

VALENCIA COUNTY
STATE OF NEW MEXICO
SOLID WASTE SERVICES FOR VALENCIA COUNTY
RFP#VCR-FY17-010

QUESTIONS AND ANSWERS #2

May 12, 2017

1. On Page 1, C. Scope of procurement. The document states that this procurement will result in a single source award; then on Page 13. The County reserves the right to accept all or a portion of an Offeror's propose. Would the County award the T/S or recycling to a hauler and not the solid waste services?

Answer: No

2. Is there anything in the RFP which would preclude a contractor from offering tiered rates for collection services, where the more concentrated homes would be charged one rate, but the more rural homes would be charged a higher rate to compensate for greater distance traveled and sparse concentration?

Answer: Offerors must proposal a uniform rate that applies to all residents in the unincorporated areas of the county. However, discounted/tiered rates may be proposed as well, but the uniform rate will be used for the evaluation of proposals.

3. Page 20, number 11. Areas non – conducive to roadside collection shall be addressed. Is this determination left up to the Contractor?

Answer: The determination is subject to review by the Contract Manager.

4. The file on the Valencia County website provides a partial list of the homes in the unincorporated areas, but the list is incomplete and many have mailing addresses listed, such as post office boxes. Will you provide a listing of all the physical or service addresses of the homes in unincorporated Valencia County?

Answer: A list consisting of 12,268 properties has been added to the Procurement Library and is labeled: Q&A #2 Residential Properties in unincorporated areas of VC with physical addresses.

5. Page 21 & 22 Number 12 Recycling – Offerors shall describe how they propose to provide optional road-side recycling for all residents. In the meetings, there were discussions that this type of service would not be required and that drop off centers would be acceptable. If the Contractor only offers drop off locations, does it make the bid non-responsive?

Answer: Road-side recycling is optional. Offerors who choose not to provide this optional service will not be disqualified as non-responsive. However, offerors who choose to propose the services will be awarded evaluation points accordingly. This paragraph of the RFP has been amended from "shall" to "should".

6. Page 20 Item 10. Monthly Service Charge. Appendix C. This states that we are to exclude GRT and local option taxes, but do you want the franchise fee that is paid to the County included in this rate?

Answer: The County has decided to charge a franchise fee of 10%. Such fee shall be included in the rate. The RFP has been amended.

7. Attachment 1: Item 5. Can the contractor discontinue service if a resident does not pay their bill? In addition, can the Contractor refuse to re-establish service if the customer shows a history of non-payment?

Answer: Yes, subject to the Contract Manager's review.

8. Community Clean Ups:

Page 22 item 18, Support for Community clean up events. "These events will be designed to clean up illegal dump sites." Is the expectation that the Contractor will go to the illegal dump sites and provide the manpower and resources to clean up the site or are these clean ups for residents to bring their waste to a centrally located site?

Answer: Offerors are required to "describe how they propose to support" the cleanups. The responses will be evaluated accordingly.

9. Are there any environmental/safety issues that we need to be aware of?

Answer: No

10. Page 50 Item 66.6 - Will the County be providing the current tax bills for the Conejo Collection Center?

Answer: The County does not presently pay property taxes for the property, nor will Contractor be required to pay property taxes as the County will continue to hold title to the property. Contractor, however, will be required to pay all taxes that may be lawfully levied and assessed against either the Collection Center, the improvements constructed thereon, or the contents therein, or all of these, during the term of this Contract, The County shall forward all tax billings received to Contractor.

11. Page 44 – Item 54, Liquidated Damages – Would the county entertain the following language in lieu of a liquidated damages section?

Answer: Pursuant to NMSA 1978, Section 13-1-115 (1989), the County may commence negotiations with responsible offerors who submit proposals found to be reasonably likely to be selected for award.

Pursuant to Section II(B)(11) of the solicitation, "[i]n the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process." Any proposed revision to any specific contractual term will be examined in light of the totality of the offer. The County is not able to advise whether any specific provision may be acceptable without consideration of the entire of the offer.

54. Liquidated Damages

Recovery of Damages. The County may draw upon Contractor's performance bond or any other instrument of performance assurance to pay compensatory, liquidated, and other available damages. 1. Compensatory. County may seek compensatory damages, including, but not limited to, amounts equal to any franchise fees, liquidated damages or other amounts that Contractor has paid to County but that are subsequently recovered from County by a trustee in bankruptcy as preferential payments or otherwise. 2. Liquidated. The parties acknowledge: (1) County incurred considerable time and expense procuring this Agreement in order to secure an improved level and quality of recycling and compliance with solid waste mandates; (2) Consistent and reliable franchise services, including collection of putrescible wastes that attract vermin and vectors are of the utmost importance to the public health, safety, and well-being of residents and businesses in County; and (3) The following

liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or inconvenient.

54.1. The following acts or omissions shall be considered a breach of the contract and used for the purpose of computing damages. It is agreed that the County may draw upon Contractor's performance bond or any other instrument of performance assurance, the following amounts as liquidated damages for each infraction:

1. Collection of residential solid waste prior to 7:00 a.m. or after 7:00 p.m.: \$100.00 each case.

2. Legitimate Complaints- (Over twenty (20) per month). \$50.00 each additional legitimate complaint. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the County may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the County Manager whether received in person, by mail, by e-mail or telephone. The Contractor agrees to furnish a monthly report by the 15th of the following month, listing the name and address of the complainant, the nature of the complaint, and the disposition of each complaint. Complaints received before 12:00 noon each day shall be serviced by 5:00 p.m. that day. Complaints received after 12:00 noon shall be serviced before 12:00 noon the following calendar day. For each month in which the number of legitimate complaints reaches twenty (20) or more for any cause the County shall be entitled to claim liquidated damages. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the County Manager shall be final.

3. Failure to clean vehicles and maintain in good working condition as required by the Agreement: \$50.00 each vehicle per occurrence.

4. Failure to keep vehicles closed or covered: \$50.00 per occurrence.

5. Loaded vehicles left standing on the road unnecessarily: \$50.00 per occurrence.

6. Failure to pick up "Special Collection Solid Waste" within seventy-two (72) hours: \$50.00 each case.

7. Failure to maintain route schedule as required by the Agreement: \$50.00 per day per route.

8. Failure to pick up scattered debris caused by Contractor's collection efforts (not from overloaded containers, or wind-related scattering outside of the drivers control): \$50.00 each case.

9. Failure to leave cans upright with covers securely in place: (not due to wind, or circumstances outside the drivers control) \$50.00 each case.

10. Failure to collect missed pickups within the time required by this Agreement: \$50.00 each case.

11. Failure to provide reports required under this Agreement: \$100.00 each day.

12. Failure to have backup equipment mobilized within the time required by this Agreement: \$50.00 each case.
13. Improper disposal of Recyclables (not including contaminated loads): \$200.00 each load.
14. Failure to replace a damaged container within the time required by this Agreement: \$50.00 each case.
15. Failure to clean hydraulic spills/leaks (more than de minimus amounts) on roads as required by this Agreement: \$500.00 each case.
16. Failure to commence automated or semi-automated collection services after expiration of the transition period, or force majeure extension: \$500.00 each day, accruing until 100% of the customers in the Service Area are provided automated or semi-automated residential collection services.

Prior to claiming liquidated damages, the County shall notify the Contractor in writing of the specific complaint(s) for which liquidated damages are claimed. Such notice must be provided no later than ten (10) days after the end of the month in which the complaint, or event occurred. The Contractor may contest the imposition of liquidated damages by notifying the County of its intent to do so within ten (10) days of receipt. The Contract Manager shall meet with the Contractor and attempt to reasonably resolve such protest based on available evidence. In the event the matter cannot be resolved, the Contractor may petition the Board within ten (10) days of Contractor's inability to resolve the protest with the County Manager.

In the above revised language we have several questions:

54, bullet 1 – We would like the County to clarify that this statement is intended to preclude double recovery of damages.

Answer: The County reserves the right to elect whether to seek liquidated damages or compensatory damages in any instance, though the County does not intend to seek both liquidated and compensatory damages for the same contractual violation.

54.1, bullet 1 - What is the definition of a "Legitimate Complaint?"

Answer: The proposed form of contract provides that "[e]ach claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the County Manager shall be final."

54.1, bullet 7 – Will the County take into consideration the circumstances, such as weather related delays? If a route is partially picked up, but not completed, will the County prorate the liquidated damages?

Answer: The County may take in account circumstances that may reasonably impact a Contractor's ability to perform that are beyond the Contractor's control. To the extent that the County seeks to impose liquidated damages in the first instance, it reserves the right to prorate the liquidated damages based on the circumstances.

54.1, bullet 8 – Are the liquidated damages per stop or per route?

Answer: Certain of the liquidated damages are per stop, and certain are per route. For instance, the failure to leave cans upright with covers securely in place as provided in Section 54.1(11) is per stop, while others, such as the failure to maintain schedule established and given as a requirement of this Agreement as provided in Section 54.1(8) is per route.

54.1, bullet 9 – Who determines if the wind blows the can over?

Answer: Section 54.2 sets forth the process by which the County would assert a claim for liquidated damages, and the process by which a Contractor may contest the imposition of the liquidated damages. Ultimately, in the event that the liquidated damages matter cannot be resolved with the County Manager, the Board of County Commissioners will make a determination with respect to the imposition of the liquidated damages.

54.1, bullet 16 – Could the County add some clarity to what is meant by, “Failure to commence automated or semi-automated collection services after expiration of the transition period, or force majeure extension?”

Answer: The County anticipates affording the Contractor some reasonable period of time within which to commence collection services after Contract award. The Contractor’s failure to commence the provision of such services within the agreed upon timeframe, or reasonable period occasioned by an unforeseeable circumstance that would prevent the Contractor from fulfilling its contractual obligations, will result in a claim for liquidated damages in the amount of \$500 each day until all participating customers are provided such services.

12. Can we see the current financials for the Conejo T/S?

Answer: Below is the budget report for last fiscal year FY16 as well as the current fiscal year FY17. The expenditures also represent costs associated with environmental services and post-closure obligations of the landfill (a different site). Non-related expenses are listed below:

FY 16:

Mileage and Per Diem- \$329.74 is not related to conejo operations
Professional Services-\$23,060.03 not related to conejo operations
Surveying & Engineering- \$17,672.85 not related to conejo operations
Postage- \$64.07 not related to conejo operations
Contractual Services- \$4,800 not related to conejo operations
Training-\$722.40 not related to conejo operations
Supplies- \$2,142.27 not related to conejo operations
Office supplies- \$100.33 related to conejo operations
Uniforms- \$663.38 not related to conejo operations

FY 17:

Professional services \$16,547.59 is not related to Conejo operations
Contractual Services- \$6,620.54 is not related to Conejo operations

Training- \$429.89 is not related to Conejo operations
Supplies- \$1,440 is not related to Conejo operations
Safety Equipment- \$258.50 is not related to conejo operations
Uniforms-\$330 is not related to conejo operations
The fuel costs are not included with the expenses in the fund 446 but would still be related to the operations of Conejo

Fuel usage by Conejo from July 1, 2016-today

Unleaded Fuel \$2,051.48

Diesel- \$12,368.02

Fuel usage for July 1, 2015 through June 30, 2016

Unleaded-\$1376.72

Diesel- 13,380.76

See Budgets next 6 pages



Valencia County, NM

FY-16

Budget Report Account Summary

For Fiscal: 2015/2016 Period Ending: 06/30/2016

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 446 - ENVIRONMENTAL/SOLID WASTE							
Revenue							
446-100-31200	GROSS RECEIPTS	196,215.00	196,215.00	10,353.39	171,764.30	-24,450.70	12.46 %
446-100-34100	TRANSFER STATION FEES	138,886.00	138,886.00	13,090.00	125,799.00	-13,177.00	9.49 %
446-100-34110	DISPOSAL OF WHITE GOODS	0.00	0.00	0.00	367.65	367.65	0.00 %
446-100-34810	SOLID WASTE ENFORCEMENT FEE	100,842.00	100,842.00	4,470.55	88,683.86	-12,158.14	12.06 %
446-100-37060	REIMBURSEMENTS	0.00	359.00	60.00	358.65	-0.35	0.10 %
446-100-39000	TRANSFERS IN	220,496.00	254,096.00	30,078.00	89,266.00	-164,830.00	64.87 %
	Revenue Total:	656,439.00	690,398.00	58,051.94	476,149.46	-214,248.54	31.03 %
Expense							
446-100-41000	Accrued Payroll Expense	0.00	0.00	0.00	-3,826.41	3,826.41	0.00 %
446-839-41020	FULL TIME SALARIES	188,947.00	178,535.00	9,787.60	113,811.26	64,723.74	36.25 %
446-839-41050	OVERTIME SALARIES	1,900.00	3,328.00	37.21	2,688.35	639.65	19.22 %
446-839-42020	MEDICARE	2,767.00	2,767.00	144.25	1,705.06	1,061.94	38.38 %
446-839-42030	P.E.R.A.	23,713.00	17,369.00	1,221.66	14,124.52	3,244.48	18.68 %
446-839-42050	GROUP INSURANCE	25,478.00	25,478.00	1,541.22	16,965.33	8,512.67	33.41 %
446-839-42060	RETIREE HEALTH CARE	3,779.00	3,779.00	194.68	2,250.85	1,528.15	40.44 %
446-839-42080	WORKER'S COMPENSATION	7,500.00	7,500.00	0.00	6,999.52	500.48	6.67 %
446-839-43010	MILEAGE & PER DIEM	500.00	500.00	0.00	441.22	58.78	11.76 %
446-839-45030	PROFESSIONAL SERVICES	70,000.00	70,000.00	1,071.88	23,060.03	46,939.97	67.06 %
Budget Notes							
Subject	Description						
Monitoring	Request includes cost for landfill monitoring						
446-839-45032	Surveying and Engineering	0.00	35,000.00	0.00	17,672.85	17,327.15	49.51 %
446-839-45080	PRINTING & PUBLISHING	500.00	500.00	0.00	0.00	500.00	100.00 %
446-839-45200	POSTAGE	1,600.00	1,600.00	0.00	64.07	1,535.93	96.00 %
446-839-45210	TELEPHONE	3,500.00	3,500.00	168.28	1,934.08	1,565.92	44.74 %
446-839-45212	TRASH DISPOSAL	203,255.00	203,255.00	13,478.07	163,400.05	39,854.95	19.61 %
446-839-45300	Contractual Services	20,000.00	36,928.00	600.00	29,330.93	7,597.07	20.57 %
446-839-45310	TRAINING	1,500.00	1,500.00	277.95	722.40	777.60	51.84 %
446-839-45540	EQUIPMENT MAINTENANCE & REPAIR	50,000.00	40,000.00	2,930.25	32,276.46	7,723.54	19.31 %
446-839-45610	RENTAL OF EQUIPMENT	1,000.00	1,000.00	0.00	410.00	590.00	59.00 %
446-839-45703	Multi-Line Insurance	30,000.00	30,000.00	0.00	30,000.00	0.00	0.00 %
446-839-46010	SUPPLIES	5,000.00	10,000.00	1,186.84	7,901.49	2,098.51	20.99 %
446-839-46011	OFFICE SUPPLIES	1,500.00	2,500.00	0.00	1,435.61	1,064.39	42.58 %
446-839-46030	SAFETY EQUIPMENT	2,000.00	2,000.00	241.60	1,775.79	224.21	11.21 %
446-839-46040	UNIFORMS	2,000.00	3,000.00	0.00	2,677.89	322.11	10.74 %
446-839-48025	EQUIPMENT	10,000.00	10,000.00	0.00	2,796.39	7,203.61	72.04 %
	Expense Total:	656,439.00	690,039.00	32,881.49	470,617.74	219,421.26	31.80 %
Fund: 446 - ENVIRONMENTAL/SOLID WASTE Surplus (Deficit):		0.00	359.00	25,170.45	5,531.72	5,172.72	-1,440.87 %
Report Surplus (Deficit):		0.00	359.00	25,170.45	5,531.72	5,172.72	-1,440.87 %

Budget Report

For Fiscal: 2015/2016 Period Ending: 06/30/2016

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 446 - ENVIRONMENTAL/SOLID WASTE						
Revenue	656,439.00	690,398.00	58,051.94	476,149.46	-214,248.54	31.03 %
Expense	656,439.00	690,039.00	32,881.49	470,617.74	219,421.26	31.80 %
Fund: 446 - ENVIRONMENTAL/SOLID WASTE Surplus (Deficit):	0.00	359.00	25,170.45	5,531.72	5,172.72	-1,440.87 %
Report Surplus (Deficit):	0.00	359.00	25,170.45	5,531.72	5,172.72	-1,440.87 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
446 - ENVIRONMENTAL/SOLID WAS	0.00	359.00	25,170.45	5,531.72	5,172.72
Report Surplus (Deficit):	0.00	359.00	25,170.45	5,531.72	5,172.72



Valencia County, NM

FY-17

Budget Report Account Summary

For Fiscal: 2016-2017 Period Ending: 06/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 446 - ENVIRONMENTAL/SOLID WASTE							
Revenue							
446-100-31200	GROSS RECEIPTS	161,467.24	161,467.24	0.00	134,984.01	-26,483.23	16.40 %
446-100-34100	TRANSFER STATION FEES	138,540.33	138,540.33	0.00	111,102.00	-27,438.33	19.81 %
446-100-34110	DISPOSAL OF WHITE GOODS	1,705.00	1,705.00	0.00	0.00	-1,705.00	100.00 %
446-100-34810	SOLID WASTE ENFORCEMENT FEE	97,207.22	106,551.22	0.00	85,559.42	-20,991.80	19.70 %
446-100-37060	REIMBURSEMENTS	0.00	5,164.00	0.00	5,163.72	-0.28	0.01 %
446-100-39000	TRANSFERS IN	82,187.99	86,808.99	0.00	28,998.00	-57,810.99	66.60 %
	Revenue Total:	481,107.78	500,236.78	0.00	365,807.15	-134,429.63	26.87 %
Expense							
446-839-41020	FULL TIME SALARIES	185,827.00	183,179.70	0.00	146,980.15	36,199.55	19.76 %
446-839-41050	OVERTIME SALARIES	2,000.00	2,000.00	0.00	920.31	1,079.69	53.98 %
446-839-42020	MEDICARE	2,694.00	2,694.00	0.00	2,128.89	565.11	20.98 %
446-839-42030	P.E.R.A.	23,190.79	23,190.79	0.00	17,975.32	5,215.47	22.49 %
446-839-42050	GROUP INSURANCE	17,225.00	19,872.30	0.00	17,574.57	2,297.73	11.56 %
446-839-42060	RETIREE HEALTH CARE	3,695.74	3,695.74	0.00	2,864.51	831.23	22.49 %
446-839-43010	MILEAGE & PER DIEM	500.00	500.00	0.00	103.00	397.00	79.40 %
446-839-45030	PROFESSIONAL SERVICES	20,000.00	40,000.00	0.00	16,547.59	23,452.41	58.63 %
446-839-45080	PRINTING & PUBLISHING	500.00	500.00	0.00	0.00	500.00	100.00 %
446-839-45200	POSTAGE	500.00	500.00	0.00	3.00	497.00	99.40 %
446-839-45210	TELEPHONE	2,000.00	2,467.70	0.00	1,893.48	574.22	23.27 %
446-839-45212	TRASH DISPOSAL	180,000.00	177,500.00	0.00	149,399.56	28,100.44	15.83 %
446-839-45300	Contractual Services	7,200.00	7,200.00	0.00	6,620.54	579.46	8.05 %
446-839-45310	TRAINING	1,500.00	1,500.00	0.00	956.26	543.74	36.25 %
446-839-45540	EQUIPMENT MAINTENANCE & REPAIR	20,000.00	16,815.75	0.00	4,101.84	12,713.91	75.61 %
446-839-45555	CAR EXPENSE	0.00	2,300.00	0.00	0.00	2,300.00	100.00 %
446-839-45610	RENTAL OF EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
446-839-46010	SUPPLIES	5,000.00	5,953.55	0.00	3,518.59	2,434.96	40.90 %
446-839-46011	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	454.11	1,045.89	69.73 %
446-839-46030	SAFETY EQUIPMENT	2,000.00	2,000.00	0.00	645.92	1,354.08	67.70 %
446-839-46040	UNIFORMS	3,000.00	4,963.00	0.00	2,811.50	2,151.50	43.35 %
446-839-48025	EQUIPMENT	3,000.00	3,000.00	0.00	955.60	2,044.40	68.15 %
	Expense Total:	482,332.53	502,332.53	0.00	376,454.74	125,877.79	25.06 %
Fund: 446 - ENVIRONMENTAL/SOLID WASTE Surplus (Deficit):		-1,224.75	-2,095.75	0.00	-10,647.59	-8,551.84	-408.06 %
Report Surplus (Deficit):		-1,224.75	-2,095.75	0.00	-10,647.59	-8,551.84	-408.06 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 446 - ENVIRONMENTAL/SOLID WASTE						
Revenue	481,107.78	500,236.78	0.00	365,807.15	-134,429.63	26.87 %
Expense	482,332.53	502,332.53	0.00	376,454.74	125,877.79	25.06 %
Fund: 446 - ENVIRONMENTAL/SOLID WASTE Surplus (Deficit):	-1,224.75	-2,095.75	0.00	-10,647.59	-8,551.84	-408.06 %
Report Surplus (Deficit):	-1,224.75	-2,095.75	0.00	-10,647.59	-8,551.84	-408.06 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
446 - ENVIRONMENTAL/SOLID WAS	-1,224.75	-2,095.75	0.00	-10,647.59	-8,551.84
Report Surplus (Deficit):	-1,224.75	-2,095.75	0.00	-10,647.59	-8,551.84