

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

QUESTIONS AND ANSWERS #1

May 8, 2017

Due to the large number of questions, not all answers are available at this time. The answers that are available are provided below. Additional answers will be posted on May 12, 2017 along with the amended RFP.

1. Should Saturday be stricken from contract in paragraph 56. Customer Services Office?

Answer: See Amended RFP contract paragraph 56. Offeror may propose Saturday office service if they believe such would enhance their service offering.

2. Do waste containers need to be new?

Answer: For the purpose of preparing proposals, offerors are to assume that all waste/recycle bin shall be new. See Amended RFP Page 4.

3. Will VC consider suggestions to the Liquidated Damages portion of the contract?

Answer: Yes. Potential offerors at the preproposal conference were asked to submit their recommended provisions for the Liquidated Damages contract paragraph by the deadline for submission of questions.

4. Is VC going to charge franchise fees to the awarded contractor?

Answer: Yes. For the purpose of preparing proposals, Offerors shall assume a franchise fee of 10%.

5. Is a multi-family property considered commercial or residential?

Answer: Apartment complexes are commercial. Duplexes and other multi-family property are considered residential.

6. What will prevent other haulers from doing business?

Answer: This procurement will result in an exclusive contract for solid waste collection in the unincorporated areas of Valencia County and the operation and management of the Conejo Facility. The current ordinance will be revised accordingly. Suspected violations should be reported to the Contract Manager.

7. Will VC clarify if the cost form in Appendix C is to include all fees to the resident including fuel and extra costs that some haulers tac on as additional charges on the monthly bill to the resident?

Answer: The proposed charges on the Appendix C cost response form shall include everything except the New Mexico Gross Receipts Tax.

8. Will the 4 hauling trailers that the County recently purchased be sold?

Answer: Yes. An invitation for bids competitive solicitation will be issued after the contract has been awarded.

9. Would VC allow an alternative contract?

Answer: No. Offerors must submit all proposed changes to the contract with their proposals. Please refer to RFP Section II, paragraph 15.

10. Does the Conejo Operating Provision violate the anti-donation clause?

Answer: The Conejo Operating Provision of the Contract does not violate the anti-donation clause because the County is receiving consideration in return for permitting a contractor to operate and improve the Conejo Convenience center. Specifically, Article 9, Section 14 of the New Mexico Constitution provides, in applicable part, that "[n]either the state nor any county, school district or municipality, except as otherwise provided in this constitution, shall directly or indirectly lend or pledge its credit or make any donation to or in aid of any person, association or public or private corporation or in aid of any private enterprise for the construction of any railroad except as provided in Subsections A through F of this section." A donation is defined as "a gift, an allocation or appropriation of something of value, without consideration to a person, association or public or private corporation." Village of Deming v. Hosdreg Co., 62 N.M. 18, 303 P.3d 920 (1956). Black's Law Dictionary (6th Ed. 1990) defines consideration as "[s]ome right, interest, profit or benefit accruing to one party, or some forbearance, detriment, loss or responsibility, given, suffered, or undertaken by the other." In the instant matter, the County expends \$[please check with Christina] annually for the operation of the Conejo Convenience Center. As part of the proposed contract, and in exchange for being permitted to operate the Convenience Center at no cost to the Contract, the Contractor will both undertake substantial capital improvements to the Convenience Center, absorb all operational costs for the facility.. annually, they will maintain the Conejo Convenience facility, assume full responsibility for all fiscal aspects of the operation of the Conejo Convenience Center, they will support no less than six community clean-up events annually, they will support community outreach programs, they will offer optional recycling drop off areas, they will cover tipping fees for disposal, permitting of the Conejo facility, pay all utility charges in connection with the operation of the facility, will defend, indemnify and hold the County harmless from actions, proceedings, loss, costs, damages, liability and all other liabilities and expenses, including but not limited to attorney's fees and the cost of litigation incurred by the County by reason of any claim against the County arising out of the agreement, in addition to the 10% franchise fee that the Contractor is required to pay the County. Consequently, the County is

receiving ample consideration in support of permitting the selected contractor to operate the Conejo Convenience Center.

11. As you stated in the pre bid meeting, You were going to evaluate proposals and offerors that had any deficiencies or low point scoring areas would be notified of that issue and have a opportunity to correct or adjust that area of response - price included. Please clarify and explain as that is unusual and could potential lead to favoritism of one company or another. This in not compatible with best and final offeror as per state procurement code.

Answer: This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68). In accordance with paragraph 15.13.4, Short List, of the Valencia Count Procurement Polity; “the procurement manager may rank the proposals and select the highest ranked proposals for the short list. In accordance with paragraph 15.15 the procurement manager may establish a common date and time for the short-listed or finalist offerors to submit best and final offers. In addition, the procurement manager may request or require the short-listed offerors to submit clarifications or modifications to selected aspects of their proposals including but not limited to proposed changes to the contract terms and conditions.

12. As stated in the pre-bid meeting, there will not be a new container requirement for residential bin"s. There are several thousand bins that are in service and have been for many years. By not having a new container requirement it will not place bid on an even playing field to offerors as it relates to hundreds of thousands of dollars advantage to current haulers. In addition it is not fair to residents as some will have odor impacted, worn out containers and other will have new. Please reconsider. In addition, a Valencia installed logo can be placed on containers at no charge- this is commonly used in the industry to identify new containers.

Answer: Please refer to answer to question 2.

13. Would like to verify- as you stated the County will provide transfer trailers to successful offeror at no charge.

Answer: Please refer to answer to question 8.

14. Please confirm that all questions and answers will be posted on web site.

Answer: The answers to all questions will be posted on the Valencia County web site.

15. The transition is one of the most important parts of a successful program, would County consider making this a requirement to address and have a point value?

Answer: Agreed. Please refer to the amended RFP section IV, paragraph 14. Improvements and Operation of Existing Conejo Solid Waste Facility.

16. What are the reasons for the vehicles backing up at Conejo?

Answer: The main reason for the backup is that about 75% of the vehicles are unloading loose trash as opposed to bagged trash. This slows the process tremendously.

17. How often do the hauling trailers fill up and need to be changed out?

Answer: An average of twice on weekdays and 4-5 times in Saturdays, these are non-compacted loads.

18. Does Conejo currently take HHW (hazardous household waste)?

Answer: No

19. Will VC continue to permit the Conejo facility?

Answer: No. Please see RFP Section IV paragraph B9, Permits and Compliance.

20. Reference the Procurement Library posted with this RFP; # 7 within the Procurement Information document is incorrect. The pricing should be as posted on the VC website. The document has been Amended to read as follows:

VALENCIA COUNTY FEE SCHEDULE FOR UNSECURED LOADS

DESCRIPTION	SIZE	FEE
PICK UP BED	UP TO 8FT BED	\$4.00
PICK UP WITH TRAILER	UP TO 8FT BED AND 14FT TRAILER OR SMALLER	\$8.00
PICK UP WITH TRAILER	UP TO 8FT BED AND 14FT TRAILER OF LARGER	\$16.00
TRAILER ONLY	14FT OR SMALLER	\$8.00
TRAILER ONLY	14FT OR LARGER	\$12.00
TRAILER ONLY	TRAILER OVER 20FT	\$16.00

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21. Will this contract be a franchise?

Answer: Please see the answer to question number 4.

22. Will this contract allow for multiple haulers?

Answer: No. This contract will be awarded to a single contractor. However, the successful contractor may utilize subcontractors, if needed.

23. Will this contract allow for the properties to be broken up into sections (ex. commercial vs residential)?

Answer: The contract is for service to residential customers in the unincorporated areas of Valencia County.

24. Can you bid strictly on the transfer station?

Answer: No.

25. In the pre-proposal conference, it was indicated that Valencia County will provide the use of county-owned transfer trailers to the successful offeror. What language will be used to amend the sample contract in the RFP and how will liability be addressed? Would the County consider amending the RFP to allow the option of purchasing the trailers as a Desirable Requirement with points assigned? This allows the County to recoup the market value of the trailers at the present time, rather than having worn-out, depreciated trailers revert to the County at the end of the eight-year contract period.

Answer: Please refer to the answer to question number 8.

26. Currently, in the unincorporated areas of Valencia County in which residents are currently receiving collection services, there are thousands of homes with waste collection bins that have been in use for many years. In order to provide equitable services, as well as to ensure that all offerors submit proposals based upon beginning an entirely new comprehensive solid waste program, would the County consider including the mandatory requirement of the provision of all new collection carts at the beginning of the project? Incorporating this mandate levels the playing field and negates any potential advantage/disadvantage with regard to offerors figuring their costs. For example, offerors currently providing local services would have an advantage as they would not have to purchase as many containers as a company that would be starting an entirely new service program. This mandate would also ensure that all customers have nice new carts at the beginning of the program, rather than some residents having new containers and current customers having to use old, worn-out, smelly carts. As typically done in other communities, would the County like to have the County name or logo embossed on the cart, in addition to the name of the successful offeror? This would promote the new comprehensive solid waste program as a County-provided amenity to residents.

Answer: Please see the answer to question number 2. Offerors may propose embossing the county name and logo on the waste collection bins.

27. Please confirm that the successful offeror must provide services to all residents in the unincorporated areas for a single, set price for households that subscribe to service. Is the monthly price inclusive of all fees and charges, including the base household rate, as well as any environmental impact fees, fuel surcharges, franchise fees, etc., resulting in the final, TOTAL monthly cost to households? This would allow the County to have detailed knowledge of the ACTUAL monthly charges that subscribers will pay.

Answer: The successful offeror shall provide services to all residents in the unincorporated areas for a single fixed price. For the purpose of preparing proposals, offerors shall include all fees or charges in the monthly rates and tipping fees proposed except for New Mexico Gross Receipts Tax.

28. On page 12, number 15, of the RFP, the following language is used:

”Should an Offeror object to any of the County’s terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County’s sole discretion. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror’s proposal.”

In the solid waste industry, liquidated damages are not industry-standard. Such charges, as described in Appendix A, could be addressed and enforced through revisions to the County’s solid waste ordinance subsequent to the successful negotiation of the contract. Additionally, such liquidated damages will potentially increase the monthly cost of service to households, as well as deter potential offerors. We propose that the liquidated damages be removed from the contract through an addendum and be addressed by ordinance to prevent the possible disqualification of proposals as they address this issue under the terms of the RFP.

Answer: Liquidated Damages provisions will be included in the contract as a direct result of citizen complaints and concerns voiced at three community meetings about the quality of services to be provide under the contract. Complaints will be vetted by the county Contract Manager. If the successful contractor provides satisfactory performance, the liquidated damages provisions

never come into play. Therefore, there is no financial impact whatsoever. Also see question and answer number 3.

29. Does the 275 point consideration include the gate fees at the Conejo Collection Center? It is our position that the gate fees should have a points consideration, as the success of this program is contingent upon fees at Conejo remaining affordable to all County residents. In order to prevent and reduce illegal dumping, waste disposal alternatives must be affordable and convenient for all residents.

Answer: Please refer to the amended RFP cost response form.

30. The RFP seems to define services to the point of restricting innovation on the part of the offerors, such as defining community cleanups as illegal dump cleanups, instead of separating the two. Are innovation and the provision of additional services encouraged? Additionally, on page 22, 18. Community Cleanup Events, the intent of the event is to support illegal dump cleanups. On page 48, Section 62.1-62.6, the description of the event is more descriptive of neighborhood cleanup-type events with no mention of illegal dump cleanups.

Answer: It is unclear at this point how community cleanups and cleanup of illegal will be conducted. Therefore, offerors are encouraged to propose recommendations for the conduct of both activities including changes to the contract terms and conditions, if applicable.

31. In Section B.14 on page 21 of the RFP, offerors are asked to provide information regarding their proposed days and hours of operation of the Conejo Collection Center. In order to ensure the best service provision to residents, as well as to ensure all offerors are evaluated equitably, would the County consider mandating a minimum number of days that Conejo must operate, such as a minimum of five (5) eight-hour days, including one weekend day?

Answer: The proposed operation of the Conejo facility is subject to evaluation. The successful offerors response for such operation will be included in the contract.

32. On page 8 of the RFP, the following language is given:

9. Best and Final Offers

Finalists Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

This is in direct conflict with the recommendations in the Best Value Procurement Guide from the State of New Mexico's General Services Department, Purchasing Division. In Part 2 of this document, Best and Final Offers are specifically addressed. Please see the following excerpt from page 6 of the State of New Mexico Best Value Procurement Guide, Part 2:

Best Practices: Managing the Procurement Process

1. The Procurement Code permits revisions of proposals after submission and prior to award for the purpose of obtaining best and final offers (NMSA 1978, §13-1-115), but the practice of negotiating through best and final offers is strongly discouraged to avoid a situation in which a reverse auction takes place.

We ask that this be considered when negotiating with finalists to ensure equitable evaluations and that no finalist is given numerous opportunities to amend their submission in such a way that might alter the outcome of the award.

Answer: This procurement is being conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68). Paragraph 15.15 of the resolution states, in part, “Best and Final offers shall be submitted only once.....” It is noteworthy, from 1986 until August 30, 2013, a similar restriction was included in the General Services Department regulations. Reverse auctioning was never permitted. The restriction was removed to justify the current language addition “Best and Final offers in a request for proposals strongly discouraged”.

33. Again addressing RFP language, there are several instances where the following language is used:

Proposals received will be compared to each other as part of the scoring process.

Again, this is in conflict with the recommendations in the Best Value Procurement Guide from the State of New Mexico’s General Services Department, Purchasing Division. On page 9, number 7, of that document, the following language is used:

7. Evaluating Against the Criteria: Ensure the evaluation committee understands that they are not comparing proposals; scoring is not done on a relative scale. Instead, they are evaluating each proposal individually, against the evaluation criteria. This is important to achieve fair and impartial scoring of each proposal.

It is only after all proposals have been scored against the criteria individually that the evaluation committee work together to develop consensus.

Answer: This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68). The General Services Department regulations and guides do not apply to Valencia County. Although the Best Value Procurement Guide is well intended, it contains many misstatements and omissions. It is not a useful guide for proven best practices. The county will be using the true best practice for the evaluation of proposals that includes a horizontal evaluation of proposals by evaluation sub-factor against the criteria followed by a comparison of proposals to insure evaluation accuracy. The scoring will be consensus or averaged as determined by the Procurement Manager and the Evaluation Committee.

34. Is the transfer station part of this bid or a separate bid?

Answer: Yes it is part of this proposal. This RFP is inclusive of both the Conejo waste transfer facility and the non-mandatory residential road-side waste collection for the unincorporated areas of Valencia County and will result in a single contract.