

Village of East Aurora Response to RFP- Refuse and Recycling Services Questions

1. Notice of Request for Proposal

“... and other facilities required for the curbside residential and non-residential....”

Is there a size limit to the type of non-residential parcel that can participate in the curbside collection program? **No, but larger corporations may already provide for private services.**

2. Scope of Services

“...there is approximate total number of 2633 units.”

Can the Village define “unit”? If there is a multi-residential property, does that get calculated as multiple units? This will impact service, pricing, and cart count. **A unit equates to one residential or commercial location. In the event of a multi-residential building, for example a four unit apartment complex, there would be four units. For a commercial establishment with a residential component, there would be two units, one for the commercial establishment and one for the residential portion (presuming that there was one apartment)**

3. Current Program

There is a great deal of information within this section of the RFP, however, since it is outlined under “Current Program” it is to be assumed by the respondents that the scope of service should not be carried forward under the “Proposed Program”. Is that correct? **The Current Program information was provided for historical background information to assist the bidder.** If the Village would like to carry anything over, please specify. **Weekly collection services and specified time frames for recycling collections should be provided along with monthly bulk collections of a minimum of three items per month with no size or weight limitations. Bulk items would be defined in the agreement along with white goods and what would not be collected such as hazardous waste. See pages 5 and 6.**

4. Proposed Program

“Automated Collection with 96G Carts”

Is the Contractor responsible for providing the carts, or is that the responsibility of the Village? **Carts (solid waste and recycling) would be supplied and maintained by the contractor.** Further, is it to be assumed that each unit will receive one cart? **Each unit would receive one solid waste cart and one recycling cart.** This is standard, but would need clarification *“Single Stream Recycling (Every other Week)”* Is the contractor responsible for providing these carts as well? One cart per unit? **One of each per unit.** Can the Village confirm that all recyclables shall be placed within the provided cart? **Recyclables must be placed within the cart, unless a bulk item for monthly collection.**

There is no language around bulk collection, other than on the bid form. Can the Village clarify in the language under “Proposed Program” that the intent is to have monthly bulk collection, on the same day as trash and recycling collection with an item limit of three? **Whether collected on the same date or another date is the option of the contractor.** Further, can the Village please define a size and weight limit as well as a bulk item definition of being an item that cannot fit inside the provided tote, but excludes any unacceptable waste and any containerized material (ie. additional trash bags). **Additional trash bags are not considered bulk trash, but rather, items such as beds (mattress, box spring & headboard would be considered one item), chairs, tables, desks, shelving, windows, lamps, outdoor furniture, etc. would be examples, but not all inclusive, of bulk trash.**

Each of the waste streams should be accurately defined. Some of these definitions are already included in “Current Program”, but should also be included in “Proposed Program”. Solid waste will require definition, including what is included and specifically what is excluded (ie. hazardous waste). **Definitions will be included in the contract.** Also, ashes is typically removed as an acceptable material due to fire risk in the collection vehicle. Would the Village kindly remove ashes as an acceptable item? **That is agreeable.** Recycle material should be defined by industry standards (for reference: aluminum food and beverage containers, glass food and beverage containers, ferrous (iron) cans, PET plastic containers (#1), HDPE natural plastic containers (#2), HDPE pigmented plastic containers (#2), plastics (#3-#7), newsprint, cardboard (OCC), magazines, catalogs, cereal boxes, telephone books, printer paper, copier paper, mail, and other office paper without wax lining). **What about pizza boxes?**

Can the Village provide an outline for set out guidelines, such as residents should place carts and bulk items within 3 feet from the edge of the road? **Without knowledge of the equipment to be used by the contractor, further clarification is needed to answer the question. Without waiving any right to modify the provision, the Village would agree that carts should be placed in the appropriate location by no later than 0600 on the day of collection.**

There is no definition for the collection of Household Hazardous Waste and Electronics. It is difficult to work this into a curbside collection RFP as residents should not put this material at the curb per DEC regulations. Our suggestion would be to have this as a value added service that respondents can provide structure and pricing should they consider doing so. **It may be bid as a value added service unless it falls within the authority and capability of a bidder to include within the base bid as opposed to an alternate bid.** Currently there is one hauler providing this service and the inclusion of this in the base bid would signal significantly higher cost due to lack of competition. Would the Village consider removing this from the base bid and allow interested bidders to submit this option under a “Value Added” alternative

which the RFP already allows for? **The base bid doesn't need to have the Household Hazardous Waste it can be bid as an alternative.**

The Main Street Municipal Cans scope of work needs to be defined. Is the list provided the full list? **See pages 5 and 6 for the complete list.** Also, please specify the frequency of collection of these containers. **Collection would be twice per week.**

5. A-4 Financial Stability

Modern Disposal Services, Inc. is a privately held, family-owned company which values its financial privacy, keeping its business details confidential and protecting proprietary information from competitors. Discussions and/or delivery regarding our financials may be considered after a duly executed non-disclosure agreement is in place. Can the Town remove this requirement or allow for the process outlined? **The Village will agree to non-disclosure with review solely by the Village Clerk, Village Administrator, and Village Attorney. The nature of the agreement, however, cannot be onerous.** Alternatively, would the Village waive this requirement if respondent has demonstrated past and/or current performance of like services in WNY in at least 5 municipal contracts? **Yes**

6. B2 Cart Information

Most industry standard carts fluctuate between 95 and 96 gallon capacity. Would either of those variations, along with the information provided as required by the RFP be acceptable to the Village? **Whether they are either size is irrelevant, but they must be consistent for both solid waste carts and recyclables.** This question also applies to the smaller totes fluctuating between 64 and 65 gallon. **The same would apply.**

7. Miscellaneous

Would the Village consider adding language for force majeure events, as well as mutual fault-based indemnification? **Depending upon the Force Majeure terms, inclusion of such language would be acceptable. The Village will also agree to indemnify the contractor for the negligence and intentional acts of the Village. A form indemnification clause can be provided by the Village.**

What is the term of this contract? We would suggest an initial term of 5 years with a first extension term of 3 years and a second extension term of 2 years by mutual agreement. **That alternative is acceptable, but a longer term would be preferable.**

What are the cost escalators associated with the pricing? Industry standard is a change in rate by the percentage change over the previous 12-months in CPI-WST

with new rates to be effective annually on the anniversary date of the contract effective date. Use of the CPI-WST rate would be acceptable. The preferred timing would match the budget year for the Village, but the anniversary date of October 1 is also possible depending upon the date the information is released.

Can the Village please also outline invoicing and payment terms? Invoicing would be done on a monthly basis with forty-five days for payment since Board meetings occur only twice per month. The contractor should provide for a payment option by a credit card along with information about any fees for same.

Should the Contractor assume that there will be an annual unit count adjustment based on any increase or decrease in unit count? In the event of any increase or decrease in the number of units, pricing based upon a per unit amount can be adjusted either upward or downward every two years. As a practical matter, in light of the density of the Village, little change is anticipated.

Is it the Village's intention to negotiate a mutually agreeable contract upon award? It is the Village's intention to develop a contract consistent with the bids.

8. Will the Village be providing a sample contract, or will the contractor be providing one – the contract will be prepared by the Village.
9. Will the Village negotiate with a Contractor to reach a mutually agreeable contract – the contract must be consistent with the bid proposal.
10. Can the Village provide how many years this contract will run for – the Village is seeking a term of five years with a clause for multiple renewals.
11. Will the Village agree that unacceptable waste, i.e. contaminated waste shall remain with the generator of that waste – Yes generally, but need clarification on what the bidder believes constitutes "contaminated waste".
12. Will the Village accept the language in regard to uncontrollable costs: With prior written notice and documentation, the Contractor shall be entitled to recover cost escalations due to uncontrollable circumstances, including with limitation, changes in local, state and federal law or regulations, imposed taxes, fees or surcharges and acts of God. The Village will accept cost escalation language with respect to changes in local, state and federal laws and regulations, taxes imposed by local, state and federal governments and any related surcharges by those entities. With respect to acts of God, further clarification of what the contractor believes are acts of God.
13. Will the Village accept language that is based upon mutual indemnification. The Village will agree to indemnify the contractor based upon the negligence and intentional acts of the Village.