

Landfill Operation Services

RFP FY23-SCPW-03

Addendum #2

Issue March 10, 2023

1. What is the total remaining constructed airspace?

As of January 30, 2023 the landfill has approximately 1,692,000 cubic yards of constructed airspace remaining.

2. What is the total remaining unconstructed airspace?

Remaining un-constructed airspace is approximately 6,552,000 cubic yards.

3. What is the remaining on-site soil total? What is the remaining soil need for the landfill?

There is no soil remaining on-site. Overall soil needs for the landfill can be found in Addendum 1, Attachment A, Volume III, Section 1, Table III.1.1.

4. Does the County own any nearby properties that could be used for soil excavation?

No.

5. Does the County own any nearby properties that could be used for landfill expansion?

No.

6. What amount is currently held in the County reserve for closure/post-closure?

Sandoval County's current reserve for closure/post-closure is \$1,031,560.24.

7. Can we have a total equipment list of all equipment that will come with the purchase?

The County does not mandate the purchase of any equipment as part of this RFP. There is no equipment that comes with any of the Alternative bid options in the RFP. The County's current equipment list is provided as Attachment A.

8. Can we get a list of all equipment warranties and when they expire?

Sandoval County has two pieces of equipment that have remaining manufacturer's warranty. Referring to Attachment A, Units L908 and L893 remain in warranty until they reach 7,000 hours.

9. Under scenario C would the selector party have an obligation to continue all of the ancillary operations/ services currently being offered (ex. House hold Haz waste)?

Yes, composting plant, transfer station, recycling, HHW, electronics recycling, green waste program.

10. Under scenario C would the public works office move or remain on site?

In this Scenario, the County would continue to utilize the public works office for County business.

11. What buildings would go with the purchase under scenario C?

The County would lease the landfill and associated infrastructure to the successful bidder in Scenario C. This would include the scalehouse, the breakroom/lunchroom building adjacent to the scalehouse, and the portable shed adjacent to the citizens' convenience area.

12. During its operating history, has the landfill had any reportable groundwater exceedances? If so, provide some detail.

No.

13. During its operating history, has the landfill had any reportable gas probe exceedances? If so, provide some detail.

No.

14. Has the landfill received any NOV's or compliance notices from a regulatory agency? If so, provide the correspondence(s) relating to the matter(s).

Sandoval County Landfill is in good standing with their solid waste permit. NOV's have been previously received and resolved. A copy of the last three years of inspections are provided in Addendum #1, Attachment D.

15. Please provide a customer report including volume by customer and rate per ton for 2020-2022.

A customer report is provided as Attachment B. All customers, with the exception of UWS provided in Addendum #1, are at the following rates:

Fees

- Per Bag: \$0.50 each; Maximum 4 bags
- Bed Level: \$5.75
- Above Truck Bed Level: \$11.25
- Truck Trailer/Ton: \$30.00
- Tires: \$2.50/tire
- Appliances: \$8.00
- Green waste/Pickup: \$3.75
- Recycling Items: FREE
- Household Hazardous Waste: \$20
- Mattresses: \$6.00 per mattress
- Loose/Ton: \$30.00

- Compact/Ton: \$30.00
- Concrete/Ton: \$32.00
- Stumps/Ton: \$38.00
- Clean Fill/Ton: \$12.25
- Green waste/Ton: \$20.00

16. Provide a list of any NOV's at the Landfill in the last 5 years.

See Addendum #1, Attachment D for the last three years of inspections and NOV's.

17. Would the County be willing to consider a 20-yr (or more) lease term as part of a Scenario C proposal?

At this time the County cannot award a twenty-year agreement. The County currently has an agreement with AMREP that must be extended. This agreement is attached as EXHIBIT C.

18. What kind of waste is Sandoval County LF permitted to accept under existing permits?

Municipal Solid Waste, Construction and Demolition Waste, Petroleum Contaminated Soil, and Sludges.

19. Is there a daily/monthly/annual waste volume cap as part of the permit?

The Sandoval County Landfill Solid Waste Permit does not limit the volume of waste that may be accepted.

20. Are there any existing royalties that would need to be honored under a Scenario C Proposal?

Sandoval County Landfill has no current Royalty agreements.

21. Which Units have been fully closed and capped as of today?

Sandoval County Landfill has no fully or partially closed and capped Units.

22. Can you please share the P&L for the landfill for 2019-2022?

The County does not maintain a traditional P&L for the landfill. The County Budgets for the current year and previous two years can be found in Attachment D.

23. What is the current outlet for finished compost?

Finished compost is currently sold to the public at the landfill.

24. Which units are lined? Which units are unlined?

Unit I does not have a liner system. Units II and III are fully constructed with a geosynthetic liner system. Unit IV is designed and permitted to have a geosynthetic liner system.

25. Proposed Contractor Take-over of Operation – The RFP is silent about a targeted beginning date. We acknowledge that Addendum #1 General Question answer #1 states that the Contractor is to propose a date to take over operations. This is reasonable to allow the Contractor time to procure equipment, staff hiring and mobilization onto the site. However, we do not know what the County’s expectations are for the process timeline after Proposal submission (IE: March 21, 2023) in order for the County’s review and evaluation of the submitted Proposals, Contractor Interviews, Contractor Selection, Contract negotiations and finalization, and then for the Contractor to start the mobilization process. Could you elaborate on the County’s expectation for the process timeline?

The County expects to have the contractor selection process complete within 120 days of proposal submission. The County would expect to have an executed agreement in place and a notice to proceed within 90 days of contractor selection.

26. Days and Hours of operation – Beyond the posted hours the landfill is open, is the Contractor allowed to operate equipment, perform site activities on-site before or after the published operating hours?

Please see Addendum #1, Attachment A, Volume II.1 for allowable activities during and after the permitted operating hours.

27. Staffing requirements – We acknowledge that the Contractor is required to provide a sufficient crew to provide efficient and effective operations. We recognize that this will mean that we may have more staff deployed at different times of the day and different times of the week. Is there a mandatory minimum staffing level that the County will require during operating hours?

The County does not mandate a minimum staffing level in this RFP.

28. Existing Landfill Equipment – Is there any on-site landfill equipment that the County does not wish to sell? Alternatively, is there any equipment that the Contractor will be expected to purchase? In addition, we acknowledge that the Contractor is to provide all the equipment necessary to operate the landfill. We understand that different operators have preferences for favored manufactures and different equipment configurations. Does the County have a minimum fleet or equipment list/configuration that we must satisfy?

The equipment that the County is willing to sell is found in Attachment A. The County does not mandate an equipment list or configuration in this RFP.

29. Waste Receipts – first we acknowledge that Addendum 1 attachment H contains 2022 waste receipts; however, the attachment does not explain what each of the “origin” materials are. Could you clarify? In addition, we note that a budget was developed for operation during the 2023 fiscal year, could you provide copies of the 2023 budget and the waste quantities expected to be received during 2023?

Please see Attachment B for a detailed breakdown of waste quantities and types received at the landfill. Please see the answers to questions 15 and 22 above for 2023 projected revenues and budget.

30. Off-site soil for Operations – we acknowledge the desire to secure operational cover soil from off-site sources. We also note what appears to be a significant volume of on-site soil, which may be available to the Contractor. Is it the County’s intent to require that the Contractor import all operational soil needed for daily and intermediate cover? Or is the Contractor free to excavate on-site soils for this purpose?

At the anticipated time of notice to proceed to the successful bidder, Sandoval County will not have stockpiled soil remaining on-site and there are no additional borrow areas on the landfill property.

Further on this, could you provide any recent evaluation of the quantities of on-site soil available for cover and/or closure? Could you further provide the last three years of the soil consumption and waste compaction ratios?

The County does not anticipate possessing any remaining stockpiles of on-site soil at the time of a notice to proceed. Over the last three years the County has achieved an in-place waste density of approximately 1,200 to 1,300 lbs. / cubic yard. The County approximates soil usage over this same period at 25% of gross airspace for daily and intermediate cover.

31. Importing off-site soil – We acknowledge the County’s statement that there are no existing contracts for procurement of off-site soil, but we also understand that some arrangements currently exist. Could you elaborate on the County’s current arrangement for importing off-site soil, borrow source, and terms and conditions; and will the Contractor have access to these same arrangements? Could you further explain the quantities of soil available from this/these source(s)? In addition, the Annual Reports include a tabulation of Clean Fill; does this include imported off-site cover soil or is that separate and not counted as waste receipts?

The County expects that the existing agreement with the Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA) for soil borrow to be exhausted at the time of notice to proceed. Future opportunities with SSCAFCA may be available to bidders. The tabulation of clean fill recorded at the scalehouse is for routine landfill customers hauling clean fill materials into the landfill and is not part of the current SSCAFCA soil importing project.

The Technical Proposal section of the RFP appears to require the Contractor to identify an off-site borrow source, to show the type and quantity of soil available from same, as well as the travel distances to the site. To satisfy this part of the Technical Proposal, what level of third-party commitment does the Contractor need to have in place to satisfy this technical requirement?

The County would like to see a plan that can be executed by the winning bidder upon notice to proceed. The more irrevocable the proposed soil borrow agreement is, the more points the bidder scores in this section of the evaluation.

Further, we recognize that over the term of the contract (either 7 years or longer) soil sources may shift. Acquisition costs, travel distances, and transportation costs will likewise shift. Will the County allow for adjustments in the pricing to accommodate any such shifts?

The County would prefer a predictable and consistent price over the term of the contract. Please propose the terms of pricing adjustments in your submittal.

32. Alternative Daily Cover – We note that the County is approved to utilize Wood Chips and/or processed Green Waste as an ADC, and further that the County has numerous stockpiles of potential Green Waste ADC materials currently on-site; however, the County does not appear to be utilizing these materials as ADC. Will the County want the Contractor to limit the amount of Wood Chips or processed Green Waste utilized as ADC?

The County is receptive to the use of ADCs as part of landfill operations. ADC use must be balanced with compliance as it relates to blowing litter per the Plan of Operations in Addendum #1, Attachment A.

33. Existing Recycling Center and Compost Operations – during the site visit, it did not appear that the Recycling Center or Compost Operations were operating or being utilized. Could you clarify the requirements that the Contractor operate these facilities or utilize these areas?

The Contractor is expected to operate the compost operations in accordance with Addendum 1, Attachment A, “composting plan of operations”. The former recycling area located immediately south of the in-vessel composting area is no longer operational and the Contractor is not expected to operate this portion of the facility.

34. Closure and Capping – we acknowledge that parts of Unit I, II and III have been filled to final grade and could be Final Capped. We are unclear on what requirements the Contractor will be expected to carry-out, fund, or participate-in with said Capping effort under the various Alternatives. Could you explain?

The Contractor is responsible for closure under Scenario C only. Please see Addendum 1, Attachment A, Volume II.5 “Closure / Post Closure Plan” for permit requirements regarding closure. Please see 20.9.6 NMAC for the regulatory requirements regarding closure.

35. Special Waste screening – We acknowledge that the County will have ultimate Special Waste approval authority as the site’s owner. We also acknowledge that the Contractor is charged with assuring that the waste acceptance plan is followed as well as making sure that site personnel and equipment are kept safe. Several potential Contractors have existing, efficient and effective Special Waste Screening processes and have dedicated off-site personnel to carry out this evaluation via a corporate-wide system. Will we be allowed to utilize this methodology for Sandoval County?

The contractor may utilize their own screening system as long as it is in compliance with the Waste Screening and Acceptance Plan found in Addendum 1, Attachment A, Volume II.10 and the New Mexico Solid Waste Rules.

36. We also assume that if we choose to decline a waste stream that the County will not overrule this decision. Further, we typically charge the waste generator a small fee for review of the required special waste acceptance applications and waste stream analytical data. Will we be allowed to complete this type of evaluation and charge the generator such a fee?

Under Scenario C the Contractor may charge reasonable fees for special waste profile reviews.

37. Currently Acceptable Special Waste – from a review of the annual reports, there does not appear to be much in the way of accepted wastewater treatment sludge or PCS materials. Does the County have restrictions or limitations on what is acceptable beyond those specified in the various permits and plan of operations?

The County reserves the right to restrict wastes that create a significant nuisance or excessive long-term liability. Examples of this may be raw WWTP sludges creating an odor nuisance or Radium containing wastes from subsurface exploration activities.

38. Availability of Water for Operations – what are the current requirements for the minimum amount of water to be utilized for dust suppressions?

The Contractor is expected to utilize an adequate amount of water to suppress dust in accordance with the Landfill's Plan of Operations, existing air permit, and the New Mexico Solid Waste and Air Quality Rules. The amount of water required for dust suppression varies greatly throughout the calendar year.

39. We acknowledge the County's statement that the Contractor will be required to secure their own meter and account for the on-site fire hydrant. Could you provide the parameters of the current water supply system (IE: pricing and restrictions)?

The current water for the landfill is supplied by the City of Rio Rancho. The County has an intergovernmental agreement with the City for pricing that may not be representative of the costs incurred by private companies. The County encourages bidders to contact the City of Rio Rancho for current pricing.

40. Was there any time during the past three years when the County needed to import water from off-site to maintain high quality operations and control dust at the landfill? Is there sufficient water supply to address any onsite fire concerns?

The on-site fire hydrant has been adequate throughout the history of the site to supply enough water for the needs of the landfill.

41. Environmental Monitoring – will the Contractor or will the County be responsible for submitting the environmental monitoring reports to the NMED?

The Contractor is responsible for submitting to the NMED. The County requires review and approval of each Contractor's submittal prior to submission to NMED in Scenarios A and B. The County does not require this in Scenario C.

42. Will the County or the Contractor be responsible for responding to the NMED inquiries?

The County, with the support of the Contractor, will respond to NMED inquiries in Scenario A and B. The Contractor will respond in Scenario C.

43. Air Emissions and Landfill Gas – The list of duties shows quarterly landfill gas monitoring as-in routine monitoring but is silent on the more extensive Title V NSPS type investigations and reporting. For Alternative A & B, should we take from the absence that this is retained by the County?

Yes.

44. Similarly, any Landfill Gas extraction systems or related corrective actions.

In Scenarios A and B, the County will install any required landfill gas infrastructure. Corrective actions such as surface emission monitoring failures due to lack of daily or intermediate cover will be the responsibility of the Contractor.

45. NMED or Neighbor Complaints – Could we review any recent (past three years) complaints, or any neighborhood complaints related to the Landfill operation?

Sandoval County has not received any neighborhood complaints in the past three years.

46. Financial Information – Will submission of an SEC Form 10K (Annual Report) for one the major solid waste companies in North America, showing audited financials, (Balance Sheet, Income Statement, etc.) be sufficient information to address the financial information request of the RFP, or is there something more that you wish to see?

Yes, a Form 10K may be submitted to fulfill this response requirement. During contract negotiations the County will require a demonstration that the contractor's legal entity or subsidiary company is bound to the parent company providing the 10K.

47. Contract Definition – we suspect that several of the definitions in the draft contract need to be updated. These include the definition for Chemical Waste, City, Holiday, Industrial Solid Waste and Life of the Facility. We also suspect that definitions need to be added for items such as: compost, convenience center, environmental monitoring, ground water, green waste, In-vessel composting, landfill gas, liquid waste, organic waste, petroleum contaminated soil, recycling center, recyclable materials, scale house, storm water, plus any of the other definitions shown on

page 5 of the RFP but not included in the draft contract. Will you provide an updated draft contract for our review?

Upon selection of the winning bidder, the contract will be updated and negotiated in good faith.

48. Article 21 Subcontractor – does this contract provision extend to third party vendors for parts & supplies, fuel & oil, heavy equipment maintenance & repair, and/or third-party suppliers for procurement of off-site soils or transportation services for off-site soil?

Article 21, if in effect, will terminate the contract between the County and the Contractor. The County has no contract with Contractor's subcontractors. See also Article 33.

49. Bonding – is the size of the Bond to be four times the annual value of the year-one contract or is it to be for a one-year value with a guaranteed renewal for 4 years? The draft contract simply states not less than \$1,000,000.00.

The Performance Bond shall be provided for the initial year and renewed for each subsequent year of the term of the Agreement and the amount adjusted annually, if required, for the estimated amount of fees payable under the Agreement for that subsequent year.

50. Pre-Existing Environmental Conditions – We were unclear by your response to question 19 of the General Question in Addendum #1. We fully acknowledge that the Contractor should be responsible for things that occur during the Contractor's watch or things caused by the Contractor's actions. We note that the site began operations in the early 1970s. That may mean nearly 50 years of waste receipts have occurred before the Contractor has become involved. Some before the current Subtitle D standards were implemented. Portions of the site have been filled and are un-capped, having only intermediate cover on them. Potentially 50 years of environmental oversight have occurred which the Contractor was not involved in. However, the draft contract does not appear to address any potential pre-existing environmental conditions and whose responsibilities those might be. Could you elaborate on what liabilities the Contractor would be assuming related to the wastes received and disposed prior to the effective date of the contract; any past environmental oversight; as well as any liabilities that may come from the same?

The Contractor will be liable for any acute environmental issues occurring during the Contractor's operation of the facility. An example of this would be significant releases of diesel fuel by the Contractor that reach the groundwater or surface waters of the state. It is agreed that non-acute environmental incidences such as reportable groundwater monitoring exceedances in the absence of short term or acute incidents at the facility are difficult to evaluate when assigning liability. It is the intent of the County to be fair in evaluating these incidents and will negotiate in good faith when entering into a contract with the Contractor to reach a mutually agreeable liability clause.

51. Pre-existing litigation or claims – please summarize any ongoing or pending litigation against the site. This includes any employment-related issues.

The County has no existing or pending litigation against the Sandoval County Landfill or its employees.

52. CPI Adjustment – we acknowledge Section 5 holding the Proposal Forms or bid sheets which show price columns by contract year with boxes to input proposed costs per tons. We also acknowledge Attachment B of the proposed contract that refers to an annual CPI Adjustment and Change of Law Adjustment. Could you elaborate on how we should assume the annual CPI type adjustment will affect the pricing columns in the bid sheets?

Please provide your proposed annual pricing by year including your expected annual inflation. There is space allocated on the form to cover “a cost adjustment equation”. This can be utilized to propose a method to adjust for unusual inflation or variations in fuel prices.

In addition, the general “CPI” index published by US BLS has proven to be a very poor measuring tool to capture the real cost increases faced by the Waste Industry. For example, the parts and heavy equipment prices have escalated nearly 30% in the past two years. Saying nothing about fuel price uncertainties. The general CPI hasn’t grown near these levels. Will the County accept an alternative annual cost index, published by the US BLS, that is targeted at the Waste Industry costs rather than the general CPI?

Please use the suggested “cost adjustment equation” to propose a method to measure and implement these costs.

53. The RFP does not provide any information or reference to the newly-permitted Sandoval County Regional Landfill, located west of Rio Rancho off King Road. Please confirm this is not a consideration of this RFP, as the consultant and staff indicated in the pre-bid meeting.

The new Sandoval County Solid Waste Regional Center is not part of this RFP.

54. Please provide a list of the landfill equipment in consideration to be sold, including the year, make, model, hours, and general condition. When we went to inspect the equipment, we were unable to do so, as most were being used at the time.

Please see Attachment A.