



**Request for Proposals
Cumberland County - Ann Street Landfill
Landfill Gas to Energy Project**

Request for Proposal

1. GENERAL INFORMATION

1.1. Introduction

Cumberland County (County) hereby requests from qualified developers, with proven experience and expertise, to develop a Landfill Gas to Energy (LFGTE) Project for commercial and beneficial use of landfill gas (LFG) generated at the County’s Ann Street Landfill (Landfill).

1.2. Schedule

The schedule below is intended to provide interested firms information about the schedule anticipated by the County. This is an estimate only and may change.

EVENT	DATE
RFP Issued	September 15, 2025
Pre-Proposal Meeting and Site Visit (1:00 p.m.)	October 8, 2025
Questions Submission Deadline	October 22, 2025
Proposals Due (3:00 p.m.)	October 29, 2025
Interviews with Short-Listed Proposers (if needed)	November 17 - 21, 2025
Recommendation to County Commissioners Infrastructure Committee	January 2026
Contract Negotiation	January - March, 2026

1.3. Pre-Proposal Meeting and Site Visit

A Pre-Proposal Meeting will be held at the site (698 Ann St. Fayetteville, NC, 28301) at 1:00 p.m. on October 8, 2025, interested parties are urged to attend. Cumberland County will arrange transportation for interested parties arriving at the Fayetteville Regional Airport to

the site. The County requests interested parties to RSVP to jscott@cumberlandcountync.gov by October 1, 2025.

1.4. Questions

All questions regarding the meaning or intent of this RFP shall be submitted in writing to jscott@cumberlandcountync.gov.

1.5. Due Date

Sealed proposals are due October 29, 2025 at 3:00 p.m. in the Cumberland County Solid Waste Department Office (698 Ann St. Fayetteville, NC, 28301).

2. SUMMARY

2.1. Request for Proposals (RFP)

Cumberland County (County) hereby requests from qualified developers, with proven experience and expertise, to develop a Landfill Gas to Energy (LFGTE) Project for commercial and beneficial use of landfill gas (LFG) generated at the County's Ann Street Landfill (Landfill) and to make payments to the County in exchange for receiving LFG. The County will consider Proposals which outline technically and financially feasible beneficial uses of the LFG including production of renewable natural gas (RNG), direct use by industrial user(s), and/or other suitable technologies.

2.2. Applicable Definitions

The following terms used herein are defined below for the purposes of this RFP.

Condensate – The liquid formed when saturated landfill gas cools within the landfill gas collection and control system, and containing concentrated levels of condensable chemicals found in landfill gas, including volatile and semi volatile chemicals, some of which may be hazardous.

Contract – Each and every signed Contract between the County and the Developer arising from and pursuant to the terms of this RFP.

County – Cumberland County, NC

Developer – Proposer who signs a Contract with the County arising from and pursuant to the terms of this RFP.

Landfill – The Ann Street Landfill, a solid waste management facility owned and operated by the County, which includes all landfill units, supporting structures, waste handling and processing areas, and buffers within the permitted facility boundary of the

Landfill.

Landfill Gas (LFG) – LFG is a natural byproduct of the decomposition of organic material in landfills. LFG is composed of roughly 50 percent methane (the primary component of natural gas), 50 percent carbon dioxide (CO₂), and a small amount of non-methane organic compounds.

Landfill Gas Collection and Control System (LFGCCS) – The LFGCCS includes, but is not limited to, extraction wells, horizontal collectors, leachate cleanout connections, collection header and lateral piping, interconnecting pipes, valves, dewatering and condensate management features, monitoring and measuring equipment, blowers, flare, telemetry and controls, and other related equipment that are installed and operated to collect and destruct (via flare) LFG.

Landfill Gas Delivery Point – The location between the LFGCCS and the LFGTE Facilities where collected LFG is measured, transferred and sold to the Developer.

LFGTE Facilities – The infrastructure, system components, and controls, including connecting pipeline(s) and utilities for purposes of operating and maintaining an LFGTE Project to beneficially utilize LFG. LFGTE Facilities may or may not be located within the County's property that is leased to the Developer, as applicable.

LFGTE Project – The overall planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services associated with the Project Facilities installed for the beneficial use of LFG. In addition, the LFGTE Project includes marketing, sale, and distribution of the full market value of the LFG.

Leachate – The liquid, which often contains suspended or dissolved waste materials, that has percolated through or drained from solid waste.

Project Facilities – Project Facilities includes the LFGCCS and the LFGTE Facilities.

Project Site – The area(s) of land owned by the County, whereby the County will grant usage to the Developer for purposes of operating LFGTE Facilities per the Contract. The area of land may include easements, rights-of-way, or land leases.

Proposer – A party that submits a Proposal in response to this RFP.

3. LANDFILL INFORMATION

3.1. Description of Landfill and Existing Infrastructure:

The Landfill is located at 698 Ann Street, Fayetteville, NC 28301 and is owned and operated by the County under NC Solid Waste Permit 26-01. The facility, situated on a 355-acre property, includes an active Subtitle D lined MSW landfill (Cells 1-10), a closed MSW landfill (aka the “balefill”), and an active C&D landfill over a pre-Subtitle D regulated MSW landfill. The facility also includes a scale house and scales, recycling building, landfill gas recovery system, an administration and maintenance building, a citizen’s convenience center, and a concrete recycling area. A solid waste transfer station is currently under construction at the facility and a yard waste processing area is proposed for the future. Additionally, the County has submitted a permit application for a lateral expansion of the MSW Landfill.

The existing MSW landfill unit is comprised of Subtitle D regulated lined Cells 1-10 (total of approximately 55.3 acres). Based on current projections, the existing MSW landfill is expected to reach capacity in 2030.

A **proposed** lateral expansion will occupy the location on which the balefill currently sits. The lateral expansion (Cells 11-14) will occupy approximately 38.6 acres (lined) at full buildout. The estimated remaining capacity and life are presented in Table 1 (below). Additionally, further expansion of the facility is being evaluated.

The Landfill currently has an active LFG collection and control system (LFGCCS) which includes 65 vertical extraction wells and 18 leachate collection cleanout collectors.

Leachate collected at the Landfill is currently routed to one (1) of two (2) existing leachate pump stations located on the southeast and west sides of the Landfill. From the pump stations, the leachate is pumped via force main to the leachate storage lagoon prior to discharge via gravity main to the County’s Cross Creek Water Reclamation Facility, a Wastewater Treatment Plant (WWTP).

3.2. Landfill Capacity and Waste Disposal

The total operating capacity and life expectancy of the Landfill is summarized in **Table 1**. Waste disposal tonnages by year are summarized in **Table 2**.

Table 1: Total Operating Capacity and Life Expectancy

Landfill Unit	Area (Acres)	Gross Capacity (CY)¹	Life Expectancy (Years)²
Cells 1-10: Capacity Used: Capacity Remaining:	55.3	5,573,174 1,343,803	----- 5.8
Phase 5: Cell 11 Cell 12 Cell 13 Cell 14	9.3 5.2 6.4 17.7	1,136,551 646,113 799,034 2,081,004	5.3 3.0 3.8 9.8
Totals:	93.9	11,573,548	27.7

Notes:

1. Gross capacity for includes the volume of final cover remaining to be (80.7 acres x 2.0 feet = 260,400 CY).
2. Life expectancy is based on 1/21/2025 topography. Life expectancies are based on a disposal rate of 141,000 tons/year and airspace utilization factor of 0.68 tons/CY.

Table 2: Waste Disposal Tonnages

Year	Tons Disposed	Year	Tons Disposed
1980	65,368	2003	120,670
1981	151,795	2004	147,106
1982	217,923	2005	178,845
1983	98,398	2006	172,739
1984	120,280	2007	174,395
1985	259,609	2008	174,187
1986	234,176	2009	143,661
1987	305,121	2010	145,661
1988	214,330	2011	147,142
1989	217,236	2012	126,291
1990	173,143	2013	113,659
1991	157,056	2014	126,993
1992	166,590	2015	142,236
1993	163,453	2016	146,241
1994	178,759	2017	148,571
1995	177,838	2018	186,953
1996	175,407	2019	159,254
1997	188,384	2020	140,552
1998	86,218	2021	139,689
1999	88,242	2022	140,425
2000	131,560	2023	141,578
2001	131,010	2024	147,387
2002	129,800	2025 and after	141,000 (assumed)

Notes:

Disposal tonnage is based on Ann Street Landfill waste disposal records.

3.3. Regulatory Status

The County has a Title V air quality permit (No. 08846T10) for the Landfill due to the current design capacity exceeding the New Source Performance Standards (NSPS) design capacity threshold of 2.5 million tons.

Based on previous Tier 2 testing, the quantity of non-methane organic compound (NMOC) emissions exceeded the regulatory threshold for installation of an active LFGCCS.

3.4. Estimated LFG Generation and Recovery Rates

LFG generation and recovery rates were estimated for the Landfill using the U.S. EPA's Landfill Gas Emissions Model (LandGEM) under two (2) separate scenarios. **Scenario 1** assumes the landfill reaches capacity in 2030. **Scenario 2** includes the Phase 5 expansion which adds an approximate net capacity of 3,074,095 tons, extending the site life to

approximately 2051, assuming future waste acceptance rates of 141,000 tons MSW per year (combined MSW and C&D waste). Landfill gas generation is estimated using the U.S. EPA's Landfill Gas Emissions Model (LandGEM) with following input parameters and assumptions:

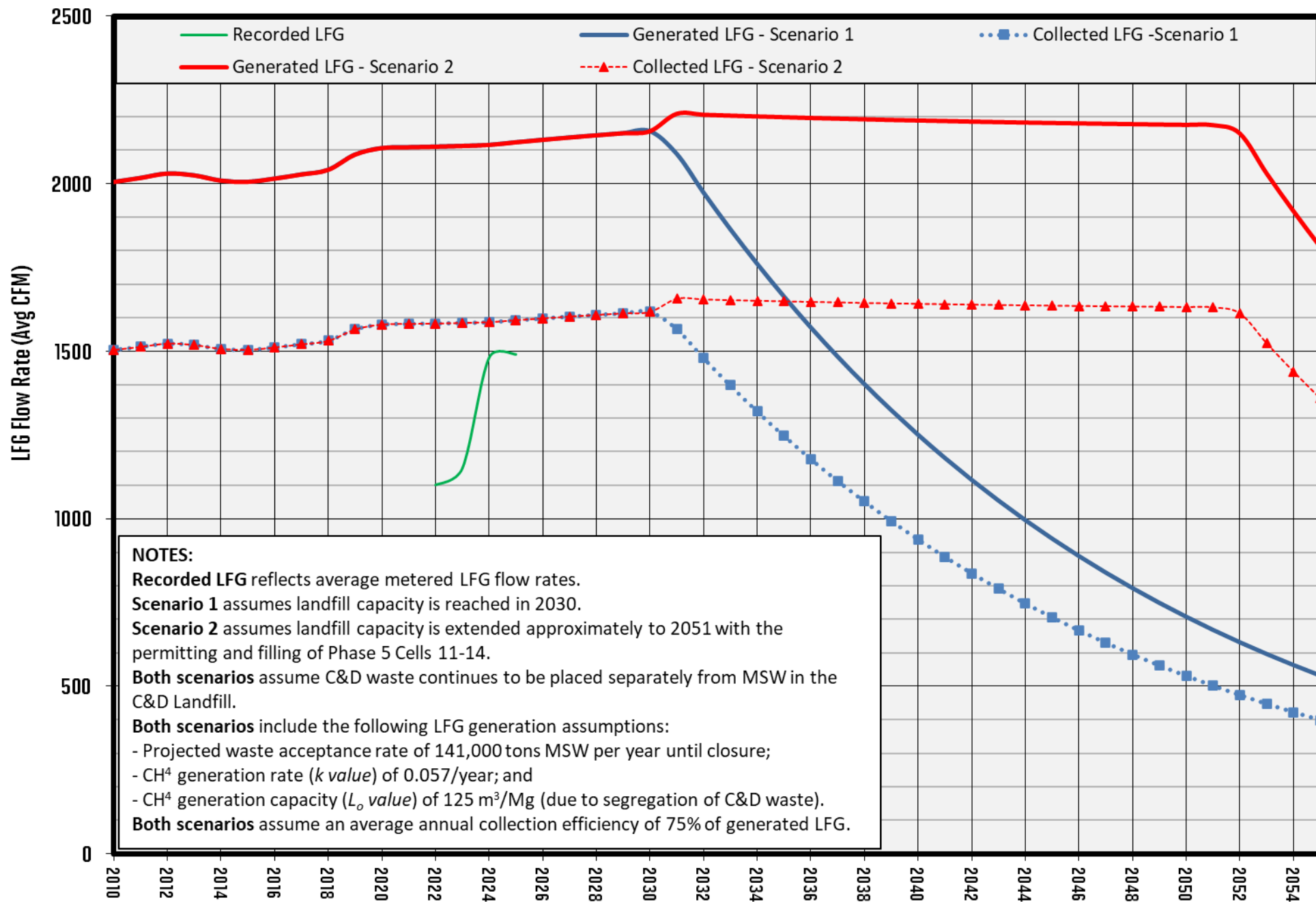
- Total operating capacity and life expectancy (**Table 1**).
- Total Waste in Place through calendar year 2024 (**Table 2**).
- Calendar year through 2024 waste data.
- Projected waste acceptance of 141,000 tons per year from 2025 until closure. Actual waste acceptance rates are expected to vary.
- Projected waste acceptance in 2027 is approximately 192,882 tons, at which point the modeled capacity is consumed.
- Methane generation rate, *k value*, of 0.057/year.
- Methane generation capacity, *L_o value*, of 125 cubic meters per megagram, due to C&D segregated from MSW.
- LFG recovery rates are assumed to equal 75 percent of the generated LFG.
- No adjustments are made to estimate LFGCCS expansions.

The results are presented in **Figure 1** below. Note the LFG generation and recovery rates are included for informational purposes only and no warranty is made or implied regarding future LFG generation or recovery at the Landfill.

3.5. Air Quality and LFG Information

The Title V Air Quality Permit No. 08846T10 is available for review by Proposers on the County's website. Check the link below for additional information as may be requested during the proposal process at <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>.

Figure 1: Landfill Gas Generation and Collection Estimate Cumberland County - Ann Street Landfill



4. SCOPE OF SERVICES

4.1. General

The Scope of Services requested by the County includes, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for facilities associated with the beneficial use of LFG. In addition, the Scope of Services includes the marketing, sale, and distribution of the full market value of the LFG, including all forms of energy, renewable identification numbers (RINs), environmental attributes, tax credits and incentives, and/or other material and marketable features of LFG.

In exchange for granting the Developer the right to receive the LFG at the Landfill for commercial energy production purposes, the Developer must agree to make payments to the County based on metered quantities/measured quality of gas delivered and/or based on some mutually agreed upon revenue-sharing arrangement.

4.2. Term of Contract

The initial term of the Contract shall be for twenty (20) years. At the sole option of the County, the Contract may be extended for up to two (2) additional five (5) year periods.

4.3. Cumberland County Project Responsibilities

The rights and responsibilities of the County are as follows:

4.3.1. Landfill Operations

The County cannot guarantee the quantities or composition of the future waste to be disposed of at the Landfill or the quantity or quality of LFG generated at the Landfill. The County will not operate the Landfill in a manner that could unnecessarily or unreasonably diminish the quality and quantity of LFG generated from the Landfill to the extent practicable. In addition, the County will make reasonable efforts to perform its operations at the Landfill such that it will not unreasonably interfere with the operations of the Developer's LFGTE Facilities. The County will repair or replace any and all components of the LFGCCS or LFGTE Facilities that the County or any of its employees, contractors, agents or other persons under its control may damage.

4.3.2. Landfill Gas Collection and Control System (LFGCCS)

The Owner will be responsible for the planning, permitting, design, finance, construction, operation, and maintenance of all existing and future LFGCCS components at the Landfill.

4.3.3. Solid Waste and Air Quality Permit Compliance

Relative to LFG and air quality, the County will maintain responsibility for the following activities which are required by the County's solid waste and air quality permits:

Solid Waste Permit:

- LFG monitoring and reporting (perimeter wells/probes/County structures) and associated maintenance.
- Landfill cover placement and maintenance.
- General facility maintenance (excluding LFGTE Facilities).

Title V Air Quality Permit:

- Annual and semi-annual air quality reporting (excluding any reporting for LFGTE Facilities).
- Surface emissions monitoring and reporting (if applicable).

Additionally, as permit holder, the County will assist the Developer with providing requested information and review of solid waste and air quality permit modification applications (prepared by Developer).

4.3.4. Federal Greenhouse Gas (GHG) Reporting

The County will maintain responsibility for annual GHG emissions reporting for the Landfill (excluding any reporting for LFGTE Facilities).

4.3.5. Review of Permit Applications and Construction Documents

At all times, the County, in its role as Landfill owner and partner with the Developer, reserves the right to review: 1) permit applications prepared by the Developer prior to the permit applications being submitted to regulatory agencies; and 2) construction documents prepared by the Developer prior to the Developer soliciting for construction or equipment bids. The Developer will be solely responsible for obtaining necessary environmental permits and maintaining compliance with those permits for the Project Facilities except that the County will be responsible for certain compliance activities related to the County's solid waste and Title V air quality permits for the Landfill as noted herein.

The County will complete its review of permit applications and construction documents within 30 working days of receipt and will notify the Developer in writing of any comments, concerns, problems, conflicts, or perceived non-compliance with applicable law, environmental compliance requirements, or landfill operations. The conditions of this "courtesy" review are separate and unrelated from any reviews of permit applications or construction documents in which the County is serving in the role as the regulatory agency.

4.3.6. Access and Property Lease

The specific terms contained in the Contract resulting out of a negotiations phase following this RFP process will ultimately define granted access to the Project Site for the purposes of enabling the Developer to complete their responsibilities. Similarly, any lease of property to the Developer for the Developer's LFGTE Facilities will be stipulated in the Contract.

4.3.7. Landfill Gas Metering and Billing

The County will install meters at a designated LFG Delivery Point to monitor the quality and quantity of LFG delivered to the Developer from the LFGCCS. The County will assume all responsibility for installing, maintaining, and calibrating the meters. In addition, the County will be responsible for reading the meters and preparing invoices for submittal to the Developer, in accordance with the provisions of the Contract resulting out of a negotiations phase following this RFP process. Alternatively, the County may consider provisions in which the Developer is responsible for certain duties related to metering, recordkeeping, and billing.

4.3.8. Right to Terminate Contract

At all times, the County retains the right to terminate the Contract with the Developer for failure to perform as required. Default of the Developer may include, but is not limited to: (a) failure to operate and maintain the Project Facilities in full compliance with all applicable law and environmental compliance requirements; (b) operating the Project Facilities in a manner that creates a non-compliance event for the County's Landfill; (c) operating the Project Facilities in a manner that creates a nuisance condition; (d) failure to make timely and full payments to the County for the LFG; and (e) failure to operate the Project Facilities in a manner that maximizes the beneficial use of the LFG.

If the Developer utilizes less than 50 percent of LFG quantities (or other value stipulated in the Contract resulting out of a negotiations phase following this RFP process), as measured on a 12-month rolling average, the County retains the right to either use the excess LFG, sell excess LFG to another entity (excess to be defined as the average quantity of LFG not utilized over the 12-month period), or if revised terms cannot be negotiated with the Developer, terminate the Contract.

4.3.9. Right of First Refusal

If, at any time, the Developer receives a bona fide offer to sell the LFGTE Project to a third-party purchaser, and the Developer decides to sell the LFGTE Project pursuant to such offer, the County retains the first right to purchase the Developer-owned LFGTE Facilities. The Developer must provide the County a notice of the offer within ten (10)

business days after Developer receives it. The offer notice must include the pricing and the purchase terms included in the offer.

Upon receiving the offer notice from the Developer, the County will have ninety (90) days to respond.

4.4. Developer Project Responsibilities

The rights and responsibilities of the Developer include, but are not limited to, the following:

4.4.1. Landfill Gas Collection and Control System (LFGCCS)

The Developer will be responsible for the flaring of all unused LFG upon the startup of the LFGTE Facilities.

The Developer will repair or replace any and all components of the LFGCCS that the Developer or any of their employees, contractors, agents or other persons under their control may damage.

4.4.2. LFGTE Facilities

The Developer shall, at their sole expense, purchase, design, modify, install, permit, construct, expand, operate and maintain (including preventative and routine maintenance and replacement of worn equipment), and perform environmental compliance monitoring and reporting associated with the LFGTE Facilities, which is considered to be a component of the Project Facilities for purposes of this RFP, all in accordance with applicable laws and environmental compliance requirements, and as may be necessary to beneficially use LFG. Any interconnect requirements (including LFG quality) with existing natural gas pipelines are the sole responsibility of the Developer.

The Developer shall not operate the LFGTE Facilities in a manner that interferes with the County's operations of the Landfill.

4.4.3. Permits and Licenses

The Developer will make application for, obtain, and maintain all applicable permits and licenses required for the construction and operation of the LFGCCS and LFGTE Facilities. All permits for the LFGCCS will be in the County's name. All permits for the LFGTE Facilities will be in the Developer's name.

4.4.4. LFG Marketing and Sale

The Developer assumes all responsibility for the marketing and sale of LFG, including all responsibility for developing, negotiating, and executing agreements with other parties for all forms of energy, renewable identification numbers (RINs), environmental attributes, tax credits and incentives, and/or other material and marketable features of

LFG.

4.4.5. Financing

The Developer is solely responsible for the financing of all of the planning, permitting, design, construction, operations, maintenance, repair, replacement, rehabilitation, and environmental compliance monitoring and reporting associated with the LFGTE Project. The Developer will not be compensated by the County for any work related to the Project Facilities. The Developer may not encumber or otherwise pledge or grant a security interest in the Project Facilities.

4.4.6. Monthly Payments

On a monthly basis, the County will submit an invoice to the Developer for LFG quantities delivered to the Developer during the previous month or reflecting some mutually agreed upon revenue-sharing arrangement. The Developer must make payment to the County within 30 days of the invoice.

4.4.7. Staffing

The Developer is required to staff the Project Facilities with qualified personnel who meet the licensing and certification requirements of the State. The Developer must manage, administer, coordinate and schedule in an orderly manner all work done by Developer's officers, employees, and subcontractors. Developer, Developer's officers, employees, and subcontractors must perform every act or service required in a skillful and competent manner in accordance with the standards of the LFG utilization industry. Where required, the Developer will utilize professional engineers and construction contractors licensed to practice in North Carolina.

The Developer must furnish evidence of the skill and qualifications of their officers, employees, subcontractors and agents on the request of the County. The Developer must take appropriate action with respect to any employee of the Developer or any subcontractor engaging in unlawful, unruly or objectionable conduct.

4.4.8. Resident LFGTE Superintendent

The Developer must appoint a Resident LFGTE Superintendent who is trained, experienced and proficient in the management and operation of similar facilities, and whose sole employment responsibility is managing the Project Facilities at the Landfill. The primary residence of the Resident LFGTE Superintendent must be within a one hundred (100) mile radius of the Landfill. The Resident LFGTE Superintendent must be the Developer's point-of-contact and be responsible for coordination with the County.

4.4.9. Documents for County Review

All construction drawings, plans, construction specifications, equipment specifications,

construction schedules, startup and operational procedures, and permit applications must be provided to the County for review and approval prior to implementation or application. Such approval by the County will not be unreasonably withheld. The conditions of this “courtesy” review are separate and unrelated from any reviews of permit applications or construction documents in which the County is serving in the role as the regulatory agency.

4.4.10. Document Storage at Landfill

At all times, the Developer must maintain at the County’s Landfill office, clean reproducible record copies of all construction drawings, specifications, operations and maintenance manuals, manufacturer maintenance and inspection recommendations for equipment, logic diagrams for instrumentation and control systems, graphic or written instructions, interpretations and clarifications, and all other documents related to the planning, permitting, design, and construction of the Project Facilities. These documents must be provided to the County for reference, copying and use, and a complete set must be delivered to the County upon completion of the Project Facilities. Additionally, the Developer must maintain (updated quarterly as needed) at the County’s Landfill office, copies of all applicable safety data sheets (SDS) for materials used in the Developer’s operation of the Project Facilities.

4.4.11. Environmental Compliance Requirements

The Developer shall be responsible for operating all Project Facilities in a manner to at all times maintain compliance with all current and applicable law and environmental compliance requirements. In addition, the Developer shall assume all responsibilities for environmental compliance monitoring and reporting to appropriate Federal, State and local agencies. Environmental compliance requirements shall include, but shall not be limited to, the Clean Air Act; the Federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar Federal, State, or local statutes and regulations, as may be periodically promulgated and/or amended.

4.4.12. Customer Service (If Applicable)

The Developer shall assume all responsibility for providing customer service to LFG customers including, but not limited to, emergency response for equipment failures, power outages, LFG quantity and quality, monthly meter reading and billing, and service requests for equipment.

4.4.13. Project Closeout

The Developer will be required to decommission and remove all LFGTE Facilities upon cessation of LFGTE Project operations. This shall include, but not be limited to, the removal of all equipment and the proper abandonment (removal and/or capping) of connecting pipeline(s) and utilities. All components of the LFGCCS are excluded from this requirement.

4.4.14. Fines, Penalties and Remediation

If at any time the Developer fails to comply with any applicable law or environmental compliance requirements, the Developer shall, without limiting any other remedy available to the County upon such an occurrence: 1) immediately correct such failure and resume compliance with applicable law or environmental compliance requirements; 2) bear all loss-and-expense of the Developer and the County resulting there from; 3) pay any resulting damages, fines, assessments, levies, impositions, penalties, or other charges; 4) make all capital modifications and changes in operating and management practices which are necessary to assure that the failure of compliance with applicable law or environmental compliance requirements will not recur; and 5) comply with any corrective action plan filed with or mandated by any Federal, State, or local agency in order to remedy a failure of the Developer to comply with applicable law or environmental compliance requirements.

4.4.15. No Nuisance

The Developer shall at all times operate and maintain the Project Facilities in a good, environmentally sound, reliable, safe, neat, clean, and substantially litter-free manner so as to not create any odor, litter, noise, or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition under applicable law or environmental compliance requirement. Should any such nuisance condition occur, the Developer shall expeditiously remedy the condition, make all changes in operating and management practices necessary to prevent a recurrence of the nuisance condition, and indemnify and hold harmless the County from any loss-and-expense relating thereto. The Developer shall be responsible for the permitting, design, construction, operation, and monitoring of any odor abatement system or noise attenuation features at the Project Facilities that the County deems necessary to maintain good relations with the surrounding community.

4.4.16. Other Clarifications, Agreements, and Statements

The Developer acknowledges that additional certifications, agreements, and statements may be required in the Contract. The Developer's execution of Affirmative Action, Non-Discrimination Agreements, Drug-Free Workplace Certifications, and other Federal, State, and local governmental requirements may be required in the Contract.

4.5. Alternatives

Developers may propose alternatives to the scope, including but not limited to, alternate markets, operations, technologies, etc. Alternatives to the stated Scope of Services must be clearly identified in the Proposal (see **Section 5**, Proposal Requirements).

5. **PROPOSAL REQUIREMENTS**

5.1. General

Each Proposer must submit two (2) paper copies of the Proposal along with an electronic copy of the Proposal in the form of a PDF file. Proposals must be submitted on 8.5- x 11- inch paper, double-sided print, with dividers for each section.

5.2. Proposal Organization

Using labeled dividers, the Proposal must be segregated into the following sections:

- Letter of Interest
- Table of Contents
- 1. Qualifications, Experience, and Financial Capability
- 2. Project Description and Approach
- 3. Capital Improvement Plan
- 4. Permits and Documentation Requirements
- 5. Project Pro-Forma
- 6. Proposed Form of Agreement
- 7. Proposal Security.

5.2.1. Letter of Interest

The Proposal must identify all companies proposed for the project team, including the organizational and contractual relationship between the companies and briefly describe the scope of work to be assigned to each company or group, including staff to be assigned. In addition to all companies proposed for the project team, information on the Developer's parent company (if any) shall be provided.

5.2.2. Section 1 – Qualifications, Experience, and Financial Capability

Each Proposer must provide documentation to demonstrate Qualifications, Experience, and Financial Capability for successfully executing the LFGTE Project per their Proposal. In preparing information for this section, the text shall clearly distinguish, and state which entity actually performed the work for which they are claiming experience. Where it is the experience of a parent, affiliate, subsidiary, or subcontractor that is listed as a relevant qualification, this fact shall be explicitly noted and the relationship linking the experience to this project shall be described. This information should include the following:

- 5.2.2.1. A description of currently operating LFGTE projects where the Proposer served or currently serves as the project developer, owner, and/or operator of the facility including the following (for each project):
- Facility name and location, dates of operation, beneficial use technology, capacity, energy or product purchaser, and landfill owner contact information.
 - A discussion of the current level of involvement the Proposer has in the operation and management.
 - A description of compensation arrangement with landfill owner.
 - A description of the responsibilities for the operation and maintenance of the LFGCCS, expansion, cost-sharing arrangements, regulatory and permit compliance, etc.
 - A list of firms that the Proposer teamed with for the implementation (permitting, design, construction, operation, and maintenance).
- 5.2.2.2. A list of all notices of violation (NOVs), compliance actions, and/or litigation related to any facilities owned and/or operated by the Proposer or their affiliated companies since 2020. The list must include a description of the NOVs, compliance actions, and/or litigation, the date received, the name of regulatory agency, the facility name and location, and the resolution or status. In addition, NOVs, compliance actions, and/or litigation information must be provided for any parent company with which the Proposer is associated in the event the Proposer is wholly or partially owned by another corporation or other entity.
- 5.2.2.3. A discussion of any facilities developed, owned, and/or operated by the Developer that have been shut down since 2020. The information should include facility name and location, dates of operation, reason for shut down, beneficial use technology, capacity, energy or product purchaser, and landfill contact information.
- 5.2.2.4. A discussion of the Proposer’s implementation team for this project including, but not limited to, business, financial, and beneficial use technology partners. If determined at proposal submittal time, include technology and infrastructure providers, design and permitting consultants, LFGTE operator, etc.
- 5.2.2.5. A discussion of how the LFGTE Project will be financed and sources of financial resources.

5.2.3. Section 2 – Project Description and Approach

Proposers must provide a Project Description and Approach that describes the intended process(es) for developing a LFGTE Project at the Landfill. Proposers must describe the approach to the planning, permitting, design, construction, and operation of Project Facilities and associated infrastructure.

It is important for Proposers to note that **Section 4** (Scope of Services) of this RFP, in many instances, provides general information regarding the expectations and requirements of the County with regard to Project Facilities, rather than specific contract terms and specifications. In instances where a Proposer finds the Scope of Services language insufficient to represent proposed activities, or to reasonably estimate payments to be made to the County, the Proposer should list their major assumptions.

Where a Proposer takes exception to a specific term or condition of the Scope of Services, the Proposer must clearly identify and describe the proposed modification to the Scope of Services, and define the revenue impact, if any, to the County. If a proposed modification to the Scope of Services increases the revenue potential for the County, then the Proposer must clearly describe and quantify the nature and scope of the revenue increase for the County.

By submitting a Proposal, the Proposer warrants that they have read, fully understand, and comprehend all of the terms and conditions within this RFP, especially those specified in **Section 4** (Scope of Services). The Proposer further warrants that the Project Pro-Forma, including the proposed payments to be made to the County, is based on a full and clear understanding of the Scope of Services and the work required to plan, permit, design, build, finance, operate, maintain, and conduct environmental compliance monitoring and reporting for the Project Facilities.

5.2.4. Section 3 – Capital Improvement Plan

Each Proposer must provide a proposed Capital Improvement Plan (CIP) for constructing the Project Facilities, infrastructure, and controls based on the LFG generation/recovery estimates for the Landfill (see **Section 3**, Landfill Information). The Plan should describe substantial additions or modifications to the Project Facilities that would potentially occur: 1) during the timeframe of the initial 20-year Contract term; and 2) with the addition of two 5-year optional contract extensions, in the event the County elects to invoke the optional Contract term extensions. The CIP will be developed in a manner that illustrates the Proposer's plan for constructing and/or expanding Project Facilities over time as LFG generation/recovery increases, as well as the plan for decommissioning and removal of LFGTE Facilities over time as LFG generation/recovery decreases after landfill closure (and upon ultimate cessation of LFGTE Project operations). The CIP should be developed to clearly demonstrate the Proposer's approach to maximize the utilization of the LFG for the financial benefit of the County. The Proposer must include a Project Schedule with specific information of expansion plans as part of this section.

By submitting a Proposal, the Proposer warrants that Project Pro-Forma, including the proposed payments to be made to the County, accurately reflects all capital, operations, maintenance, administration and financing costs associated with Proposer's Capital Improvement Plan.

5.2.5. Section 4 – Permits and Documentation Requirements

Corresponding to the proposed CIP, each Proposer must provide a listing of all the environmental permits, land development permits, building permits, plan approval requirements, and documentation requirements associated with each task and phase of the LFGTE Project implementation and development of associated infrastructure, and facilities identified in the Proposer's CIP. In addition, each Proposer shall provide information regarding the review and approval requirements of the North Carolina Utilities Commission and/or other regulatory bodies having jurisdiction over any aspect of the Project associated with the specific LFG beneficial use(s) outlined within the Proposal.

5.2.6. Section 5 – Project Pro-Forma

Each Proposer must provide a Project Pro-Forma based on the LFG generation/recovery estimates for the Landfill (see **Section 3**, Landfill Information) and which includes the following information:

- Annual cost projections (by item) (i.e., capital costs, debt service, fees, insurance, operations, and maintenance costs).
- Annual revenue projections (by source).
- Annual projections of payments to the County.
- A detailed discussion of the proposed revenue sharing structure, method of determination, and major assumptions.

Projections are requested for: 1) the initial 20-year Contract term and 2) through the two 5-year optional contract extensions (30-year total).

Note that, for the purposes of this RFP, the Proposer should provide unit price rates with the understanding that any eventual contract will include payment terms based either on LFG quality and quantity or based on some mutually agreed upon revenue-sharing arrangement.

5.2.7. Section 6 – Proposed Form of Agreement

Each Proposer must provide a proposed Contract which is appropriate for the proposed beneficial use technology(ies). The proposed Contract should address the use and

occupancy of real property at the Landfill. The proposed Contract should also include a listing of LFGTE Project and related tasks and show the physical and financial responsibilities for each task relative to the Developer and the County. The proposed Contract may include, but not necessarily be limited to, lease of property, LFG purchase agreement, and utility and/or other easements.

The County reserves the right to negotiate any and all terms and conditions of any agreement in connection with the LFGTE Project. The terms and conditions of any agreement must be satisfactory to the County prior to selection of a Developer.

5.2.8. Section 7 – Proposal Security

A bond or certified check (“Proposal Security”) in the amount of \$30,000 must accompany each Proposal. Proposal Security must be made payable, without condition, to Cumberland County. The County reserves the right to retain Proposal Security of all reasonable Proposals until 180 days after Proposals are due. Proposal Security for Proposals deemed not sufficiently favorable will be returned. If the Proposer withdraws their Proposal, fails to negotiate in good faith with the County, or if after the County and the Proposer agree on terms of a contract, the Proposer fails to sign a contract and provides the necessary bonds within 30 days after a copy of the contract has been presented, the entire amount of Proposal Security shall be forfeited to the County.

6. **EVALUATION AND SELECTION PROCESS**

6.1. Selection Committee

The County will appoint a Selection Committee comprised of appropriate staff and external consultants (as necessary) to evaluate Proposals received.

6.2. Evaluation Process

Upon receipt of Proposals, the selection process will involve three stages as follows:

6.2.1. Stage 1 – Proposal Evaluation

Selection Committee members will review all Proposals and may ask further clarifying questions if needed. Once any questions are addressed, the Selection Committee may select (“short-list”) for further consideration Proposers which appear to offer the most favorable Proposals. A short-list may not be developed if all Proposals warrant further consideration. All Proposals may also be rejected if none are found to be responsive.

6.2.2. Stage 2 – Interviews

Separate interview sessions may be scheduled with select Proposers to allow the Selection Committee to further evaluate qualifications and Proposal options. Promptly after the interviews, the Selection Committee will make their selection and forward

written recommendations to the County Commissioners for approval. If sufficient information is provided with the Proposals, the County retains the right to select without interviews.

6.2.3. Stage 3 – Contract Negotiations

Following approval of the County Commissioners to negotiate with a specific Proposer, County staff and counsel will be directed to begin negotiations. In the event negotiations of specific contract terms, conditions and fees prove unsuccessful with this Proposer, the County Commissioners will collaborate with the Selection Committee on selection of another Proposer with which to begin negotiations.

6.3. Evaluation Criteria

The following criteria will be the basis on which a Proposer will be selected for further consideration, listed in descending order of priority:

- Qualifications, expertise, and past performance on similar projects related to development, construction, and operation of similar LFGTE projects.
- Financial strength, backing, and project financing plan.
- References.
- Project Pro-Forma.
- Project Description and Approach.
- Capital Improvement Plan (including Project Schedule), and Project Permitting and Documentation Requirements.
- Proposed Contract.
- Quality, clarity, and organization of the Proposal.
- Other factors that may be appropriate for the LFGTE Project.

6.4. Rights of County and Selection Committee

This RFP constitutes an invitation to submit Proposals to the County. This RFP does not obligate the County to procure or contract for any of the Scope of Services set forth in this RFP. All responses, inquiries, or correspondence relating to this RFP will become the property of the County when received and will become subject to all appropriate public disclosure laws of North Carolina. The County and the Selection Committee reserve and hold at its sole discretion, various rights, and options, including without limitation, the following:

- Waive any minor informalities in the RFP.
- Prepare and issue addenda to the RFP prior to the receipt of the Proposals that may expand, restrict, or cancel any portion or all work described in this RFP.
- Receive questions and provide answers as they deem appropriate.
- Reject any and all Proposals.

- Change the date for receipt of Proposals or any deadlines and dates specified in this RFP.
- Conduct investigations with respect to information provided, seek clarification, and request additional information.
- Contact references and conduct visits to referenced facilities.
- Interview (or not) any or all of the Proposers.
- To cancel this procurement process with or without substitution of another RFP.