



THE COUNTY OF
Granville
NORTH CAROLINA

Request for Proposals #23-316 Granville County, North Carolina Solid Waste Operations Services

Advertisement Date:

October 2023

Proposal Due Date:

December 2023



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Request for Proposal Summary

This request for proposals (RFP) is being issued by Granville County (County) to solicit proposals for the operation and maintenance of solid waste management facilities owned and operated by the County. Primarily, the County is interested in retaining the services of a company to operate the Oxford MSW Landfill and other ancillary solid waste management services but this RFP also allows a Proposer to propose a Purchase Agreement for the Oxford Subtitle D Landfill Facility as set out below.

1.0 Introduction

Granville County is responsible for providing solid waste management services in accordance with the goals established in the County's Solid Waste Management plan.

The primary goals are:

- 1) Continue support for local solid waste disposal services;
- 2) Serve residents and businesses with a cost-effective landfill solution;
- 3) Reduce or eliminate environmental liabilities;
- 4) Minimize operating expenses;
- 5) Maximize revenue to the county through sustained fees over the term of the contract;
- 6) Find innovative ways to preserve landfill air space for the county by increasing compaction rates beyond the minimum listed in this RFP;
- 7) Operate the County landfill in accordance with federal, regional, and local permits, regulations, and guidelines;
- 8) Operate using best management practices to assure efficient performance of high quality;
- 9) Operate the County landfill in a manner that maximizes public and Service Provider safety;
- 10) Operate the County landfill in the most efficient and cost-effective manner, minimizing consumption of airspace;
- 11) Operate the County landfill in a manner that maximizes customer convenience and satisfaction;
- 12) Operate the County landfill in a manner that protects the environment from pollution;
- 13) Operate the County landfill with minimal disruption to neighboring residents.

Granville County, North Carolina (County) is issuing this Request for Proposal (RFP) to solicit competitive proposals from companies to provide the scope of work as described in Section 3 for the any of the following scenarios:

1. The Service Provider will submit a proposal for contract operations of the Butner and Oxford facilities as described in Section 3. The County retains financial responsibility for the facilities (permitting, construction, environmental monitoring, closure, and post-closure). The Service Provider will propose a fee structure for contract operations at the Oxford MSW landfill for the County's waste stream (currently approximately 50,000 tons annually).
2. The Service Provider will submit a proposal for contract operations of the Butner and Oxford facilities as described in Section 3. The County retains financial responsibility for the facilities (permitting, construction, environmental monitoring, closure, and post-closure). The Service Provider will propose a fee structure for contract operations at the Oxford MSW landfill for the County's waste stream (currently approximately 50,000 tons annually) plus tonnage increments up to an additional 100,000 tons annually to be solicited by County.
3. The Service Provider will submit a proposal for contract operations of the Butner and Oxford facilities as described in Section 3. The County retains financial responsibility for the facilities (permitting, construction, environmental monitoring, closure, and post-closure). The Service Provider will propose a fee structure for contract operations at the Oxford MSW landfill for the County's waste stream (currently approximately 50,000 tons annually). The Service Provider will provide financial incentives for disposal of up to an additional 100,000 tons annually to be solicited by the Service Provider.
4. The Service Provider will propose a Purchase Agreement for the Oxford Subtitle D Landfill Facility. If the County is inclined to accept the offer, the County will follow the procedures set out in N.C. Gen. Stat. §160A-269 in connection with the proposed sale. The Service Provider will also submit a proposal for contract operations of the other Butner and Oxford facilities as described in Section 3. The Service Provider will assume financial responsibility (permitting, construction, closure, and post-closure) for the Oxford Subtitle D Landfill. The Service Provider will provide a proposal regarding the long-term disposal of the County's waste stream (currently approximately 50,000 tons annually).

The County intends to award a contract or contracts for a five-year period (minimum), with options to renew.

Interested parties are encouraged to submit the Intent to Propose Form to receive any questions/answers or Addenda issued during the RFP process.

All questions or requests for clarifications regarding this RFP should be directed to Jason Falls at jason.falls@granvillecounty.org no later than December 1, 2023. Responses to the questions will be provided to all prospective Service Providers in writing.

The proposal must be submitted with one (1) original entitled “Granville County Solid Waste Operations Services”. **Proposals must be submitted no later than 4:00 PM on December 15, 2023.** Please submit the proposal according to the outline specified. The proposal should be sent to the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)
RFP Number: 23-316 Granville County Administration Office Attn: Jason Falls Post Office Box 906 Oxford, North Carolina 27565	RFP Number: 23-316 Granville County Administration Office Attn: Jason Falls 104 Belle Street Oxford, North Carolina 27565

2.0 Required Proposal Documents

2.1 Proposal Options

The Service Provider may submit a proposal for one or any combination of the scenarios presented in Section 1.

2.2 Minimum Proposal Contents

The Service Provider shall submit the following in response to this RFP:

- 1) A description of landfill experience relevant to the services or arrangement proposed under the Service Provider's response to the RFP.
- 2) The ability of the Service Provider to secure adequate financing, if applicable, to support the services or arrangement proposed under the Service Provider's response to the RFP.
- 3) Proposals for project staffing, implementation of work tasks, and the carrying out of all responsibilities required by a proposed contract.
- 4) Qualifications and resumes for key personnel.
- 5) Minimum of three (3) references from similar projects.
- 6) Service Provider shall identify any clarifications or exceptions for the operation of the facilities as described in Section 3.
- 7) Provide a detailed description of the scenario(s) as described in Section 1 included in Service Provider's proposal.
- 8) Provide a fee schedule, including a detailed measurement and payment description, for the scope of services being offered, with a breakdown as follows:
 - a) Oxford MSW Landfill Operations (Section 3.1)
 - b) Oxford Facility – Yard Waste Management (Section 3.2)
 - c) Oxford Facility – Scrap Tire Collection (Section 3.3)
 - d) Oxford Facility – White Goods and Scrap Metal (Section 3.4)
 - e) Oxford Facility – Unit 1 MSWLF Post Closure Maintenance (Section 3.5)
 - f) Butner Facility – Scrap Tire Collection (Section 3.6)

The fee schedule should clearly identify and specify all elements of cost which would become charges to the County, in whatever form, in return for the fulfillment by the Service Provider of all tasks and responsibilities established by the response to the RFP for the full lifetime of the proposed contract.

- 9) Provide a discussion regarding reasonable financial incentives for the Service Provider to exceed the minimum requirements for waste compaction/airspace utilization as described in Section 3.1.4 Waste Placement and Compaction.
- 10) Provide a discussion regarding reasonable financial penalties for the Service Provider for not meeting the minimum requirements for waste compaction/airspace utilization as described in Section 3.1.4 Waste Placement and Compaction.
- 11) Provide a discussion regarding reasonable financial penalties in the event the Service Provider's performance under the Agreement results in any Notices of Violation.
- 12) Schedule for contract award necessary for mobilization to be operational on July 1, 2024.
- 13) Procurement forms to be submitted:
 - Certification of Financial Condition

2.3 Certification

The Service Provider hereby certifies that it has carefully examined this Request for Proposal and the Service Provider certifies that it understands the scope of the work to be done and that the Service Provider has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Service Provider certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Service Provider certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

2.4 Conflict Of Interest

By submission of a response, the Service Provider agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Service Provider's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Granville County. Service Providers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

2.5 Assignment

No assignment of the Service Provider's obligations or the Service Provider's right to receive payment hereunder shall be permitted without prior consent of the County. The Service Provider may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

2.6 Indemnification

The Service Provider will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Service Provider, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Service Provider prompt, written notice of any such claim or suit. The County shall cooperate with Service Provider in its defense or settlement of such claim or suit.

2.7 Independent Service Provider

It is understood that in the performance of any services herein provided, the Service Provider shall be, and is, an independent Service Provider, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Service Provider has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Service Provider in the performance of the services hereunder. The Service Provider shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

2.8 Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Service Provider must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

2.9 Insurance

Service Provider shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to Owner, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person/\$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the Service Provider, and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Service Provider, any subcontractor, or anyone directly or indirectly employed by either. Nothing herein shall be read to allow subcontractors to provide services hereunder without Owner's prior written consent. The amounts of such insurance shall not be less than \$2,000,000 bodily injury each occurrence/\$4,000,000 aggregate and \$2,000,000 property damage each occurrence/\$4,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$2,000,000 each occurrence/\$4,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

PROFESSIONAL LIABILITY – Insuring against professional negligence/errors and omissions on a claims-made basis with policy limits of \$2,000,000 per claim/\$4,000,000 annual aggregate. "Tail" coverage will be required at the completion of this Agreement for a duration of thirty-six (36) months, or the maximum time period reasonably available in the marketplace. Service Provider shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following completion of its services under this Agreement. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the Effective Date of this Agreement. If Continuous "claims made" coverage is used, Service Provider shall be required to keep the coverage in effect for a duration of not less than thirty-six months from the end of this Agreement. This will be a condition of the final acceptance of work or services.

Owner shall be named an additional insured under all such policies (except workers' compensation and professional liability). Certificates of such insurance will be furnished and shall contain the provision that Owner will be given thirty (30) days written notice of any intent to amend

or terminate by either the Service Provider or the insuring company. In the event Service Provider fails to maintain any required insurance, Service Provider shall be liable for all losses and costs resulting from such failure.

2.10 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

2.11 Confidential Information/Public Records Law

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS, PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC RECORDS LAW Granville County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Granville County in response to a Request for Proposal/Request for Bid/Request for Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under applicable law, without further notice to the Service Provider unless it is considered "Confidential Information" as set out below. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information.

2.12 Confidential or Trade Secret Information

If a Service Provider nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of NCGS 132-1.2 "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. Among other legal requirements, information deemed to be "confidential" or "trade secret" by Service Provider must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP. In addition, although not required by law, Granville County requests that any Service Provider who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection; thus, Service Providers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality. When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Granville County may, in its discretion and without further notice, release the redacted copy of the proposal or response to

the requester if one has been previously submitted. Otherwise, the Service Provider will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a Service Provider, the Service Provider may participate at its own expense; and by deeming any information in a proposal or response confidential, Service Provider further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

2.13 Compliance with Laws and Regulations

Service Provider must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Service Provider to notify Granville County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

Service Provider must comply with all applicable State laws and regulations pertaining to certification and licensing, through itself or subcontractors, including but not limited to NC Licensing Board for General Contractors, NC Board of Examiners for Engineers and Surveyors, and NC Board of Licensing Geologists.

2.14 Additional Services

The County reserves the right to negotiate additional services with the Services Provider at any time after the initial contract award.

2.15 E-Verify

Any Service Provider who executes an agreement with the County must warrant that it is and shall at all times remain in compliance with the "E-Verify" provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, Service Provider shall require that all subcontractors providing services related to such agreement be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirements shall be an event of default under the agreement.

2.16 Restricted Companies List

Service Provider shall represent that as of the date of any agreement, Service Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Service Provider also shall represent that as of the date of any agreement, Service Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

2.17 Anti-Discrimination

Any Service Provider awarded a contract shall not discriminate against any employee or applicant for employment because of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, veteran status, or any other legally protected characteristic.

It is the policy of County to provide minorities and women equal opportunity for participating in all aspects of Owner's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of Granville County prohibits discrimination against any person or business in pursuit of these opportunities on the basis of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, or veteran status, or any other legally protected characteristic. It is further the policy of the County to conduct its contracting and procurement programs so as to prevent such discrimination and to appropriately resolve any and all claims of such discrimination.

In the event a Service Provider awarded a contract is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, the contract may be canceled, terminated, or suspended in whole or in part by County, and Service Provider may be declared ineligible for further County contracts.

2.18 Acceptance

Submission of any proposal indicates a Service Provider's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

The County may make a contract award to any Service Provider selected pursuant to this RFP upon a determination that the selected Service Provider's proposal is more responsive to the RFP and may thereupon negotiate a contract with said Service Provider for the performance of the services described in this RFP and the Service Provider's response to the RFP. The County is not bound to accept a proposal on the basis of lowest or highest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the

identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Service Providers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.0 Scope of Work

3.1 Oxford MSW Landfill Operations

The Service Provider is responsible for providing sufficient staff of qualified labor, equipment, vehicles, tools, materials, and safety equipment (PPE, fire suppression, etc.), and any other incidentals necessary to carry out the services in accordance with the provisions of the contract at its own sole cost and expense.

The Service Provider is responsible for all aspects of landfilling waste and managing other acceptable items delivered to the Oxford MSW Landfill.

The Oxford Facility consists of a Subtitle D MSWLF permitted in accordance with the North Carolina Department of Environmental Quality (NCDEQ) Permit No. 3901-MSWLF-2012.

The Oxford Subtitle D MSWLF has a service area that includes Granville County, Durham County, Franklin County, Person County, Vance County, and Wake County.

The Oxford Subtitle D MSWLF accepts residential, commercial, and industrial waste, wastewater treatment sludges, and construction and demolition (C&D) debris for disposal. Hazardous waste as defined within 15A NCAC 13A, polychlorinated biphenyls (PCBs) wastes as defined in 40 CFR 761, coal ash (per county resolution) and liquid waste will be prohibited from disposal in the landfill nor will it be accepted at the convenience center. Liquid waste is defined as any waste material that is determined to contain “free liquids” as defined by Method 9095 Paint Filter Liquids Test (SW-846), unless the waste is household waste other than septic waste, waste oil, leachate, or gas condensate derived from the landfill. Waste acceptance is further discussed in the Operations Plan included in the Permit to Construct Application. (See Attachments).

The Landfill Facility is open for operations Monday through Friday from 7:30 a.m. to 4:00 p.m. and Saturday from 8:00 a.m. to 12:00 p.m. Currently, waste is not accepted at the landfill working face on Saturday's. Any wastes received are collected in 30-yard containers and hauled for disposal in the landfill of on the following Monday.

Relevant attachments include:

- Historic waste tonnage received at the facility is provided in Table 1.
- A copy of the most recent solid waste permit is provided in Appendix A.
- A copy of the most recent permit to construct application is provided in Appendix B.

3.1.1 General

The Service Provider shall operate the MSW landfill in accordance with all Federal, State, and Local laws including soil and erosion compliance, control of site access and traffic control, litter control, dust control, and fire.

The Service Provider shall be required to operate the Landfill in accordance and as described in the facility's Operation Plan, dated July 29, 2021, prepared by Garrett & Moore, Inc.

In addition to requirements outlined in the operations manual the Service Provider shall be responsible for protecting the integrity of the landfill liners, leachate collection system, leachate cleanouts, as well as, all monitoring points, stormwater management structures, road and other infrastructure associated with the landfill.

The Service Provider shall meet the requirements of the U.S. Occupational Safety and Health Administration (OSHA) and the North Carolina Occupational Safety and Health Division (NCOSHD).

3.1.2 County Responsibility

For scenarios 1, 2 and 3, the County shall retain the following responsibilities:

- The Operations Record with assistance and information from the Service Provider
- Environmental monitoring.
- Leachate monitoring.
- Determination of rate structures and implementation of customer fees.
- Determination of acceptable wastes.
- Determination of landfill operating hours, mutually agreed upon by the County and the Service Provider.
- Operations and maintenance associated with scales and scale house, including utilities and IT expenses.
- Supply of electricity and power related maintenance unless caused by negligence on behalf of the Service Provider.
- Periodic surveys for airspace usage, capacity calculations, and calculations of airspace utilization.
- The ability to enter into separate agreements for the sale of landfill gas and the revenue generated by this process. All proceeds from the sale of landfill gas shall belong to the County.
- Fees assessed to the County for permitting or operation of the landfill by the local, state, or federal governments shall be paid by the County. The County shall also pay all leachate hauling and disposal costs, electricity, and water bills associated with the operation.
- The Facility maintains an up-to-date Stormwater Pollution Prevention Plan (SWPPP) and a Spill Prevention, Control, and Countermeasure (SPCC) Plan. The County will provide annual reviews and as-needed updates. The Service Provider will be responsible for the SWPPP management, recordkeeping, and compliance.

3.1.3 Safety

The Service Provider shall employ a Health & Safety Program acceptable to the County. The Program shall include a Random Drug Testing Program.

Service Provider shall notify the County of any safety violations, positive testing results and the actions taken following.

3.1.4 Equipment

The Service Provider shall provide and supply, at a minimum, all equipment required to provide efficient and effective Landfill Facility and Solid Waste Management operating services without interruption, included but not limited to the equipment described in the following paragraphs.

All equipment should be nearly new, have adequate fire extinguishing equipment; have undercarriages suitable for landfill operations and meet all local, state, and federal safety standards.

- Note: The Service Provider may propose other or additional equipment for County review and consideration.

3.1.5 Waste Compactor(s)

One four-wheeled, steel-wheeled compactor designed and built for the purpose of compacting solid waste at landfills and not converted from some other use, meeting the following specifications:

- Less than 8,000 total hours or newer, equipment with over 4,000 hours require certified maintenance records submitted with the Service Provider's RFP submission;
- A minimum manufacturer's specified operating weight of 81,000 pounds;
- Ability to climb solid waste slopes of 3:1 (vertical to horizontal);
- An enclosed, pressurized cab with working ventilation and all-season climate control systems;
- A design that allows the operator to maintain a clear and unobstructed view whenever they are operating the compactor in a forward or reverse direction; and
- A working communication system.
- Fire suppression system

3.1.6 Bulldozer(s)

A minimum of one waste-equipped track-type tractor bulldozer meeting the following specifications:

- Less than 2,000 hours or newer;

- A minimum manufacturer's specified weight of 50,000 pounds;
- A flywheel horsepower of 165 or greater;
- An enclosed pressurized cab with working ventilation and all-season climate control systems;
- A design that allows the operator to have a clear and unobstructed view whenever operating the compactor in a forward or reverse direction;
- A working communication system.
- A minimum of one track-type tractor bulldozer for use in non-waste handling applications but to act as a backup for waste placement.

3.1.7 Excavator(s)

One (1) tracked-excavator suitable to perform excavation and loading tasks suitable for cover soil applications and other ancillary tasks.

3.1.8 Off-Road End Dump Haul Truck(s)

A minimum of one (1) off-road end-dump truck suitable to perform hauling tasks suitable for cover soil applications and other ancillary tasks.

3.1.9 Water Truck

Truck or equipment with large tank to hold and distribute non-potable water for dust suppression, fire suppression and otherwise as needed tasks.

3.1.10 Supplementary Equipment

The Service Provider shall provide equipment to grade and maintain roads, snow removal, maintain the leachate collection system, maintain ditches and the stormwater management system, traverse the site, and monitor the Facility and maintain accesses, loading equipment to manage scrap metal, scrap tires and yard waste, pumps, generators and or lighting equipment.

3.1.11 Equipment Maintenance

The Service Provider is solely responsible for maintenance, repairs and all other operating costs or requirements of the Service Provider supplied equipment, including, but not limited to fuel, licensing, insurance, storage, and aesthetics. The Service Provider shall maintain all vehicles and equipment in good operating condition, and satisfactory appearance with regular washing and paint, as needed.

The Service Provider shall be responsible for the daily and regularly scheduled maintenance of all landfill equipment. The Service Provider shall keep up to date maintenance logs/records for all equipment and copies of all work on the Compactor and be readily available for County review.

3.1.12 Equipment Performance Requirements

The Service Provider shall present a contingency operating plan for scheduled equipment maintenance and equipment failures, for approval by the County. The Service Provider is expected to provide equivalent temporary or replacement equipment, as needed, to prevent landfill operation interruptions.

3.1.13 Working Face Operation and Maintenance

The Service Provider will maintain the active disposal working face size as small as practically possible to allow for appropriate daily cover, in compliance with the County Operations Plan.

When establishing a new working face, the Service Provider will excavate and stockpile all soil from roads, berms, and pads, for reuse. Service Provider shall use the designated soil borrow source(s) for daily and intermediate cover and other miscellaneous uses. Any soil materials identified for use as soil liner in future landfill expansion projects shall be excavated and stockpiled at a location as directed, for potential future use.

The Service Provider will level, grade and maintain secondary roads, pads, turn-around areas, or other vehicle access associated with the working face. Such work will be conducted in a manner to prevent water ponding and promote surface water run-off in a direction suitable for NCDEQ.

The Service Provider will not permit any waste to be removed from the landfill, unless otherwise directed by the County or NCDEQ.

3.1.14 Waste Placement & Compaction

Waste shall be spread and placed in accordance with the slopes and grades specified in the Engineering Drawings.

Landfill operations shall be conducted to achieve an airspace utilization factor of 0.55 tons per cubic yard, minimum.

Airspace utilization factor means the weight of the waste disposed as measured in tons divided by the landfill airspace used for waste disposal as measured in cubic yards.

3.1.15 Initial Operation on Liner System

The Service Provider should have similar type experiences in maintaining/protecting the newly built liner protection system during disposal operations.

Prior to disposal operation in specific areas, Service Provider shall cut and remove the rain and wind cover in increments dimensionally small as practical, to limit surface water infiltration into the leachate collection system.

A 'fluff' layer of waste (per engineer direction) shall first be constructed over the lined protective cover layer on one continuous lift to maintain a positive flow of surface water to the auxiliary stormwater pump. Only low-ground pressure bulldozer(s) shall operate to spread the initial fluff layer of waste. The Service Provider shall take all cautionary measures in preventing any waste item large, (bulky, potential to pierce/cut) from puncturing the landfill liner during this phase of construction.

A waste-equipped compactor machine shall not operate on the initial lift until a minimum 10-foot separation from the protective cover layer is constructed.

3.1.16 Daily and Intermediate Cover

The Service Provider will be responsible for achieving the daily and intermediate cover requirements as specified by the Operations Plan and DEQ regulations to include excavation, hauling, spreading of on-site cover materials.

The Service Provider shall develop, maintain, and implement a nuisance management plan that includes, but is not limited to, addressing litter, odor, dust, vectors, and fires.

Service Provider shall ensure the landfill is maintained clean of wind born trash and aesthetically pleasing. Odor complaints from surrounding areas shall be addressed immediately with review for changes to disposal procedures and daily cover measures to prevent odors from the landfill.

Service Provider will maintain a daily log of soil usage for daily and intermediate cover and will submit the log monthly.

3.1.17 Source of the Soil for Landfill Operations

The source of the soils for landfill operations shall be sourced from the designated borrow areas. Use of soil from other areas at the Facility shall be by request and approval only.

3.1.18 Seeding / Stabilization

The Service Provider shall provide a seeding plan for all seasons. Newly intermediate-covered areas shall be seeded as soon as practically possible. Other disturbed or bare areas around the Facility shall be addressed with seed and fertilizer, thin areas of vegetation shall be addressed with additional seed and/or fertilizer.

All grassed areas to be fertilized and limed once annually. The Service Provider shall conduct the appropriate annual soil test to determine application rates.

The landfill shall be maintained by mowing at minimum twice per year.

3.1.19 Leachate Seeps

The Service Provider shall report to the County as soon as practically possible all leachate seeps observed. The plan to address the seep shall be reviewed and discussed.

The Service Provider is responsible for remediating all leachate seeps at the landfill and for assuring that leachate does not enter the stormwater system at any time. The Service Provider shall be responsible for all clean up measures at no cost to the County and any and all penalties invoked by the DEQ. If the seep should occur in an area operated by the previous operator, the Service Provider shall be compensated on time and material basis.

3.1.20 Stormwater Management

The Service Provider will be responsible for the SWPPP management, recordkeeping and compliance.

The Service Provider shall manage stormwater to control run-on and run-off associated with the landfill property. The Service Provider will be expected to clean sediment from on-site storm basins on a regular schedule to meet stormwater regulations.

The Service Provider is responsible for operating in accordance with the Plan.

- Note any major violation of the NCDEMLR industrial stormwater permit must be reported to the County immediately.

3.1.21 Spill Prevention, Control, and Countermeasure (SPCC) Plan

There is currently a Spill Prevention, Control, and Countermeasure (SPCC) Plan in place.

The Service Provider shall be well-versed with the Plan and will be responsible for Plan management, recordkeeping, and compliance.

The Service Provider is responsible for operating in accordance with the Plan.

3.1.22 All-Weather Access

The Service Provider shall ensure all areas of the landfill working face are accessible to customers during normal business hours under all types of weather conditions.

All non-paved roads must maintain proper drainage, including ditches and added culverts, as needed.

- A. Service Provider to be responsible for maintenance, and establishing of, if needed, the landfill access road including but not limited to dust control, snow removal, and stone. This includes any turn-around or queuing areas needed to manage landfill traffic.

- B. The Service Provider shall be responsible for the maintenance and road material for the haul road to soil borrow area and/or stockpile.
 - C. The Service Provider shall be responsible for maintenance of the landfill perimeter road which includes but not limited to spreading stone, filling potholes, leveling by grading, smoothing out ruts.
 - D. The Service Provider shall be responsible for prohibiting dirt, mud and debris from tracking onto the paved surface of the landfill entrance road.
 - E. The Service Provider will be responsible for providing materials for proper surfacing of the landfill access road and access to the soil borrow/stockpile area.
- Roads to be maintained are delineated on supporting Figures.

The Service Provider shall supply all materials to construct or maintain roads and ensure proper drainage on the property.

3.1.23 Traffic Control

The Service Provider is responsible for traffic control, including the safe direction of traffic when access to scales is disrupted for any reason. The Service Provider shall provide cones, barricades or otherwise to be located and re-located and maintained as necessary to direct on-site traffic.

The Service Provider will be responsible for the preservation of all signs (informational & directional), directional devices, barricades, and fencing used throughout the landfill to direct and control traffic. The Service Provider shall locate signs, directional devices, barricades, and fencing as required to control traffic and secure the site. If the Service Provider fails to preserve existing signage and other traffic control devices, the Service Provider shall, at their own expense, replace these with equivalent products approved by the County.

The potential for collision between heavy equipment and other vehicles should be recognized and respected. Service Provider will be responsible for ensuring collision avoidance. Service Provider will have only one (1) light-duty company vehicle at the working face area, parked safely away from equipment activity, at any time. There shall not be employee parking at the active disposal area.

The Service Provider will ensure heavy equipment maintains a safe distance when operating based on the number and size of equipment unloading at the landfill working face. If a vehicle enters the working face, the operator shall move their equipment a safe distance from the vehicle and park until the area is clear.

The heavy equipment operator must operate their machine in a manner that ensures they have a clear unobstructed view. Operators shall always have a clear and unobstructed view of the

working face and their immediate surroundings. If it is not possible for equipment operator to maintain a clear and unobstructed view, then the Service Provider will provide a spotter to direct traffic and maintain safety. When a spotter is used, this person will be responsible for directing vehicles to appropriate areas to avoid interference with Service Provider's equipment and operations.

Any spotter must have effective verbal contact with equipment operators.

3.1.24 Customer Vehicle Assistance

If a commercial hauler or landfill customer (private citizen/business) becomes 'stuck' at the working face or on any of the roads under maintenance by the Service Provider, the Service Provider is responsible for assisting them. The Service Provider is solely liable for all damages that may be associated with this assistance. Service Provider shall indemnify and hold harmless the County for any liability for damages to a hauler or private citizens vehicle brought about by the Service Provider's removal thereof.

3.1.25 Waste Screening

The Service Provider's on-site staff shall monitor received waste for suspected hazardous or prohibited waste or any other items not accepted at the landfill in accordance with the Facility Operations Plans. The Service Provider shall immediately report any suspicious materials to the County. The Service Provider shall document the waste screening inspections as required by the permit and NCDEQ.

The Service Provider shall remove unacceptable waste from the landfill in a manner that minimizes contamination of the landfill. The removal and disposal of any illegal waste found shall be the responsibility of the Service Provider by the end of the business day.

3.1.26 Leachate Management

The Service Provider should have considerable knowledge of the leachate collection and leachate management system to include a general understanding of leachate collection and force main lines, pumps, and control panels for both leachate pumps, the leachate tank system and its' associated functions. The Service Provider shall observe and record daily leachate pump readings/cycles, monitor, and be prepared to address issues that may arise with the system.

The Service Provider shall work with the County to manage hauling of leachate.

The County owns and operates a Godwin, diesel pump for the new cell in pumping off stormwater. Service Provider should have experience in using these type pumps and will be allowed to use this pump during the term of this contract. Service Provider shall fuel and perform minor maintenance. The County will be responsible for major maintenance repairs of this pump during this contract period.

3.1.27 Litter Control

The Service Provider will be responsible for litter control on and around the landfill property, regardless of whether insufficient compaction, insufficient cover, inadequate fencing, untarped loads or any other similar action generated the litter.

Litter fence is currently installed around the perimeter of the Phase 2 landfill cell. The Service Provider shall install litter fencing around active disposal areas and other locations as necessary to minimize and prevent windblown trash.

Litter collection shall be conducted on an as-needed daily basis to maintain the appearance of the landfill. Service Provider will collect litter from trees and neighboring properties, as needed.

The Service Provider shall be responsible for litter collection along access roads and the landfill entrance road to the Facility. A daily log of litter control activities shall be submitted to the County with other monthly reports.

3.1.28 Dust Suppression

The Service Provider shall provide, operate, and maintain dust suppression systems, as needed, for all non-paved roads within the landfill boundary.

The Service Provider shall operate equipment, on-site, to mitigate dust, as required.

The Service Provider shall provide all necessary pumps for water transfer into water trucks, sediment basins, etc.

3.1.29 Fire Control

The Service Provider shall take all necessary steps to follow best practices when handling materials in a manner that prevents fire from occurring at the landfill.

The Service Provider's staff shall be trained in handling landfill fires and shall be responsible for extinguishing landfill fires where it is safe and possible to do so.

The Service Provider will keep and maintain a water tank or truck on-site with a pump ready to combat any potential fires.

Further, to reduce the chance of fires, ignition sources shall be controlled through the following:

- No burning of waste shall be acceptable.
- Only emergency mechanical work shall be performed on the working face.
- Equipment fueling shall occur a safe distance from the working face.
- Equipment shall be parked a safe distance from the working face at the end of each workday.

- All equipment shall be equipped with fire extinguishers.
- The Service Provider's staff will only smoke in designated areas.

In the event of a fire, the Service Provider shall immediately notify the County's 911 Center, then notify County officials and the local fire department. The Service Provider should take all necessary actions to control or extinguish the fire. Service Provider shall follow fire control measures as outlined in the Operations Plan, which can be reviewed at the mandatory pre-submittal meeting.

3.1.30 Landscaping

The Service Provider is responsible for comprehensive maintenance of vegetation around the facility to include mowing along facility entrance and along entrance and access roads, mowing landfill slopes and perimeter berms slopes, maintenance of vegetation and around stormwater controls, i.e., ponds, ditches and swales, control of vegetation in rip-rap and sediment trap locations. This shall include maintenance and provisions described in the Facility SWPPP.

Access to all monitoring wells (groundwater, gas, stormwater) points shall be maintained clear and accessible at all times.

3.1.31 Access and Security

The Service Provider shall ensure the property is secured when the landfill is closed and shall assist with control of trespassing during business hours.

The Service Provider is solely responsible for security and protection of all materials, supplies, tools, equipment, and facilities. Service provider shall provide additional security measures if deemed necessary at the discretion of the Service Provider and at no additional cost to the County.

3.1.32 Service Provider's Workforce

The Service Provider will always provide enough professional, trained, and equipped staff to perform the services safely and efficiently in accordance with all requirements of this RFP.

The Service Provider shall not employ any person at the landfill that is unfit for duty or anyone unskilled in the work they are assigned. The County, by written notice to the Service Provider, will maintain the right to require the immediate removal from the Landfill of any employee of the Service Provider, who in the opinion of the County, is incompetent, disorderly, unfit, or otherwise unsatisfactory, in which case the employee will be permanently removed and shall not again be employed for Landfill work without the prior written approval of the County. The Service Provider shall be solely liable for any costs, expenses, and/or damages resulting from such removal.

The Service Provider must have a responsible site manager on-site during operating hours. Service Provider must provide a primary contact and one alternate for communicating daily

inquiries, requests from the public, environmental hazards, landfill liner compromise, leachate or groundwater issues, operations concern that would trigger a Notice of Violation (NOV), injuries, death, and any other situations that occur at the landfill site. The preferred communication method is email. When not on-site, the Service Provider's site manager must always be accessible during operating hours.

Except through voluntary resignation, the Service Provider's designated site manager shall not be changed without prior notice given to the County. The site manager shall be authorized to represent the Service Provider at the landfill and shall have full authority to act for the Service Provider in all matters relating to landfill work. Instructions given to the Service Provider's site manager by the County, or the County's Representative, shall be held as instructions given by the Service Provider.

The Service Provider shall maintain good relations with the public while working at the County landfill. The Service Provider's employees hired by the Service Provider shall also be made conscious of their responsibilities in this regard. The County may require the suspension, discharge, or other disciplinary action of any employee directly involved in the County landfill operation for one or more of the following offences during working hours, and the Service Provider shall comply with such requirements immediately:

- Intoxication
- The use of foul, profane, vulgar, or obscene language
- Solicitation of gratuities or tips from the public for services performed hereunder
- The refusal to handle waste, recyclable materials, asbestos waste, or compostable waste
- Any willful or reckless action in disregard of safety of persons or sanitary requirements
- Any action which may constitute a nuisance, violation of law, or disorderly conduct
- Theft
- Unauthorized scavenging or removal of material from the County
- Smoking on landfill property outside of designated areas.

The Service Provider shall conform to and comply with all applicable laws, ordinances and regulations relating to employees, including but not limited to wages, employment standards, Worker's Compensation, nondiscrimination, and all other matters with respect to hiring, discharging, treatment, and safety of all workers employed on or with respect to the work.

The Service Provider is expected to maintain proper records showing the names of all workers employed by or through the Service Provider and this information shall be made available to the County upon request.

At the direction of the County, the Service Provider may be required to:

- Assist with investigation of illegal activities
- Photograph different areas of the County landfill for projects
- Report animal issues to County Animal Control
- Report illegal dumping to County Codes Enforcement

The Service Provider shall ensure that the work is carried out in a manner which ensures there are no labor issues, work stoppages, or other labor disputes with might affect the work. If the Service Provider has knowledge that any actual or potential labor dispute is delaying, threatens to delay, or may threaten to delay the timely performance of the work, the Service Provider shall immediately give written notice to the County, including all relevant information with respect to such dispute or potential dispute. In the event of labor difficulties, the Service Provider at its sole expense shall take all legal steps available to it to continue performing the work without interruption. The Service Provider shall immediately inform the County, in writing, of any labor problems, or potential problems, and inform the County of all proposed solutions.

- The Service Provider shall employ, at all times, a minimum of one (1) person certified as Solid Waste Association of North America (SWANA) Manager of Landfill Operations (MOLO).
- The Service Provider shall have at all times on-site during operation, when MOLO certified personnel are not available, a minimum of one (1) person SWANA certified as a Landfill Operator. Employees at the landfills shall hold certificates in accordance with NCDEQ Regulations. Documentation of certifications shall be provided to the County not less than 30 days prior to expiration of current certification. The Service Provider will maintain a copy of all certifications on-site.

3.1.33 Contingency Operations

In case of an emergency or significant storm event requiring Service Provider presence during non-operational hours, the Service Provider shall be prepared to provide at least one operator on Sundays or holidays if needed and on an emergency basis. The Service Provider shall provide an hourly rate for this service. The County and Service Provider will work together to determine the need for emergency operations and subsequent additional work.

3.1.34 Sanitary Facilities

The Service Provider is responsible for providing and maintaining appropriate sanitary facilities for its operators and landfill customer haulers.

3.1.35 Inspection and Penalty

The Service Provider shall be present for all Stormwater and DEQ inspections and will be held responsible for violations involving items covered by this contract. NCDEQ is not required to give

advanced notice for inspections. The County and the Service Provider will work to ensure inspectors have the access and resources needed to conduct inspections of the Facility to include the Operation Record.

If the County is assessed any fine or penalty or if the County incurs any costs associated with defending themselves against such fine or penalty, and if this fine or penalty is directly related to the Service Provider's activities on site, the Service Provider is solely responsible for payment of such fine or penalty and all costs incurred by the County in defense of such. The Service Provider shall also be solely responsible for implementing all remediation activities without additional cost to the County.

3.1.36 Other Reporting

Service Provider shall maintain a record or daily log of all activities that occur on the landfill facility to include but not limited to personnel activities, hours, type of cover, equipment inspection log, equipment maintenance, and site maintenance. This log shall be made available to the County upon request.

The Service Provider shall submit along with the monthly application for payment, a monthly progress report to include but not limited to a summary of activities completed, past or ongoing project tasks, safety incidents and hauler issues.

3.1.37 Work Plan

The Service Provider shall prepare and submit a work plan to the County at least 45-days days prior to the start of operations under this contract. A digital copy of the work plan shall be provided to the County for review and approval. This work plan will be reviewed and updated as needed, at a minimum on an annual basis.

The Work Plan shall include, at a minimum:

- Service Provider's contact information and emergency contact information
- On-site communication plan
- Methodology for waste disposal and management
- Approach to site maintenance, monitoring, and reporting
- Safety Plan specific to the Landfill Facility
- Equipment list
- Staffing structure to include number of certified and on-site employees
- Contingency plan to address equipment in repair, staffing issues and adverse weather operations
- Fire control plan

- Methods for minimizing the use of airspace and maximizing efficiency
- Daily cover plan
- Litter/windblown control and maintenance plan
- Incident/Complaint Forms

3.1.38 Performance Evaluation

The Service Provider's performance shall be evaluated by the County through regular County inspections and NCDEQ. Performance will be measured for compliance with the Operation Plan, Solid Waste Permit, NCDEQ solid waste regulations, and the Agreement. Additionally, the Service Providers performance will be measured by the following (but not limited to):

- A. Airspace Utilization Factor (AUF). Landfill disposal efficiency, compaction rates, and soil usage will be monitored for compliance with the contract.
- B. Unsatisfactory work shall be specified in writing to the Service Provider by the County. Due to the nature of operations at the landfill (e.g. weather), the Service Provider will be given three (3) days to make contact with the County after receiving written notification to establish a schedule for correcting unsatisfactory work or conditions. Contact shall be in writing and outline the required action items and provide a schedule for completion. The schedule must be mutually agreed upon.
- C. It will be distinctly understood and agreed by and between the County and the Service Provider that should the quality of the workmanship and appearance of the Landfill Facility be unsatisfactory, that the monthly application for payment check will be withheld until such time as the Facility is brought up to the standards as determined by the County.
- D. Chronic failure on the part of the Service Provider's personnel to perform the tasks at the landfill according to these documents and/or Operating Manual will be grounds for termination of the contract.
- E. Failure to perform due to frequent inoperable or malfunctioning equipment shall be grounds for Granville County to cancel the contract with thirty (30) days' notice to Service Provider.

3.2 Oxford Facility - Yard Waste Management

The Service Provider is also responsible for daily management of materials which are not landfilled. The facility receives on average 900-1100 tons of yard waste debris per year.

Yard waste is typically processed to mulch and sold from both the Oxford Facility and the Butner Material Management Facility for \$10/scoop (paid to County), with an additional \$10 charge for loading (paid to the Service Provider).

3.2.1 County Responsibilities

The County will be responsible for operations and maintenance associated with scales and scale house.

The County will provide an outside Service Provider for grinding of yard waste and any transportation of mulch off site.

3.2.2 Staffing

Service Provider will provide sufficient staffing to manage and maintain the yard waste management operation in accordance with the Permit.

3.2.3 Waste Screening

Service Provider with assistance and coordination with scale house employees will inspect incoming loads and remove unacceptable materials and non-organic wastes (i.e., plastics, treated wood, metal, etc.) from the yard waste/land clearing waste stockpile for placement into a roll-off container or other county approved means (vehicle, equipment, container).

Service Provider will haul unacceptable materials and non-organic wastes for disposal within the Oxford Subtitle D Landfill.

3.2.4 Mulch Management & Loading

Service Provider will provide personnel and equipment to manage excessive heat within yard waste area or resulting fires within the Yard Waste Facility.

When mulch is available, the Service Provider will be responsible for loading mulch for customers during normal hours of operation.

Service Provider will cooperate with the responding fire department to manage fire within the Yard Waste Facility.

3.3 Oxford Facility – Scrap Tire Collection Site

3.3.1 County Responsibilities

The Oxford Landfill Facility provides scrap tire collection and management at a designated location at the landfill facility as shown on the Facility Plan. (See Attachments)

The Facility accepts scrap tires from county residents, businesses, and commercial users at no charge provided proper documentation.

The County will be responsible for contracting a third-party tire recycler for hauling and disposal of scrap tires. All revenue from scrap tire processing is retained by the County.

Scrap tire collection totals for the last several years at the Oxford location is presented in the table below:

Fiscal Year	Tons
2022-23	289
2021-22	284
2020-21	278
2019-20	280
2018-19	286

3.3.2 Service Provider Responsibilities

The Service Provider will provide equipment/personnel to load scrap tires into trailers daily. Tires should be loaded into open-top trailers by loading each tire by hand and/or compaction by equipment to minimize transport cost(s). Trailers should be full prior to third party pickup. Loading shall maximize the load and County shall approve loading techniques. Lacing the tires into the trailer is preferred. The Service Provider shall be responsible for the collection area maintenance, management of scrap tires and signage.

3.3.3 Staffing

Service Provider will provide sufficient staffing to manage and maintain the scrap tire collection operation in accordance with the Permit to include equipment and manpower to receive and monitor the designated scrap tire collection area.

3.3.4 All-Weather Roads

The Service Provider will provide and maintain all-weather access roads through the Facility to include to and from the Scrap Tire drop-off loading area.

Access roads shall be graded on a regular frequency to promote drainage, turn-over aggregate to provide a loose rock surface and prohibit potholes and ponded water. The County may request additional events during the year per road conditions.

3.4 Oxford Facility – White Goods and Scrap Metal

3.4.1 County Responsibilities

The County will be responsible for contracting with a white goods & scrap metal processor for hauling, processing, recycling and/or disposal of scrap metal and white goods. The Service Provider will provide on-site management of the collection and management of white goods and

scrap metal to include but not limited to collection area maintenance, management of stockpile to within an acceptable size, and signage.

Revenues from recycling of white goods scrap metal are retained by the County.

3.4.2 Service Provider Responsibilities

Maintenance of the white goods / scrap metal storage areas. Maintenance means that only acceptable materials are received at and stored in the designated areas and that any storage area is kept contained to the smallest re practically possible. Unacceptable materials will be removed immediately by the Service Provider.

The table below lists the tonnage of scrap metal/ and white goods received at both Oxford and Butner locations in the last few years. For bidding purposes, The Service Provider should anticipate stockpiling 300 tons annually at the Oxford Site.

Year	White Good/Scrap Metal Tons
2022	575
2021	696
2020	778
2019	581

3.4.3 Staffing

The Service Provider shall provide sufficient staffing to manage the white goods collection area at the designated locations.

3.4.4 All-Weather Access Road

The Service Provider will provide and maintain all-weather access roads throughout the Facility to include to and from the white goods management area.

Access roads shall be graded on a regular frequency to promote drainage, turn-over aggregate to provide a loose rock surface and prohibit potholes and ponded water.

3.5 Oxford Facility – Unit 1 MSWLF Post Closure Maintenance

3.5.1 Post Closure Maintenance

The Service provider will perform post closure maintenance of Unit 1 MSW Landfill in accordance with Permit No. 3901-MSWLF-2012, Attachment 4 as follows:

“3. Pursuant to Rule 15A NCAC 13B .1627(d)(1)(A), the permittee must maintain the integrity and effectiveness of the final cover systems of the closed Landfill Unit 1, including making repairs to the cover as necessary to correct the effects of settlement, subsidence, erosion, or other events, and prevent surface water from impounding over waste and run-on and run-off from eroding or otherwise damaging the final cover system. In addition, a vegetative cover of native grasses must be maintained and mowed regularly.

4. The permittee must maintain permanent markers that accurately identify the edge of the waste disposal boundary of the closed Landfill Unit 1.

5. The permittee must conduct routine inspections at the closed Landfill Unit 1 and implement the measures to prevent leachate release. In the event of a leachate release from the contained unit is observed; the permittee must report the Section according to Rule 15A NCAC 13B .1604(b)(2)(M). Within 14 working days or a mutually agreed time frame after the leachate release, the permittee must prepare a written incident report and a sampling plan to identify the impacted area due to the release followed by submitting a sampling result report to determine if the following-up correction action should be taken.”

3.6 Butner Facility – Scrap Tire Collection

3.6.1 County Responsibilities

The County will be responsible for operations and maintenance associated with scales and scale house, including utilities and IT expenses.

The County will be responsible for executing contracts and paying all expenses associated with a third-party tire recycler to haul and dispose of scrap tires.

The County will retain all grants, or other revenues, for the hauling and disposal of scrap tires.

Estimated tonnages from prior years are listed below:

Year	Tons
FY22-23	389
FY21-22	386
FY20-21	379
FY19-20	382
FY18-19	374

3.6.2 Staffing

The County will provide equipment/personnel to stockpile scrap tires at the designated scrap tire management area.

3.6.3 Scrap Tire Management

Service Provider will provide equipment/personnel to load scrap tires into an open top style trailer daily. Tires should be loaded into van trailers by loading each tire by hand and/or compaction by equipment to minimize transport cost(s). Trailers should be full prior to third party pickup. However, no tires should exceed the top of the tire walls on open top trailers.

3.6.4 Access Road Maintenance

The County will provide and maintain all-weather access roads throughout the Facility to include to and from the white goods management area.

3.6.5 Fire Protection

Service Provider will provide personnel and equipment to manage excessive heat or resulting fires within the Facility.

Service Provider will cooperate with the responding fire department to manage fire within the Facility. The Service Provider will be compensated on a time and material basis for services related to fire management and control.

Proposal Forms

FORM A
INTENT TO PROPOSE
REQUEST FOR PROPOSAL #23-316

This form should be emailed to jason.falls@granvillecounty.org to ensure you receive all addenda issued for the RFP.

I, _____ a representative
of _____ confirm that we
intend to submit a proposal for RFP #

Company _____

Address _____

Contact _____

Phone (____) _____

Email _____

Date _____

FORM B
CERTIFICATION OF FINANCIAL CONDITION

Name of Service Provider: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Service Provider is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- The Service Provider has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Service Provider is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Service Provider is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Service Provider has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Service Provider.

Note: This is a continuing certification and Service Provider must notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Service Provider must explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Service Provider]

Attachments

Attachments referenced in the Request for Proposal may be downloaded following the link:

https://garrettmoore-my.sharepoint.com/:f/g/personal/bgarrett_garrett-moore_com/EoPCZMeopdhBtj_S2_6UKL8BGkq7w_xt37Mrsg8M3Z3T0g?e=jvEeg4