

ADDENDUM NO. 2
TO
REQUEST FOR QUALIFICATIONS
FOR
TRANSPORTATION AND DISPOSAL OF ASH
FOR
MID-CONNECTICUT RESOURCE RECOVERY FACILITY
HARTFORD, CONNECTICUT,
WALLINGFORD RESOURCE RECOVERY FACILITY
WALLINGFORD, CONNECTICUT,
AND
DISPOSAL OF ASH FROM
THE PRESTON RESOURCE RECOVERY FACILITY

RFQ No. FY08EN003

ISSUED BY:

CONNECTICUT RESOURCES RECOVERY AUTHORITY

100 Constitution Plaza, 6th Floor
Hartford, CT 06103

FEBRUARY 29, 2008



**[PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN
SUBMITTING YOUR SOQ BY COMPLETING RFQ FORM 1]**

**ADDENDUM NO. 2
TO
RFQ No. FY08EN003
TRANSPORTATION AND DISPOSAL OF ASH
MID-CT, WALLINGFORD AND PRESTON RESOURCE RECOVERY FACILITIES**

RESPONSE TO QUESTIONS

(Received February 19 through February 29, 2008)

1. **Question:** Given the large volume of ash generated at the Mid-Connecticut Project, will the CRRA:

- 1) Increase the loading days to 5 per week, Monday thru Friday?
- 2) Extend the loading hours?

Response: Yes, CRRA will increase the loading days to 5, Monday thru Friday. Loading hours will remain from 6:30AM to 2:30PM pending an evaluation by CRRA of the costs and benefits of extending the hours.

2. **Question:** I was wondering if the current Transportation & Disposal rates for all three facilities, public record? If so, where can they be found?

Response: Disposal rates for the Putnam Landfill where ash from the Wallingford and Preston Resource Recovery Facilities is disposed is currently \$41.68. The Hartford landfill to which ash from the Mid-Connecticut Resource Recovery Facility is disposed is owned and operated by CRRA. There is not a published tip fee for ash.

Regarding transportation, the rate for transportation of ash from the Wallingford Resource Recovery Facility is \$ 31.44 per ton. The rate for transport from the Mid-Connecticut Resource Recovery Facility to the Hartford landfill is \$ 3.28 per ton. Transportation services are not being requested for ash transport from the Preston Resource Recovery Facility.

3. **Question:** At Mid-Connecticut, how will we take care of weighing out different tractors with various trailers?

Response: Weights of the tractors can be pre-established at the scale house as can tare weights for the trailers.

4. **Question:** At Wallingford, how long does it take to load a trailer?

Response: Approximately 4 hours on average, but can vary depending on operational issues at the facility and the moisture content of the ash.

5. **Question:** Page 1-1 has a submission date of March 18, 2007 in error.

Response: The SOQ submission date is March 18, 2008.

6. **Question:** Section 5.4, Payment- Will there be a true up to actual tons performed at month end, and if so when if (is) payment of true-made (e.g. 30 days)?

Response: There is an error in the RFQ. There will not be equal monthly payments. The Contractor will be paid monthly in accordance with a price per ton for transportation and disposal as will be proposed and negotiated with CRRA and the number of actual tons of ash transported and disposed each month.

7. **Question:** Section 3.4: During this procurement and contract negotiations Proposers shall not contact any officer, employee, agent or representative of or consultant or advisor to CRRA or of the Mid-Connecticut or Wallingford Resource Recovery Facilities or the Preston Resource Recovery Facility, except as provided for herein. We request an exemption or clarification that covers current contractors working with CRRA in regards to their currently contracted Service Agreements and communications to carry out such duties and responsibilities.

Response: Section 3.4 is established solely for purposes of this procurement for transportation and disposal of ash. It is not intended to apply to current contractual obligations.

8. **Question:** Will the Mid Connecticut Resource Recovery Facility be able to adjust its loading operation to 5 days?

Response: See Response to Question 1 of this Addendum.

9. **Question:** For the Mid Connecticut Resource Recovery Facility, would an alternative bid for rail being added to the facility at the contractor's expense be accepted?

Response: No.

10. **Question:** For Wallingford, would it be acceptable if the loading and staging operator(s) not be on site 24/7 or just go back and forth as required to adjust the loading of the trailers and staging?

Response: No.

11. **Question:** Section 5.4 of the RFQ states the Payment for Services will be made based on equal monthly payments of an Annual Service Fee. Can the CRRA elaborate on the process of how this will be reconciled for monthly fluctuations in ash volumes? Is payment based on actual tons delivered each month an acceptable alternative?

Response: Please see Response to Question 6.

12. **Question:** SOQ Form 1, 4. Proposer's Representations, 11.(1) on page 4 requires that all forms included in the SOQ that are submitted to CRRA as part of its SOQ are identical in form and content to the pre-printed forms in the SOQ. Regarding the Insurance Company letter of intent (SOQ Form 12), our brokers might have to modify them slightly before they can sign them. Will this be grounds to disqualify us?

Response: No, this is not grounds for disqualification. However, any modifications to any form must be highlighted and noted. Also, an explanation of why such modification is necessary or desirable should be presented. Please note that conformance to Contract Principles is an evaluation criteria as identified in Table 6-1, item 12.

13. **Question:** Section 5.6.2 (a) requires any deductibles or self-insured retentions must be declared to and approved by CRRA. Our deductibles have already been negotiated and are set. We request to replace the existing language in 5.6.2 (a) with "Any deductibles or self-insured retentions are for the account of the contractor and payment of such shall be the responsibility of the contractor".

Response: Section 5.6.2 (a) is hereby revised to read as follows:

"(a) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to CRRA. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay deductible or self-insured retention."

14. **Question:** Section 5.6.2 (d) states CRRA may, at its option, request copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. It is our corporate policy that copies of our insurance policies not be released. Will submission of a standard ACORD document be sufficient to meet this requirement?

Response: Section 5.6.2 (d) is hereby revised to read as follows:

"(d) Verification of Coverage. Certificates of coverage are required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by CRRA

before work commences. CRRA may, at its option, request copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.”

In addition, a new Section 5.6.2 (f) is added as follows:

“(f) Limitation of Liability. CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.”