

Portsmouth Transfer Station – 2017 RFP Questions

1. When will award be made?

Answer: We anticipate placing it on the May 8th council agenda if not it will be placed on the May 22nd agenda

2. A recent article was published in the “Rhody Beat” publication stating that Vinagro will not renew the current transfer station contract with the Town citing liability concerns. Can you provide more information on this decision and the circumstances? Will the Town provide full indemnification to the new vendor to prevent liability?

Answer: Vinagro did not provide details. The Town will not indemnify a new vendor. The Town believes the Transfer Station can be run safely.

3. Page 1 state “The use of the Transfer Station as currently operated may or may not be the most cost effective method for waste disposal for Portsmouth. Therefore, the Town of Portsmouth is receptive to innovative ways to address the disposal needs of the Town’s residential solid waste and recyclables and will be open to designs for other means of solid waste and recyclables disposal after December 31, 2017, and for the three-year period January 1, 2018 through December 31, 2020”. Will the Town consider as an alternate solution a vendor providing curbside collection of solid waste and recycling?

Answer: The Town will consider all alternate solutions, including curbside collection. If an alternate plan is proposed please include all material and cost.

4. Page 11 General Conditions Letter F – “The contract price for the base contract shall be adjusted on January 1st in each year of the agreement beginning January 1, 2018. Contract price adjustments for renewal years shall be adjusted on January 1st of the option year. Each year beginning July 1, 2018, the then current fees will be adjusted based upon the percentage change in the Consumer Price index (CPIU), U.S. Cities Average, as published by the Department of Labor, Bureau of Statistics, for the December immediately preceding the adjustment date”

The US Cities Average line item is not directly related to the goods and services a trash and recycling vendor provide, use of the stipulated index will cause an inflated year one price. Will the Town to allow potential vendors to base annual price increases on the CPI-U, Commodity and Service Group, Water and Sewer and Trash collection services? The BLS, reports the Water Sewer Trash CPI monthly. We believe that this index is more closely related to the change in costs of goods and service affecting our industry then the referenced index in your contract

Answer: The Town will use the CPI- U, Commodity and Service Group, Water and Sewer and Trash collection services.

5. Page 12 General Conditions Letter P – “The Town shall have the right to discontinue the use of a transfer station at any time. The Town shall provide a thirty (30) day written notice to the Contractor if it intends to discontinue the use of the transfer station” – ***Will the Town consider removing or modifying this paragraph in its entirety? If the Town chooses to discontinue use of the transfer station, a vendor would not be able to recover any investment in capital equipment and start-up expenses that we would encounter to fulfill the obligations of the proposed contract. Will the Town remove this language and/or change it to indicate that termination would be for cause only with a right to cure and/or add language that the vendor would be able to recover any capital outlay should the Town cease operations?***

Answer: The Town will not remove this condition.

6. Page 14 Employees –“All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA training”. Will the Town consider modifying this requirement to state ***“All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA or equivariant training”***

Answer: Yes we can modify this to state, “All employees of the contractor working at the Transfer station must have a minimum of ten (10) hours of relevant OSHA or equivalent training.

7. What is your current spend for transfer station operations?

Answer: For operations only, it is \$135,897.48 annually.

Municipal waste, recycling, and yard waste hauled to Rhode Island Resource Recovery Corporation (RIRRC) in Johnston is \$21.53 per ton.

Construction and demolition is not brought to RIRRC to increase our diversion rate and is billed at \$90 per ton plus a flat \$3 environmental fee per truckload.

Asphalt, brick and concrete is not brought to RIRRC to increase our diversion rate and is billed at \$26 per ton plus a flat \$3 environmental fee per truckload.

8. Is the Town currently being paid a portion of the scrap metal revenue if so what percentage?

Answer: The Town is currently being paid 100% of the scrap metal revenue less a flat \$150 fee per truckload.

9. How many employees currently staff the transfer station and what are their specific duties?

Answer: The current Contractor provides two staff members. One staff member drives the truck to Johnston, while the other runs the Transfer Station.

10. Who is responsible for payment of all utilities at the transfer station, if the operating vendor is responsible can you provide the average monthly cost for each utility that the operating vendor is responsible for?

Answer: The Town is responsible.

11. Who provides the Port-o-let at the facility listed in the operating plan page 9 item 10, is this town provided or is operating vendor required to provide?

Answer: There is no Port-o-let. That was an error. There is a bathroom in the lower level of the Transfer Station.

12. How is the leachate from the facility currently being collected and who is responsible for the collection and disposal of it?

Answer: We are unaware of any leachate from the facility and if there is it would be the contractor's responsibility.

13. Does the facility have a storm water plan? Who holds the permit?

Answer: No.

14. Upon award, will the operating vendor be allowed to conduct a final walkthrough with a town official to identify any pre-existing maintenance conditions of the facility that may need to be addressed prior to operations commencing on 7/1/17?

Answer: Yes.

15. Can you please provide a copy of the quarterly detailed maintenance log provided by the current operator as indicated in the scope of work item #7 for the past 36 months?

Answer: One has not been submitted for the last 36 months.

16. Item 1.16 attachment A operating plan – vector control - Who is responsible for payment the monthly inspection by Flynn's pest control?

Answer: The Contractor.

17. Item 1.17 attachment A operating plan – fire control and prevention – Who is responsible for payment for the semi -annual inspections of the fire extinguishers on site?

Answer: The Town of Portsmouth.

18. Who is responsible for supplying the cleaning supplies needed to perform Item 1.21 house cleaning schedule?

Answer: The Contractor.

19. Are there any fire suppression systems installed in any of the buildings on site? If so who is responsible for the inspection/maintenance of the system?

Answer: There are no fire suppression systems installed.

20. How many roll-off containers does the Town own?

Answer: The Town has two 20-yard containers and five enclosed 30-yard containers.

21. What are the busiest days of the week?

Answer: Saturday is the busiest day of the week and days before and after holidays.

22. The RFP only mentions Performance Bonds on Page 23. Is it correct that a 5% bid surety (of the base 6 month time period) is required with our submission? Is that just 5% of Item # 1 on Page 21 or the total of Item #1 plus the transportation Items # 2 through #6 for the same period?

Answer: The 5% bid bond is for the 6 month time frame item #1 thru item #6

23. Is a Performance Bond Required of the winning vendor? If yes, is it for the same Items and time period that comprises the Bid Surety?

Answer: A Performance Bond shall be need for the winning vender for the 1 year cost in the bid for Items #1 thru Item #6

24. Can the insurance coverage requirements be reduced to a level within our current policy limits?

Answer: Insurance requirements may be reduced to the following:

The amounts of such insurance shall not be less than the following:

(a) Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.

(b) Public Liability, Bodily Injury, and Property Damage:

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|---|--------------|
| 1. Injury or death of one person: | \$ 5,000,000 |
| 2. Injury to more than one person in a single accident: | \$ 5,000,000 |
| 3. Property damage: | \$ 5,000,000 |

(c) Automobile and Truck Public Liability, Bodily Injury and Property Damage:

- | | |
|---|--------------|
| 1. Injury or death of one person: | \$ 5,000,000 |
| 2. Injury to more than one person in a single accident: | \$ 5,000,000 |
| 3. Property damage: | \$ 5,000,000 |

