

As allowed in the Request For Proposal (RFP # 09-0432) issued by New Hanover County (NHC) on July 22, 2009, (Section 2.5; page 16-17), the following is an initial list of written questions and request for clarifications, as referenced.

General Questions Regarding Two or more Parts of the RFP

- G1.** (Section: RFP Advertisement) The bid bond requires 5% of annual service fee totals. Should this be based on the higher tonnage range or current expected tonnage for the sites? *Base it on the 250,000 – 299,999 ton range.*
- G2.** (Section: 2.1, p. 13) Extension terms – are they unilateral? *We were told twenty (20) was the normal and we were going to go in the middle and do ten (10) with two fives (5) and that adds up to twenty (20). That is why we are stating this proposal is open. This is the lower limit (10 & two 5's). Longer term, we would be glad to discuss it.*
- G3.** (Section: 2.8.13, p. 24) Please describe the level of detail anticipated for the environmental impact analysis. For example, shall emissions from on-road and off-road vehicles and equipment be modeled? *The level of detail required should not be burdensome to the proposer in terms of performing field work or research. Emissions from off-road vehicles should be modeled; however, using available data. The purpose of the analysis should be to allow the County to make general comparative conclusions about the environmental differences between options, e.g. emissions from trucks hauling solid waste to out-of-county landfills versus emissions from burning solid waste at WASTEC.*
- G4.** (Section: 2.8.14, p. 24) Continuance of Employment. We understand that there are presently 88 DEM employees: Admin 9; Recycling 10, WASTEC 50; LF 19. Will we employ all or will County retain some? Will their seniority be carried over? Do we need to know their positions including salaried/ exempt, whether they have CDL? Will they come over at their current rate? *We ask in the RFP to keep the employees working, to carry on our employees as they are now. Obviously, if you shut down WASTEC, we would want to see whatever takes its place to hire those employees. That would be something you would have to put in your proposal. We consider ourselves family, dedicated and very confident employees. These employees have years of expertise and familiarity with regards to this facility and our processes and I would hope their backgrounds would be highly valued to all of you. We do not have any requirements for keeping everyone for a certain amount of time or anything like that because frankly, if you can do the job with fewer employees than that would be something that would have to happen. They are very competent and very dedicated. They have years of experience on an individual and on a group level. I would ask that you keep all of this in mind.*
- G5.** (Section: 3.1, p. 26) Can we use a performance bond instead of letter of credit (\$5M)? *The County prefers to retain its requirement for a letter of credit; however, we have agreed to reduce the solid waste letter of credit from to \$1.5 million rather than \$ 5 million as stated in the proposal.*

- G6.** (Section: 4.1, p. 33) Are there any existing contracts with suppliers/ vendors that we will need to honor – such as grinding, transportation? Are there any with favorable terms that we can be assigned? Will stockpile of wood waste (to be mulched) and other materials which have gone through tonnage reporting be handled and eliminated so we will not incur the cost for tonnage previously accounted for? All contracts can be void if it is the firm's desire. However, the contracts can also be carried forward (under the winning firm's umbrella. All contracts will be posted as an exhibit on the County's website by September 10, 2009. Any tonnages of wood waste collected prior to entering an agreement requiring grinding will be the responsibility of the County.
- G7.** (Section: 4.1.2.4, p. 39) It is our understanding that NHC is to operate the scale and uses their software? What reports will we receive and when? Can we access their system? You will have access to daily and monthly software reports. It can be set up so that the winning firm can access the software data and run their own reports, but will be unable to manipulate the data (tonnages received, customer info., etc).
- G8.** (Section: 6.7, p. 58) Will we lease NHC equipment for 1 year? If so, at what cost? Is NHC interested in selling the equipment? The County will lease its equipment and facilities for one year for an amount to be proposed by the by the proposer. After one year, the proposer may propose either to continue to lease or to purchase County equipment and facilities, except for the Landfill, which will remain in County ownership. Offers of lease and purchase shall be included in the proposal, and will be subject to negotiation.

Part 1: Recycling Drop-Off Sites: Requirements for Collection and Hauling

- P1.1. (Section: 2.8.13, p. 76) NHC owns 2 of the 7 drop off sites. Is there a possibility that the others may not be available during the term and if so, are we responsible for alternate sites? Is there any lease cost? It is possible that sites not controlled by the County will not be available during the term. If sites become unavailable, it will be the responsibility of the proposer to find alternative sites although the County will offer all reasonable assistance in doing so. One County site is presently leased from private ownership for a total of \$500 per month.

Part 2: County Landfill Scope of Work

- P2.1. (Section: 1.2, p. 3) How will responsibility (cost) for closure and post-closure be handled when contract ends? Closure costs – All closure costs including those that have not been done, and present/future closure costs within the contract period should be the responsibility of the Contractor. These are million or multi-million dollar projects. Projects that should have already been completed or that are due to be complete should be the Contractors responsibility. These areas include partial side slopes for cells 5A and 5B, partial side slopes for cells 6A, 6B and 6C, and the temporary closure of the southern side slopes of cells 5B and 6A. Post-closure costs – All post-closure costs should be the responsibility of the County as they will only be incurred after the site is closed. Permitting costs –The proposer will be responsible for the cost of obtaining permits and permit fees. The proposer shall submit the permit fee directly to the County. The County will hold all permits associated with the site. These permits include Title V, NPDES, Stormwater, and Landfill permits. Compliance with these permits will be the

responsibility of the proposer. [New Construction Costs for both New Cells and Closure Projects](#):
- All new cell construction and cell closure project costs are the Contractors responsibility. This would include all expansion projects including engineering services for both the permitted area and future southern property if need be during the 10 year period. The Contractor will be responsible for all design of expansion and closure projects, but will have to get County sign-off on the designs. The County will work with the Contractor in this area of work, but the Contractor shall be responsible for all capital costs. [Operational Notice of Violations](#) – The Contractor shall remedy any and all NOV's and shall be responsible for paying any fines levied. The Contractor must maintain compliance with all rules and regulations at all times.

- P2.2. (Section: 1.3.3, p. 11) Other than out of county waste, are there other waste streams going to WASTECC that will not be accepted by the landfill (e.g., special waste)? [Minor amounts of illegal drugs, contraband and classified materials may be brought to WASTECC from governmental agencies.](#)
- P2.3. (Section: 1.3.4, p. 11) What is the current status of the contingency leachate treatment/discharge agreement with the City of Wilmington? Are there any other contingency agreements currently in-place to manage leachate if it can not be used for on-site irrigation or discharged directly into the Northeast Cape Fear River? [The agreement is in place and up to date. One other contingency agreement is in place regarding the pumping and hauling of leachate to the City of Wilmington treatment facilities \(Lewis Farms\).
A discharge permit from the Cape Fear Public Utility Authority is in effect and valid through June 30, 2010. No other agreements are in place.](#)
- P2.4. (Section: 1.3.4, p. 11) What are the historical discharge quantities that were discharged directly into the Northeast Cape Fear River rather than used for on-site irrigation or hauled off-site for treatment? [See spreadsheet for yrs 2002-2008 on the website.](#)
- P2.5. (Section: 1.3.4, p. 11) What is the current health condition of the vegetation within the on-site wetland treatment area? What are the NHC's projected maintenance costs associated with the on-site wetland treatment areas? [Vegetation is in good health. There are no analysis results from either the plants or soils within the wetland treatment system. They are not required as part of our permitted operations plan. However, visibly the vegetation appears healthy. I would estimate our annual wetlands maintenance costs to be \\$15,000 to \\$20,000. We do not separate these costs out separately from the rest of our leachate M&R costs.](#)
- P2.6. (Section: 1.3.7, p. 13) Please confirm that all of the Southern Property at the landfill is owned by NHC. If this is not the case, please provide additional information related to how it will become part of the Secure Landfill Facility. [The entire Southern Property is owned by NHC.](#)
- P2.7. (Section: 2.3, p. 15) Please clarify the payment and reconciling schedule. For instance, if the tonnage is 300,000 tons per year, will the contract be paid on the 150,000 schedule on a monthly basis (12,500 tons) with the remaining 150,000 tons at the end of the year?
[Yes, but it is open to negotiation.](#)

- P2.8. (Section: 4.1.2, p. 35) Is aerial or field topographic mapping available for all or portions of landfill property? If so, please provide the most current mapping of the closed and active landfill areas as well as any mapping for other portions of the landfill property, including the C&D areas, borrow areas, etc. (in a usable AutoCadd or convertible format). [Available on the County's website.](#)
- P2.9. (Section: 4.1.2, p. 35) Are design and/or as-built grading plans associated with all of the landfill units and wetland area available? If so, please provide electronic copies of the (both subgrade and final grades) in a usable AutoCadd or convertible format. As-built survey data is preferred over design/permit-level plans, where available. [Available on the County's website.](#)
- P2.10. (Section: 4.1.2, p. 35) Is there any data regarding the liquid quantity/quality in any of the leachate detection zones (i.e. between the upper and lower geomembranes) in any of the constructed landfill units, leachate storage, and wetland treatment area located at the facility between the end of construction and present? If so, please provide all of this data. [See spreadsheet for yrs 2002-2008 on the website. Note-wetlands system came online in 2003.](#)
- P2.11. (Section: 4.1.2, p. 35) Should it be assumed that the financial assurance costs associated with the landfill units not include any costs for Corrective Action? [Yes, no corrective action costs are included.](#)
- P2.12. (Section: 4.1.2, p. 35) When was soil removal from the on-site borrow area initiated and approximately how much soil has been removed from the on-site borrow area located east of the C&D area? Is there any bathymetric mapping of the bottom of the borrow pit? If so please provide a copy of this information (in a usable AutoCadd or convertible format). What permits were obtained for this borrow operation? [Soil removal began with the opening of the Landfill. There is no bathymetric mapping of the borrow pit. The borrow pit is permitted under our storm water/erosion control plan for the site \(SW8940414 Modification, 11/03\).](#)
- P2.13. (Section: 4.1.2, p. 35) What other soil borrow sources are available and currently planned for use by NHC regarding daily/intermediate cover soil for the remainder of the current cells and the proposed future South Property expansion? Are these sources currently owned or under agreement/control by NHC? [Another borrow pit is now active in the Southern Property \(east side above the 100 yr flood plain. This area is owned by the County.](#)
- P2.14. (Section: 4.1.2, p. 35) Can we obtain all leachate quantity and quality data from the facility as the various cells became operational up through the present? [See spreadsheet for years 2002-2008 on the website.](#)
- P2.15. (Section: 4.1.2, p. 35) Are all design/permitting/NCDENR correspondence (including permit applications and related review comments/responses) files regarding the landfill, WASTEC, and C&D Processing sites available within the NHC files (either at the site or other NHC offices) for our review and copying? [Yes the files are available for viewing or copying. Many are available on the DENR website.](#)
- P2.16. (Section: 4.1.2.4, p. 39) The RFP states that NHC operates the landfill scale, but in the draft contract (DRAFT Contract-Article II, Section (i), Page 15) the scale operation is maintained and operated by the Contractor. Should the assumption be made that NHC will set the gate rate for all customers, regardless of who operates the scale? [The County will set the rates charged to the customers. The County will perform the weigh master functions and the proposer will maintain the scales.](#)

- P2.17. (Section: 4.1.3, p. 40) Is aerial or field topographic mapping available for all or portions of WASTEC property? Please provide the most current mapping of this property (in a usable AutoCadd or convertible format). [Available on the County's website.](#)
- P2.18. (Section: 4.1.3.1, p. 40) In the event that WASTEC is decommissioned, can the County accept the out of county waste streams into the landfill that would have gone to WASTEC? How does the agreement with the customer address this? [No. All waste acceptance approvals contain the clause "New Hanover County WASTEC reserves the right to cease acceptance of this waste at any time."](#)
- P2.19. (Section: 4.1.3.2, p. 42, Exhibit 18) Please provide June 2009 tonnage. Also, please clarify April 2009 tonnages (19,577 vs. 10,577). [Tonnage reports are available on the County's website.](#)

Part 3: WASTEC Service Options and Contractor's Responsibilities

- P3.1. (Section: 4.1.3.1, p. 41) Please provide monthly summaries for the past three (3) years of sales invoices for power produced by the WASTEC facility to Progress Energy Carolinas, Inc. [Available on the County's website](#)
- P3.2. (Section: 4.1.3.1, p. 41) Please provide monthly bills for the past three (3) years showing natural gas consumption in the WASTEC mass burn combustors. [Available on the County's website](#)
- P3.3. (Section: 4.1.3.1, p. 41) Please provide the current projected maintenance and upgrade project schedule with preliminary cost estimates for the facility's current operating plan. Are the construction and as-built documents available for this facility? [Available on the County's website](#)
- P3.4. (Section: 4.1.3.1, p. 41) Overview (WASTEC) indicates option (b) that the Contractor shall include the costs to "decommission and dismantle". Please provide additional detail addressing the scope of "decommission and dismantle". [The proposer shall estimate the costs to demolish WASTEC, taking into account the sale of recyclable equipment and material, with the objective of providing a clean site available for redevelopment. Please note that alternative uses of WASTEC may be proposed that may not require complete demolishing.](#)
- P3.5. (Section: 4.1.3.1, p. 41) If WASTEC is modified or replaced with an alternative facility; will the Contractor be obligated to accept waste 24 hours per day? [The County presently provides service to the customer of accepting solid waste 24 hours per day, 7 day per week through WASTEC. We desire to provide that same level of service but are willing to consider options.](#)

Part 5: Landfill Gas Capture System Installation and Operation at County Landfill

- P5.1. (Section: 4.1.5, p. 49) Has a Landfill Gas Management Plan been developed? If so, please provide along with drawings (in a usable AutoCadd or convertible format) showing planned well locations, header lines, condensate management, blower and flare skid. [No, we don't have a landfill gas management plan. We have studied landfill gas extensively, but no plans or decisions have been made. The landfill gas feasibility study is available for review and part of the RFP.](#)

- P5.2.** (Section 4.1.5.1, p. 50) New Hanover County is required to perform Tier 2 NMOC sampling in 2009. Will preliminary results from this sampling be made available during the RFP period? [Current plans are to conduct this event during the 4th Quarter of 2009, which will be after the deadline for submittal of proposals.](#)

Additional Questions and Answers

- Q. We're working on the cover letter for the New Hanover solid waste proposal and have a question. According to Tab I, we must state which Parts of the RFP we are responding to in our cover letter. On page 18, Exhibit 10, we see the various Parts of the RFP that must be responded to within the tabs. However, on page 3 of the RFP we see the various options of the proposal. Numbers 6 & 7 are not included in the Parts section in Exhibit 10.
- A. [The forms required for Recycling Drop-off Sites \(RDOS\) as specified of page 86 of the RFP shall also address how the services provided by the present programs of Household Hazard Waste Recycling and Christmas Tree Recycling shall be met, as discussed within the RFP.](#)
- Q. Additionally, if we want to submit alternative options, it does not say where those should go. Can you please tell us where these other options go?
- A. [If applicable, options to the current programs of RDOS, Household Hazard Waste Recycling, and Christmas Tree Recycling shall be addressed, with the understanding that the minimum services being provided by these programs will be provided by any proposed option.](#)
- Q. So basically any options go in the same sections as the propose services, correct?
- A. [Yes, that's correct.](#)