
To: All Bidders
From: Town of Salina
Re: Trash & Brush Bids

**Bid For Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables
& Bid For Collection of Brush Addendum**

The Town is in receipt of a letter from Syracuse Haulers Waste Removal Inc. (“SHWR”) dated August 23, 2022, attached hereto as **Exhibit A** and made a part hereof. Below please find the following questions posed by SHWR and the Town’s responses:

1. Adjustments Changing for OCRRA Rates

Question Posed: In both sets of contract documents, section 1.04. Special Conditions letter n. contract adjustments deals with the potential future change in OCRRA rates for disposal. The language as drafted states there must be a 10% change to warrant an adjustment from the bid price. 10% is far greater than the historic increments of change from OCRRA. The standard language for disposal changes in other municipal bids has allowed for all disposal changes in the amount contracted by OCRRA . . .

Answer: Given the historic OCRRA tipping rates, and, market standards, the Town will amend the Information for Bidders and Contract for Collection and Disposal of all Refuse, Rubbish, Garbage, and Recyclables (“Trash Bid Documents”) and the Information for Bidders and Contract for Collection and Disposal of all Brush (“Brush Bid Documents”) to reflect that in the event the tipping fee at the Onondaga County Resource Recovery Agency facilities increases or decreases 5% or more from the year 2022 base tipping fee, the Hauler and the Town agree to adjust the Hauler’s fee.

An amendment to the Trash Bid Documents and an amendment to the Brush Bid Documents reflecting the same shall be uploaded to the Town’s website on or about 8/29.

2. Fuel Adjustments

Question Posed: Neither set of Town of Salina contract documents have a section for a fuel adjustment. Would the Town of Salina provide a provision for a fuel adjustment? . .

Answer: Given market conditions and market standards, the Town will amend the Trash Bid Documents and the Brush Bid Documents to reflect the following:

The Hauler is permitted to submit an annual adjustment for fuel expense under the following guidelines:

- 1) The Hauler must estimate monthly fuel usage and base per gallon price as set forth on the Energy Information Administration, Official Energy Statistics from the United

States Government (EIA) as part of its Bid. The base rate submitted shall consider any averaging, regional or market conditions stated therein and shall control for contract year 2023.

2) On October 1st of 2025, if the Town has elected to proceed with the first option year contract, the Hauler will submit the gas rate per gallon based on the averages set forth on the "EIA" website. This base rate will be used for next 15 consecutive months through close of the first option year (December 31, 2026).

4) On October 1st of 2026, if the Town has elected to proceed with the second option year contract, the Hauler will submit the gas rate per gallon based on the averages set forth on the "EIA" website. This base rate will be used for next 15 consecutive months through close of the second option year (December 31, 2027).

5) The Hauler or the Town may submit on October 1, 2023 and October 1, 2024 an adjustment (in the form of a credit or debit) for fuel charges. This adjustment is based on the per gallon price set in the bid and on October 1st of the following year and based on the "EIA" website. A price adjustment shall be requested not later than 60 days from such dates either on behalf of the Hauler or the Town.

6) Notwithstanding anything contained herein this section to the contrary, an adjustment for fuel charges shall be due only when the per gallon price set at bid or on October 1 during the term of the Contract is equal to but not less than 5% of the base rate for the period in question. Adjustment shall not in any event exceed 10%. In all other cases, there shall be no adjustment.

7) The annual adjustment is only granted based on monthly fuel usage records and supporting evidence from "EIA".

An amendment to the Trash Bid Documents and an amendment to the Brush Bid Documents reflecting the same shall be uploaded to the Town's website on or about 8/29.

Exhibit A

Syracuse Haulers Waste Removal Inc.

August 23, 2022

Town of Salina
Nicholas Paro, Supervisor
201 School Road
Liverpool, NY 13088

Re: Contract Documents for Collection and Disposal of Refuse, Rubbish, Garbage and Recycling
Re: Contract Documents for Collection and Disposal of all Brush

Dear Supervisor Paro:

As directed in the Contract Documents, Syracuse Haulers Waste Removal, Inc. (SHWR) submits these below questions in writing.

In both sets of contract documents, section 1.04. Special Conditions letter n. contract adjustments deals with the potential future change in OCRRA rates for disposal. The language as drafted states there must be a 10% change to warrant an adjustment from the bid price. 10% is far greater than the historic increments of change from OCRRA. The standard language for disposal changes in other municipal bids has allowed for all disposal changes in the amount contracted by OCRRA. For example:

Town of Manlius – In the event the OCRRA changes its tipping fee through a rebate, user fee, or simply increases or reducing the tipping fee, then the amount to be paid to Contractor shall be either increased or decreased, as the case may be, by the change in the tipping fee.

Town of Cicero – If the tipping fees at the OCRRA facility is increased or decreased from the amount specified during the term of this contract, the monthly payment owing to the Contractor hereunder shall thereafter be adjusted upwards or downwards, as the case may be, by an amount equal to the product obtained by multiplying the actual monthly tonnage by the dollar amount of the adjustment to the tipping fee.

Neither set of Town of Salina contract documents have a section for a fuel adjustment. Would The Town of Salina provide a provision for a fuel adjustment? For example:

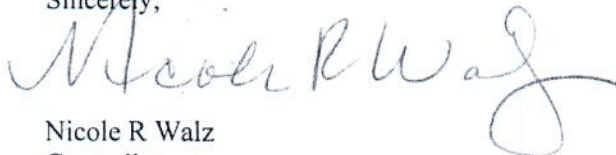
Village of North Syracuse – Should the price of fuel increase or decrease by 10%, the contract price shall be adjusted upwards or downwards as the case may be, by an amount equal to the product obtained by multiplying the actual number of gallons consumed in executing the contract times the fuel cost differential per gallon.

Town of Manlius – The contractor is permitted to submit an annual fuel adjustment based on the per gallon price at time of the bid set forth on EIA website only when the price per gallon during the term of the contract is equal to, but not less than 5% +/-.

I can be reached at (315) 426-6771 or nicole@syracusehaulers.com should you wish to discuss and of the above.

Thank you for your assistance.

Sincerely,



Nicole R Walz
Controller