

ADVERTISEMENT – REQUEST FOR PROPOSALS

The Pasquotank County Board of County Commissioners is inviting qualified independent Contractors to submit proposals for performing the day-to-day operation of the existing Construction and Demolition (C&D) Landfill, (LCID) Land Clearing and Inert Debris storage facility as defined herein. The purpose of this request for proposal is to obtain a Contractor to perform these responsibilities in accordance with Federal, State, and Local laws, rules, regulations and ordinances. Acceptance of any proposal is contingent upon the approval of the permit requirement of the State of North Carolina.

If your company is interested in performing the day-to-day operations of the existing Pasquotank County C&D landfill and LCID storage facility, a sealed proposal shall be provided to the County Manager's Office by 11:00 a.m. Monday May 16, 2022 at which time they will be publicly opened and read aloud. Each sealed envelope containing a proposal must be plainly marked on the outside as "Proposal for Pasquotank County Construction and Demolition Landfill Operations."

A Mandatory Pre-bid Conference will be held on *Wednesday February 22, 2023 10am*

at the Pasquotank County Public Safety Building located at 200 East Colonial Ave., Elizabeth City, N.C. If you miss the Pre-bid Conference your bid will automatically be rejected. You must have a copy of your North Carolina Unlimited Contractor's License at this meeting. If you are bidding under a Contractor with a North Carolina Unlimited License, you must bring a copy of their license and a copy of an agreement between the two companies. A representative from both companies must be present.

No proposal will be received or accepted after the specified time for the opening of the proposals. Such proposals may be deemed invalid and returned unopened to the proposer.

The Pasquotank County Board of County Commissioners reserves the right to waive any formalities or to reject any or all proposals, to evaluate proposals, and to accept any proposal which, in its opinion, offers the most acceptable proposal to provide landfill operation to Pasquotank County.

Questions regarding the RFP may be submitted in writing prior to the pre-bid conference. Additional questions will also be taken at the pre-bid conference.

SECTION 1
GENERAL INFORMATION

Introduction

The intent and purpose of this contract for which proposals are sought are to ensure the healthful, affordable and efficient operation of the existing C&D Landfill and the LCID Storage facility.

Definitions

For purpose of this Request for Proposals and Contract the following definitions shall apply:

1. **“Active Landfill Face”** shall mean the sloped area of the weekly cell where the C&D waste (as defined herein) is deposited in the Landfill to be worked, compacted, and covered.
2. **“Addenda”** shall mean any written or graphic modification or interpretation of the contract documents issued by Pasquotank County prior to the proposal openings.
3. **“Calendar Days”** shall mean every day shown on the calendar, Sundays and Holidays included. Unless otherwise designated days, as used in the Contract Documents, will be understood to mean calendar days.
4. **“C&D”** shall mean Construction and Demolition Landfill. Defined as waste building materials, and rubble resulting from construction, remodeling, repair, and demolition operations on pavement, housed, commercial buildings, and other structures.
5. **“Change Order”** shall mean a written agreement between the Owner and Contractor, covering changes in the scope of the Contract, and establishing the basis of payment and time adjustments, if any, for the work affected by the changes.
6. **“Contract” or Contract Documents”** shall include the following documents:
 - (A) Invitation for Bids
 - (B) General Information & Proposal Instructions
 - (C) Bid Proposal
 - (D) Bid Surety
 - (E) Contract Agreement
 - (F) Payment Bond
 - (G) Performance Bond/Letter of Credit
 - (H) Certifications of Insurance
 - (I) Notice of Award
 - (J) Notice to Proceed
 - (K) General Order(s)

- (L) General Conditions
- (M) Operation and Compliance Specifications
- (N) Design & Construction Drawings
- (O) Addenda

7. **“Contractor”** shall mean the person, firm, or corporation which is awarded the contract and satisfactorily executes the same.
8. **“Cover” or “Cover Material”** shall mean any soil used to cover the C&D Waste disposal of the Landfill.
9. **“Design and Construction Drawings”** shall mean all designs, details, and construction drawing that pertain to this Contract.
10. **“EPA”** shall mean the U.S. Environmental Protection Agency.
11. **“Equipment”** shall mean dozers, graders, front loaders, scrapers, and any other grading spreading or compacting equipment.
12. **“Existing Landfill”** shall mean the existing Construction & Demolition landfill known as the Pasquotank County C&D Landfill, operating under permit number 70-02.
13. **“Hazardous Waste”** shall mean, but is not limited to:
 - (i) Any waste that is required to be accompanied by a written manifest or shipping document describing the waste as “hazardous waste” pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42, USC 6901, et seq. as amended and the regulations promulgated there under; or
 - (ii) Any waste that contains a “reportable quantity” (including quantities which define Small Quantity Hazardous Waste Generators according to state and federal law) of one or more “hazardous substances,” as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42, USC 9601; or
 - (iii) Any waste that contains radioactive material, the storage or disposal of which is subject to state or federal regulation.
14. **“Infectious Medical Waste”** shall mean waste resulting from medical procedures which may cause or is capable of causing disease, such as:
 - (i) Biological waste, including blood and blood products, excretions, exudates, secretions, suctioning, and other bodily fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials contaminated with blood or body fluids; or

- (ii) Cultures and stocks and etiologic agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate, and mix cultures: wastes from production of biologicals; and serums and discarded live and attenuated vaccines. Cultures under this subsection do not include throat and urine cultures; or
 - (iii) Sharps that have been removed from their original sterile containers, including needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling, and syringes.
15. **“Inspector”** shall mean an authorized representative of NCDEQ assigned to inspect the work performed or being performed by the Contractor.
16. **“LCID Land Clearing and Inert Debris”** shall mean waste that is generated solely from land clearing such as stumps, trees, limbs, brush, grass, and other naturally occurring vegetative matter. Inert Debris, concrete, brick, concrete block, uncontaminated soil, gravel and rock, untreated and unpainted wood, used asphalt mixed with dirt, sand, gravel, rock, and concrete.
17. **“Municipal Solid Waste”** shall mean (i) all waste defined as solid waste by the Solid Waste Disposal Act or regulations promulgated there under and (ii) all waste defined as solid waste by NCDEQ having jurisdiction over solid waste generated within such state, except that the term solid waste:
- a. Is intended to mean and include only those substances which are normally expected to be disposed of by employing generally accepted sanitary landfill disposal methods;
 - b. Shall exclude Hazardous Waste and Bio-Medical Waste;
 - c. Shall exclude radioactive waste and any sewerage sludge.
18. **“NCDEQ”** shall mean the North Carolina Department of Environment Quality.
19. **“Notice to Proceed”** shall mean a written notice to the Contractor showing the date he/she can begin prosecution of the work under the Contract.
20. **“Pasquotank County”** shall mean the Pasquotank County Board of Commissioners, a political subdivision of the State of North Carolina. To be used interchangeably with **“Owner.”**
21. **“Pasquotank County Chairman”** shall mean the person who chairs the Pasquotank County Board of Commissioners.

22. **“Permit”** shall mean the permit number **70-02** issued by **NCDEQ** for the operation of the Landfill.
23. **“Proposal”** shall mean any person, firm, or corporation’s written response to the RFP. Used interchangeably with **“Bid Proposal.”**
24. **“Proposer”** shall mean any person, firm, or corporation that submits a written proposal in response to this Request for Proposals. Used interchangeably with **“Contractor.”**
25. **“Request for Proposals”** or **“RFP”** shall mean all the documents including addenda, issued by Pasquotank County as part of this request.
26. **“Solid Waste Committee”** shall mean the committee comprised of local residents and commissioners to oversee solid waste issues in Pasquotank County.
27. **“Special Waste”** shall mean waste material that is not characterized as being either Hazardous Waste or Bio-Medical Waste, and is not normally found in the household waste stream.
28. **“Tipping Area”** shall mean the area in which vehicles approach the active landfill face from the access/haul road and dispose of C&D waste into the landfill.
29. **“Unacceptable Waste”** shall mean banned items, **“Infectious Medical Waste”** and **“Hazardous Waste.”**
30. **“Vicinity Map”** shall mean the map that shows the Landfill property boundary and the C&D waste disposal limits.

Pasquotank County’s Responsibilities

The Owner shall be responsible for obtaining and maintaining all permits necessary to operate the Existing Landfill.

Anticipated Solid Waste Volumes

C&D – approximately 29-35 tons per day.

LCID – approximately 25-35 tons per day.

Award of Contract

The Award of Contract shall be made within forty-five (45) calendar days after the date of the Opening of Proposals. The successful Proposer will be notified by telephone followed by a letter.

Execution of Contract

Within four (4) calendar days after receipt of Notification of Award, the Proposer to whom the award is made shall execute and return the Contract along with a Letter of Credit or Performance Bond and Insurance certificates to the Pasquotank County Manager’s Office.

Term of Contract

The term of the Contract shall be three (3) years with 2 separate one (1) year extensions, beginning July 1, 2023 and lasting until June 30, 2026.

Schedule of Events (subject to change)

<u>EVENT</u>	<u>DATE</u>
<i>Mandatory Pre-Bid Meeting/Conference</i>	<i>February 22, 2023 10am</i>
<i>Submittal of Proposals</i>	<i>March 31, 2023 12pm/noon</i>
<i>Compilation of results</i>	<i>April 4, 2023 12pm/noon</i>

**SECTION 2
SCOPE OF WORK**

Operation of Existing C&D Landfill

Contractor shall furnish all labor, equipment, and materials to operate the C&D Landfill in compliance with all Federal, State and Local laws, ordinances and regulations, including the rules and regulations of the EPA and NCDEQ.

The Contractor shall perform all activities associated with the daily operation of the existing C&D landfill. These activities include, without limitation, the following tasks:

- a. Receive all delivered C&D waste from private citizens, city government, county government, and private waste haulers. Spread and compact C&D waste. Excavate, haul, spread, and compact cover material.
- b. Operate the C&D landfill in accordance with NCDEQ C&D rules section 15A NCAC 13B.0542 and all Federal and Local laws including soil and erosion compliance, control of site access and traffic control, litter control, dust control, and fire control.
- c. Maintain accurate records as deemed necessary to comply with regulations issued by NCDEQ C&D rules section 15A NCAC 13B0542 and all Federal and Local laws.
- d. Maintain all roads around the C&D landfill including service roads. Roads will be highlighted on an attached sheet.

- e. Must have a minimum of 3 SWANA certified C&D landfill operators. One Certified operator shall be on the working face at all times during hours of operation.
- f. Contractor shall be responsible for any fees that arise from a (NOV) Notice of Violation from any regulatory agency if the violation relates to poor workmanship by the Contractor.
- g. Contractor shall be responsible for maintaining and dewatering the borrow pit as needed.

Waste Screening

The Contractor shall provide inspection procedures which at a minimum shall include the following:

- a. Waste shall be visibly inspected as it is being tipped. Visual inspection shall be done by the certified equipment operator.
- b. Waste that has been inspected and determined to be unacceptable waste delivered to or found on the site must be documented and records shall include, at a minimum, time, date, name of hauling firm, name of driver, source of waste, vehicle identification numbers, type and quantity of waste found and any other observations made by the inspector.
- c. A random waste screening shall be performed weekly. Records shall be kept for each load physically inspected in accordance with NCDEQ rules for C&D.
- d. The Contractor shall remove unacceptable waste from the C&D 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 contractor by the end of the business day.

Land Clearing and Inert Debris

The Contractor shall furnish all labor, equipment, and materials to operate the LCID storage facility in compliance with all Federal, State and Local laws, ordinances and regulations, including the rules and regulations of the EPA and NCDEQ.

- a. Receive all delivered LCID waste from private citizens, city government, county government, and from private waste haulers.
- b. Check waste being dumped for material that is not designated for that area such as garbage and C&D material. The removal and disposal of any illegal waste found shall be the responsibility of the Contractor.

- c. An excavator or loader shall be used to stack and condense material in an effort to maximize storage space.
- d. Maintain all roads around LCID storage facility.
- e. Contractor shall be responsible for any fees that arise from a (NOV) Notice of Violation from any regulatory agency if the violation relates to poor workmanship by the contractor.

Other Contractor Responsibilities:

- a. Load tires in the tire trailer and maintain loading area. Tires shall be loaded with a grapple to minimize dirt being loaded in the trailer.
- b. Push up concrete pile to maximize space.
- c. Maintain ditches around site including mowing and cleaning.
- d. Maintain retention pond including mowing of grass and repair of eroded areas.

Waste Flow and Hours of Operation

Once the landfill is closed each day to the general public, the Contractor must provide the necessary services and equipment until all the waste has been adequately covered, per State of North Carolina regulations.

Contractor shall receive C&D waste from 8:00 a.m. until 4:30 p.m. daily, Monday through Friday, and 8:00 a.m. until 12:00 p.m. on Saturdays. The Landfill will be closed on New Year's Day, Thanksgiving Day and Christmas Day. Contractor shall, however, operate at the two facilities during such other hours as may be necessary to comply with the provisions of this Contract. A certified operator must stay until the last customer exits the facility.

Contractor's Employees

The Contractor shall employ only such superintendents, supervisors and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them, including the operation of equipment, and shall dismiss any person or persons, employed by the Contractor, who in performance of the work, engage in misconduct, or are incompetent, dishonest, or neglectful in the proper performance of his or her duties, or who neglect or refuse to comply with or carry out directions of the Contractor.

Failure to Perform

In the event that the Contractor shall fail to dispose of C&D, or LCID waste in accordance with the terms of this Contract, provided the failure is not due to an event of force majeure, Pasquotank County may, at its option, and after written notice to the Contractor as provided herein, terminate the Contract.

Roadways

Contractor shall be responsible for the construction and maintenance of all-weather roads running in and over the landfill. Maintenance shall include but not be limited to leveling or grading gravel (provided by County), snow removal and watering for dust control as needed.

Note: snow removal includes from the entrance into the site off of Simpson Ditch to the top of the C&D disposal area.

Litter Control

Measures shall be provided to control blowing litter. The entire site shall be cleaned of litter every day of operation or more frequently as needed. Contractor shall provide portable litter screens and is required to keep these portable screens in a position to limit the blowing material from the Landfill. The Contractor shall erect such additional temporary or permanent fences, or take such measures as may be necessary to control the blowing of litter.

Salvage

The County of Pasquotank retains all salvage rights. No salvage operations will be permitted at the Active Face of the C&D disposal area and the LCID storage facility. At the County's discretion, recycling operations and composting may take place away from the active areas in accordance with a recycling plan.

Accidental Fires/Fire Control

The Contractor shall have primary responsibility for all fire control at both facilities. In the event a fire should occur, he/she shall immediately close that section of the facility and notify the proper authorities. He/she shall make available all available employees and equipment and shall continue to control the fire with maximum effort until officially relieved by proper fire authorities.

All reasonable precautions, such as separation of "special wastes" and early removal of excavation of "hot spots", shall be taken to prevent accidental ignition or spontaneous combustion of waste within the two facilities. Water, stockpiled earth, or other means shall be available to extinguish such fires as may occur.

Each piece of Contractor's equipment working on the landfill shall be equipped with a fire extinguisher and all employees shall be familiar with their operation.

Traffic Control

The Contractor shall have the responsibility for proper traffic control upon entering and exiting both facilities.

Minimum Equipment Requirements

- 1 – Dozer
- 1 – All wheel drive off road dump truck
- 1 – Excavator capable of stacking limb debris and tires
- 1 – Wheeled loader capable of stacking limb debris
- 1 – 60,000 lb compactor
- 1 – Road grading equipment
- 1 – Yard dog
- 1 – Loading and tipper trailer compacting equipment

If you have alternative equipment that will offer the same or better results please include it in your narrative with documented proof and it will be considered.

SECTION 3 PROPOSER QUALIFICATIONS

Technical Qualifications

The proposal shall include sufficient information to demonstrate that the Contractor has the necessary qualifications to operate a C&D facility and LCID storage facility.

The Contractor shall have at least three (3) years of experience in operating a construction and demolition landfill or a minimum of five (5) years of similar experience. The proposal shall include a narrative describing the qualifications and experience of the Proposer relative to operating a Construction and Demolition landfill along with the following documents:

- A detailed safety, training and contingency program for personnel on site;
- Documentation of at least three (3) SWANA (Solid Waste Association of North America) certified operators in Landfill Operations or the ability to obtain certification before the first day of operation. Three certified operators shall be in each area.
- A written waste screening plan for ensuring how periodic testing of solid waste entering the site will be handled and documented for the C&D landfill.

Financial Qualifications

The proposal shall include sufficient information to demonstrate that the Contractor has the necessary financial strength to provide services requested in this RFP:

- A financial status and report of Contractor's last three (3) fiscal years;

- A certification that Contractor or any predecessor companies is not under any part of the Bankruptcy Act nor has ever filed under the Bankruptcy Act within the past seven (7) years.

SECTION 4 INSTRUCTIONS FOR PROPOSALS

Proposal Requirements

Proposals shall address all information in accordance with the format presented in this section. Proposals that do not address all of the requested information will be considered incomplete and nonresponsive and will be rejected.

SECTION 5 EVALUATION OF THE PROPOSALS

Evaluation and Selection Process

All proposals submitted on time will be reviewed and considered. The Pasquotank County Solid Waste Department may interview those firms whose proposals are responsive to the Request for Proposals. Selection will be based upon, but not limited to, the following considerations:

- Responsiveness to this Request for Proposals
- Prior experience of same type of project
- Prior experience with local governments
- Organization, size and structure of Contractor's operation
- Qualification of Contractor's key personnel
- References
- Financial strength and track record
- Cost factors

NOTE: **This is a request for a proposal. The Pasquotank County Board of Commissioners reserves the right to reject all proposals or to negotiate individually with one or more firms, and select the firm on the basis of all factors.**

SECTION 6 PROPOSED GENERAL CONTRACT TERMS AND CONDITIONS

Introduction

The following are the proposed general provisions of the contract to be entered into by the Proposer who is awarded the Contract under this RFP. Before execution, Pasquotank County and the Proposer may concur to vary the terms of Contract. A sample contract is attached hereto. The parties will enter into a contract that is similar to the attached sample contract.

Performance Bond/Letter of Credit

In order to provide security for the performance by Contractor of its obligations hereunder, the Contractor shall provide or establish any one or a combination of the following: (a) Irrevocable Letter of Credit or (b) the Performance Bond.

a. Letter of Credit

In the event the Contractor delivers an Irrevocable Letter of Credit, such Letter of Credit shall be for a minimum of one (1) year. The Letter of Credit shall be in the amount of \$400,000 (four hundred thousand dollars). Such Letter of Credit shall be in form and content which is reasonably acceptable to the Owner and shall be issued by a bank or financial institution having credit rating for its long-term debt of at least "A", or the equivalent thereof, from a nationally recognized credit rating agency. Such Letter of Credit shall be delivered to the Owner on the Contract Date.

b. Performance Bond

Contractor agrees that, upon execution of this Contract and before beginning work, it shall make, execute and deliver to the Owner a good and sufficient surety bond, in a form approved by Owner, to secure the faithful performance of the terms and conditions herein. Such bond shall be in the amount of \$400,000. The Surety shall be a surety company duly authorized to do business in the State of North Carolina and acceptable to the Owner.

Insurance

Contractor agrees at all times during this contract to maintain in full force and effect the insurance coverage and liability limits set forth below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	\$500,000
Employer's Liability	\$500,000
General Liability	\$2,000,000 Each occurrence
Automobile Liability	\$1,000,000 Each occurrence

Before commencement of work hereunder, Contractor agrees to furnish to the Owner certificates of insurance to the effect that such insurance has been procured and is in force. Such certificate of insurance shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. The insurance policies set forth above shall name Pasquotank County as additional insured.

Compliance with Laws

Subject to the terms and conditions of this Contract, Contractor agrees that in performance of the work herein provided, it will qualify under and comply with Federal, State, and Local laws now in force, and which may hereafter during the term of this Contract be passed and become effective, which are applicable to Contractor and its employees performing such work.

Assignment

This Contract is assignable by a party, including by operation of law, only upon written consent of the Pasquotank County Board of Commissioners and subject to such consent, shall be binding upon, and inure to the benefit of, the assignor's successors and assigns.

Default and/or Termination of Contract

If the Contractor:

1. Fails to begin the work under the Contract within the same time specified in the "Notice to Proceed."
2. Fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the prompt execution of the work.
3. Fails to perform the work suitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable.
4. Discontinues the prosecution of work.
5. Fails to resume work that has been discontinued within a reasonable time after notice to do so.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Makes an assignment for the benefit of creditors.

or if any other cause whatsoever, fails to carry on the work in an acceptable manner, the Pasquotank County Solid Waste Director will give notice to the Contractor as follows:

- (1) A verbal notification from the Director to the Contractor that one or more of the above infractions have occurred.
- (2) A written notification from the Director stating the infraction(s), as were given in the verbal notification, and that such infractions not be corrected within 10 days the Director will proceed to take full power and authority from the Contractor for

Default of the Contract. A copy of such notification shall be sent to the County Manager.

- (3) If the Contractor, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the County will, upon written notification from the Director of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor.

BID SHEET 1

Pasquotank County Construction and Demolition

I understand that the per-ton amounts, as bid below, are for inspecting, leveling, compacting, digging, hauling, and spreading cover material for the Pasquotank County C&D Landfill using a minimum 60,000 lb Waste Compactor. *(This also includes operating according to the NCDEQ rules and regulations)*

Pasquotank County C&D _____ per ton
Bid amount (words)

Numbers _____ per ton

Pasquotank County Land Clearing and Inert Debris Storage Facility

I understand that the per-ton amounts, as bid below are for the storing and stacking of LCID material to maximize storage area. *(This also includes operating according to the NCDEQ rules and regulations)*

Pasquotank County C&D _____ per ton
Bid amount (words)

Numbers _____ per ton

Rate for digging, hauling and spreading dirt _____ per cubic yard

Rate for digging, hauling and spreading mulch _____ per cubic yard

Rate per hour for loading & operating excavator to load one (1) scrap tire trailer _____ .

Hourly rate for all equipment available. Please list on an attached sheet.