

Field and Facilities Services Department
2800 Sundog Ranch Road
Prescott, AZ 86301



(928) 777-1126
Fax (928) 771-5824
TDD (928) 777-1100

Questions and Answers
RFP No. 2017-064
Solid Waste Hauling Services
October 17, 2016

1. Introduction, Page 2, advises, "The City of Prescott is preparing a hauling services cost estimate for comparison to proposals received. The cost estimate will be sealed and confidential, and it will be opened and announced at the bid opening. If it is found to be advantageous and in the best interests of the City to manage these services internally, all proposals may be rejected at the sole discretion of the City."

A. **Question:** Will the City also be preparing a proposal as specified in sections one through five, requiring the proposer to identify not only cost, but also experience, operations, transition and will the City be subjected to evaluation of same?

Answer: No.

B. **Question:** In essence, is the City "bidding" for these services against its competing contractors and will the contractors be allowed to view the means and methods utilized by the City to determine cost?

Answer: No, the City is not bidding for these services. The City is preparing a cost estimate. Yes, the contractors will be allowed to view the means and methods utilized by the City to determine cost in accordance with public records requests laws.

C. **Question:** Although we are familiar with ARS Title 28 and ARS Title 34 regarding procurement, we are unfamiliar with the Statutes regarding this procurement method. Please cite the Statute authorizing the City to procure in the method specified in this RFP, combining both cost and qualifications.

Answer: The City of Prescott Procurement Code provides for the use of a Request for Proposal process. Also, please see ARS 41-2773.

2. Section 6.1, Award of Contract, specifies, "The City reserves the right to award all or a portion of the contract to one or more contractors".

A. **Question:** Please specify how much the City may award to another contractor. Frankly, there are significant fixed costs associated with these services, so the potential reduction of hauling services by a second contractor must be known to accurately estimate a unit cost.

Answer: The City will be issuing an addendum to remove this language from the RFP.

3. Section 7.2, Services, specifies, "The City expects solid waste will be hauled within twenty-four (24) hours of being loaded. In addition to the Contractor's primary hauling obligation, the Contractor



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shall also be obligated and responsible for providing additional hauling or back-hauling services from the destination facilities as provided for in this Contract and as requested by the City." Section 7.7.1, Solid Waste/Recyclables, specifies that, "Solid waste shall be hauled by the Contractor to the Gray Wolf Landfill or to any other destination facility as directed. The Contractor shall at no time hold waste in their trucks in excess of 24 hours."

- A. **Question:** With trailers normally being loaded on Saturday until 4:00 PM and Grey Wolf Landfill closing at 12:00 PM, it is not possible for trailers to be hauled within twenty-four (24) hours of being loaded. Will the City be amending the contract to allow a trailer loaded on Saturday to remain at Sundog until Monday? Or as suggested at the pre-bid meeting, amend the contract to read: "If any other destination facility is requested by the City, City and Contractor shall negotiate new price terms."

Answer: This question was addressed in Addendum No. 1 dated October 11, 2016, which is posted on the City's website.

4. Section 7.6.1, Loading of Equipment, specifies, "The City shall load the Contractor's Transfer Trailers. Trailers loaded at the Transfer Station hopper will be tamped for load distribution. The City will make reasonable efforts to maximize each load based either on weight or Transfer Trailer volume. The Contractor's Transfer Trailers will be loaded at the Transfer Tunnel and other areas identified by the City as needed. The City may designate other (temporary or permanent) loading locations at the Transfer Station, contingent upon changes to existing operations. The Contractor shall be responsible for legal weight limits and height restrictions."

- A. **Question:** How will loads be tamped and weighed during Sundog Transfer Station construction phase?

Answer: During the mandatory pre-bid meeting, a tour of the Sundog Transfer Station was conducted. During the tour, the temporary closure to the public during reconstruction of the main scales and transfer station floor was discussed. Attendees were also shown where the loading of materials would take place during construction. The City is anticipating a five to six week closure during construction, and during this time, trailers will be loaded and tamped using an excavator.

5. Section 7.6.2, Loading of Equipment, specifies, "The Contractor shall provide and maintain sufficient equipment of adequate design and capacity to load, transport, and unload the materials in a timely fashion."

- A. **Question:** Will Contractor be responsible for loading trailers? Will the City consider amending the contract to strike out "load" thereby making Contractor only responsible for transport and unloading of materials?

Answer: This question was addressed in Addendum No. 1 dated October 11, 2016, which is posted on the City's website.

6. Section 7.6.4, Loading of Equipment, specifies, "Contractor shall ensure it provides appropriate staffing and equipment to receive materials at any source facility as needed during operating



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hours.” Section 7.7.1, Solid Waste/ Recyclables, specifies, “Solid waste shall be hauled by the Contractor to the Gray Wolf Landfill or to any other destination facility as directed.” Section 7.7.2, Solid Waste/Recyclables, specifies, “Recyclables shall be hauled by the Contractor to the North Gateway Transfer Station or to any other destination facility as directed.”

- A. **Question:** It is not practical for a Contractor to submit a price to an unknown Source Facility. We suggest the following language: In the event that Sundog facility becomes inoperable another source facility may be designated. If the City requests any other destination facility, City and Contractor shall negotiate new price terms.

Answer: The City will be issuing an addendum to add language to Section 7.2, Services, of the RFP to clarify new pricing terms.

7. Section 7.6.3, Loading of Equipment, specifies: “The Contractor, upon receipt of notification verbally or by phone, will position a transfer trailer for loading in the transfer tunnel within 30 minutes. Section 7.10, Use of Transfer Tunnel, specifies, “The Contractor shall also be responsible for moving full transfer trailers from the Transfer Tunnel immediately after each Transfer Trailer is loaded.”

- A. **Question:** Please clarify the requirement “within 30 minutes from time of notification” or “immediately”?

Answer: Once the Contractor has been notified to position a trailer for loading, the trailer must be positioned in the transfer tunnel within 30 minutes. Once the trailer is loaded, the Contractor will be notified to remove the loaded trailer. Removing the loaded trailer and positioning of an empty trailer must take place within 30 minutes of the Contractor being notified by the City. For example, the Contractor is notified at 10:00 a.m., to remove a loaded trailer. The Contractor then has until 10:30 to remove the loaded trailer and position an empty trailer in the transfer tunnel.

8. Section 7.18.2, Operations Plan, specifies, “Should the Contractor desire to make any changes in the operations plan, the Contractor shall submit a request in writing to the City no less than two (2) weeks prior to the requested effective date for such revisions. Such request shall fully explain the revision and the reasons for the request. The City shall accept or decline the request within two (2) weeks of receipt.

- A. **Question:** Suggestion/Clarification: Strike 7.18.2 from the contract or clarify exactly what operations require a written request. There will be frequent operation changes due to volume of trash, weather conditions, personnel out for vacation, sick days, someone could leave the operation without notice. There could be a hot load that causes a tractor, trailer or both to be out of service and operations changes would have to be made and new equipment purchased. Changes of this type could not wait for two (2) weeks to be approved by the City.

Answer: The Contractor will be required to submit an operations plan as per Section 7.18.1, Operations Plan. The Operations Plan should specifically address how the Contractor proposes to manage their operations to provide outstanding service at competitive costs as defined under the scope



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of this solicitation. The Operations Plan shall identify the risks involved in providing the services and the specific actions the Proposer will implement to mitigate these risks as deemed necessary to meet the service requirements. The Plan shall identify proposed fleet size dedicated to City operations, staffing and employee hours. The Operations Plan shall include a contingency plan for performing the services under this Contract in the event that Contractor's equipment becomes temporarily or permanently inoperable. The Plan will also include a section addressing on-site fueling and spill prevention, control and counter measures (SPCC) and procedures for resolving hot load occurrences. The Operations Plan should cover anticipated operations. The City does not expect the Operations Plan to cover unforeseen circumstances. Also, the City intends to work in partnership with the Contractor. As per Section 7.5, "In order to reduce potential problems and to provide a forum for discussing and resolving any operational questions or issues that may arise, the Parties shall meet on a regular basis and shall adopt certain communication procedures."

9. Section 7.11.1, Securing of Loads and Clean Up of Spillage, specifies, "The Contractor will construct a tarping station at the Transfer Station, the location of which to be agreed upon between the City and the Contractor."

- A. **Question:** Are there any plans or designs? Are there any size restrictions for the tarping station? Suggestion/Clarification: City and Contractor shall agree upon location but the Contractor is responsible for design and providing a tarping station. There are no design or size restrictions.

Answer: The City will be issuing an addendum to clarify this language in the RFP. Bidders may want to consider pricing a tarping station constructed of scaffolding materials.

10. Section 7.21.1c, Equipment Furnished by Contractor, specifies, "The average age of the Contractor's tractor fleet throughout the duration of the contract shall be no more than seven (7) years with no tractors older than twelve (12) years." Section 7.21.1d, Equipment Furnished by Contractor, specifies, "The average age of the Contractor's trailer fleet throughout the duration of the contract shall be no more than seven (7) years with no Trailers older than fifteen (15) years."

- A. **Question:** Could the language from the previous contract be included to allow contractor to use safe, clean tractors and trailers that have passed a Federal annual inspection? Prior language: "At no time during this contract shall any transport tractor or trailer vehicle be placed, or kept, in regular scheduled service beyond five (5) years from the date of its purchase new, without prior safety inspections and written approval of the City. The City will conduct a biannual (twice per year) inspection of road-worthiness of the fleet by an independent third party qualified to perform "inspection" as per federal Regulation, 49 CFR 396."

Answer: Bidders may provide alternate pricing that shows the benefit to the City if equipment is allowed to age beyond the requirements of Section 7.21.1, Equipment Furnished by Contractor. Contractor's alternate pricing should include the cost of conducting bi-annual (twice per year) inspections of road-worthiness of the fleet by an independent third party qualified to perform inspection as per 49 CFR 396. The results of the inspection shall be provided to the City within thirty (30) days of

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the inspection date. Any and all repairs identified during the inspection would need to be corrected immediately.

11. **Question:** Regarding Section 3.1, is there a limit to the number of pages the response may be?

Answer: No.

12. **Question:** What are the total tons being hauled daily?

Answer: The average hauled daily tonnage is 175 tons.

13. **Question:** What is the average load count for Mondays?

Answer: The average load count for Mondays is 11 loads.

Pam Risaliti, C.P.M., CPPB
Contract Specialist
City of Prescott
432 North Virginia Street
Prescott, AZ 86301
pam.risaliti@prescott-az.gov
(P) 928-777-1659
(F) 928-771-0645