

SECTION D - SPECIFICATIONS/SCOPE OF WORK

PART 1.0 - GENERAL

1.1. INCUMBENT CONTRACTOR

Aquafree Facilities, Contract #1112885. The current contract value is approximately \$434,312. The incumbent is permitted to submit a Bid for this solicitation.

1.2. WORK INCLUDED

The County intends to enter into a firm-fixed price, indefinite-quantity Contract for security and facility inspection services for the closed Gude and Oaks Landfills in Montgomery County, Maryland (Refer to **Attachments 1 and 2** for site locations) as well as security and facility inspection services at other properties managed by the County Recycling and Resource Management Division. The actual start date for any Work item must be based upon a written Notice-to-Proceed by the Contract Administrator. The Contractor must initiate all Work requests within forty-eight hours after receiving the written notice, unless otherwise stated.

The Contractor must provide all necessary management (Contract, Work performance, etc.), supervision, personnel, labor, equipment, materials, tools and supplies except as expressly noted in this Solicitation.

PART 2.0 - BACKGROUND/INTENT

2.1. GUDE LANDFILL (CLOSED)

The Gude Landfill (Refer to **Attachment 1**) has a fill area of approximately 120 acres (excluding 16.5 acres of waste encroachment on M-NCPPC Land) and covers approximately 160 acres. The Landfill was operated during the 1960s, 1970s and early 1980s. It is located near Gude Drive and Southlawn Lane near Rockville, Maryland and was closed in 1982 when the Oaks Landfill commenced operations. The Gude Landfill has had improvements made to the site to improve stormwater management and erosion control and landfill gas management. Under certain circumstances, there is a need to pump leachate from landfill gas collection wells and dewatering sumps on the property and transport the leachate to the County's leachate load-out and drop-off concrete bunker and storage lagoons at the Oaks Landfill, about ten miles away. Other maintenance items at the site include, but are not limited to, sediment control structures; general housekeeping such the collection of litter and removal of materials illegally dumped along the perimeter of the property; cutting back vegetation along fence lines; fence repairs, limited mowing, and maintaining the landfill access roads, including roads to groundwater monitoring and landfill gas monitoring and extraction wells. Facilities at the Landfill include a Flare Station, Gas-to-Energy Facility, and a Storage Building (Former Power Plant Building). In addition, there are on-site roads (and off-site roads) providing access to about thirty-nine ground water monitoring wells, seventeen landfill gas monitoring wells, over 100 landfill gas extraction wells and associated above ground piping, two active and two inactive stormwater management/sediment control ponds, over 100 stormwater management structures, and five dewatering sumps.

The County currently has an on-site Contractor, SCS Engineers, performing Landfill Gas Well-Field Services. This contractor operates and maintains the gas collection system and the collection and disposal of condensate from the landfill gas collection system.

During the performance of all on-site Work, the Contractor must avoid any contact with, and must protect from contact, landfill gas wells and conveyance piping including dewatering sumps that are placed on and/or near the surface of the landfill. The gas pipes and wells may change location from time to time as directed by SCS Engineers and the County. The County may have other contractors

at the site and the Contractor must coordinate its activities with other contractors to enable all parties to complete required Work serving the best interest of the County.

2.2. OAKS LANDFILL (CLOSED)

The Oaks Landfill (Refer to **Attachment 2**) has a fill area of approximately 170 acres on a 545-acre site and is located near Fieldcrest Road and Maryland Route 108 near Laytonsville, Maryland. This site was used for the disposal of municipal solid waste from 1982-1995 and disposal of ash residue from the County's Resource Recovery Facility and non-processible waste such as rubble and oversize materials from 1995-1997. There is gate house (guard shack) and an administration/maintenance building near the entrance of the site as well as a Flare Station. There is also a Leachate Pretreatment Facility with ancillary support infrastructure on the eastern side of the property and approximately 5,000,000 gallons of leachate storage capacity in double-lined lagoons, although currently one of the two raw leachate storage lagoons have been taken out of service. In addition, there are on-site roads providing access to about twenty-seven ground water monitoring wells, four stormwater management/sediment control ponds, thirty leachate manhole access structures to the collection system, three leachate lagoon witness manholes and eight condensation traps in the gas collection system.

The County completed the final capping construction for closure of the landfill in early 2001. The County contracts for Landfill Leachate Pretreatment and Landfill Gas Management services at the Oaks Landfill. These contractors are on-site.

The Contractor selected as a result of this Solicitation must coordinate its activities with the other County contractors working at the site and work co-operatively to serve the best interests of the County. During the performance of all on-site work, the Contractor must avoid damaging contact with, and must protect from contact, all above ground infrastructure at/or near the surface of the landfill.

2.3. SCOPE OF WORK, SECURITY SERVICES

2.3.1. All daily, weekly, and monthly reports must be provided to the Contract Administrator with the monthly invoice.

Oaks Landfill:

- 2.3.1.1. The Contractor must provide security and inspection services for the site as directed by the Contract Administrator. The Work is at the direction of the Contract Administrator and is a fixed-price scheduled work for one shift that can be expanded based on an hourly rate. The Contractor is required to maintain a log and record any facility damage and unusual circumstances. The typical shift will be 8:00 AM to 4:30 PM, seven days a week, although this may be modified at the discretion of the Contract Administrator. The number of shifts and hours may be increased, reduced, or eliminated during the term of this Contract at the discretion of the Contract Administrator through advanced written notice.
- 2.3.1.2. The security guard who conducts the inspection must visit all locations listed on the checklist (Refer to **Attachment 11** or as modified in the future) provided by the County during the daily shift to ensure that the site is secure, critical landfill systems are operating, and there are no visual indications of problems at the site. The Contractor must supply the guard with a computer with internet and email access (via satellite), a mobile telephone with a voice mail service, and a functional 4x4 all-wheel drive vehicle. The Guard's office will be at the gatehouse located at the entrance gate to the Oaks Landfill. The Contractor must provide daily reports of the checklist provided by the County, in electronic format (Excel

or scanned PDF) each month. This will be compensated as Scheduled Fixed Price Work.

Gude Landfill

- 2.3.1.3. The Contractor must provide security and inspection services for the site as directed by the Contract Administrator. The Work is at the direction of the Contract Administrator and is a fixed-price scheduled work for one shift that can be expanded based on an hourly rate through advanced written notice. The Contractor is required to maintain a log and record any facility damage and unusual circumstances. The typical shift will be 8:00 AM to 4:30 PM, seven days a week, although this may be modified at the discretion of the Contract Administrator. The number of shifts and hours may be increased, reduced, or eliminated during the term of this Contract at the discretion of the Contract Administrator through advanced written notice.
- 2.3.1.4. The security guard who conducts the inspection must visit all passive reuse amenities on the landfill cap as provided by the County during the daily shift to ensure that the site is secure, critical landfill systems are operating, and there are no visual indications of problems at the site. The Contractor must supply the guard with a computer with internet and email access (via satellite), a mobile telephone with a voice mail service, and a functional 4x4 all-wheel drive vehicle. The Guard's office will be at either the landfill's office trailer or administration building. The Contractor must provide daily reports of the checklist provided by the County, in electronic format (Excel or scanned PDF) each month. This will be compensated as Scheduled Fixed Price Work.

2.3.2. Inspection of Fences, Gates and Cables

Fences, gates, and cables must be inspected daily, and their conditions included in a monthly report. Any significant damage must be reported to the County by the end of the daily shift. These inspections must be performed daily in addition to the Daily Shift Security Guard Services.

Oaks Landfill:

- 2.3.2.1. The Contractor must inspect the site daily and submit a report to the Contract Administrator addressing the conditions of all chain link security fences, entrance gates, landscaping fences, sediment control pond fences, leachate lagoon fences and gates, and security cables at entrances to water quality wells. The report must be prepared in accordance with a format provided by the County (Refer to **Attachment 12** or as amended in the future). This will be compensated as Scheduled Fixed Price Work.

Gude Landfill:

- 2.3.2.2. The Contractor must inspect all chain link security fences, entrance gates, landfill gas and groundwater gates, and sediment control pond fences daily and submit a report to the Contract Administrator addressing the condition of all chain link security fences, entrance gates, landfill gas and groundwater gates, and sediment control pond fences. The report must be prepared in accordance with a format provided by the County (Refer to **Attachment 13** or as amended in the future). This will be compensated as Scheduled Fixed Price Work.

2.3.3. Facility Inspection

The Contractor must inspect any facilities onsite to ensure all buildings and facilities are secured. The inspection of fences, gates, and cables must be conducted and reported monthly. Any significant damage and/or security concerns must be reported to the County by the end of the daily shift. This Work must be performed daily in addition to the Daily Shift Security Guard Services.

Oaks Landfill:

- 2.3.3.1. Building Inspection: The Contractor must perform a scheduled monthly visual inspection of the facilities, including the maintenance building, gatehouse and other facilities on-site and provide a report in a format provided by the County (Refer to **Attachment 14** or as amended in the future). This will be compensated as Scheduled Fixed Price Work.

Gude Landfill:

- 2.3.3.2. The Contractor must perform a scheduled monthly visual inspection of the facilities, including the passive reuse amenities, dog park and other facilities on-site and provide a report in a format provided by the County. This will be compensated as Scheduled Fixed Price Work.

2.3.4. Property Boundary Survey Marker Inspection

Property boundary survey markers must be inspected monthly and their conditions included in a monthly report. Any significant damage must be reported to the County by the end of the daily shift. This Work must be performed outside of the Daily Shift Security Guard.

Oaks Landfill:

- 2.3.4.1. There are no property boundary survey markers at the Oaks Landfill to inspect, therefore, no property boundary survey marker inspection is required at this time, but may in the future.

Gude Landfill:

- 2.3.4.2. The Contractor must perform a scheduled monthly visual inspection of all property boundary survey markers identified at the Gude Landfill (Refer to **Attachment 15** or as amended in the future) in a report format provided by the County. This will be compensated as Scheduled Fixed Price Work.

2.3.5. Trash and Debris General Cleanup

This trash and debris general cleanup must be conducted daily. This Work must be performed in addition to the daily shift security guard services.

Oaks Landfill:

- 2.3.5.1. The Contractor must perform a monthly inspection of the site (Refer to **Attachment 16**) for trash and remove all litter, debris, etc., along the shoulders of MD Route 108, Riggs Road and Zion Road where they meet the boundary for the site, and Fieldcrest Road from MD Route 124 to MD Route 108 (Refer to **Attachment 17**). Collect and remove all material. The frequency of this work may be increased or decreased as-needed by the Contract Administrator. No disposal costs for disposal of the collected material will be charged to the County, if the Contractor takes the collected trash to the Montgomery County Transfer Station

for disposal. This will be compensated as Scheduled Fixed Price Work. Other inspection or trash and debris cleanups beyond the one time per month, must be performed by the Contractor at the same Scheduled Fixed Price.

- 2.3.5.2. The Contractor must notify the Contract Administrator in writing about any illegally dumped materials requiring special clean-up efforts beyond typical litter clean-up found along the roads noted in the inspection of 3.3.5.1. Removal must be directed by the Contract Administrator after receiving, reviewing, and approving a cost estimate from the Contractor. The Contractor must provide a twenty-four-hour response time to remove the illegally dumped materials after having received the Notice-to-Proceed by the Contract Administrator. The Contractor must take the materials to the Transfer Station for disposal and there must be no disposal charge to the County for this material. This will be compensated as Unscheduled Time and Materials Task Order Work.

Gude Landfill:

- 2.3.5.3. The Contractor must perform a monthly inspection (Refer to **Attachment 16**) for trash and remove all litter, debris, etc., along the fence line on East Gude Drive facility entrance and 200 linear feet along the entrance road from the main gate (Refer to **Attachment 18**). The Contractor must perform a similar inspection for trash with litter and debris removal operation at the Southlawn Lane entrance to the Landfill and police the County property line extending approximately 1,000 feet along Southlawn Lane (Refer to **Attachment 18**). The Contractor must collect and remove all material. The frequency of this work may be increased or decreased as-needed by the Contract Administrator. No disposal costs for disposal of the collected material must be charged to the County if the Contractor takes the collected trash to the Montgomery County Transfer Station. This will be compensated as Scheduled Fixed Price Work. Other inspection or trash and debris cleanups beyond the two times per month, must be performed by the Contractor at the same Scheduled Fixed Price.
- 2.3.5.4. The Contractor must notify the Contract Administrator in writing about any illegally dumped materials found along the roads adjacent to the landfill noted in the inspection of 3.3.5.3. Removal must be directed by the Contract Administrator after receiving, reviewing, and approving a cost estimate from the Contractor. The Contractor must provide a twenty-four-hour response time to remove the illegally dumped materials after having received the Notice-to-Proceed by the Contract Administrator. The Contractor must take the materials to the Transfer Station for disposal and there must be no disposal charge to the County for this material. This will be compensated as Unscheduled Time and Materials Task Order Work.

2.4. WORK CONTINUANCE OF EXISTING CONTRACTOR

Due to on-going operations at the facilities, the existing Contractor that performs the duties listed in this Scope of Work will continue to perform these duties until a new Contract is executed as a result of this Solicitation and a Notice-to-Proceed has been issued to the new Contractor with an effective start date for services.

2.5. QUALITY ASSURANCE

2.5.1. Qualifications and Responsibilities of the Contractor

Qualifications

The Contractor must have adequate resources, including, but not limited to: personnel, equipment, materials, tools and supplies to perform all Work defined in this IFB in a timely and competent manner. The Contractor must provide adequate supervision and qualified personnel to ensure competent performance of the Work. All such personnel must be skilled in the various tasks assigned to them.

Responsibilities

The Contractor must be responsible for the proper conduct of all Contractor's personnel, including subcontractors, while on County premises. The Contractor must ensure all employees are trained and qualified to provide the services outlined in this agreement. After execution of the Contract, the Contractor must submit the name(s) of the supervisor(s) to the Contract Administrator. No changes in supervisory personnel must be made without prior notification to and approval by the Contract Administrator in writing. The County must be notified of any personnel changes via email. This notification email must be sent to the Contract Administrator prior to providing any services. The Contractor must provide a telephone number and mailing address for the Contractor's base office that the Contract Administrator can contact regarding Notices to Proceed, Contract Amendments, problems, and emergencies.

The Contractor must ensure compliance with all Maryland State Laws including the requirement that businesses that employ one or more people for security services or loss prevention must now license those employees as security guards. The newly designated "Security Guard Employer" must also register online and submit proof of insurance with the Maryland State Police Licensing Division at <https://news.maryland.gov/msp/2024/12/04/reminder-new-laws-take-effect-january-1-2025-newly-designated-security-guard-employers/>

2.5.2. Equipment

The equipment used by the Contractor, including but not limited to, vehicles, cell phones, laptops, printers, scanners, cameras, locks, chains, or any other equipment needed to secure the site and perform the required inspections, must be of sufficient type, capacity, quantity, and in good working condition to safely and efficiently perform the Work as specified. All equipment is subject to inspection by the Contract Administrator. This inspection may require on-site demonstration of the size and capability of any proposed equipment at no cost to the County. If County determines that the equipment does not meet the requirements of the County inspection, specific equipment specifications will be provided by the County in writing. The Contractor must maintain the same controls, procedures, and quality throughout the contract period as during the investigation and demonstration. The Contractor is responsible for obtaining and maintaining all licenses and permits for equipment use and relocation. The Contractor must be responsible for maintaining all equipment in a safe operating condition and verifying that all employees who operate equipment have received appropriate safety and operational training.

The County will not pay for equipment during downtime and maintenance. The Contractor must keep uptime and downtime records for equipment during all Work performance and include such documentation with the monthly billing. Excessive equipment downtime by the Contractor is considered failure to perform.

2.5.3. Investigations

After Bid opening, the County may make any investigation it deems necessary to determine the ability of the Bidder to perform the Work. The Bidder must furnish the County with all such data and information for this purpose at no cost to the County.

2.5.4. Inspections

All Work by the Contractor is subject to inspection by the Contract Administrator or a designee. All parts of the Work must be accessible to the inspector. The Contractor must correct any Work that is deemed defective by the Contract Administrator to the satisfaction of the Contract Administrator at no additional cost to the County.

2.6. STORAGE

2.6.1. No equipment or materials will be stored on any part of any facility unless approved in writing by the Contract Administrator prior to storage. The County is not responsible or liable for any damage to Contractor equipment during use by the Contractor or while in storage at County Facilities.

2.6.2. The Contractor must keep a running inventory of any materials paid for by the County and stored at the Contractor's service facility. This inventory must be provided to the County on a monthly basis with the monthly invoice. All material paid for by the County must be returned by the Contractor prior to the end of the Contract Term.

2.7. CONTRACTOR'S RESPONSIBILITY FOR SITE SAFETY

2.7.1. The Contractor must perform the Work in a safe and responsible manner to prevent damage, injury, or loss to individuals, the environment, and the Facility, including materials and equipment stored on-site or off-site. The Contractor assumes responsibility for following all Environmental, Health & Safety (EHS) precautions and programs related to operations at the Facility.

2.7.2. The Contractor and all Subcontractors must comply with all legal and County-specific reporting requirements relating to EHS set forth in the Contract Documents. The Contractor must immediately report orally, and in writing within two days, any EHS related injury, loss, damage, or accident arising from the Work to the County's Representative and, to the extent mandated by legal requirements, to all government or quasi-government authorities (including the County's Division of Risk Management) having jurisdiction over safety-related matters involving the Facility. The Contractor and any of its Subcontractors must immediately report to the County's Representative all non-incidental spills, and all other significant impacts to the environment (soil, water, air) in performance of operations at the Facility. The Contractor must also immediately notify County of any failure to comply with state and federal environmental laws, rules, and regulations.

2.7.3. Contractor's responsibility for EHS under this Section is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibilities.

2.7.4. EHS Requirements and Coordination

2.7.4.1. Safety and protection of the environment are of the utmost concern on all County Contracts. Safety in this context refers to the health and safety of people and the protection of the environment. Nothing contained herein relieves the Contractor from complying with all applicable standards and regulations found in 29 CFR

Part 1926 (the OSHA Construction Standard) or 29 CFR Part 1910 (the OSHA General Industry Standard) as applicable, and the Maryland Occupational Safety & Health Administration (MOSH) the administering body in the State of Maryland, 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and ARSD 74:52:01 through 74:52:11 (Stormwater), as well as Chapter 48 of Montgomery County Code.

- 2.7.4.2. The Contractor must address the safety requirements defined herein. Any Contractor costs associated with the implementation of the requirements will be borne by the Contractor. Safety deficiencies discovered after the contract award will be remedied at no cost to the County and may, at the County's discretion, be deducted from the Contract amount.
- 2.7.4.3. The Contractor must follow a work planning process that is acceptable to the County. The work planning process must be conducted and documented prior to the start of Work. The work planning process follows these steps and is documented in the form of a Job Hazards Analysis (JHA):
 - 2.7.4.3.1. Define the scope of the work.
 - 2.7.4.3.2. Analyze hazards in a step-by-step fashion.
 - 2.7.4.3.3. Develop and implement hazard controls and regulatory compliance.
 - 2.7.4.3.4. Perform the work and monitor the effectiveness of the hazard controls.
 - 2.7.4.3.5. Provide feedback to improve the process (e.g. routine workplace inspections, auditing compliance during work performance, job briefing postings, lessons learned, etc.).
- 2.7.4.4. A JHA, developed with the County, must be completed and reviewed with the individual(s) expected to participate in the task(s) prior to beginning a specified task. Copies of JHAs must be present at the location where tasks are being performed and accessible to the individuals performing the tasks and to County representatives.
- 2.7.4.5. The Contractor must conduct a work planning meeting (tailgate/toolbox talk) including, when necessary, Subcontractor employees, prior to the beginning of Work and at least monthly thereafter. The toolbox talk will include a review of hazards and potential regulatory issues and the review of applicable JHAs as applicable to the Work.
- 2.7.4.6. The Contractor must provide all common Personal Protective Equipment (PPE) required for the Work (hard hats, safety toe boots, safety glasses) unless otherwise stated in the Scope of Work.
- 2.7.4.7. The Contractor must educate all Subcontractors with respect to safety and comply with all EHS requirements. In addition, the Contractor is responsible for flowing down all EHS requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.
- 2.7.4.8. The Contractor must ensure that all Contracted employee safety trainings are completed in compliance with County guidelines.

- 2.7.4.9. If the County perceives the Contractor has created or is exposed to an imminent danger or a non-compliance situation, the County will suspend work until safe conditions are re-established. Such stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.
- 2.7.4.10. In the event of an incident/accident/fatality, the Contractor and County will conduct an investigation in accordance with the OSHA's and County's policies. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a reoccurrence, and any lessons learned. The County will facilitate the incident investigation with Contractor participation. Time and expense incurred by Contractor performing an incident/accident/fatality investigation will be at the Contractor's expense.
- 2.7.4.11. Smoking, vaping, or the use of tobacco products is not allowed within the boundaries of the County's facility.
- 2.7.4.12. Contractor acknowledges that periodic drills and exercises may be required by County to validate the adequacy and effectiveness of County's Emergency Response Plan. Contractor also recognizes that such drills and exercises enhance its employees' understanding of County's Emergency Response Plan. Contractor must participate in quarterly drills, which may or may not be scheduled in advance, during the term of this Contract. The Contractor will not be entitled to any additional compensation for participating in these drills or exercises.
- 2.7.4.13. Contractor must assess whether Contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.
- 2.7.4.14. The County reserves the right to restrict or deny access to any Contractor employee to the work location.

PART 3.0 - PRICING

3.1. PRICING

3.1.1. Fixed Price

All prices shall be firm, fixed, fully burdened, and include any other costs required to provide the requirements as specified in this IFB.

3.1.2. Management, Addition, Removal, and Deletion of Work

As part of the management of the Contract, the Contractor must meet with the Contract Administrator prior to the initiation of Work and periodically throughout the Contract at the discretion of the County, and at no additional cost to the County. The Contractor must be responsible for the repairs, environmental penalties, and all associated costs associated with damaged infrastructure and the repairs of such damaged infrastructure.

The County is under no obligation to guarantee any amount of Work as described in this Solicitation and in the Contract with the Contractor.

The County, at its discretion, may add Work Items to the Scope of Work through a Change Order, as separate unit priced line items of the Contract with the Contractor. Upon mutual agreement of scope and unit price, these Work items must be performed by the Contractor.

These Work Orders may include requests for additional security services including changes to hours, or additional staff with advanced written notice.

The County, at its discretion, may remove and delete Work Items from the Scope of Work in portion or in their entirety to serve the best interests of the County.