

Technical Prospectus

for the

Proposed Municipality of Anchorage Resource Recovery Center (RRC)

Municipality of Anchorage

Solid Waste Services

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PRESENTED TO

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1.0 BACKGROUND INFORMATION

1.1 GENERAL MOA/SWS PROFILE

The Municipality of Anchorage (MOA), Department of Solid Waste Services (SWS) has developed an Integrated Solid Waste Master Plan (ISWMP) that incorporates strategies designed to continue to improve the efficiency of its services and operations through capital improvements and new practices/programs that reduce waste generation, encourage reuse of materials, and increase recovery and recycling of materials to realize prolonged life at the Anchorage Regional Landfill (ARL). The ISWMP includes the following:

- Development of Strategies for Short, Medium and Long-term System Plans
- Optimization of Capacity at the ARL by
 - Optimizing Airspace Utilization
 - Evaluating Expansion Alternatives
 - Considering Alternative Technologies
- Assessment of Diversion Opportunities
- Optimization of Central Transfer Station Operations

As a municipality of almost 300,000 people, Anchorage generates a large quantity of solid waste each year. Solid waste is generated by residents (*single family and multi-family households*), institutions, commercial enterprises, and industry (ICI). Management of solid waste in the MOA is provided through both public and private services. Within the SWS Service Area, collection service is provided by MOA SWS for the ICI sector and residential households. Fees for collection of trash and recyclables are based on the volume and frequency of collection required. Available recycling collection includes single stream recycling collected from rolling carts and commercial mixed-paper/cardboard recycling collected from dumpsters.

Throughout the MOA, including the SWS service area, larger generators (*those requiring roll-off bins and compactors*) are serviced by private waste haulers. Outside of the SWS service area, collection service is available from private haulers. Alaska Waste (*a division of Waste Connections*) provides the majority of solid waste collection in the MOA. For most customers, collection fees are based on the material collected, container size, and collection frequency. All collection services outside of the SWS Service Area are an open market and subscription based as there are no mandatory services. Alternatively, residents and businesses may self-haul materials to recycling locations, transfer stations, or the ARL.

The majority of recycled materials in the MOA is self-hauled to drop-off locations. Recycling drop-off service, provided via twenty-one (21) drop-off sites (*which includes niche recycling sites like business that recycle electronics or batteries*), is largely managed by the private sector, including sites at the Anchorage Recycling Center (ARC), many grocery stores (*Carrs/Safeway*), high schools, and other locations. Specialty drop-offs are available for electronics, and the MOA accepts electronics, oil, tires, batteries, and maintains household hazardous waste at the ARL and its existing Central Transfer Station (CTS or Facility). The CTS also provides recyclables drop-off bins. Although small commercial businesses may use the drop-off services, commercial recycling collection service is available for large businesses in town (*grocery stores, hospital, hotels, etc.*), or they may choose to backhaul packaging through their existing logistics chains. The ARC (*operated by WestRock CP, LLC*) is currently the primary service provider of managing recyclables in the MOA. The ARC provides drop-off bins for public use and accepts source separated recyclable paper, glass, metals, and plastic, as well as single stream recyclables collected from residents (ResMix) and the ICI sector.

1.2 DESCRIPTION OF EXISTING CTS FACILITY AND HISTORICAL OPERATIONS

The existing CTS is located on the site of the former waste receiving, shredding and compacting facility that operated from the mid-1970s until the construction of the CTS in its current form approximately thirty (30) years ago (1986-87).

Bounded to the north by E. 54th Avenue, to the west by three (3) privately owned, adjoining lots, to the south by E. 56th Avenue, and to the east by three (3) privately owned, adjoining lots, the CTS property includes three (3) parcels that combine to provide approximately 11.4 acres.

The CTS is currently the largest transfer facility in the SWS system and currently operates at a capacity of approximately 1,600 tons per day. As described below, transfer operations will be relocated upon completion of construction of the new facilities. A site plan of the property that composes the CTS is included as Attachment 1. The largest portion of the property (*formerly designated as 009-252-09-000 – referred to as the CTS Parcel*) comprises 7.1 acres which contain the following assets and operations:

- Transfer Station Building (33,830 SF):
 - Ground Floor SF ≈ 30,880
 - Concrete Tipping Floor SF ≈ 24,640
 - Two (2) Loadout Hoppers & Utility Area SF ≈ 6,240
 - Dual Full Grade Separation Loadout Tunnel SF ≈ 2,950
- Office/Warm Storage Building (25,730 SF):
 - First Floor SF ≈ 18,850
 - Second Floor SF ≈ 6,880
 - The south end of the Building utilizes ≈ 5,550 SF of the first floor and the entire second floor for employee facilities and administration offices (*≈ 12,430 SF total*).
 - The remainder of the Building allows ≈ 13,300 SF of the first floor for support services that include vehicle/equipment maintenance and warm storage.
- Employee Parking Area:
 - Providing ≈ 58 parking spaces (*including four (4) ADA parking spaces*)
- Access from E. 56th Ave. to a Commercial Scale House and Truck Scales (*for commercial haulers*), and access from E. 54th Ave. (*via Juneau St. extension*) to a Residential Pay Booth (*for residential customers*).
- HHW/Reuse Receiving & Storage Area with two (2) stationary Railcars & Shed
- Residential Drop-Off and Recyclables Receiving & Storage Area
- Used Oil Receiving and Storage Area
- Bulky/White Goods Receiving & Storage Area
- Fueling Island (*for SWS equipment and vehicles*)
- SWS Vehicle Parking/Storage Area

The remaining property (*formerly designated as 009-252-22-000 & 009-252-23-000 – referred to as the AAA Parcels*) combine to include 4.3 acres that contain the following assets and operations:

- Access from E. 56th Ave. (*via the former Ingra St.*) & E. 54th Ave. to Container Storage Area
- Three (3) single-story Cart Storage Buildings (*repurposed, former “self-storage” units*)
- SWS Vehicle Parking/Storage Area (*vehicles and equipment*)
- Following the recent replatting, the AAA parcels now include the vacated Ingra St. right-of-way

Hours for residential operations are Monday through Saturday -- 8:00 a.m. to 5:00 p.m. Commercial operating hours are Monday through Friday -- 6:30 a.m. to 5:00 p.m. The CTS is open to the public Saturday 8:00 a.m. to 5:00 p.m. and is closed on Sunday and on free disposal days.

As of June 2021, current disposal rates at the CTS are \$18 for a pickup truck (*5 cubic yards or less*), \$8 for a car (*1 cubic yard or less*) and \$4 for up to four (4) conventional garbage bags. Fees for the truck and car also include \$2 for the recycle surcharge. Disposal fees for commercial vehicles and trailers are \$67.73 per ton (2021), plus a \$2.00 per ton recycling surcharge and a \$16.00 minimum charge.

Operating efficiency at the CTS is largely governed by the number of vehicles accessing the site per day, particularly residential vehicles. In general, Saturdays and Mondays have been the highest observed traffic days, with commercial traffic peaking on Mondays (*following Facility closure on Sundays*) with residential traffic increasing on Saturdays. Challenges experienced at CTS include those resultant from the large residential vehicles counts at an adapted transfer station that has remained in operation for 30+ years, and solid waste and recycling (*materials management*) services and practices that have evolved since the Facility was originally contemplated.

As a result, MOA/SWS has commissioned construction of a new transfer station (*Jack E. McAllister Central Transfer Station or JEM CTS*) on undeveloped property south of 56th Street and adjacent to the existing CTS to better accommodate current and future waste transfer to the ARL for final disposal. Once complete, solid waste transfer operations at the existing CTS will cease, and commercial and residential solid waste customers will utilize the newly constructed JEM CTS for more convenient access to address their solid waste and household waste management needs.

1.3 DESCRIPTION OF EXISTING CTS FACILITY REPURPOSING

While the existing CTS is no longer suitable and appropriate to service the high-volume, long-term waste diversion, transfer and management needs of SWS, the Facility, as currently situated and equipped, possesses an intrinsically valuable infrastructure platform suitable to support lower volume recycling and diversion operations that are consistent with the goals of MOA/SWS and the ISWMP to promote and enhance material recovery, reuse and waste diversion opportunities in the MOA. There is currently limited infrastructure in the MOA to process and transport recyclable materials for beneficial use.

To this end, the MOA/SWS desire to lease portions of the CTS to a Contractor who will operate a Resource Recovery Center (RRC) to conduct recycling operations that support the needs of the MOA, subject to the conditions contained herein.

1.4 DESCRIPTION OF THE MATERIALS TO BE RECEIVED, PROCESSED, AND RECOVERED AT THE RRC

As conditions of the Lease, the Contractor shall conduct recycling operations on-site to support the delivery, processing, consolidation, and shipment of curbside recyclable commodities that, at a minimum, shall include the following:

- Ordinary News Print (ONP)*
- Old Corrugated Cardboard (OCC)*
- Mixed Paper*
- Office Print
- Plastics (PET #1, HDPE #2, Shrink Wrap, Misc.)*
- Ferrous and Non-ferrous Metals
- Steel/Tin Containers*
- Aluminum Containers / Used Beverage Cans (UBC)*
- Aluminum Foil
- Glass

Delivery of the above may be received at the RRC sorted by individual commodity or, for those noted above with an asterisk (*), commingled via automated curbside pick-up (ResMix).

1.5 FACILITY ASSETS AND DESCRIPTION OF SHARED USE

As part of the Lease, the Contractor will have full access and use to the CTS subject to limitations contained within this Section, which defines portions of the site that SWS will retain for use and operational control, or share with the Contractor, during the term of the Lease:

1. Transfer Station Building - SWS shall retain operational use of approximately 13,200 SF (*including the below grade loadout tunnel area*) of the east portion of the building as identified within Attachment 2. It is envisioned that SWS will utilize this portion of the Building to support the receipt, consolidation and transfer of source separated organics (SSO).
2. Commercial Scale House and Truck Scales – SWS and the Contractor shall share the use of this asset. It is envisioned that the Contractor shall utilize the commercial Scale House and Truck Scales to weigh and record material deliveries/shipments of curbside recyclable commodities to and from the RRC. It is envisioned that SWS shall utilize the Scale House and Truck Scales to weigh and record deliveries and shipments of SSO. The Contractor shall be responsible for the operations and maintenance of the scales and for the scale software as necessary to support their operations. SWS shall be able to access the Scale House and utilize the Truck Scales as necessary.
3. Residential Pay Booth – The Contractor shall have full access and use of the Residential Pay Booth.
4. Office/Warm Storage Building – SWS shall retain full use and control of the second floor of the Office Building, approximately 6,880 SF. It is envisioned that SWS shall occupy with their own support staff, or lease the space to a third-party user.
5. Employee Parking Area – SWS shall retain use of approximately half of the currently designated employee and visitor parking spaces, with the Contractor having use of 25 spaces and SWS (*and/or the future Office Building tenant*) retaining 30 spaces. The currently designated accessible parking spaces will remain shared, separate from the above designated spaces.
6. HHW/Reuse Receiving & Storage Area – SWS will retain the use of this portion of the property, approximately 15,900 SF for access to and from the Container Storage Area.
7. Container Storage Area - SWS will retain the use of this portion of the property, approximately 64,200 SF for container storage and access to and from the Cart Storage Buildings.
8. Cart Storage Buildings - SWS will retain the use of the structures on the AAA Property, approximately 13,800 SF (*combined*).

1.6 DESCRIPTION OF BENEFITS TO SWS AND THE CONTRACTOR

There are significant benefits to be realized by the SWS and the Contractor in the execution of a Lease that supports the operation of the RRC.

Benefits to SWS:

- The existing CTS will continue to be productive, adapted for reuse after solid waste transfer operations cease. This ensures that, to the degree possible, historical capital investments of the MOA/SWS are put to their highest, best and longest-term use.
- As the Facility has served as a waste processing and transfer operation for decades, the proposed use and operations as the RRC are compatible with surrounding land use and have immediate access to adequate truck routes for the receipt and shipment of outbound materials.

- The RRC will serve as an accessible, conveniently located platform to enhance and promote recycling in the MOA, helping the MOA to achieve the targeted 25% recycling rate within the 2019 Integrated Solid Waste Master Plan.
- SWS will have a dedicated operational platform to SSO diversion activities within the MOA.

Benefits to the Contractor:

- The Contractor shall have long term lease security with SWS that is committed to enhancing recycling in the MOA.
- As the CTS is equipped with infrastructure specifically geared toward supporting the delivery and consolidation of materials for shipment, the Facility possesses intrinsically unique infrastructure to support the RRC. These infrastructure advantages will provide the Contractor an opportunity to realize operational advantages that may otherwise go uncaptured.
- MOA/SWS is making available access to funding geared toward Facility capital improvements as identified by the Contractor. Because these improvements will be implemented as a result of direct input from the Contractor, it is best assured that the improvements would be optimized to the operational desires of the Contractor.
- Because the citizenry of the MOA has been users of the CTS for decades, they are already familiar with the Facility, its access and infrastructure, and its general operational layout. The proximity to the new JEM CTS provides increased convenience for residents and is expected to drive RRC residential throughput.

1.7 ANTICIPATED DAILY USAGE AND RECYCLING TONNAGE

The combined tonnage of recyclable materials collected by MOA/SWS and private haulers for receipt within the downtown area of Anchorage in calendar year 2019 is presented below for reference. These presented tonnages are considered typical, but are subject to change based on future market conditions. These values do not represent guaranteed minimum or maximum tonnages to be expected at the proposed RRC and are for reference only.

Recycling remains a priority for MOA/SWS and efforts within MOA are anticipated to continue to increase the quantities of recyclables diverted from the landfill.

Material Description	Total Accepted at the Anchorage Recycling Center in 2019 (tons) <i>(approximate)</i>
Ordinary News Print (ONP)	300
Old Corrugated Cardboard (OCC)	8,850
Mixed Paper	2,150
Office Print	2,750
Plastics (PET #1, HDPE #2, Shrink Wrap, Misc.)	140
Ferrous and Non-ferrous Metals	630
Steel/Tin Containers	90
Aluminum Containers / Used Beverage Cans (UBC)	175
ResMix	5,950
Aluminum Foil	<2
Glass	1,050

2.0 CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 GENERAL

This Section provides a summary of the performance responsibilities and financial obligations that the Contractor will assume in implementing the Lease. All Bidders must respond to the entire scope of services. Responses to less than the entire scope of services may be rejected as non-responsive and disqualified from this procurement process. Bidders are advised that the Lease will be the definitive statement of the responsibilities of the Bidder for award.

2.2 STRUCTURES AVAILABLE TO THE CONTRACTOR

As part of the Lease, the Contractor will have access to and use of the Facility subject to limitations contained within this Section and Section 3, which defines portions of the Facility that SWS will retain use and operational control, or share with the Contractor, during the term of the Lease.

2.2.1 Transfer Station Building

The Contractor shall have operational use of approximately 18,300 SF of the western portions of the Building as identified within Attachment 2. It is envisioned that the Contractor would utilize this portion of the Building for the receipt, processing and transfer of residential and commercial recyclable commodities as identified within this RFP. It is SWS' expectation that there will not be limitations to the volume or type of customers who will be dropping off accepted materials at the RRC. Bidders are to discuss any anticipated limitations within their proposal submitted to SWS.

2.2.2 Office/Warm Storage Building

The Contractor shall have full access and use of the first floor of the Office, approximately 5,550 SF, and full access and use of the Warm Storage Building, approximately 12,400 SF.

As part of their proposal submitted to SWS, Bidders are to describe their desired office space (including number of offices, conference spaces, filing/storage rooms, etc.).

2.2.3 Commercial Scale House and Truck Scales

SWS and the Contractor shall share the use of this asset. It is envisioned that the Contractor shall utilize the Scale House and Truck Scales to weigh and record material deliveries/shipments of curbside recyclable commodities to and from the RRC. The contractor shall be responsible to maintain the scale system and software requirements, including but not limited to DOT certifications, software programming, and maintenance.

It is envisioned that SWS shall utilize the Commercial Scale House and Truck Scales to weigh and record deliveries and shipments of SSO.

2.2.4 Residential Pay Booth

The Contractor shall have full access and use of the Residential Pay Booth, approximately 180 SF.

2.3 OTHER AREAS AVAILABLE TO THE CONTRACTOR

The Contractor shall have use of balance areas within the existing property as marked for Contractor occupancy on the site plan within Attachment 2 (*excluding structures*), approximately 215,000 SF (\pm 4.9 acres), for such

activities such as employee parking, truck parking and staging areas and container/equipment storage. Activities conducted by the Contractor on these other site areas within the existing property shall be identified by the Contractor and the operation of these areas shall be described in an operating plan as described in Section 2.9 and as approved by MOA/SWS.

2.3.1 Employee Parking Area

SWS shall retain use of approximately half of the currently designated employee and visitor parking spaces, with the Contractor having use of 25 spaces and SWS (*and/or the future Office Building tenant*) retaining 30 spaces. The currently designated accessible parking spaces will remain shared, separate from the above designated spaces.

2.4 CAPITAL IMPROVEMENTS AND EQUIPMENT

The MOA/SWS understands that the Contractor may propose desired capital improvements to the Facility which would assist in their recycling operations at the RRC. As part of this effort, the Contractor shall provide a conceptual site plan indicating the nature of the proposed improvements.

The MOA/SWS shall coordinate with the selected Contractor to confirm/finalize and concur with any proposed capital improvements at the RRC. MOA/SWS shall be responsible for the design and construction of any capital improvements at the RRC in collaboration with the Contractor, with the express intent to support the successful fulfillment of the Contractor's responsibilities under this scope of services for the RRC. MOA/SWS shall review and approve any capital investments into the property and retains the ability to reject proposed modifications. All improvements and additions made to the Facility and any fixed equipment the Contractor installs at the Facility will become the property of SWS upon installation.

2.5 CONTRACTOR OPERATIONS

The Lease for the RRC shall be contingent on the Contractor undertaking the following activities for the term of the Lease, and in accordance with the terms identified within the Lease and this Section herein:

- The Contractor shall operate the RRC as a resource recovery facility such that it receives, processes and ships recyclable commodities as identified in Section 1.4;
- The Contractor shall receive recyclable commodities from MOA residential users free of charge for the term of the Lease;
- The Contractor shall maintain the RRC in accordance with Section 2.10;
- The Contractor shall make the RRC available to the public in accordance with Section 2.11;
- The RRC shall be operated by the Contractor in accordance with Sections 2.12 through 2.19;
- The Contractor shall make efforts, through procedures and investments, to protect workers' health and safety in accordance with local, state, and federal guidelines and regulations;
- The Contractor shall perform routine housekeeping in accordance with Section 2.20.

2.6 PERMITS

2.6.1 SWPPP

SWS shall be responsible for the development of the site Storm Water Pollution Prevention Plan (SWPPP) for the complete property and the required inspections. The Contractor shall be responsible for maintaining best management practices (BMPs) and conducting operations at the RRC in adherence with the SWPPP.

2.7 OWNERSHIP

During the term of the Lease, SWS shall retain ownership of the Facility. In addition, all improvements and additions made to the Facility and any fixed equipment the Contractor installs at the Facility will become the property of SWS upon installation.

2.8 OVERSIGHT

SWS will exercise oversight of the Contractor during the term of the Lease to assure compliance with SWS's provisions, as further described in Section 3.8.

2.9 OPERATIONS PLAN

As a part of its proposal, the Contractor shall provide SWS an Operations Plan describing how the Contractor shall conduct RRC operations and as to how the Contractor shall adhere to the Operations Plan during the term of the Lease. The Contractor shall develop the RRC Operations Plan to comply with any applicable MOA, County, State or Federal requirements. The Operations Plan shall include, but not be limited to, a schedule for basic operation and maintenance activities, permits required, record-keeping and monitoring; a staffing plan identifying the staffing requirements to operate; a training program and schedule; data collection and reporting procedures; a plan for coordinating receipt and shipment of recyclables to and from the Facility; emergency response procedures; procedures for compliance with OSHA requirements; safety; security; a worker health and safety plan; a fire and contingency response plan; and a description of plans for safely accommodating customers and visitors at the RRC.

Additional detail regarding the content of the Operations Plan to be submitted with the proposal can be found under Section 4 of this Technical Prospectus.

During contract negotiations and during subsequent operations as deemed necessary, SWS/MOA may require modifications to the Operations Plan and RRC operations.

2.10 MAINTENANCE, REPAIR, AND REPLACEMENT

The Contractor shall provide and perform, at its own expense, all maintenance, repair, and replacement of any of their machinery, rolling stock and equipment necessary to conduct safe and efficient recycling operations at the RRC.

The Contractor shall maintain tenant-controlled buildings, properties, and site infrastructure in good working order condition and repair and in a clean and orderly condition. Contractor shall be responsible for janitorial and cleaning services of the tenant-controlled facilities and shall conduct predictive, preventive and corrective maintenance after consultation and concurrence from SWS. SWS shall maintain permanently installed heating, plumbing, electrical and components at each facility. Maintenance needs shall be reported to the Contract Manager as needed.

The Contractor shall be responsible for providing all housekeeping activities as outlined in Section 2.20 and shall be responsible for all costs associated with the repair of Contractor imposed damage to the RRC.

2.11 DAYS AND HOURS OF OPERATION

At a minimum, the Contractor shall make the RRC available for residential customers to drop off recyclable materials from Monday through Friday, 7:30 am to 5:00 pm, and Saturday, 8:00 am to 5:00 pm, with the exception of the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may expand these operating hours for commercial and/or residential customers, but shall be responsible to maintain safety and security of the property by oversight or closure of perimeter fencing while third-parties are accessing the site. If accommodations are made to allow unstaffed automated scale transactions, the site gate(s) must be modified at the Contractor's expense to provide corresponding automation and ensure site security.

2.12 ACCEPTANCE AND STORAGE OF UNPROCESSED MATERIALS

All recyclable commodities shall be accepted, stored and processed within either the former Transfer Station Building or the Warm Storage Building and shall be processed for shipment timely. Outdoor stockpiling or storage of processed or baled material prior to shipment shall be minimized to aid in litter control, housekeeping, and material quality.

2.13 HANDLING OF HAZARDOUS AND OTHER UNACCEPTABLE MATERIALS

Hazardous and other Unacceptable Materials shall not be accepted at the RRC. Should Hazardous and other Unacceptable Materials delivered to the RRC, it shall be set aside in appropriate containers and isolated from recyclable commodities. The Contractor shall notify SWS immediately upon discovery of Hazardous Materials and shall take actions to identify the hauler responsible for delivery. The Contractor will remove (*or cause to be removed*) such Hazardous and other Unacceptable Materials from the RRC in a lawful manner at their expense.

2.14 MARKETING AND SHIPMENT OF COMMODITIES

The Contractor shall be wholly responsible for the marketing and transport/shipment of recyclable materials from the RRC. The Contractor shall retain all proceeds that result from the sale of recyclable materials. The Contractor shall maintain complete and accurate accounts for all transactions and make recyclable quantities available to MOA/SWS for the purposes of tracking, and further promoting, recycling within the MOA.

2.15 PERSONNEL

The Contractor shall, at its cost and expense, provide all necessary personnel to perform the RRC operations in a professional and safe manner as conditioned in the Lease. The Contractor shall provide on-site managers at all

times when Contractor personnel are on-site. The managers shall also be present to accept all material and equipment deliveries as well as when subcontractors are working on-site. The on-site manager shall have the authority to direct the work force and be able to make operational decisions for the Contractor. This individual shall hold all training and processing credentials necessary to comply with the Contractor's own safety programs, the Operating Plan, and any other applicable regulatory requirements.

2.16 UTILITIES

The Facility is currently served by potable water, sanitary sewer, electric, natural gas, telephone/internet utilities. There are currently four (4) separate utility meter locations for electric, natural gas, and water/sanitary sewer (per SWS). One (1) service is provided for the combined Office Building/Warm Storage, one (1) service includes the utilities associated with the Transfer Station Building, and two (2) connections are dedicated to the assets on the AAA property that will remain under MOA/SWS control. The two (2) AAA property connections will be paid directly by MOA/SWS, and the remaining will be divided as described below.

To accommodate the shared use of assets and spaces serviced by the existing utility meter configuration, the Contractor and MOA/SWS will be responsible for the portion of each utility payment associated with their individual assets based on an agreed upon formula to be negotiated upon award, accounting for expected demand and proportion of occupancy, separate and above the Lease payment.

At the beginning of the proposed lease term it is expected that the second story of the Office Building will remain vacant. MOA/SWS will be responsible for the utilities necessary for maintenance and periodic security access, based on a calculation to be negotiated and finalized upon award. The Contractor shall be responsible for payment of the remaining Office Building/Warm Storage utilities.

Based upon electrical consumption of the Facility over the last three (3) years, MOA/SWS has an understanding of the utility demand associated with the operation of the existing Transfer Station Building. MOA/SWS shall be responsible for paying utility costs, as determined from historical demand of the Transfer Station Building, on a pro-rata basis equal to the proportion of the Transfer Station Building that MOA/SWS shall retain for the purposes of conducting organics diversion operations, and the expected demand of individual processes within the space. The Contractor shall be responsible for the cost of electricity within the existing Transfer Station Building in excess of the consumption as paid for by the MOA/SWS, as quantified by the formula negotiated upon award.

As part of this Section, the Contractor is to identify any processing equipment they intend to mobilize and operate on site and the associated annual electrical demand of such equipment, to inform development of the utility responsibility formula.

The Contractor shall be responsible for the payment of utilities relating to Contractor operations as described above, separate from the agreed upon Lease payment.

2.17 TRAFFIC MANAGEMENT

The Contractor shall be responsible for implementing and enforcing a plan for traffic control of vehicles entering and departing the RRC to ensure safe and orderly traffic flows on-site between commercial operations and residential users. Traffic control measures may include lane delineations, signals, signs, and/or temporary barriers. The Contractor shall effectuate appropriate queuing for vehicles to prevent obstruction of the flows on-site and eliminate the possibility of off-site queuing of traffic.

2.18 USE OF EXISTING COMMERCIAL SCALE HOUSE AND TRUCK SCALES

The Contractor and SWS will share use of the Commercial Scale House and Truck Scales during operating hours. The Contractor shall be responsible for the routine maintenance and calibration of the truck scale. The Contractor shall be responsible for the integration and operation of the RRC weighing/tracking/ticketing system. The Commercial Scale House and Truck Scales shall remain accessible to SWS for the tracking and recording of SSO accepted by SWS at the site.

2.19 COORDINATION OF ACTIVITIES WITH SWS

SWS, third party contractors, and various other parties may conduct work at the RRC. These parties have projects, commitments, deadlines, and, in some cases, performance guarantees. The Contractor shall be aware that these other parties may be using the site roads, parking areas, entrances, exits, scales, and utilities and shall allow access to use these services and facilities. The Contractor shall work to coordinate access and use of all services and, at no time, shall it cause a disruption in service that will prevent the other parties from utilizing the facilities and services and activities at the site.

2.20 HOUSEKEEPING

2.20.1 Site Housekeeping, Litter Control, and Sweeping

The Contractor shall be responsible for operating the RRC in a “first-in-class” condition with respect to controlling litter outside of buildings and within site fence lines. At a minimum, the tenant-occupied and shared outdoor areas shall be patrolled daily for litter. Any vehicles, storage containers or on-site equipment shall be parked, stowed or stacked in an orderly fashion such that they can be easily accessed.

If it is ascertained that litter is being generated from delivery or transfer vehicles outside the fence lines, the Contractor shall be responsible for collecting such materials for processing at no additional cost.

The Contractor shall be responsible for the routine sweeping of RRC tipping areas, parking areas, vehicle maneuvering and storage areas and recyclable receiving and loading areas to assure these areas are free of accumulation of dust, dirt and unwanted residues such that they routinely present as “first-in-class” condition.

2.20.2 Vector Control

The existing CTS maintains a wildlife hazard management program through the U.S. Department of Agriculture, to deter avian vector (*birds*) from nesting on site and mitigate the potential for offsite impacts from site-associated vectors or litter. The Contractor shall be responsible to implement their own management plan to control vectors on and off site as necessary.

SWS can provide historic documents relating to the wildlife hazard management program requirements and implementation to the selected Contractor, if requested.

2.20.3 Housekeeping and Cleaning Operations

The Contractor shall be responsible for operating the RRC in a “first-in-class” manner with respect to overall housekeeping and cleaning.

The Contractor shall be responsible for the routine cleaning of within areas of site buildings which they occupy as part of the Lease.

The Contractor will be responsible for housekeeping and cleaning in the interior shared areas (i.e. *the Scale House and Truck Scales*).

2.20.4 Snow Removal

The Contractor shall be responsible for clearing snow from tenant-occupied and shared outdoor spaces. Snow removal activities shall occur, at a minimum, when snowfall events of greater than two inches (2") of accumulation has occurred.

Snow storage areas shall be coordinated upon award, to mitigate impacts to Contractor or SWS operations.

The Contractor shall be responsible for the prudent use and placement of de-icing agents on site pavements and sidewalks to minimize the possibility of slipping hazards at the RRC.

2.20.5 Landscaping and Mowing

The Contractor shall be responsible for landscaping, mowing, and yard care in tenant-occupied and shared outdoor spaces to maintain a professional appearance.

2.21 LEASE TERM AND RENEWAL OPTIONS

The term of the Lease shall be for 10 years, with up to four (4) 5-year mutual renewal options. The four (4) renewal options, if exercised, will be at the same conditions as the initial Contract term. The lease price will remain consistent, except as noted in the RFP.

2.22 CONDITION OF THE FACILITY AT END OF TERM

Upon the expiration of the contract, Contractor shall provide SWS with documentation as to the condition of building, building systems and equipment to remain.

2.23 TERMINATION

This agreement may be terminated:

- By mutual consent of the parties expressed in writing.
- By MOA where the awardee fails in any measurable way to perform its obligations under the agreement provided, however, that as a condition of the exercise of MOA's right of termination under this paragraph, MOA shall notify the awardee of its Intent to terminate this contract and state with reasonable specificity the grounds therefore, and the awardee shall have failed within 30 days of receiving the notice to cure the default complained of.
- By MOA when funds designated for this agreement's performance are not available due to budget considerations.
- For the convenience of MOA, provided that MOA notifies awardee in writing of its intent to terminate under this paragraph at least sixty (60) days prior to the effective date of the termination.

In addition to duties specified elsewhere in the agreement:

- In the event of termination of this agreement as described in this Section, the awardee shall promptly refund to MOA any unencumbered balance of funds paid to the awardee or otherwise dispose of said funds as MOA may direct.
- In the event of a final audit has not been performed prior to termination of this agreement, MOA reserves the right to recover an appropriate amount after fully considering the recommendations resulting from the final audit.

3.0 SWS RESPONSIBILITIES

3.1 GENERAL

This Section provides a summary of the performance responsibilities and financial obligations that SWS will assume in implementing the Lease.

3.2 STRUCTURES AVAILABLE TO SWS

SWS shall retain use and access to the Facility as contained within this Section and Section 2, which defines portions of the Facility that the Contractor shall have access, use and operational control, or share with SWS, during the term of the Lease.

3.2.1 Transfer Station Building

SWS shall retain operational use of approximately 13,200 SF (*including the below grade loadout tunnel area*) of the east portion of the building as identified within Attachment 2. It is envisioned that SWS will utilize this portion of the Building to support the receipt, consolidation and transfer of source separated organics (SSO).

3.2.2 Office/Warm Storage Building

Office/Warm Storage Building – SWS shall retain full use and control of the second floor of the Office Building, approximately 6,880 SF. It is envisioned that SWS shall occupy with their own support staff, or lease the space to a third party or municipal user.

3.2.3 Scale House and Truck Scales

SWS and the Contractor shall share the use of this asset. It is envisioned that the Contractor shall utilize the Scale House and Truck Scales to weigh and record material deliveries/shipments of curbside recyclable commodities to and from the RRC. It is envisioned that SWS shall utilize the Scale House and Truck Scales to weigh and record deliveries and shipments of SSO.

3.3 OTHER AREAS AVAILABLE TO SWS

SWS shall have access and use of below listed areas within the existing property for such activities such as storage, vehicle maneuvering, and employee parking. Activities conducted by SWS on these site areas shall be coordinated with the Contractor and contained in Section 3.19.

3.3.1 Employee Parking Area

SWS shall retain use of approximately half of the currently designated employee and visitor parking spaces, with the Contractor having use of 25 spaces and SWS (*and/or the future Office Building tenant*) retaining 30 spaces. The currently designated accessible parking spaces will remain shared, separate from the above designated spaces.

3.3.2 HHW/Reuse Receiving & Storage Area

SWS will retain the use of this portion of the property, approximately 15,900 SF for access to and from the Container Storage Area.

3.3.3 Container Storage Area

SWS will retain the use of this portion of the property, approximately 64,200 SF for container storage and access to and from the Cart Storage Building.

3.3.4 Cart Storage Buildings

SWS will retain the use of these structures approximately 13,800 SF (*combined*) for the storing of curbside roll-carts.

3.4 CAPITAL IMPROVEMENTS AND EQUIPMENT

The SWS may, at any point during the term of the Lease, undertake capital improvements or mobilize equipment within areas of the site for which it retains use or shares use either in support of SSO diversion operations or other activities deemed necessary. SWS will coordinate with the Contractor prior to and during implementation of such activities as discussed in Section 3.19.

In addition, the SWS to improve the existing CTS assets in preparation of its planned SSO diversion operations and in support of the proposed Contractor occupancy. The Future Facility Site Plan depicts the approximate conditions proposed to be developed by SWS.

3.5 SWS OPERATIONS

It is envisioned that SWS will create a physical barrier separating an operational area of approximately 10,200 SF of the eastern portion of existing tipping floor within Transfer Station Building from the balance of operating area within the Building as identified within Attachment 2. SWS desires to utilize this portion of the Transfer Station Building for the receipt/processing and transfer of SSO diversion and beneficial use. Under this plan, commercial SSO collection vehicles would back into the easternmost vehicle tipping bay access door on the southern elevation of the Transfer Station Building and would discharge SSO onto the tipping floor. The SSO may be temporarily stockpiled on the tipping floor prior to being loaded into transfer trailers that are located in the recessed loadout tunnel below the loadout portal/chute. All SSO material will be loaded into a transfer trailer prior to ceasing daily operations. Once filled, transfer trailers containing organics material would be hauled off-site for beneficial use.

3.6 PERMITS

3.6.1 SWPPP

SWS shall be responsible for the development of the site Storm Water Pollution Prevention Plan (SWPPP) for the complete property and for the required inspections. The Contractor shall be responsible for maintaining best management practices (BMPs) and conducting operations at the RRC in adherence with the SWPPP.

3.7 OWNERSHIP

During the term of the Lease, SWS shall retain ownership of the Facility. In addition, all improvements and additions made to the Facility and any fixed equipment the Contractor installs at the Facility will become the property of SWS upon installation.

3.8 OVERSIGHT

SWS will exercise oversight of the Contractor during the term of the Lease to assure compliance with its provisions. SWS may exercise oversight through formal designation of a SWS service coordinator who will be the liaison on a day-to-day, as-needed basis with the Contractor's Facility Manager. SWS may perform inspections to assure that the Facility is maintained in compliance with the terms of the Lease and will retain access to the property.

3.9 OPERATIONS PLAN

See Section 2.9 for Contractor responsibilities to prepare an Operations Plan.

3.10 MAINTENANCE, REPAIR AND REPLACEMENT

SWS shall provide or make provisions for all labor, materials, supplies and services which are necessary for the normal and ordinary maintenance of the site buildings and infrastructure and shall conduct predictive, preventive and corrective maintenance of the Facility.

The Contractor shall be responsible for providing all housekeeping activities as outlined in Section 2.20 and shall be responsible for all costs associated with the repair of Tenant imposed damage to the RRC.

3.11 DAYS AND HOURS OF OPERATION

SWS intends to make the SSO acceptance area available from Monday through Friday, 7:30 am to 5:00 pm, and Saturday, 8:00 am to 5:00 pm, with the exception of the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Depending on market conditions and ultimate materials to be accepted, SWS may cease SSO operations, especially in the winter months. Should SWS cease SSO operations for longer than one (1) month at a time, SWS shall provide 30 days' notice to the Contractor and the Contractor shall be responsible for utilities, routine maintenance, and housekeeping of shared assets that are typically defined under the responsibilities of SWS for SSO management and the Contractor shall have use of these areas.

3.12 ACCEPTANCE AND STORAGE OF UNPROCESSED MATERIALS

All recyclable commodities shall be accepted, stored and processed within the former Transfer Station Building, and shall be processed for shipment timely.

3.13 HANDLING OF HAZARDOUS AND OTHER UNACCEPTABLE MATERIALS

Hazardous and other Unacceptable Materials shall not be accepted at the SSO drop-off. Should Hazardous and other Unacceptable Materials delivered to the SSO drop-off, it shall be set aside in appropriate containers and

isolated from recyclable commodities. SWS will remove (*or cause to be removed*) such Hazardous and other Unacceptable Materials in a lawful manner at their expense.

3.14 MARKETING AND SHIPMENT OF COMMODITIES

SWS shall not be responsible for marketing or shipment of commodities accepted at the RRC.

SWS shall be wholly responsible for the marketing and transport/shipment of SSO accepted as part of SSO receiving operations.

3.15 PERSONNEL

SWS shall, at its cost and expense, provide all necessary personnel to perform SSO diversion operations in a professional and safe manner. SWS shall provide the Contractor contact information for an operation manager at all times when Contractor personnel are on-site.

3.16 UTILITIES

The Facility is currently served by potable water, sanitary sewer, electric, natural gas, telephone/internet utilities.

To accommodate the shared use of assets and spaces serviced by the existing utility meter configuration, the Contractor and MOA/SWS will be responsible for the portion of each utility payment associated with their individual assets based on an agreed upon formula to be negotiated upon award, accounting for expected demand and proportion of occupancy, separate and above the Lease payment. These calculations are further detailed under Section 2.16.

3.17 TRAFFIC MANAGEMENT

SWS shall be responsible for implementing and enforcing a plan for traffic control of vehicles entering and departing the SSO diversion processing areas to assure safe and orderly traffic flows on-site. SWS may choose to implement traffic control measures such as lane delineations, signals, signs, and/or temporary barriers.

3.18 USE OF EXISTING COMMERCIAL SCALE HOUSE AND TRUCK SCALES

The Contractor and MOA/SWS will share use of the Scale House and Truck Scales during operating hours. SWS shall be responsible for the integration and operation of the SSO division weighing/tracking/ticketing system as well as routine maintenance and calibration of the truck scale. The Contractor shall be responsible for the integration and operation of the RRC weighing/tracking/ticketing system.

3.19 COORDINATION OF ACTIVITIES WITH CONTRACTOR

The Contractor, third party contractors, and various other parties may conduct work at the Facility. These parties have projects, commitments, deadlines, and, in some cases, performance guarantees. SWS shall be aware that these other parties may be using the site roads, parking areas, entrances, exits, scales, and utilities and shall allow access to use these services and facilities. SWS shall work to coordinate access and use of all services and, at no time, shall it cause a disruption in service that will prevent the other parties from utilizing the facilities and services and activities at the site.

3.20 HOUSEKEEPING

3.20.1 Site Housekeeping, Litter Control, and Sweeping

SWS shall be responsible for conducting SSO diversion operations in a “first-in-class” condition with respect to controlling potential odor and litter associated with the receiving, temporary storing, and transfer of these materials.

SWS shall be responsible for the routine sweeping and/or washdown of the SSO diversion operating areas to assure these areas are free of accumulation of dust, dirt and unwanted residues such that they routinely present as “first-in-class” condition.

3.20.2 Vector Control

SWS shall be responsible to assist with the implementation of the Contractor’s wildlife hazard management program, only as associated with SSO operations conducted by SWS.

3.20.3 Housekeeping and Cleaning Operations

SWS shall be responsible for the routine cleaning within areas of site buildings which they operate during the term of the Lease. SWS shall have no responsibility for housekeeping and cleaning within areas solely occupied by the Contractor.

3.20.4 Snow Removal

SWS shall not be responsible for snow removal in shared and tenant-occupied areas. As the only outdoor area to be occupied solely by SWS, snow removal within the Loadout Tunnel shall be the responsibility of SWS.

3.20.5 Landscaping and Mowing

SWS shall not be responsible for landscaping and mowing at the Facility.

SWS resources may be available to provide mowing services for these shared and tenant-occupied areas. These services and payment to be negotiated with the Contractor upon award, if desired.

3.21 LEASE TERM AND RENEWAL OPTIONS

The term of the Lease shall be for 10 years, with up to four (4) 5-year mutual renewal options. The four (4) renewal options, if exercised, will be at the same conditions as the initial Contract term. The lease price will remain consistent, except as noted elsewhere.

3.22 CONDITION OF THE FACILITY AT END OF TERM

Upon the expiration of the contract, Contractor shall provide SWS with documentation as to the condition of building, building systems and equipment to remain.

3.23 TERMINATION

This agreement may be terminated in accordance with the terms described in Section 2.23 of this Technical Prospectus.

4.0 TECHNICAL PROPOSAL

All proposers shall provide an Operating Plan for the RRC, which includes sufficient detail with respect to the below Sections to convey to SWS how the Contractor plans to operate.

4.1 MATERIAL ACCEPTANCE AND ANALYSIS

Describe the procedures that will be used for the acceptance and characterization of recyclable materials from both residents and commercial customers, including screening techniques, guidelines for determining material acceptability, and criteria for deciding when a more comprehensive material screening analysis is needed. Provide a list of materials that will be accepted at the RRC, including the list within Section 1.4 at a minimum, and the materials that will not be accepted. Provide a description or example of the educational materials and/or signage that will be utilized to convey these material lists to residents.

Outline the procedures to be employed at the Residential Drop-Off to assure that residential recyclables are properly classified and unloaded prior to processing by the Contractor. Describe actions which would be taken in the event unacceptable materials/wastes are either accepted or left at the gate.

4.2 MATERIAL HANDLING, PROCESSING, AND STORAGE

Describe the procedures that will be followed for the handling, processing, and storage of materials accepted at the RRC. Provide information on how materials will be handled to ensure material quality and recyclability are maintained.

4.3 TRANSPORTATION

Describe procedures that are expected to be employed to transport processed materials to designated markets in accordance with all appropriate Federal, State and Local regulations.

4.4 END MARKET DESTINATION FOR RECYCLABLES

Provide a list showing the expected end market for all types of recyclable materials which are proposed to be accepted at the RRC, demonstrating that materials will be recycled in accordance with generally accepted industry practice. Provide copies of Contracts, Letters of Agreement or other documents demonstrating that your firm has an arrangement with end markets for all types of recyclable materials which are proposed to be accepted at the RRC.

4.5 RECORD KEEPING, REPORTS, AND MANIFESTS

Describe procedures that will be used to assure that all manifest, record keeping, and reports are completed and retained to document material accepted at the RRC, including acceptable recyclables and any waste residue or other unacceptable materials. Specifically describe any manual or computer record systems that will be used for these purposes. All reports will be made available to MOA/SWS upon request.

4.6 FACILITY AND EQUIPMENT INSPECTIONS

Describe the inspection procedures and schedule that will be used to assess the compliance status of all facilities and equipment and to detect any potential problem areas. Identify the project team member(s) responsible for inspections and compliance.

4.7 HEALTH AND SAFETY PLAN

Describe the health and safety plan that will be prepared and implemented to meet all applicable requirements of OSHA and the State of Alaska and for establishing protocols necessary to protect all personnel from potential hazards associated with Facility operations. The health and safety plan should also address measures to be implemented to protect the public from hazards while utilizing the RRC.

4.8 TRAINING PLAN

Describe the occupational safety and health training plan that will be prepared and implemented for all personnel involved in operations of the RRC.

4.9 EMERGENCY PREPAREDNESS AND CONTINGENCY PLAN

Describe procedures that will be used to be prepared for any emergencies and to minimize the possibilities and effects of a release, fire, or explosion. Describe the contingency plan that will be developed for the response to emergency situations which could occur in the operation of the RRC. Specifically identify the emergency coordinator who is responsible for directing response measures.

4.10 FACILITY AND EQUIPMENT MAINTENANCE

Describe procedures and schedules that will be employed to assure that all facilities and equipment are regularly maintained in accordance with the requirements described in this Technical Prospectus. Facility maintenance is defined as that maintenance required to keep the facilities and its equipment operating properly and looking neat and clean throughout the term of the contract. It includes repair of all damage caused by the Contractor. Maintenance does not include large capital expenditures for replacements unless the replacements are caused by improper maintenance or damage by the Contractor.

4.11 MATERIALS AND SUPPLIES

Provide a detailed tabular list of all furniture, equipment, vehicles, and materials that will be supplied by the Contractor in the daily operations of the RRC. The list shall include office furniture, computers, copiers, faxes, personal protective gear, emergency response equipment and supplies, vehicles, heavy equipment, stationary equipment (e.g. balers) and other equipment and materials the Contractor deems necessary for operation and maintenance of the RRC.

4.12 CONTRACTOR SUGGESTIONS/RECOMMENDATIONS

If the Contractor wishes to suggest/recommend alternate methods for the operation of the Facility which may allow the Facility to operate more efficiently and/or be of a financial benefit to the Municipality, the Contractor may do so in this Section. The Contractor shall clearly identify in detail all proposed benefits to the Municipality by accepting the Contractor's suggestions/recommendations. With the exception of this subsection, the Contractor's proposal shall be based on the requirements described in this Request for Proposal.

4.13 PROJECT ACCOUNTING

Provide a description of the cost accounting and records management system you would propose to use for financial information and documentation for all operations associated with the RRC.