMARY OF SERVICE FEE						
Item	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	% CPI Escal. <sup>(14)</sup>
<b>1. Transfer Station O&amp;M Fee</b>						
Base Transfer Station O&M <sup>(1)</sup>	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr	
Other Cost/ (Revenue) <sup>(2)</sup>	\$	\$	\$	\$	\$	
Describe Other Cost / Revenue here: <sup>(2)</sup>						
<b>2. Transport and Disposal Fee</b>						
MSW Unit Price Per Ton <sup>(3)</sup>	\$ /ton	\$ /ton	\$ /ton	\$ /ton	\$ /ton	
C&D Unit Price Per Ton <sup>(4)</sup>	\$ /ton	\$ /ton	\$ /ton	\$ /ton	\$ /ton	

**SUMMARY OF OPTIONAL SERVICES**

Item	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	% CPI Escal. <sup>(14)</sup>
<b>3. Transfer Station Optional Services</b> <sup>(5)</sup>						
<b>a. Merchant Waste:</b>						
Payment to Authority for Merchant Waste <sup>(6)</sup>	\$ /ton	\$ /ton	\$ /ton	\$ /ton	\$ /ton	
Merchant Waste Put-or-Pay Tonnage <sup>(7)</sup>	tpy	tpy	tpy	tpy	tpy	
<b>b. Paper/Bottles/Cans:</b>						
Recyclable Transfer Area O&M Cost <sup>(8)</sup>	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr	
Recyclable Material Revenue Share <sup>(9)</sup>	\$ /ton	\$ /ton	\$ /ton	\$ /ton	\$ /ton	
<b>c. Yard and Wood Waste:</b>						
Leaf Waste Management <sup>(10)</sup>	\$ /ton	\$ /ton	\$ /ton	\$ /ton	\$ /ton	
Wood Waste Management <sup>(11)</sup>	\$ /ton	\$ /ton	\$ /ton	\$ /ton	\$ /ton	
<b>d. Scrap Tires:</b> <sup>(12)</sup>	\$ /pull	\$ /pull	\$ /pull	\$ /pull	\$ /pull	
<b>e. Other:</b> <sup>(13)</sup>						
<b>Describe here</b> <sup>(13)</sup> :						

**Notes:**

- <sup>(1)</sup> Transfer Station O&M Fee includes all costs for operating and maintaining the Transfer Station as described in the RFP. It does not include operation and maintenance of the recycling transfer area, the yard waste processing area or the City of New Haven's Department of Public Works garage building located at the site.
- <sup>(2)</sup> Proposers may identify in the space provided any other separate cost or revenue for the Transfer Station not identified elsewhere that they recommend the Authority consider. A detailed description of this line item must be provided.
- <sup>(3)</sup> Represents all costs for provision of transport and disposal services as specified in the RFP per ton of Municipal Solid Waste (MSW) delivered by the customers of the Authority and accepted by the Contractor.
- <sup>(4)</sup> Represents all costs for provision of transport and disposal services as specified in the RFP per ton of Construction and Demolition Waste (C&D) delivered by the customers of the Authority and accepted by the Contractor.
- <sup>(5)</sup> Represents the cost for performance of certain optional services requested in the RFP.
- <sup>(6)</sup> Payment by the Contractor to the Authority for the marketing of excess transfer station capacity. Shall not be less than \$4 per ton.
- <sup>(7)</sup> Contractors proposed guaranteed Merchant Waste tonnage to be marketed at the Transfer Station by the Contractor on an annual basis, if any.
- <sup>(8)</sup> Authority payment to the Contractor for monitoring and operation and maintenance of the recyclable materials transfer station on an annual basis.
- <sup>(9)</sup> Contractor fixed payment to the Authority for its share in the net revenues generated from marketing designated curbside recyclables (i.e. news paper, mixed paper, cardboard, glass, plastic, and metal containers). The marketing services include the transfer and haul of materials to processing facilities and/or markets.
- <sup>(10)</sup> Authority payment to the Contractor for management of leaf waste at the Transfer Station site including storage, transport, haul and disposal services.
- <sup>(11)</sup> Authority payment to the Contractor for management of wood waste including brush, tree trimmings and stumps at the Transfer Station site including storage, processing (grinding/chipping) haul and disposal services.
- <sup>(12)</sup> Authority payment to the Contractor per pull of 30 cubic yard containers of tires.
- <sup>(13)</sup> Proposers may identify in the space provided any other optional cost or revenue to the Authority for services not identified elsewhere that they recommend the Authority consider. A detailed description of this line item must be provided.
- <sup>(14)</sup> Proposers must propose the percentage of the Consumer Price Index (CPI) for the escalation of the Service Fee for the contract extension periods beyond Contract Year 5.

*\* Note: This form may be modified as needed for Alternative Proposal(s)\**