



ESTABLISHED 1975

8/1/2023

Town of Kennebunkport  
6 Elm Street  
Kennebunkport, ME

RE: Invitation to Bid- Questions

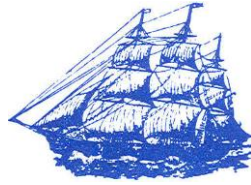
Dear Laurie and Chris,

We have compiled a list of questions after reading through the Invitation to Bid released by the Town on July 20, 2023. We would like the opportunity to discuss our questions further with the Town to explain further details around the questions we are asking.

1. The typical lifespan of an ASL truck is 10+ years. If the dedicated truck we assign to Kennebunkport has operational issues, such as a break down, and we need to deploy a spare truck, we cannot guarantee that the spare truck will be 8 years old or less. Would the Town reconsider this verbiage?
2. Page 4 calls out the Casella facility located at 590 Country Rd for MSW disposal, though we typically deliver the MSW to Wells. The material could be delivered to either Westbrook or Wells, but there would be a cost difference due to the facilities being different distances from the Town. Would the Town consider changing the verbiage so the MSW could be delivered to Wells, as it is closer to the Town?
3. Would the Town consider changing the verbiage on page 5 to a mutually agreeable extension rather than at the Town's sole discretion?
4. Would the Town consider removing the cap on the CPI language stated in the IFB to comply with standard contract language required by contractor?
5. Would you be willing to change the verbiage that truck must be out of Town by 4:00PM? There would be occasional days where if we do experience operational issues, we'd have to be in Town past 4:00PM to get a route done. We would definitely notify the Town ahead of time if there was any circumstance, we'd have to be in Town past 4:00PM to finish collecting a route.
6. Is the Town sending the IFB to cart manufacturers to be able to bid on the cart portion, outside of the collection? If Casella purchases the carts, we are willing to manage the program, however if the Town would like to own the carts, the Town would be responsible for purchasing and managing the cart program.
7. Would the Town consider changing the verbiage on page 8 stating that all material must be dumped same day as it's collected? This is almost impossible to guarantee due to potential operation issues such as trucks breaking down and disposal sites being closed on certain days.
8. Would the Town consider changing the verbiage on page 8 regarding the tracking of households serviced to 95% or better accuracy? There currently is no way for us to do this, but we are working towards technology that will be able to help work towards this to a certain capacity.
9. On page 9, it states "The contractor for Residential household compost collection will maintain and service all container for the length of the contract" however there is nothing in the IFB about curbside composting collection. Is this a service the Town is looking to include in curbside collection?
10. Would the Town consider changing the verbiage on page 9 around the contractor being responsible for charges associated with recycling contamination? If Casella is going to continue to bring material to ecomaine, we will not be responsible for any contamination charges from

ecomaine. If material is going to a Casella facility, we will collaborate with the Town to limit the contamination via tagging programs and education.

11. Would the Town consider an alternative bid option for Contractor owning, purchasing, and managing cart program included in the cost of collection and the cost of collection without carts, meaning the Town would purchase and manage their own cart program. We do not currently offer an option where Casella purchases and manages carts, but the Town would own them at the end of a term. If Casella purchases carts, the branding of the carts would be Casella. If the town purchases carts, the branding can be decided by the Town.
12. Would the Town consider changing the language on page 24 around locking in the cart pricing for a certain number of years? Due to the fluctuating cost of resin, there is no cart manufacturer that would agree to this. They can only lock in pricing for about 3-4 months at a time.



## TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

### **Responses to Casella Questions dated 08/01/2023**

1. The Town will agree to the use of equipment exceeded 8 years in life, for temporary periods not to exceed 30 days in length.
2. The Town agrees that MSW can be disposed of at the Wells Facility as an alternative.
3. We prefer to keep the language as is, that the contract can be extended for a 5 year period.
4. The Town will consider changing the CPI to up to 8% annually. We want to measure the CPI from December to December so that we can budget accordingly for the next July fiscal year.
5. The Town is willing to extend the time that trucks must complete their routes to 6:00 pm. There currently exists an opt-out provision with the approval of the Town Manager, and we will maintain that provision for emergencies.
6. We are sending bids to cart manufacturers independently.
7. The Town will change the language to, no mixing of materials between Kennebunkport and any other customers will be tolerated. Should the contractor mix recycling or MSW with another community or commercial customer the Town will impose a \$1,000 fine.
8. The Town is willing to extend the date for which technology be in service to within 2 years of the start date of the contract.
9. The composting provisions of the IFB should be ignored. This was an error on the part of the Town.
10. The contractor may choose a different recycling processing center.
11. The Town wishes to own the carts at the end of the 5-year contract.  
Contractors may choose to not bid on that alternate.
12. The Town understands that it is difficult to lock in pricing that far in advance.