

## ANDERSON COUNTY

### Request for Proposals #2319

#### Municipal Solid Waste (MSW) Disposal Services

#### Questions & Answers/Addendum #2

1. Why is Anderson County wanting guaranteed capacity for the County's waste stream for a period of twenty years when Section 3 references the County's standard contract and attachment 6 says Term. "The term of this agreement shall be on year with four one-year renewal options?"

Answer: It is anticipated this will be a 20-year contract. The reference in Attachment 6, the standard contract template does not apply.

2. Term. "The term of this agreement shall be one year with four one-year renewal options." The questions is, Which party is responsible of the renewal options? When is notice given positive or negative for the renewal options?

Answer: Please see the answer to question 1.

3. In the RFP under Section 3 **Contract**, there is a Supplementary Contract Conditions "The County may terminate the contract at any time, with or without cause, by providing a 120-day written notice of termination to the Contractor. In the Sample Contract for Services, **Termination**: Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of service performed and materials delivered and accepted prior to termination date. The Term period in the Sample Contract for Services means nothing if the Termination period is 30 days written notice to the contractor, correct?"

Answer: The existing termination language is hereby replaced with the following:

(a) An event of default occurs when the vendor fails to materially perform any provision of the contract and the vendor fails to cure its default within forty-five (45) days after its receipt of written notification by the County; provided, that if such default cannot be cured within forty ( 45) days, an event of default does not occur if the vendor promptly initiates steps to cure the default and diligently pursues correcting the default until cure is achieved, which cure must be achieved as soon as practicable, but in no event more than 180 days after the County's written notice of default.

(b) The willful or negligent failure of the vendor to prevent the dumping of unpermitted waste at the Landfill and the willful violation by the vendor of any federal, state, or local law, rule, resolution, or ordinance applicable to the Landfill shall be considered an event of default, subject to the opportunity to cure the default as provided in subsection (a).

(c) Upon the occurrence of an event of default, the County shall have the right to terminate the Agreement by sixty (60) days written notice to the vendor, and in the

alternative, has the right, but not the obligation, to cure said event of default, at the vendor's expense.

(d) The vendor shall have the right to terminate the contract in the event of a material breach of this Agreement by the County, which, after forty-five (45) days following written notice from the vendor, has not been cured.

( e) The rights and remedies of the parties provided in this section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.