



**REQUEST FOR PROPOSAL  
LANDFILL GAS UTILIZATION PROJECT  
RFP# 2022-06**

**Schedule:**

<b>Proposal Release Date:</b>	<b>October 10, 2022</b>
<b>Non-Mandatory Pre-Bid Meeting:</b>	<b>November 1, 2022 10:00 A.M. MST</b>
<b>Last day to submit Questions</b>	<b>November 18, 2022 3:00 P.M. MST</b>
<b>Final Addendum Issued</b>	<b>November 25, 2022 3:00 P.M. MST</b>
<b>Proposals Due Date and Time</b>	<b>December 1, 2022 3:00 P.M. MST</b>

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Purchasing Manager  
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**REQUEST FOR PROPOSAL 2022-06**  
**LANDFILL GAS UTILIZATION PROJECT**

**Purpose of Request For Proposal (RFP)**

The Purchasing Manager for Wasatch Integrated Waste Management District (The District) has determined that it is practical and advantageous for the District to solicit qualified proposals in accordance with this Request for Proposal.

The award from this RFP is expected to result in a Contract to develop, construct, and operate a project for the beneficial use of landfill gas (LFG) generated by the Davis Landfill, located in Layton, Utah.

In 2004, Wasatch installed equipment at the Davis Landfill to compress and ship landfill gas, via pipeline, to Hill Air Force Base (HAFB) for their use in generating electricity. The project began operation in 2005, putting landfill gas, produced from decaying garbage to beneficial use in lieu of emitting directly into the atmosphere or flaring the output. This utilization approach results in environmental benefits, primarily in reducing greenhouse gas emissions. The project was completed in partnership with HAFB, the U.S. Department of Energy, and the Utah Energy Office. This was the first operational landfill gas to energy project completed in the State of Utah. In 2008, an additional generator was installed, which increased capacity to 2.4 megawatts of renewable electricity, which is enough to power approximately 1,500 homes. There is a temporary cover made from flexible membrane material installed over all the inactive areas of the lined landfill to improve landfill gas capture efficiency and to control odor. The current 20-year Landfill Gas Purchase Agreement terminates on January 13, 2026.

LFG conversion projects producing renewable natural gas or other innovative projects will be considered. The District will only consider technologies and developers with a proven and successful record of developing and operating LFG utilization projects in North America.

The chosen firm will be required to enter into a formal contract for the subject services and provide insurance certificates and other information needed by the District. Any potential contract resulting from the negotiation phase of the RFP process will include specific terms about site use, financing, operations, regulatory compliance, guarantees, and conditions which reflect the unique nature of the LFG utilization project to be implemented by the preferred firm.

This RFP is designed to provide interested Companies with enough information to submit proposals meeting the minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the minimum specifications in this RFP.

## **Reference Number**

The reference number for Request for Proposal LANDFILL GAS UTILIZATION PROJECT is **2022-06**. This number must be referred to on all proposals, correspondence, and documentation relating to this Request for Proposal.

## **Non-Mandatory Pre-Bid Meeting:**

A Non-Mandatory Pre-Bid Meeting will be held on November 1, 2022 10:00 A.M. MST. In the District conference room located at 1997 East 3500 North Layton, Utah 8404.

## **Inquires**

Inquiries regarding this RFP must be submitted by email to Nathan Rich Executive Director (nathanr@wiwmd.org) and Todd Quinley, Purchasing Manager, (toddq@wiwmd.org), not later than eight (8) business days prior to the proposal due date. Addenda will be issued to all known bidders. Exceptions shall not be granted to requests made after the final inquiry deadline. Failure to comply with this requirement may result in disqualification from the selection process. Vendors should be aware that selection committee members will be required to certify that they have not been contacted, in any manner, by any of the vendors, which could influence the selection process.

## **Proposal Qualifications, Scope of Service**

- 1) Proposal Qualifications: The District will only consider proposals that satisfy the following requirements
  - a) LFG conversion or utilization technologies proposed must have a proven record of operation with a minimum of two successful and current operations of commercial-scale facilities in North America
  - b) The Proposer and the development team must have a proven record of successful implementation and ongoing operation of a minimum of two commercial-scale LFG conversion or utilization facilities in North America
- 2) Scope of Services: Tasks and responsibilities to be undertaken by firm at no cost to the District
  - a) Financing of the LFG Project
  - b) LFG Facility planning, design, permitting for the project, development, and implementation
  - c) LFG facility construction, operation, maintenance, regulatory compliance, and decommissioning at the end of service life
  - d) LFG product marketing, sale, and distribution
  - e) Regulatory and permit compliance for LFG emissions, migration control, and nuisance odor control
- 3) Compensation to the District: From revenue realized through the LFG project will be a factor in considering proposals received.

- a) Compensation from the sale of LFG products, the value realized from environmental attributes) renewable energy credits, carbon/greenhouse gas offset credits, renewable identification number, etc.), and other incentives afforded from the LFG project shall be considered in compensation proposals
- 4) Describe the compensation to the District in exchange for granting the firm the right to operate the LFG collection and control system and receive and utilize LFG from the Davis Landfill for beneficial use. The firm shall agree to compensate the District based on the quantity of LFG delivered to the firm's facility, revenue sharing agreement.

### **Submitting your Proposal**

NOTICE: By submitting a proposal in response to this RFP, the supplier is acknowledging that the requirements, the conditions for the contemplated work, the level of effort required to implement the project, and the evaluation process outlined in this RFP, are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of this RFP must be protested to the purchasing manager prior to the closing date and time for submission of the proposal.

Each firm will be responsible for all laws and statutes of Federal, State, and local governments relative to construction, implementation, and operation of all personnel and environmental requirements for the life of the project.

The District will not be liable, in any way, for costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

Proposal can be submitted via USPS, UPS, FedEx, JAGGAER, email, or in person. When submitting a proposal through USPS, UPS, or FedEx please allow enough time for the proposal to arrive before the deadline. When submitting through JAGGAER, visit the Utah Procurement website, <https://purchasing.utah.gov/>, and scroll down to Registration Help to learn how to create an account and submit proposals online.

When submitting a proposal via e-mail, send it to Todd Quinley, Purchasing Manager, [toddq@wiwmd.org](mailto:toddq@wiwmd.org). Enter Your Company Name and solicitation number in the subject line of the e-mail. Do not forget to attach the entire proposal to the email.

When submitting via USPS, UPS, or FedEx or hand delivering, include a hard copy of the proposal and a copy on a USB drive to: Wasatch Integrated Waste Management District, Attn: Purchasing Manager, 1997 East 3500 North Layton, Utah 84040.

***Cost will be evaluated independently from the proposal requirements, and as such, is to be submitted separately from the other required proposal documents. Failure to submit cost separately may result in your proposal being determined non-responsive. Inclusion of any cost or pricing data within the proposal requirements may also result in your proposal being determined non-responsive.***

## **Proposal Response Forms**

Proposals and forms must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

- A. Certification of Proposal
- B. Proposer Construction and operational Schedule's
- C. Organization/Team for construction and operations

## **Proposal Requirements and Format**

### **Technical Proposal**

#### **1. RFP Forms**

- a. The District Request for Proposal forms completed and signed.

#### **2. Executive Summary**

- a. The executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal, including brief descriptions of the proposer's experience, qualifications, financial strength, approach to operations, improvements in operations, and the facility being proposed. It must indicate any requirements that cannot be met by the offerors. The reader should be able to determine the essence of the proposal by reading the executive summary.

#### **3. Detailed Response**

- a. Company Description
  - i) A firm wholly or partially owned by another corporation or other entity a parent company confirmation to certify that any potential contract with the firm resulting from this RFP will be cosigned by the firm's parent company. A firm who does not fall into this category must note that in their proposal.
- b. Provide a statement of qualifications that demonstrates requirements can be met, under Detailed Scope of Work section.
- c. Proposed Team
  - i) Provide an organizational chart for the proposed team
  - ii) Identify specific team members and their project role
  - iii) Clearly identify subcontractors or sub-consultants to be used and how the team will coordinate their work
  - iv) Provide resumes of no more than two pages each for all team members
  - v) If a key contract member leaves during the contract, the District must be notified within 30 days of any changes in contract and provide any updated contact information
- d. Relevant Experience
  - i) Applicant's overall reputation, service capabilities, and quality as it relates to this project.

- ii) A description of a minimum of two currently operating LFG conversion or utilization facilities where the proposer served or currently serves as the project developer, owner, and/or operator of the LFG utilization facility, including:
    - (1) Explain the current level of involvement the proposer has in the operation and management of each facility
    - (2) Contact information for the landfill owners providing LFG to the proposer's facilities
    - (3) Describe the LFG utilization facilities and processes, capacity, the longevity of operation, product metering and marketing, etc.
    - (4) Describe the compensation arrangements with the partner landfill facilities
    - (5) Provide a description of the arrangements with the partner landfill facilities for procurement of the LFG, including identifying responsibilities for the operation and maintenance of the system, expansion responsibilities, cost-sharing arrangements, regulatory, and permit compliance, etc.
    - (6) Discuss any regulatory or permit compliance issues, including notices of non-compliance, violation, enforcement action, etc. issued to the owner or operator of the LFG utilization facilities or the host landfills
    - (7) List of firms that the proposer teamed with for the implementation of the referenced LFG conversion or utilization facilities (permitting, design, construction, operation, and maintenance)
  - iii) Discuss any LFG utilization facilities developed, owned, and/or operated by the firm that has been shut down within the last five years. The information should include dates of operation, the reason for shut down, capacity, conversion technology, location, conversion product purchaser, and landfill contact information
  - iv) Discuss the proposer's implementation team for this project including, but not limited to business, financial, and technology partners. If determined at proposal submittal time, technology and infrastructure providers, design and permitting consultants, LFG conversion and utilization facility operator, etc.
- e. Project Approach
- i) Discuss the proposer's LFG utilization facility technology that is contemplated in the response to this RFP, including a description of the conversion utilization process technology, infrastructure requirements, and space needs
  - ii) Discuss the proposer's LFG conversion facility impact mitigation strategies (lighting, noise, emissions, traffic, etc.)
  - iii) Discuss the proposer's approach to the planning, design, permitting, construction, and operation of the LFG conversion facility
  - iv) Discuss modifications/improvements that the proposer foresees to the existing District infrastructure and/or operation that should be considered for initial development

- v) Discuss the proposer's approach to the Districts operation, regulatory monitoring, and compliance
- vi) Describe the proposer's approach to LFG conversion product marketing and securing of end-use purchasers
- vii) Offerors capacity and intent to proceed, without delay, if selected for this project,
- viii) Type and amount of self-performed work.
- ix) Proposed schedule for project implementation, including milestone completion dates
- x) Discuss the project lifespan and affecting factors
- f. Project Pro-Forma and Financial Information
  - i) A detailed presentation of total estimated capital costs, project financing, debt service, fees, insurance, operations, and maintenance costs for the proposed LFG utilization facility and the District's operation, expansion, and maintenance
  - ii) A detailed discussion of LFG utilization product marketing, revenue projections, and assumptions
  - iii) detailed discussion on the revenue sharing structure, projections, method of determination, and assumptions
  - iv) A certified copy of the proposer's two most recent audited year-end financial statements showing income, expenses, and outstanding debt
  - v) list of any pending or recently completed litigation and parties in which the proposer is the defendant and provide the amount of damages being contested
  - vi) A list of any litigation in which the proposer is a litigant and the amount of financial recovery sought
- g. LFG Development History and Existing Project (if we want)

#### **4. Protected Information**

- a. All protected information must be included in this section of the proposal response. Do not incorporate protected information throughout the proposal. Rather, when including protected information, provide a reference in the proposal response directing the reader to this specific section.

#### **Proposal Reference Information**

The following attachments are provided as additional information for proposers to consider and utilize in their response preparation:

The following documents will be provided at the mandatory pre-bid meeting:

1. Attachment 1 2018 Thru 2021 Annual Gas Flow
2. Attachment 2 LFG Extraction System Update 2022
3. Attachment 3 N061308 Kleinfelder WIWMD
4. Attachment 4 landgem-v302 2021

### **Discussions with Suppliers (Oral Presentation)**

An oral presentation by an offeror to clarify a proposal may be required at sole discretion of the District. However, the District may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

### **Protected Information**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

1. Trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);
2. Commercial information or non-individual financial information obtained from a person if:
  - a. Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
  - b. The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and
  - c. The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-305

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Records, the disclosure of which, would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this subsection does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;....

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Supplier must:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to Wasatch Integrated Waste Management District, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy pf your proposal response. Copy must clearly be marked “Redacted Version.”



A Claim of Business Confidentiality may be appropriate for information such as client and non-public financial statements. Pricing and service elements may not be protected. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at: <https://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

**An entire proposal cannot be identified as “PROTECTED” “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.**

To ensure the information is protected, you must include all protected information in Section 4 of Proposal Requirements, Format, and Company Qualifications. Any protected information incorporated in other sections of the proposal response may result in release of data, at no fault of Wasatch Integrated Waste Management District.

All materials submitted become the property of the District. Materials may be evaluated by anyone designated by the District as part of the proposal evaluation committee. Materials submitted may be returned only at the District’s option.

#### **Proposal Evaluation Criteria**

District officials will review all proposals submitted and select the top-rated proposal. The District may also request an in-person presentation to be made. The District may request **Best and Final** offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals and the Best and Final offers, if requested, the panel will select the proposal which best meets the requirements of the RFP and provides the **best value** to the District. The District’s Purchasing Manager will negotiate with that vendor to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until an award is made. There will be no public opening and reading of bids. Overall responsiveness to this Request for Proposals is an important factor in the evaluation process.

Evaluation of the proposals is expected to be completed within 20 days after their receipt. The highest compensation proposal will not necessarily be select, and the technical proposals may be weighted more heavily than costs to ensure the District is procuring the best value versus the lowest price.

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

<b><u>Points</u></b>	<b><u>Evaluation Criteria</u></b>
20	Experience, qualifications, and performance: of the Proposer and team in the successful development, implementation, and operation of LFG utilization projects similar to the technology advanced in the Proposal
20	Demonstration of successful and active projects of a similar nature, preferably with public sector landfills
20	Project Understanding, Approach, and Concept
20	Pro-forma and financial documentation
10	Compensation proposed to Wasatch Integrated Waste Management District
5	References: Proposer's LFG conversion facility projects
5	Quality, clarity, and organization of the proposal, overall approach to the project

#### **Award of Contract.**

Award shall be made to the vendor whose proposal is the most advantageous to the District, taking into consideration price and the other evaluation factors set forth in this request for proposal.

#### **Insurance**

Until completion or termination of this agreement, contractor shall have in effect, at a minimum, the insurance coverage and endorsements set forth below (the "Required Insurance") with an insurance company licensed to do business in the state of Utah or where the services will be performed. *The contractor shall bear the cost of all required insurance.* Such insurance shall be maintained with standard industry policy forms to underwrite and assume any liability arising from Contractor's performance of its services under this agreement. Before performing services hereunder, contractor shall provide owner with Certificates of Insurance as required by this section.

1. Contractor shall have in effect until final completion or termination the following:
  - a. **Worker's Compensation:** To the extent required by law, Worker's Compensation and Employer's Liability Insurance coverage for all claims by or in respect to the employees of the Contractor providing:
    - i. Coverage for the statutory limits of all claims under applicable laws.
    - ii. Employee's Liability Insurance with minimum limits of US\$500,000.00 for all personal injuries and death in one accident; and
    - iii. Voluntary Compensation Insurance covering all employees not subject to applicable Worker's Compensation Laws.

- b. Commercial General Liability (CGL) insurance of US\$1,000,000.00 per occurrence for any one accident covering bodily injury to or death of persons and/or loss of damage to property of third parties and US\$2,000,000.00 policy annual aggregate, with the same limits also applying to Products/Completed operations liability extensions. Such insurance shall:
    - i. Include a standard endorsement or policy extension providing that Owner is included as an Additionally Insured under Contractor's Commercial General Liability policy
    - ii. Include a provision that such insurance is primary insurance with respect to the interest of Owner and that any other insurance maintained by Owner is excess and not contributing insurance with the insurance required hereunder; and
    - iii. Not to contain any exclusions for damage to underground property, collapse of structure, or damage resulting from explosion or blasting.
  - c. Automobile Liability (Auto) insurance to cover owned, non-owned, or hired vehicles in the amount of US\$1,000,000.00 per each occurrence and covering bodily injury to or death of persons, and loss or damage to property of persons.
  - d. Umbrella or Excess Liability (Excess) insurance in the amount of US\$5,000,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate. Such Policy will include a standard endorsement or policy extension providing that Owner is included as an Additionally Insured under Contractor's Umbrella and/or Excess Liability.
- 2. All insurance policies purchased by Contractor, whether specified herein as required insurance, shall contain provisions that insurers and/or underwriters will waive rights of recovery (commonly called "Waiver of Subrogation") against Owner, its senior officers, directors, employees, affiliates, and municipal agencies supporting the Owner facilities.
- 3. Prior to performing any Services hereunder, Contractor shall provide to Owner Certificates of Insurance for each above-identified insurance policy that reflects the coverage required herein and all extensions of coverage. Should the Services progress beyond the expiration date of any Required Insurance, Contractor will provide renewal Certificates of Insurance prior to the renewal policy's inception dates.
- 4. Each policy in the Required Insurance herein will contain provisions that such will not be materially changed or canceled without at least 30 days' prior written notice to Owner.
- 5. Upon demand, Contractor shall promptly furnish to Owner copies of the policies of insurance as required herein, which shall be deemed Confidential Information, except Owner shall have the right to disclose such policies to the extent necessary to pursue claims hereunder.
- 6. The effecting of the insurance set out herein shall not in any way limit, alter or affect the liability and obligations of Contractor under this Agreement, at common law, in equity, by statute or otherwise.

7. Without the prior written consent of owner, the contractor shall affect all Required Insurance with insurance providers having A.M. best rating of A-VII or better. Should any insurance company which is providing insurance required by this Agreement fall below an A-VII rating, the Contractor shall promptly notify Owner and effect replacement coverage which complies in all respects with this section.
8. Should Contractor sublet any of the work to a Subcontractor, Contractor shall require subcontractor(s) comply with all provisions of this section, including but not limited to (i) Owner's status as Additional Insured under Subcontractor's applicable policies, (ii) all Subcontractor's policies granting Waivers of Subrogation against Owner, and (iii) Subcontractor's policies being primary to and with Owner's policies considered noncontributory to Subcontractor's insurance.

### **General Provisions**

#### **Proposal Postponement and Amendment**

Wasatch Integrates Waste Management District reserves the right to revise or amend the specifications up to the time set for opening the proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers listed on Wasatch Integrated Waste Management District's, Request for Proposals list of vendors who have obtained proposal documents after the proposal advertisement. If the revisions and amendments require changes to quantities or prices proposed, or both, the date set for opening proposals may be postponed by such number of days as, in the opinion of the District shall enable sellers to revise their proposals. In any case, the proposal openings shall be at least five (5) working days after the last amendment. The amendment shall include an announcement of the new date, if applicable, for the opening of proposals.

#### **Single Proposal Response**

If only one proposal is received in response to this Request for Proposal, a detailed cost proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be preformed of the cost proposal to determine if the price is fair and reasonable.

#### **Award**

Wasatch Integrated Waste Management District reserves the right to accept proposals, award proposals and/or not award proposals, on individual items listed, on group items, or on the proposal; to reject all proposals, to waive any informality in the proposals, and to accept the proposal that appears from all consideration to be in the best interest of the District.

In determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the equipment/material offered, and the reputation of the equipment/material in general use will also be considered with all other relevant factors.

Notice of proposal award, if proposal is awarded, will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible seller, whose proposal complies, with all the requirements in the request for proposal. Receipt of the official Contract from Wasatch Integrated Waste Management District covering the supplies, materials, equipment, or services as described in the proposal will indicate the award of the proposal and a contract to purchase.

### **Assignment and Subcontracting**

The proposer shall not assign or subcontract the work or any part thereof, without the previous written consent of Wasatch Integrated Waste Management District nor shall they assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, not claim for money due or to become due hereunder, shall be asserted against Wasatch Integrated Waste Management District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the seller is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by them, the seller, upon notice from the District, shall immediately terminate their subcontract. The seller shall be fully responsible and accountable to Wasatch Integrated Waste Management District for the acts and omissions of their subcontractors and of persons directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them. Nothing contained in this contract shall create any contractual relation between any subcontractor and Wasatch Integrated Waste Management District.

### **Legality**

If any provisions of this Request for Proposals shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **Compliance with Laws and Regulations**

All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of Utah and OSHA. The seller shall, if requested by The District, supply certification and evidence of such compliance.

### **Retention of Records**

The seller shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to Wasatch

Integrated Waste Management District for inspection at the request of the District for a period of four (4) years.

## **Proposal Contents**

This proposal consists of the Request for Proposals, Proposal, Provisions, Specifications, Attachments, and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

## **Background**

The District was organized in 1984 under the Utah Special Service District Act. The District provides municipal solid waste disposal and management services to all of Davis County, both incorporated and unincorporated, except for Bountiful City, and to all of Morgan County, both incorporated and unincorporated, all located in northern Utah. The primary components of the integrated solid waste disposal system operated by the District are the Davis Landfill and the Davis Material Recovery and Transfer Facility.

The District Administrative Offices and the Davis Landfill are located at 1997 East 3500 North, Layton, Utah. Other components of the integrated system, located at the Davis Landfill, include a green waste recycling facility, household hazardous waste drop-off facility, landfill thrift store, and landfill gas to energy facility. The Davis Material Recovery and Transfer Facility is located at 3404 North 650 East on a tract of land adjacent to Hill Air Force Base (HAFB) in Layton, Utah. The construction, equipment installation, and commissioning were completed in the summer of 2020.

Wasatch owns and operates the Davis Landfill, which accepts approximately 200,000 tons of waste on an annual basis. The majority of waste landfilled is mixed municipal solid waste which includes residential, institutional and commercial waste and C&D.

The facility consists of approximately 369 acres of land and contains two separate landfill cells. The unlined cell, which does not have a bottom liner other than the natural low-permeability clay layers below the cell, is approximately 20 acres in size and began accepting waste in the early 1950s. The unlined cell was capped in 2000 with a 40-mil low-linear density polyethylene geomembrane and no longer accepts waste. The estimated waste capacity of the unlined cell is 2.5 million cubic yards.

The lined cell, which has a bottom liner consisting of a geocomposite clay liner overlain with a 60-mil high-density polyethylene flexible membrane liner, was constructed in 1998 and is approximately 69 acres in size. Waste placement in the lined landfill cell began in August 1998. The lined cell currently accepts municipal solid waste from the surrounding communities. The area that is remaining is approximately 5.9 million cy at the end of 2021. Total Design capacity of lined cell is 13.8 million cu yds. The current estimated remaining life of the landfill is 19 years.

The Landfill conducts operations, maintenance, and monitoring (OM&M) of the LFG collection and control system (GCCS) at the Landfill. The Landfill maintains and operates the LFG collection and control system (GCCS) to retain control over safety, environmental control, permit compliance and operations. The Landfill desires to maintain control this area of operation but will consider and cooperate with safe, reasonable measures and best management practices to provide optimum LFG flows. Any necessary modifications to site LFG management and operational procedures should be clearly stated in proposals.

The GCCS was first installed in 2002 with expansions completed periodically. The GCCS consists of approximately 90 LFG wellheads connected to a gas collection header pipe that directs LFG to a flare station and to a pipeline for off-site utilization. The LFG sent offsite (approximately 10,000 feet away) is combusted in three separate generator engines owned and operated by Ameresco to generate renewable electricity in cooperation with US Air Force's Hill Air Force Base (HAFB). The flare station has two enclosed combustor flares either of which operates to combust excess LFG as necessary.

## 2.1 Current LFG-use Contracts

Wasatch's contract with a third party developer to supply LFG (used for LFG-to-energy) expires in January 2026. LFG collected in the GCCS is filtered, refrigerated for moisture removal, and compressed to approximately 7 psi. The gas is then delivered to the Ameresco-operated LFG-to-energy facility via an 8-inch diameter HDPE pipeline over a distance of approximately 10,000 feet. The Ameresco facility is designed to generate approximately 2.4 mW of renewable energy.

Wasatch is also in contract with Teho Inc. (until January 2026) to be paid in return of providing a minimum of 450 cfm of LFG for power-generation equipment (single Caterpillar 3520C engine), to be located on-site, north of the flare station (LFG point of delivery) at the Landfill.

## 2.2 NSPS Regulatory Status

The Landfill is subject to New Source Performance Standards (NSPS) regulations requiring the facility to conduct Non-Methane Organic Compound (NMOC) emission rate testing. The landfill is also subject to NSPS for MSW Landfills, codified in 40 CFR Part 60 Subpart XXX- which targets landfills that commenced construction, modification or reconstruction after July 17, 2014, to a lower NMOC of 34 Megagrams/year (Mg/yr). The most recent five-year Tier 2 NMOC Emissions Rate Report for the landfill was conducted on April 1, 2019, and the NMOC emissions for 2021 was estimated at 22.04 Mg/yr. This is below the 34 Mg/yr threshold and therefore the landfill is not required to install a GCCS. The landfill is not anticipated to reach or exceed the NMOC threshold limit before closure.

### 2.3 Climate Action Reserve Participation

The Landfill is a participant in the voluntary offset program of the Climate Action Reserve (CAR) where it has been quantifying annual (since 2007) emission reductions associated with installing a landfill GCCS. The greenhouse gas (GHG) emissions reductions are verified by ISO-accredited and CAR-approved verification bodies.

### 2.4 Landfill Gas Characteristics

The Landfill collects continuous data including landfill gas flow, pressure, temperature, and methane content of the LFG being sent to the three offsite engines and to the two enclosed flares. A summary of the LFG data is presented in Attachment 1. Additional LFG data can be made available upon request. Limited laboratory analysis of LFG has been completed recently and results are provided in Attachment 3.