

ADDENDUM # 2

TO: All Prospective Bidders
FROM: Leigh Hansen
DATE: November 22, 2013
SUBJECT: Addendum No. 2 to Proposal Documents for RFP for Waste Management Services, WM13-11A

You are instructed to read and to note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals and statements pertinent to the Request for Proposals.

The Addendum #2 is a part of the Request for Proposals and shall govern in the performance of the work.

The following chart addresses the described changes, corrections, clarifications, omissions, deletions, additions, approvals and statements pertinent to the Request for Proposals.

Question	Please note the following edit, clarification, or response to potential bidders question.
1. Bid Bond = 10% of the maximum amount of the bid. <i>For what period of the bid?</i>	For purposes of defining the Bid Bond, multiply the Cost Per Cubic Yd of solid waste included on your Contractor's Proposal by 50,500. Supply a 10% bid bond based on the product of the equation.
2. Performance and Payment Bond Required. <i>Payment bonds are normally required for construction jobs to ensure payment of subcontractors. This bid is for a waste collection contract whose risk is fully covered by the Performance Bond. Why is a payment bond required?</i>	The District will not require a Payment Bond.
3. Pg 2 of the Notice Inviting Bids, Owner's Rights – <i>This states that the owner has the right to make multiple or split awards (if applicable). Does that apply to this bid?</i>	Yes.
4. Pg 1, Bid Proposal Forms, Contract. <i>You state the contract is for 3 years, yet the dates you give are for 2 years,</i>	The initial contract term will be for three years 1/04/2014 to 1/03/2017 with the possibility of two one-year extensions.

<p><i>which is it? Your dates are 1/4/2014 to 1/3/2016 which is 2 years.</i></p>	
<p>5. Pg 9, Bid Proposal Form, Article 19(b). <i>“Processing of Waste – Owner, upon written notice to Contractor, reserves the right , prior to disposal, to direct portions or all of the waste stream collected under this franchise to a Materials Recovery Facility, Green Waste Processing Facility, waste-to-energy facility or conversion facility for separation, reuse, and recycling of any recyclable materials contained herein.” Will the Owner include in this section that the Owner and Contactor will mutually agree upon rate adjustments for these changes to protect the Contractor from resulting cost increases?</i></p>	<p>Yes.</p>
<p>6. Pg 10, Bid Proposal Form, Article 21. <i>Will the Contractor bill each individual school, or send one consolidated invoice to the school district?</i></p>	<p>The Contractor will send one consolidated invoice to the district which outlines the cost of service for each school or district location.</p>
<p>7. <i>How many tons of MSW (trash), how many tons of recycling and how many tons of green waste were collected by the incumbent hauler during the period of August 2012 to July 2013, or the latest 12 month period?</i></p>	<p>For the contract period 10/04/2008 – 10/03/2013, we collected 3,647,592 lbs/yds of recycling and 28,323,396 lbs/yds of MSW (trash). We do not have any figures for Green Waste.</p>
<p>8. <i>Are the service levels kept the same throughout the entire calendar year, or are there service decreases during the summer? If a lower service level in the summer, what are those service levels by school?</i></p>	<p>Since 2008 the service has remained constant. However, the district is looking to enter into an agreement that provides us with the flexibility to reduce service during winter and summer vacation. The reduction of service will be crafted in collaboration with the winning bidder.</p>
<p>9. Pg 4, Bid Proposal Form, Article 6(b). If a recycling bin is overly contaminated, supported by pictures, will the Contractor be able to charge the trash</p>	<p>Yes. Please see Exhibit D, as the contamination charge has been added in response to this question.</p>

bin rate, or a contamination charge?	
<p>10. Pg 1, Required Bid Forms, Contractor's Proposal. This form states that the rate to be provided is ".....for the Cost Per Cubic Yard of Waste \$_____.</p> <p>Yet, we are also required to include Exhibit A and D with 3yd bin and other rates. Please explain fully what is required on both forms and for what period.</p>	<p>Exhibit A is intended for your company to make service level recommendations for Trash Services. Exhibit B is intended for your company to make service recommendations for Recycling Services. Exhibit C is intended for you to make recommendations for Compacting Services. If you are not making service level change recommendations, you do not need to complete these exhibits.</p> <p>Exhibit D is intended for you to communicate any extra service costs that may be requested from the district above the regular service level.</p> <p>The basis of award for this contract will be measured from the cost on the Contractors Proposal, FE10 Page 1.</p>
<p>11. The school district appears to be soliciting recommendations, free consulting, from interested bidders.</p> <p>Should we expend effort to provide pricing for anything other than the provided service levels?</p>	<p>You should base your bid on the service levels communicated to you in the project manual. Contractor shall be entitled to an adjustment in its compensation for providing such additional or modified services during the initial three year term of the Contract at a rate that is acceptable to Owner. In the event that the change or modification results in a decrease in services, the compensation will also be decreased by an agreed upon amount.</p>
<p>12. I only see one line item response for the quote, a rate per yard for MSW.</p> <p>With the volume of recycling services involved in the scope of services, should we include all charges for both recycling services and MSW services into one rate per yard or should we request a separate line item be added to the attached to list a separate rate per yard for recycling?</p>	<p>As indicated by the Project Manual, Project Description; Scope – recycling to all district facilities should be free of charge.</p>
<p>13. How is the LA Conservation group involved with the schools and the beverage containers? How is the Contractor involved with the beverage containers, and if the Contractor is to provide collection bins for the LA Conservation group, are they in the Exhibit B information? If not, what is the number, size and collection frequency per school? Who will collect these bins?</p>	<p>LA Conservation Corp services our locations bi-monthly. The sole responsibility of the Contractor is to provide 3 yd recycling collection bins as a holding cell for the beverage containers. Most school locations have one holding cell, but Golden Valley High School as 2 holding cells. As recycling is required to be free of charge to the district it is not included on Exhibit D. The holding cells are not reflected in Exhibit B.</p>
14. The bid documents do not address	Unless there is a change to the service, the rate is to

<p>rate adjustments during the contract period. Will the Owner allow a CPI-based rate adjustment at the beginning of year 2 and year 3 of the contract? Will a CPI-based rate adjustment be allowed at the beginning of the Owner optional extension period?</p>	<p>remain firm for the initial three year term. If the optional two year extensions are granted, an increase based on the Los Angeles-Anaheim-Riverside Consumer Price Index for All Urban Consumers for the preceding annual period adjustment will be allowed. The District and Contractor agree that if the annual change in the Los Angeles-Anaheim-Riverside Consumer Price Index for All Urban Consumers for the preceding annual period January 4 through January 3 is less than 2 percent, the Contractor will not impose a price increase. Further, the District and Contractor agree that if the annual change in the Los Angeles-Anaheim-Riverside Consumer Price Index for All Urban Consumers for the preceding annual period January 4 through January 3 is greater than 2 percent, the Contractor is allowed to adjust the prices of the Contract up to 5 percent.</p>
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Receipt of this Addendum is to be acknowledged by signing below and submitting this form with the Company's Bid.

Submitted by:

Leigh Hansen

Name of District Representative

Submitted by:

Name of Bidder

Signature

Date

CC: Bidders of Record