

ADDENDUM TO REQUEST FOR PROPOSAL

Landfill Gas-to-Energy Development Project for the
Region 2000 Regional Landfill – Livestock Road Facility

ADDENDUM 2

Addendum 1 Issue Date:	November 26, 2019
Addendum 2 Issue Date:	December 6, 2019
Original RFP Issue Date:	November 4, 2019
Proposal Due Date:	December 19, 2019
Time:	4:00 PM EST

December 6, 2019

File No. 02195001.07 - 10

MEMORANDUM

TO: Potential Proposers
FROM: Bob Dick & Bill Salomone, SCS Engineers
SUBJECT: Landfill Gas-to-Energy Project - Response to Questions from Potential LFGE Developers
Region 2000 Regional Landfill – Livestock Road Facility – Rustburg, Virginia

This document presents the questions received by the Region 2000 Services Authority (Authority) from the potential Proposers regarding the Request for Proposals (RFP), titled “Landfill Gas-to-Energy Development Project for the Region 2000 Regional Landfill – Livestock Road Facility”, issued on 11/4/19, as well as responses to those questions prepared by SCS Engineers (SCS) on behalf of the Authority. During the mandatory pre-proposal conference on Thursday November 14, 2019, SCS recorded ten questions. An additional seven questions were received via email to the Authority following the pre-proposal conference.

QUESTIONS RECEIVED AT THE PRE-PROPOSAL CONFERENCE:

1. Please provide a copy of the Landfill Gas (LFG) Collection & Control System As-Built Drawing and a copy of the meeting presentation.

Response: A LFG System as-built drawing and a copy of the Pre-Proposal Conference Presentation PowerPoint are posted on the Authority's Website

2. Please provide the quantity of Leachate/Condensate/Dewatering Liquids that are conveyed into the City of Lynchburg's sanitary sewer system on an annual basis.

Response: The average monthly volume of combined Leachate, LFG Condensate, and LFG Dewatering Liquids that are delivered into the City's sanitary sewer system for treatment from the Livestock Road Facility is approximately 775,000 gallons.

3. Please provide LFG sampling and analysis results.

Response: LFG sampling and analysis results are not available at this time.



4. What is the turndown ratio on the flare?

Response: The turndown ratio on the existing PEI utility flare is 10:1, since the O&M Manual specifies the minimum flowrate is 200 scfm and the maximum is 2,000 scfm.

5. Can the selected LFGE Project Developer utilize the Authority's existing flare?

Response: The Authority will maintain ownership and operation of the LFG blower/flare station during, and subsequent to, the LFGE Project development and operation. If delivery of LFG to the LFGE Project yielded some excess or unutilized LFG, the Authority would consider potential arrangements (to be negotiated and specified in the resulting Agreement) whereby this residual LFG could be directed to the Authority's flare.

6. What is the electrical power utility company for the site?

Response: Appalachian Power (AEP)

7. Where is the electrical power substation?

Response: SCS' research suggests that the closest substation is the AEP Lynbrook Substation, Lynchburg, VA, which is approximately 4.5 miles northwest of the Livestock Road Facility.

8. What is the electricity demand on site?

Response: The average electrical consumption for the Livestock Road Facility is approximately 30,000 kWh/month.

9. What is the fee that the Authority pays for their industrial wastewater discharge?

Response: The Authority pays a rate of \$6.55/1,000 gallons for treatment of landfill-related liquids (combined Leachate/LFG Condensate/Dewatering Liquids) discharged into the City's sanitary sewer system from the Livestock Road Facility.

10. Would a combined heat and power (CHP) option be considered?

Response: A combined heat and power option could be considered by the Authority for the proposed LFGE project.

QUESTIONS RECEIVED VIA EMAIL TO REGION 2000

11. Is it permissible to dispose of non-hazardous solid waste from a beneficiation plant back into the landfill? It is estimated this would be no more than an annual occurrence, with total volume between 5,000 – 10,000 tons. Is there a charge to the plant operator for this? Rate?

Response: The Authority will accept solid waste that originates from the Landfill Gas-to-Energy Facility as long as it demonstrates characteristics that conform to waste types that are acceptable per the Facility's Solid Waste Permit. The LFGE Facility would be expected to make payment for the quantity of materials disposed at the commercial tipping rate that is in effect at the time of disposal. The current commercial tipping fee is \$40.25 per ton. An alternate disposal tipping fee may be negotiated into the contract between the Authority and the Landfill Gas-to-Energy project developer.

12. Please indicate the location of the defined electrical interconnection point (whether Appalachian Power Co. distribution network point or substation), including voltage level, single line diagrams, etc.

Response: The location of any interconnection point with the electrical grid for the LFGE project has not been established. Power is currently provided to the site by AEP for the Main Office Building, Scalehouse, Blower/Flare station, and the Maintenance Garage. If the proposed project requires connection with the AEP network, coordination with AEP is the responsibility of the project developer. The Authority agrees to assist the LFGE Developer with coordination for proposed easements through its property, if necessary by the project.

13. Please indicate the Region 2000 Landfill local consumption and whether it would be of its interest to consume part of the project electricity. Please share annual consumption and Appalachian service invoice if possible.

Response: The average electrical consumption for the Livestock Road Facility is approximately 30,000 kWh/month. The decision for the Landfill to offset some portion of its electricity demand with power generated by the LFGE project will be considered by the Authority after proposals are evaluated.

14. Please confirm that gas projections include Phases III, IV and V waste disposal and all those Phases are considered in Scenarios A and B?

Response: The Landfill Gas Recovery Projections shown in Table 2 of the RFP reflect Scenario A and includes all of Phases III, IV and V. Table 3 in the RFP provides Landfill Gas Recovery Projections for Scenario B and includes all of Phases III, IV and V.

15. In terms of permits, please share which permits have been obtained to date which could harbor the generation project, which could be facilitated under current the Region 2000 Landfill permits and which are expected for the project itself?

Response: The Authority was issued Solid Waste Permit (No. 610) which includes the partially-capped Phase III, current operational Phase IV, and future Phase V. The Facility has been issued a Stationary Source Air Permit and a Title V Air Operating Permit (No. 21547). The Facility also maintains an Industrial Stormwater Permit for its landfill operations and an industrial wastewater discharge permit with the City of Lynchburg. Additional permits required for the development, construction, and operation of facilities or infrastructure associated with a potential LFG project are the responsibility of the LFG project developer.

16. For the bid security, can you please share the acceptable wording or form for the bond.

Response: The acceptable language for the Bid Bond is found on the Penal Sum Form as provided in Attachment A.

17. In the Form C, please clarify if the Authority requires a breakdown of what it will be paid to the Authority (for Gas, RECs, Power, etc.) or it is expecting a breakdown of the company revenue sources. In case the sheet refers to the payments to the Authority is it acceptable to provide an all-in remuneration scheme?

Response: Form C is structured to request that Proposers provide values for the anticipated annual quantity of LFG to be beneficially utilized by the LFG project and the proposed payment that the Proposer will make to the Authority in units of \$/MMBTU of LFG delivered to the LFG Facility. Anticipated payment values to the Authority associated with alternative revenue-sharing arrangements or payment structure, such as an all-in remuneration scheme, can be submitted on a separate form attached to Form C.

ATTACHMENT A

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.