



Town of  
Brookhaven  
New York

DEPARTMENT OF WASTE MANAGEMENT  
JAMES HEIL, Commissioner  
ROBERT REICHERT, Deputy Commissioner  
ELAINE MCKIBBIN, Supervisor

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OCT 13 1989

January 17, 1989

Re: Final Request for Proposals to Design, Construct and Operate  
a Recycling Facility

Enclosed is Addendum No. 3 to the referenced Town of  
Brookhaven Request for Proposals.

Addendum No. 3 includes:

- wording changes to the RFP
- the draft Service Agreement
- questions submitted by Empire Returns Corporation and Town responses
- Figures 1-1, 2-1 and 2-2
- Town of Brookhaven Recycling Law

Also included for your convenience are Addenda Nos. 1 and 2.

Comments or objections to the draft Service Agreement should  
be made in a separate section in the Proposal.

Please note the final date for submission of the Proposals  
has been changed to the close of business (4:30 P.M.) Wednesday,  
February 8, 1989 at the Department offices in Medford, New York.

Thank you for your continued interest in the Town's project.

Very truly yours,

*James H. Heil*

James H. Heil  
Commissioner

JHH:ew  
enc.

AL# 1204168

# 23689 0587

7/1/09 RL

TOWN OF BROOKHAVEN, NEW YORK

Addendum 3

FINAL REQUEST FOR PROPOSALS TO  
DESIGN, CONSTRUCT AND OPERATE A  
RECYCLING FACILITY

Issued: January 18, 1989

Change Proposal due date on cover page as follows:

Delete January 23, 1989; insert February 8, 1989

Change table of contents on pages vi and vii as follows:

On page vi in the line after 4.3.9 insert 4.3.10 Interim Operations Cost

On page vii in the line before Form E-1 insert Form E Weekly Interim Operations Cost

On page vii in the line before Form E-2 insert Form F Itemized Interim Operations Cost

Change definition 6 on page ix as follows:

Delete January 2, 1990; insert January 29, 1990

Change definition 11 on page x as follows:

In the fifth (5th) line of definition 11 after the words and the, before the word Proposer, insert Selected or Alternate

Change definition 18 on page xii as follows:

Delete both references to January 2, 1990; insert January 29, 1990

Change definition 20 on page xii as follows:

In the second line of definition 20 after the words by the Town, before the word describing insert establishing specifications for Recovered Materials and

Change definition 22 on page xii as follows:

In the second line from the bottom of page xii delete the word approved; insert reviewed and commented upon

In the bottom line of page xii after the words paragraph 2.5.1.3 before the period (.) insert and the Service Agreement

Change definition 32 on page xiv as follows:

In the second line from the bottom of page xiv delete entire sentence after the words for all revenues, Insert into which the Contractor shall deposit all Revenues.

Change definition 35 on page xv as follows:

Delete entire definition; insert "Residue" means all material accepted and processed at the Facility which does not conform with the specifications set out in the Marketing Plan and cannot be sold or exchanged for value in the Secondary Materials Market.

Note that figure 1-1 referenced on page 5 is included in this Addendum 3

Change dates listed in subsection 1.1.3 on pages 7 and 8 as follows:

Delete January 23, 1989; insert February 8, 1989

Delete February 7, 1989; insert March 7, 1989

Delete March 7, 1989; insert April 4, 1989

Delete January 2, 1990; insert January 29, 1990

Change subsection 1.1.3 on page 8 as follows:

Delete second sentence in the paragraph following the table listing tasks and dates which begins The Service Agreement will contemplate . . .

Change subsection 1.1.6 on page 11 as follows:

Delete last sentence beginning the fourth (4th) line from the bottom of page 11; insert If any additional schedule delays arise as a result of SEQR requirements, the Service Agreement will extend the project schedule as necessary.

Change paragraph 1.4.2.2 on page 24 as follows:

In ninth (9th) line of page 24 delete the comma (,) after the word Facility; insert the word and

In eleventh (11th) line of page 24 insert period (.) after the word utilization; delete remainder of sentence beginning with the words and a contingency plan

Change paragraph 1.4.3.1 on page 25 as follows:

In the second (2nd) line of paragraph 1.4.3.1 before the period (.) insert or (iii) Interim Operations costs

Change paragraph 1.4.3.1.1 on page 25 as follows:

In the last line of page 25 after the final period (.) insert No construction cost escalation will occur if the Service Agreement is executed within 365 days of the Proposal submission date.

Change paragraph 1.4.3.1.2 on page 27 as follows:

In the second (2nd) line from the bottom of page 27 delete the last sentence; insert Compensation for the Contractor during Interim Operations is discussed in paragraph 3.2.4.1 and subsections 3.4.8 and 4.3.10.

Change paragraph 1.4.3.2 on page 28 as follows:

In the fifth (5th) line of page 28 after the word warranty before the words all major equipment insert the suitability for the intended use and against defects in materials and workmanship

Change paragraph 1.4.3.3.1 on page 29 as follows:

In the last line of page 29 after the word Town's delete Recycling Account; insert general fund

Change paragraph 1.4.3.4 on page 30 as follows:

In the sixth (6th) line of the page after the end of the first sentence of paragraph 1.4.3.4 insert In the event of a discrepancy between the Town's position in the RFP and Draft Service Agreement, the position set out in the Draft Service Agreement shall prevail.

Change subsection 1.5.1 on page 31 as follows:

Delete January 9, 1989; insert February 8, 1989

Change paragraph 1.5.5.3 on pages 34 and 35 as follows:

Beginning in the ninth (9th) line from the bottom of page 34 delete second sentence of first paragraph which begins In the alternative . . .

In the third (3rd) line from the bottom of page 34 delete the words or letter of credit

In first (1st) line of page 35 delete the words or letter of credit

Change section 2.0 on page 37 as follows:

Delete list with five categories of Recyclable Material; insert

- (1) Commingled newspaper, corrugated cardboard and high grade paper;
- (2) Commingled glass, Plastic and metal (including bi-metal) containers and low-grade glass; and
- (3) Low-grade mixed paper (future)

In the ninth (9th) line from the bottom of page 37 delete sentence which begins In general, newspapers . . .

Note that Figure 2-1 referenced on page 41 is included in this Addendum 3

Note that Figure 2-2 referenced on page 42 was included with the appendices to the final RFP and is updated by this Addendum 3

Change subsection 2.2.3 on page 44 as follows:

In the sixth (6th) line of 44 before the period (.) insert , provided that such additional storage does not violate the terms or conditions of the Facility's permits, licenses or other governmental approvals

Change subsection 2.4.1 on page 48 as follows:

In the second (2nd) line from the bottom of page 48 before the period (.) insert , except for those permits, licenses or other governmental approvals obtained by the Town under the Service Agreement.

Change subsection 2.4.2 on pages 52 and 53 as follows:

In the last line of page 52 delete the word approval; insert recommendations

In the first (1st) line on page 53 delete the words approve all submittals of; insert prepare recommendations regarding

In the third (3rd) line on page 53 after the words periodically inspect insert and may test

In the fifth (5th) line of page 53 delete the words Approval of a drawing or inspection of; insert Recommendations regarding drawings or specifications or inspections of

Change paragraph 2.4.2.4 on page 56 as follows:

In the seventh (7th) line from the bottom of page 56 after the words used only delete the word at; insert in connection with operating, maintaining or marketing Recovered Materials from

Change paragraph 2.5.1.3 on page 68 as follows:

Delete the entire full paragraph beginning twelve 12 lines from the bottom of page 68; insert Based on the preliminary Operating Plan presented in the Proposal, the Contractor shall prepare a draft Operating Plan in accordance with the procedures set out in the Service Agreement. The draft Operating Plan shall be submitted to the Town not less than sixty (60) days prior to the scheduled Acceptance Date. The Town shall review, comment and make recommendations concerning the draft Operating Plan. The Contractor shall prepare a revised Operating Plan to reflect any of the Town's comments or recommendations or may prepare a detailed written explanation concerning why any of the Town's comments or recommendations were not incorporated into the revised Operating Plan. If necessary, the Contractor will amend the revised Operating Plan based on additional Town comments prior to filing the final Operating Plan as a condition to satisfying the Acceptance Test.

Change paragraph 2.5.1.4 on page 69 as follows:

At the end of the first paragraph in the ninth (9th) line of page 69 insert In addition, the Facility shall provide a safe and sanitary location for residents of the Town to deposit Recyclable Material into suitable containers for processing into Recovered Material. The design and operation of the drop-off location shall minimize the interference by residents delivering Recyclable Material with delivery trucks and other commercial traffic.

Change paragraph 2.5.1.7 on page 72 as follows:

Delete entire paragraph 2.5.1.7; insert The Contractor shall process Recyclable Material during normal working hours as soon as possible after receipt (see paragraph 2.5.1.1). Additional processing hours required during seasonal peaks, on or after holidays or otherwise will require notice to the Town. In any event, the Contractor must process Recyclable Material within any time limits set out in Facility permits, licenses or governmental approvals.

Change subsection 2.5.2 on pages 73 and 74 as follows:

In the seventh (7th) line from the bottom of page 73 after the words at the Facility. delete the remainder of the paragraph, including the carry-over paragraph through the fifth (5th) line on page 74; insert The Town will transport and dispose of Residue generated by the Facility at the Landfill or other appropriate Solid Waste facility. The Town will pay the costs for transportation, handling and disposal of Residue, up to ten percent (10%) by weight, of Recyclable Material (net of Rejects). The Contractor will reimburse the Town for transportation, handling and disposal of Residue, in excess of ten percent (10%) by weight of Recyclable Material (net of Rejects), through a credit to the Service Fee in an amount equal to 1.25 times the posted tipping fee at the Landfill or other Solid Waste facility used by the Town. The multiplier of 1.25 above the applicable tipping fee will compensate the Town for costs incurred in connection with transportation and handling of excess Residue.

Change paragraph 2.5.3.1 on page 75 as follows:

In the sixth (6th) and seventh (7th) lines of page 75 delete the words a significant percentage of Recyclable Material,; insert ten percent (10%) or less of Rejects,

Change Paragraph 2.5.3.3 on page 75 as follows:

In the third (3rd) line from the bottom of the page after the words the Facility before the comma (,) insert due to Company fault

Change section 2.6 on pages 77 and 78 as follows:

Delete entire paragraph; insert A Demonstration Test shall be conducted not more than one hundred twenty (120) days nor less than ninety (90) days prior to the end of the Operating Period to verify the that the Facility continues to satisfy Performance Guarantees. In addition, the Town may give the Company thirty (30) days notice to conduct, at Town expense, a Demonstration Test to verify that the Facility continues to satisfy Performance Guarantees.

Change paragraph 3.1.2(1) on page 80 as follows:

In the fourteenth (14th) and fifteenth (15th) lines from the bottom of page 80 in indented paragraph (1) delete (ii) corrugated cardboard, (iii) high grade paper, and (iv); insert corrugated cardboard and high grade paper, and (ii)



Change subsection 3.1.4 on page 84 as follows:

Delete the last sentence of the subsection beginning on the second (2nd) line of page 84 with the words Apart from; insert The Service Agreement sets out the limited circumstances of Contractor fault when the Contractor may be liable to compensate the Town for debt service.

Change subsection 3.2.1 on page 85 as follows:

At the end of the subsection after the word Facility before the period (.) insert , except those permits licenses or other approvals that will be obtained by the Town under the Service Agreement

Change paragraph 3.2.4.1 on pages 86 and 87 as follows:

Delete the entire paragraph; insert the following text  
The Contractor will be responsible to commence Interim Operations on January 29, 1990 if the Facility has not satisfied the Acceptance Test by that date. Interim Operations will commence on or after January 29, 1990, upon sixty (60) days notice from the Town to the Contractor after consultation between the parties with respect to the progress of construction and testing of the Facility. Interim Operations will consist of accepting Source Separated Recyclable Material, identifying Secondary Material Markets for as-delivered Recyclable Material and transporting or causing to be transported such materials to market.

The Town will provide the Contractor at Town expense the site and any building necessary for Interim Operations. For purposes of the Proposal, Interim Operations will be conducted in the machine maintenance garage at the Landfill. Information about that building may be obtained from the Town Department of Waste Management. The Town will obtain any permits or governmental approvals necessary to authorize Interim Operations at the designated site.

The only Recyclable Materials to be processed during Interim Operations are newsprint, metal cans and glass (except low grade glass). Newspapers will be bundled or bagged. Metal containers and glass will be delivered commingled. The maximum weekly quantities of such Recyclable Materials that the Contractor will be obligated to handle during Interim Operations are those quantities listed in the "Year 1" column of Table 2-1. The Town will not guarantee either delivery of any minimum quantity of Recyclable Materials or the composition of such materials.

Changes to paragraph 3.2.4.1 on pages 86 and 87  
continued:

Each proposer must indicate a willingness to furnish Interim Operations in accordance with the terms outlined in this paragraph 3.2.4.1 and in subsection 3.4.8, subject to the terms included in the Draft Service Agreement. Each Proposer is encouraged to include recommendations in its Proposal as to the most efficient way to provide Interim Operations, with particular emphasis on both avoiding capital expenditures for equipment that will be used only for a short period and hiring additional employees who will not be needed to operate and maintain the Facility once it begins commercial operations. Each Proposal must include a cost proposal for Interim Operations on Form E and an itemization of Interim Operations costs on Form F both of which are included in this Addendum 3.

Change paragraph 3.2.5.1 on page 87 as follows:

In the fifth (5th) line of paragraph 3.2.5.1 after the word agreements and before the period (.) insert as set out in the Marketing Plan

Change subsection 3.3.2 on page 92 as follows:

In the fourth line (4th) line of subsection 3.3.2 delete the words related to the spot market, as applicable; insert as set out in the Marketing Plan

Change subsection 3.3.3 on pages 92 and 93 as follows

Beginning in the fifth (5th) line from the bottom of page 92 delete the words be responsible to identify a suitable Solid Waste disposal facility and

Beginning in the second (2nd) line from the bottom of page 92 and continuing to the first (1st) line on page 93 delete the words In the event the Town agrees to allow the Contractor to use the Landfill for disposal of such excess Residue and/or Bypassed Recyclable Material, the; insert The

In the second (2nd) line of page 93 after the words tipping fees insert for the disposal of Residue including Bypassed Recyclable Material

Change subsection 3.4.6 on page 98 as follows:

In the tenth (10th) line from the bottom of page 98 after the word remove insert or accept

In the ninth (9th) line from the bottom of page 98 delete the word Recyclable; insert the word Recovered

Change subsection 3.4.8 on page 99 as follows:

Beginning in the eleventh (11th) line from the bottom of page 99 delete the entire paragraph after the first sentence; insert However, in recognition of the different circumstances presented by Interim Operations, the Contractor shall not be at risk if, after due diligence, it is unable to identify and maintain Secondary Material Markets for Recovered Material during Interim Operations. The complete allocation of risks and responsibilities between the Contractor and the Town during Interim Operations will be negotiated in the Service Agreement. Each Proposal should identify elements of the general principles of risk and responsibility allocation that the Proposer believes should be modified for Interim Operations.

If Interim Operations are required or extended as a result of Contractor fault, payments due to the Contractor for Interim Operations may be set-off by delay damages payable under the Service Agreement.

Change section 4.0 on page 104 as follows:

In the fourth (4th) line from the top of page 104 after the words article 7 before the period (.) insert and addendum 3

Change section 4.2 on page 107 as follows:

Delete entire section 4.2; insert The Proposer shall present an estimated drawdown schedule for construction costs from the Construction Date through the Completion Date, as those terms are defined in the Draft Service Agreement.

Change section 4.3 on page 108 and 109 as follows:

In second (2nd) line on page 108 delete 500 TPW; insert 2000 Tons per month (TPM)

In fourth (4th) line on page 108 delete 500-900 TPW; insert 2001-3600 TPM

Changes to section 4.3 on page 108 and 109 continued:

In fifth (5th) line on page 108 delete 901-1200 TPW; insert 3601-4800 TPM

In fifth (5th) line on page 108 delete 1201-1500 TPW; insert 4801-6000 TPM

In fifth (5th) line of page 108 delete 1501 TPW; insert 6001 TPM

In seventh (7th) line of page 108 delete 500 TPW; insert 2000 TPM

In third (3rd) line of page 109 delete 900 TPW; insert 3600 TPM

In fourth (4th) line of page 109 delete 1500 TPW; insert 6000 TPM

Insert a new subsection 4.3.10 on page 111 as follows:

4.3.10 Interim Operations Cost

Each Proposer shall present a bid on Form E for the weekly cost to accept, transport and market Recyclable Material during Interim Operations. In addition, each Proposer shall identify and itemize costs for Interim Operation on Form F.

Change section 4.4 on pages 111 and 112 as follows:

Beginning in the second (2nd) line from the bottom of page 111 delete the words from a restricted cash account ("Recycling Account") held by

In the seventh (7th) line of page 112 delete the words 500 TPW; insert 2000 TPM

Change section 4.5 on page 112 as follows:

In the last line of page 112 after the words current dollars before the period (.) insert and shall not be subject to escalation if the Service Agreement is executed within 365 days from the Proposal due date.

Change subsection 4.5.1 on page 113 as follows:

In the second (2nd) line of page 113 delete the words bid submission date; insert Commencement Date

Change section 5.1 on page 114 as follows:

In the ninth (9th) line from the bottom of page 114 after the words Reference Plant insert shall be

Change section 5.3 on page 116 as follows:

Delete the final sentence of section 5.3 beginning in the sixth (6th) line from the bottom of page 116; insert This discussion shall describe the relationship between the Proposer and any joint venture partners or subcontractors upon whose experience the Proposer intends to rely to be deemed qualified under this article 5. In addition, the Proposal shall evidence the Proposers familiarity with the requirements for separate bidding of subcontracts in accordance with GML section 120-w(7) (see paragraph 1.4.3.1.1.2).

Change section 6.1 on page 118 and 119 as follows:

In the sixth (6th) line from the bottom of page 118 after the words Marketing Plan insert including detailed specifications for Recovered Material processed at the facility,

In the fifth (5th) line from the bottom of page 118 delete the word during; insert as a condition precedent to

In the second (2nd) line of page 119 after the period (.) insert The specifications for Recovered Materials set out in the Marketing Plan shall be considered as Performance Guarantees under the Service Agreement.

Change subsection 6.1.4 on page 120 as follows:

In the seventh (7th) line of subparagraph 6.1.4 on page 120 delete the words the Town 60 days prior to the scheduled Acceptance Date.; insert and approved by the Town prior to the commencement of Facility construction.

In the ninth (9th) line from the bottom of page 120 delete the word proposed; insert draft

Beginning in the fifth (5th) line from the bottom of page 120 delete the words before the Facility can be deemed to pass the Acceptance Test.; insert as a condition precedent under the Service Agreement.

Change section 6.2 on page 121 as follows:

In the first (1st) line of page 121 after the word specifications, insert set out in the Marketing Plan,

Change section 5.1 on page 114 as follows:

In the ninth (9th) line from the bottom of page 114 after the words Reference Plant insert shall be

Change section 5.3 on page 116 as follows:

Delete the final sentence of section 5.3 beginning in the sixth (6th) line from the bottom of page 116; insert This discussion shall describe the relationship between the Proposer and any joint venture partners or subcontractors upon whose experience the Proposer intends to rely to be deemed qualified under this article 5. In addition, the Proposal shall evidence the Proposers familiarity with the requirements for separate bidding of subcontracts in accordance with GML section 120-w(7) (see paragraph 1.4.3.1.1.2).

Change section 6.1 on page 118 and 119 as follows:

In the sixth (6th) line from the bottom of page 118 after the words Marketing Plan insert including detailed specifications for Recovered Material processed at the facility,

In the fifth (5th) line from the bottom of page 118 delete the word during; insert as a condition precedent to

In the second (2nd) line of page 119 after the period (.) insert The specifications for Recovered Materials set out in the Marketing Plan shall be considered as Performance Guarantees under the Service Agreement.

Change subsection 6.1.4 on page 120 as follows:

In the seventh (7th) line of subparagraph 6.1.4 on page 120 delete the words the Town 60 days prior to the scheduled Acceptance Date.; insert and approved by the Town prior to the commencement of Facility construction.

In the ninth (9th) line from the bottom of page 120 delete the word proposed; insert draft

Beginning in the fifth (5th) line from the bottom of page 120 delete the words before the Facility can be deemed to pass the Acceptance Test.; insert as a condition precedent under the Service Agreement.

Change section 6.2 on page 121 as follows:

In the first (1st) line of page 121 after the word specifications, insert set out in the Marketing Plan,

7.5 Proposal Form E, Weekly Interim Operations Cost

Newspaper

Base Service Fee to handle 0 to 200 TPW  
\$ \_\_\_\_\_

Price per Ton to handle 201 to 400 TPW  
\$ \_\_\_\_\_

Commingled Metals and Glass

Base Service Fee to handle 0 to 100 TPW  
\$ \_\_\_\_\_

Price per Ton to handle 100 to 195 TPW  
\$ \_\_\_\_\_

7.5 Proposal Form E-1, Operations and Maintenance Cost for First Year (January 1989 Dollars)<sup>1/</sup>

Base Operations and Maintenance Cost for first 2000 TPM of Recyclable Material \$ \_\_\_\_\_

Cost per ton for 2001-3600 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 3601-4800 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 4801-6000 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for each ton over 6001 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

<sup>1/</sup> Escalation in accordance with the Index begins on the Acceptance Date



7.5 Proposal Form E-2, Operations and Maintenance Cost for  
Second Year (January 1989 Dollars)<sup>1/</sup>

Base Operations and Maintenance Cost for first 2000 TPM of Recyclable Material \$ \_\_\_\_\_

Cost per ton for 2001-3600 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 3601-4800 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 4801-6000 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for each ton over 6001 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

<sup>1/</sup> Escalation in accordance with the Index begins on the Acceptance Date

7.5 Proposal Form E-3, Operations and Maintenance Cost for  
Third Year (January 1989 Dollars)<sup>1/</sup>

Base Operations and Maintenance  
Cost for first 2000 TPM of Recyclable  
Material \$ \_\_\_\_\_

Cost per ton for 2001-3600 TPM of  
Recyclable Material accepted at  
the Facility \$ \_\_\_\_\_

Cost per ton for 3601-4800 TPM of  
Recyclable Material accepted at  
the Facility \$ \_\_\_\_\_

Cost per ton for 4801-6000 TPM of  
Recyclable Material accepted at  
the Facility \$ \_\_\_\_\_

Cost per ton for each ton over 6001  
TPM of Recyclable Material accepted  
at the Facility \$ \_\_\_\_\_

<sup>1/</sup> Escalation in accordance with the Index begins on the  
Acceptance Date

7.5 Proposal Form E-4, Operations and Maintenance Cost for Fourth Year (January 1989 Dollars)<sup>1/</sup>

Base Operations and Maintenance Cost for first 2000 TPM of Recyclable Material \$ \_\_\_\_\_

Cost per ton for 2001-3600 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 3601-4800 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 4801-6000 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for each ton over 6001 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

<sup>1/</sup> Escalation in accordance with the Index begins on the Acceptance Date

7.5 Proposal Form E-5, Operations and Maintenance Cost for Fifth Year (January 1989 Dollars)<sup>1/</sup>

Base Operations and Maintenance Cost for first 2000 TPM of Recyclable Material \$ \_\_\_\_\_

Cost per ton for 2001-3600 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 3601-4800 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for 4801-6000 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

Cost per ton for each ton over 6001 TPM of Recyclable Material accepted at the Facility \$ \_\_\_\_\_

<sup>1/</sup> Escalation in accordance with the Index begins on the Acceptance Date

7.6 Proposal Form F-1 Itemized Annual Operating Cost, 1989  
Dollars

3600 TPM

A. Plant Operating Personnel

<u>Job Title</u>	<u># of Personnel</u>	<u>Annual Costs (\$)</u>	<u>% of Total</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Subtotal	_____	_____	_____

Note: Above operating personnel pricing includes a fringe benefit multiplier of \_\_\_\_%.

	<u>Annual Costs (\$)</u>	<u>% of Total</u>
B. Utilities	_____	_____
C. Supplies and Materials	_____	_____
D. Insurance		
1) Insurance, Excluding Environmental Impairment	_____	_____
2) Environmental Impairment Liability	_____	_____
E. Maintenance	_____	_____
F. Transportation	_____	_____
G. Equipment Leasing	_____	_____
H. Equipment Replacement Fund	_____	_____
I. Contractor's Share of Solid Waste Disposal Costs		
1) Excess Residue	_____	_____
2) Unmarketable Recovered Material	_____	_____
J. Management Fee	_____	_____
K. Other Costs	_____	_____
Subtotal	_____	_____
Total	_____	100%

7.6 Proposal Form F-2 Itemized Annual Operating Cost, 1989  
Dollars

6000 TPM

A. Plant Operating Personnel

<u>Job Title</u>	<u># of Personnel</u>	<u>Annual Costs (\$)</u>	<u>% of Total</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Subtotal	_____	_____	_____

Note: Above operating personnel pricing includes a fringe benefit multiplier of \_\_\_\_%.

	<u>Annual Costs (\$)</u>	<u>% of Total</u>
B. Utilities	_____	_____
C. Supplies and Materials	_____	_____
D. Insurance		
1) Insurance Excluding Environmental Impact	_____	_____
2) Environmental Impairment Liability	_____	_____
E. Maintenance	_____	_____
F. Transportation	_____	_____
G. Equipment Leasing	_____	_____
H. Equipment Replacement Fund	_____	_____
I. Contractor's Share of Solid Waste Disposal Costs		
1) Excess Residue	_____	_____
2) Unmarketable Recovered Material	_____	_____
J. Management Fee	_____	_____
K. Other Costs	_____	_____
Subtotal	_____	_____
Total	_____	100%

7.6 Proposal Form F Itemized Interim Operations Cost, 1989  
Dollars

300 TPW

A. Interim Operations Personnel

<u>Job Title</u>	<u># of Personnel</u>	<u>Weekly Costs (\$)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Subtotal	_____	_____

Weekly  
Costs (\$)

B. Supplies and Materials \_\_\_\_\_

C. Insurance \_\_\_\_\_

D. Transportation \_\_\_\_\_

E. Equipment Leasing \_\_\_\_\_

F. Management Fee \_\_\_\_\_

G. Other Costs \_\_\_\_\_

Subtotal \_\_\_\_\_

Total \_\_\_\_\_

**ONLINE**

**MANAGEMENT ASSOCIATES, INC.**

515 Route 111  
Hauppauge, New York 11788  
516 / 979-0800  
FAX 516 / 979-0806

DATE: DECEMBER 29, 1988  
FROM: ANTHONY NOTO  
RE: TOWN OF BROOKHAVEN  
APPENDICES FOR FINAL RFP  
ADDENDUM #1

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This is to inform you that Page 5 and Page 6 of the questions from BFI to the Town of Brookhaven were inadvertently omitted from the Appendices.

Enclosed please find the above-mentioned pages.



24-

Section 3.1.3.3 -- Assume Cost of Disposal

Perhaps a more beneficial method for the Town to collect disposal costs would be to put into place a disposal rate for actual tonnage over the 10% of accepted recyclable bypass and residue.

25- Page 79

Section 3.1.3.4 -- Disposal of Inadvertently Accepted Hazardous Waste.

Delete: the Town's section 3.1.3.4.

Add: "The carter who delivers any unacceptable medical, or, hazardous waste shall be held responsible for the proper removal and disposal of said materials."

26- Page 81

Section 3.2 -- Responsibilities of Contractor  
Section 3.2.1 -- Obtain and Maintain all Necessary Permits

The Town of Brookhaven would appear to be in a better position to obtain the permits.

27- Page 83

Section 3.2.6 -- Manage Hazardous Waste Pending Final Disposition by Town

Add: "Unacceptable and medical waste."

28- Page 87

Section 3.3.1 -- Operation of Design Capacity

What is the definition of operating period?

The equipment should be guaranteed according to its standard operating life as determined by the manufacturer.

29- Page 94

Section 3.4.7 -- Revenue Sharing

If the contractor shares the risk of 50% of alternative disposal should the markets not be available, then the contractor should be able to share in 50% rather than the stated 20% of any income or revenues generated.

30- Page 95

Section 3.5 -- Insurance Coverage

The Town should be named as an "additional insured" to the extent of vendors indemnification obligation.

31 - Page 99

Section 3.6 -- Term of Agreement

How long will the additional operating period be? Will this be decided by mutual agreement?

32 - Page 100

Section 4.1 -- Capital Cost

How shall the Contractor list a fixed price cost good for one year when he has to bid for construction and equipment with no pass-thru?

33 Page 105

Delete: Section 4.3.1 -- Personnel

Delete: Section 4.3.3 -- Supply and materials

34 - Page 107

Section 4.4 Payment of Service

What happens when the recycling account does not have any money?

35 - Page 115

Section 6.2 -- Failure to Market

I.  
What is the definition of fault?

II.  
What qualifications will be used by the Town in its "reasonable discretion" in determining whether the contractor pays 50% or 0% of disposal cost when secondary materials markets are unavailable??

TOWN OF BROOKHAVEN  
MATERIALS RECOVERY FACILITY

Response to Questions Submitted by  
Empire Returns Corporation October 4, 1988

1. Mixed Paper: See items 11 - Page 8. Appendix D. The decision to collect comingled will be made upon discussion with the MRF contractor. The decision to recover mixed paper will be based on market conditions therefore the decision to accept mixed paper will be sometime after the facility opening.
2. Low Grade Glass: The method of collection of low grade glass will be discussed with the MRF contractor prior to implementation. The Town is interested in the use of glassphalt but cannot make a definite committment at this time.
3. Water Use: See response to letter from Waste Transfer Systems of New York, Inc. Page 3, Item 6, Appendix E.
4. Recyclable Availability: The Town has implemented 35 waste collection and recycling districts effective January 1, 1989. These districts also provide for the direct residential collection of recyclable materials. Newspapers are being collected now and recycling containers will be distributed in late 1989 for multi material collection effective January 1990.
5. Project Schedule: Refer to Appendix A - New York State General Municipal Law Section 120 - w Paragraph ((b) Definition. A solid waste management facility includes recycling centers, therefore the bidding requirements apply.
6. Bonding Requirements: Empire has set forth a statement not a question.
7. Public Drop Off Area: The Town will construct the public drop off area in coordination with the contractor. The contractor will service and maintain the facility for the contract term.



Town of  
Brookhaven  
New York

DEPARTMENT OF WASTE MANAGEMENT

JAMES HEIL, Commissioner  
ROBERT REICHERT, Deputy Commissioner  
ELAINE MCKIBBIN, Supervisor

January 13, 1989

Re: Final Request for Proposals to Design, Construct  
and Operate a Recycling Facility - Addendum #2

Dear Sir:

This letter herewith constitutes Addendum #2 to the  
referenced Town of Brookhaven Request for Proposals.

Please note:

The date for the receipt of the written proposals has been  
changed from January 23, 1989 to the close of business (4:30 P.M.)  
Wednesday, February 8, 1989.

For your information:

- Requests for time extensions have been received by the  
Department from:

- New England CRINC
- Resource Recovery Systems, Inc.
- Resource Recycling Technologies, Inc.
- Recycle America, Inc.

- The draft Service Agreement and a brief listing of minor  
corrections will be issued as Addendum #3 on Wednesday, January  
18, 1989.

Thank you for your continued interest in the Town's project.

James H. Heil

Commissioner

JHH:ew



Empire Returns Corporation  
P.O. Box 574, Utica, NY 13503  
315-724-0878 800-541-4948  
FAX 315-724-0206

Commissioner of Waste Management  
Town of Brookhaven  
3233 Route 112  
Medford, NY 11763

October 4, 1988

Dear Sir:

Empire Returns Corporation is please to be one of the companies which the Town of Brookhaven has considered to submit a proposal to design, construct, operate and market the materials from your recycling facility. Your Draft Request for Proposals is a very thorough document, however, some clarification is requested:

1. Mixed Paper:

What critiera will be used to decide whether to add mixed paper to the recycling stream? Will this material be collected commingled with the news and cardboard? Should the facility be sized initially to handle the mixed paper as part of the total paper stream?

2. Low Grade Glass:

Will this material be comingled with the residential mixed recyclables or be from commercial sources? Will the Town of Brookhaven make a commitment to purchase asphalt with low grade crushed glass as an aggregate?

3. Water Usage:

Will water be allowed to be used for mopping floors and sponging down equipment?

4. Recyclable Availability:

Will the Town direct all recyclables collected in the Town to the facility? What are the assurances to the vendor that recyclables will be collected?

5. Project Schedule:

The timetable is very ambitious, especially the less than 30 days between selection and construction commencement. However, the DRFP requires that three construction sub contracts must be put to public bid. The timetable does not provide enough time for this to occur. Is there another section of GML section 120-W that covers "recycling facilities" that would not require bidding subcontracts since this is not really a "solid waste management-resource recovery building" (i.e. incinerator)?

6. Bonding Requirements:

The DRFP asks for several bonds which may or may not duplicate themselves. It is our understanding that the following is required:

WITH BID: bid bond or certified check - 5% of Construction Cost could be held up to 365 days or until Service Agreement executed.

WITH BID: intent to surety or letter of credit - for total construction cost.

ON AWARD OF CONTRACT: Bond or Letter of credit - For Construction cost

ON AWARD OF CONTRACT: Performance bond or other security for capital cost of facility.

DURING OPERATIONS: Performance bond or other security - operations and maintenance cost at 900 tpw

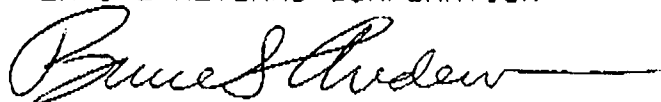
It would appear that the two items on award of contract are duplicatory, and the performance bond during operations is unnecessary to ensure efficient operation of the facility. The cost of the various bonds will inflate the capital and operating costs of the recycling facility. A properly written contract by a qualified bidder can assure the successful completion of the contract.

7. Public Drop - Off Area:

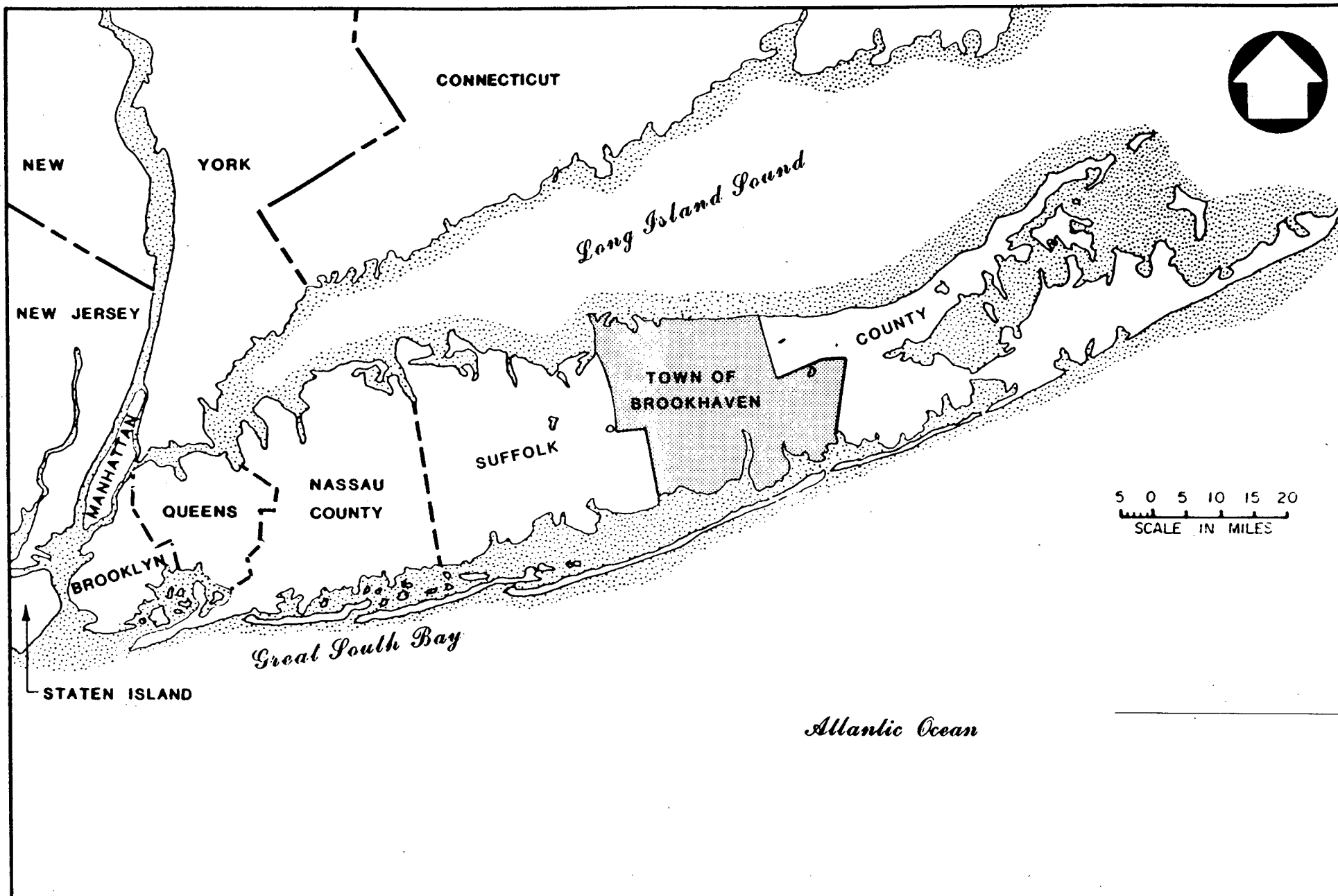
Is the vendor responsible for the construction, maintenance and operation of the public drop off area?

Thank you for your assistance in answering our questions.

Sincerely yours,  
EMPIRE RETURNS CORPORATION

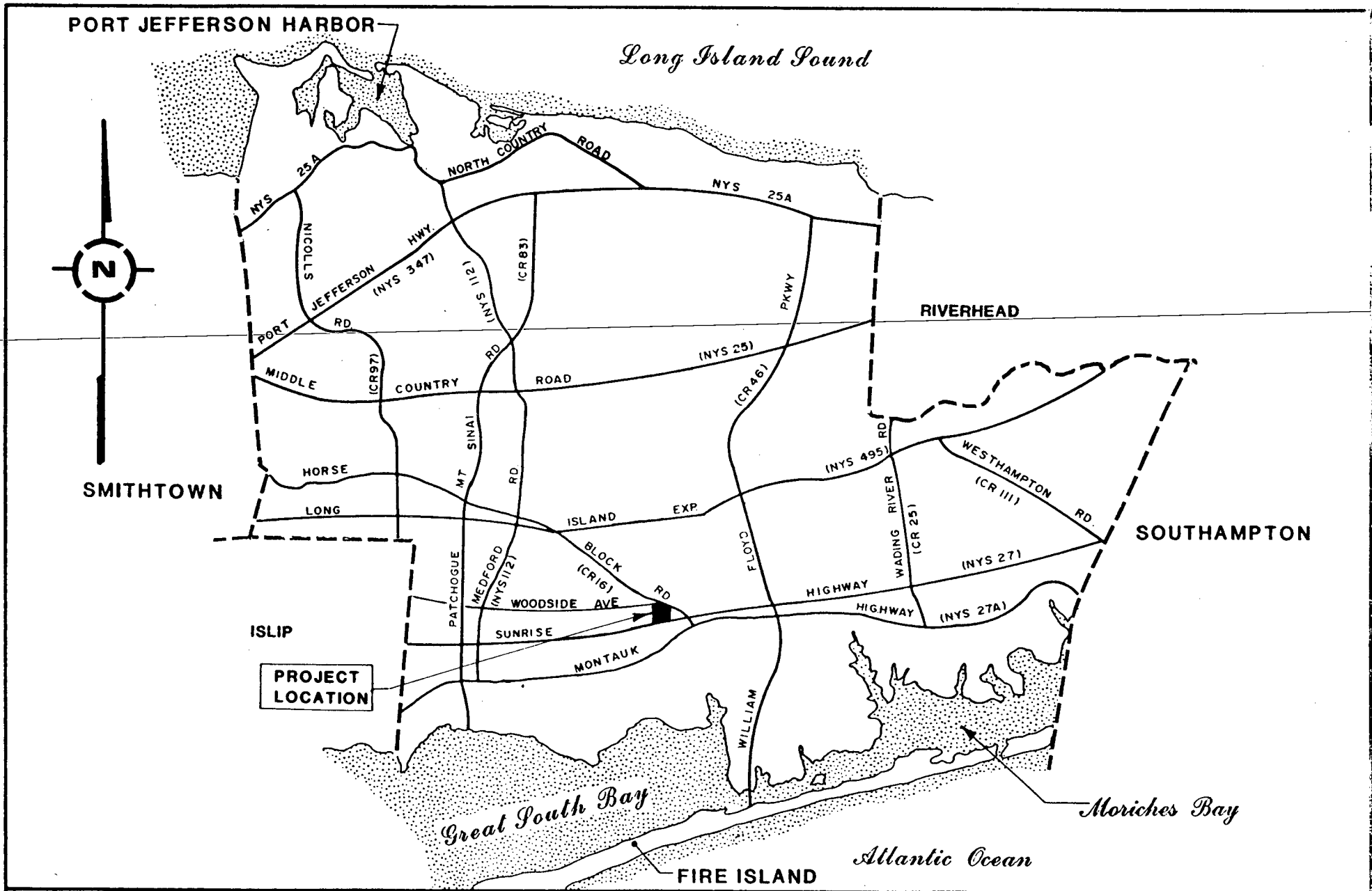
  
Bruce S. Anderson  
President

BSA:jb



**LOCATION MAP**

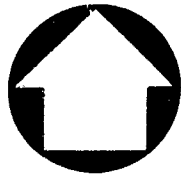
**FIGURE 1-1**



VICINITY MAP

FIGURE 2-1





EXISTING ENTRANCE

EXISTING  
SCALE HOUSE

HORSEBLOCK ROAD

PROPOSED  
SCALE HOUSE

PROPOSED  
MATERIAL RECOVERY FACILITY

SCALE: 1" = 200'



**Dvirka  
and  
Bartilucci**  
CONSULTING ENGINEERS

TOWN OF BROOKHAVEN  
**PROPOSED MATERIAL RECOVERY FACILITY SITE**  
MODIFIED SITE PLAN

