



Henderson County Government
RFP: Grinding, Hauling & Disposal Services

Date of Issue: August 10, 2023

Proposal Due Date: August 18, 2023

Direct all inquiries concerning this RFP to:

Julia Buchanan

Purchasing Agent

Phone: 828.694.5015

Email: Hcpurchasing@hendersoncountync.gov

BID PROPOSAL FORM

Pursuant to the General Statutes of North Carolina informal bids, subject to the conditions and specifications herein, are invited for furnishing the following services. Bids may be submitted via email to hcpurchasing@hendersoncountync.gov or via mail to Henderson County: Grinding & Hauling Services, 113 N. Main Street, Hendersonville, NC 28792. Bids will be due on August 18, 2023, at 3:00 PM EST.

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

DESCRIPTION	GRINDING AND HAULING RATE PER TON
BASE BID: GRINDING, HAULING & DISPOSAL OF DEBRIS AS SPECIFIED HEREIN	
Note: All materials (less specified herein) must be hauled to an approved disposal site per the approval of the Solid Waste Director. Site must comply with DEQ.	

DESCRIPTION	GRINDING FEE PER TON
OPTION I: GROUND MATERIAL TO BE LEFT ON SITE (UP TO 300 CUBIC YARDS ANNUALLY)	

**PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY
ENFORCEABLE FOR 90 DAYS AFTER THE BID DUE DATE UNLESS
NOTED BELOW:**

Printed Name of Firm Representative: _____

Signature of Firm Representative: _____

Title: _____

Name of Firm Submitting Proposal: _____

Firm Address: _____

Telephone Number: _____

Email Address: _____

Bidders Checklist

- ☐ Be aware of the bid opening date and time as indicated on the first page of this proposal.
- ☐ All signatures must be by a company officer or agent who is authorized to enter into contracts and sign bid documents.
- ☐ Have you read and understood the “Terms and Conditions” and the “Instructions to Bidders” for submitting a bid?
- ☐ Have you read and do you completely understand all the specifications of this bid proposal?
- ☐ If an addendum to the specifications was issued, has it been signed and returned with this bid proposal?
- ☐ Have you enclosed statements explaining any exceptions made to the specifications?
- ☐ Have you included executed copies of the attachments?

INSTRUCTIONS TO BIDDERS

Section 1: Purpose

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply Henderson County with grinding and hauling services. All bids and contracts are governed by Henderson County policy and Section 143-129 of the North Carolina General Statutes.

Section 2: Bid Schedule

Listed below are the dates and times by which stated actions must be taken or completed. The County may determine, in its sole discretion, that it is necessary to change any of these dates and times. Should changes be required, proper notice will be provided to potential bidders. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	5:00 PM	August 10, 2023
Deadline for Questions	5:00 PM	August 14, 2023
County Responses	5:00 PM	August 15, 2023
Bids Due	3:00 PM	August 18, 2023

Section 3: Bid Contact

Any and all questions, concerns and requests for additional information shall be directed to the Finance Department to the attention of the Purchasing Agent:

Julia Buchanan
jbuchanan@hendersoncountync.gov

Section 4: Bidder Questions

The County is not liable for interpretations/misinterpretations or other errors, or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the County's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the County clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions, and approval of alternate products to this bid must be received by the County no later than the date shown above in Section 2, entitled "Bid Schedule", under Deadline for Questions. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all County requirements and terms and conditions. The County shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the County's website at www.hendersoncountync.gov/rfps.

Section 5: Objections to the Specifications

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify Julia Buchanan, Purchasing Agent, in writing, stating and listing the specifications and objections, no later than the date shown above in Section 2, entitled "Bid Schedule," under Deadline for Questions. The objections

stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Julia Buchanan, Purchasing Agent. Information obtained from other sources will not be considered in the evaluation and award of this bid.

Section 6: Alternate Bids

Alternate bids are allowed. Alternate bids are those that are not identical by manufacturer and model to what is outlined within the bid document or one which has substantially different specifications to what is outlined in the bid document. When alternate bids are submitted, the bidder must submit documentation for review as a part of the bid to show that the product meets or exceeds the specifications of the item(s) referenced in the specifications. It shall be the responsibility of the bidder to show that the alternate equipment is equivalent and conforms to the specifications contained herein. Bidders may submit multiple bids on various manufacturers' brands/models.

Section 7: Bid Options

The County reserves the right to request pricing on optional equipment or services along with the pricing for the main or primary product or items when applicable. At the discretion of the County, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The bid award will be made to the lowest, responsive, responsible bidder for the main or primary product or services on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the bid award.

Section 8: How to Prepare Bid Proposals

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- A. **PROPOSAL FORM**: Submit all prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
- B. **Addendum(s)**: If applicable, bidders shall include signed addendum(s) with their bid submittal acknowledging the modifications made to the bid document.
- C. **SIGNATURE**: All bids must be signed by an authorized official of the company on the Bidders Signature Page. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- D. **TAXES**: Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the County. The County is required to pay sales tax. The County is exempt from Federal Excise Tax and has a Federal Tax number.

Section 9: How to Submit Bid Proposals

- A. **SUBMIT BIDS ON THE BID PROPOSAL FORM PROVIDED HEREIN.**

- B. Bids may be submitted via email to hcpurchasing@hendersoncountync.gov
- C. Bids may be mailed or delivered as follows:

Mailing & Delivery Address:

Henderson County: Bid for Grinding and Hauling Services
Finance Department
113 N Main Street
Hendersonville, NC 28792

- D. Please note bids not received by the time and date specified on the Bid Proposal Form will not be opened or considered.
- E. Bidders shall provide any available product literature and manufacturer's specifications at the request of Henderson County.

Section 10: Bid Opening

- A. All bids will be opened at the time and place shown on the enclosed Bid Proposal Form. LATE BIDS WILL NOT BE OPENED OR ACCEPTED.
- B. Bids will be examined by the Purchasing Agent and the using department officials promptly after the opening and an award made as early as possible.
- C. Bidders may request and receive copies of the bid document and/or bid tabulation after the award of the project.

Section 11: Award of Bid

A. **Standard of Bid Award Acceptance:**

The County reserves the right to reject any and/or all bids received as allowed by law, or to select the bid which, in our opinion, is in the best overall interest of the County. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract based upon base bid.

B. **Bid Prices:**

All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight, fuel surcharges and other fees if applicable and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the County Purchase Order if not otherwise instructed within the specifications section. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled, and serviced, ready for use and operation where applicable or otherwise described within the specifications. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so

regulated.

C. Order of Precedence:

In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid (if present); 2) the Minimum Specifications section specific to the Bid, 3) Henderson County Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.

Section 12: Errors in Bids

Bidders or their authorized representatives are expected to understand the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

Section 13: Bid Tabulation

Pursuant to North Carolina General Statute 143-131(a), bidders may request a bid tabulation from the Purchasing Agent after the contract has been awarded.

Section 14: Specifications

It is the intent of these specifications to set up minimum requirements for grinding at Henderson County Solid Waste.

I. Overview

- a. Site Location: 191 Transfer Station Drive
Hendersonville, NC 28791
- b. Material Types for Grinding include pallets, brush, trees, stumps, and/or yard debris. Site must be cleared with all material.
- c. Estimated annual tonnage based on materials type:
 - Pallets 387 tons
 - Brush 4468 tons

I. Contractor Responsibilities

- a. Shall stockpile ground material at designated locations by the Solid Waste Director.
- b. Shall provide loading equipment for grinding operations.
- c. Once work has commenced, bidder shall remain on site until the pile selected to be ground has been ground in its entirety.
- d. Shall haul ground material from the site to a pre-approved site meeting DEQ standards. Site approval to be granted by the Solid Waste Director.
- e. 300 cubic yards (per calendar year) of ground material will be left onsite in a location designated by the Solid Waste Director.

II. County Responsibilities

- a. The Solid Waste Director shall contact the winning bidder when it is determined that enough materials to be ground have been collected a minimum of two times per calendar year.

III. Determination of Pricing of Hauling Services

- a. Pricing structure will be based on price per weighted ton as determined by the scales located at the Solid Waste Transfer Station.

Contract 15: Contract Extension & Rate Adjustments

It is the County's intent to contract at a fixed price per weighted ton for a period of one (1) year that is to be termed with the County's fiscal year (July 1 through June 30), with an option to extend the contract for three additional one (1) year periods. The price proposed by the bidder is to remain fixed for the first 1-year of the contract. Prices for additional extension term periods may not exceed a 3% increase per annum.

The County reserves the right to accept or to refuse any documented price adjustment submitted by the vendor/contractor for any reason as determined to be in the best interest of the County. In the event the County does not accept the proposed price adjustment for the extended term, the contract will not be renewed, and the County will rebid the service(s). Any contract extension is subject to the continuation of need and usage by the County and the appropriation of funds.

Section 16: Minority & Disadvantaged Business

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131, the County encourages and provides equal opportunity for Certified Minority and Women- Owned Business Enterprise (MWBE) businesses to participate in all aspects of the County's contracting and procurement programs.

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at <https://www.hendersoncountync.gov/county/page/doing-business-henderson-county>.

Section 17: Terms and Conditions

Any proposal submitted to Henderson County shall be deemed to include all the Terms and Conditions shown in the document found online at

https://www.hendersoncountync.gov/sites/default/files/fileattachments/henderson_county/page/42611/terms_and_conditions_02.23.2022.pdf

These Terms and Conditions, which refer to a "purchase order", shall be deemed to be included in any contract entered into as a result of this Request for Proposals ("RFP").

Any attempt by a proposed contracting party (the "Bidder") under the RFP to exclude any of these Terms and Conditions shall cause any Proposal made in response to this RFP to be deemed to be non-responsive (unless Henderson County has notified the Bidder that the funding source for the goods or work sought under this RFP is not federal funds, in which case those provisions under number 15 of the Terms and Conditions (and all subparts thereunder) may be excluded from a Proposal.

Section 18: Minimum Insurance Requirements

Bidder shall provide an Insurance Certificate naming Henderson County as **additionally insured** per the minimum requirements indicated below. Should different insurance limits be established between the vendor and the County, the Certificate of Insurance with Henderson County named as additional insured shall be contained herein.

Required Coverage	Minimum Insurance Limits
Workers' Compensation	Statutory/Employers Liability: \$1M/\$1M/\$1M
General Liability	\$1M per occurrence/\$1M aggregate - Per Project basis
Automobile	\$1M Combined Single Limit
Excess Liability	\$2M per occurrence
Builder's Risk	Amount of contract for above ground construction

Section 19: Funding Source

This request for proposals is funded with **County Funds**.

Section 20: Attachments

Attachment I: Vendor Information Form