



Macon County
North Carolina



REQUEST FOR BIDS
BID REQUEST NO. 604712-03

**ALUMINUM UNLOADER TRASH
TRAILER FOR MACON COUNTY
SOLID WASTE**

ISSUE DATE: JANUARY 25, 2023

**BID OPENING DATE:
FEBRUARY 1, 2023
4:00 PM LOCAL TIME**

ISSUED BY: MACON COUNTY FINANCE DEPARTMENT
5 WEST MAIN STREET
FRANKLIN, NC 28734
PHONE: (828) 524-1640
LINDSAY LEOPARD, ACCOUNTANT / PURCHASING AGENT

**BIDS ARE TO BE SEALED AND MAILED VIA USPS TO THE ABOVE ADDRESS OR DELIVERED TO THE
PURCHASING AGENT'S OFFICE LOCATED IN THE MACON COUNTY ANNEX BUILDING AT 5 WEST MAIN
STREET, FRANKLIN, NC 28734**

MACON COUNTY, NORTH CAROLINA

FINANCE DEPARTMENT

Bid Request No. 604712-03

January 25, 2023

REQUEST FOR FORMAL BIDS AND PROPOSALS FOR AN ALUMINUM UNLOADER TRASH TRAILER FOR MACON COUNTY SOLID WASTE

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the Macon County Finance Department until 4:00 p.m. local time on Wednesday, February 1, 2023, at which time they will be publicly opened and read.**

MAILING INSTRUCTIONS

1. Bidder submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U.S. Postal Service. Please address and mark your bid as shown below.

MACON COUNTY FINANCE DEPARTMENT ATTN: LINDSAY LEOPARD 5 WEST MAIN STREET FRANKLIN, NC 28734 BID REQUEST NO 604712-03

3. If forwarded other than by U.S. Postal Service, delivery must be made directly to Macon County Finance Department, Attn: Lindsay Leopard, 5 West Main Street, Franklin, NC 28734.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by Macon County. From the date shown until the date of opening the bids, the plans and specifications of proposed work and/or a complete description of the apparatus, supplies, materials, equipment, and/or work and services will continue to be on file in the Finance Department of Macon County, Franklin, NC., during usual office hours, and available to prospective bidders.
2. Time, in connection with discount offered, will be computed from the date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points. Guaranteed maximum price must be shown in all bids.
3. In case of default of the contractor, the County may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
4. Payment by County due thirty days after delivery in Macon County and acceptance unless otherwise specifically provided, subject to any discounts allowed.
5. Governing Law. This Invitation for Bids and any resulting contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this bid or resulting contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.
6. Vendor shall complete every space in the vendor's column with a "yes" to indicate item being proposed is exactly as specified or a "no" to indicate any deviation from the specifications for the item being proposed. Any "no" response or deviation shall be explained in comments spaces provided; or additional as needed. Where certain brands "or equal" are specified, be sure to state the brand/model of option quoted. Any additions, deletions, or variations from the following specifications must be noted.
7. Bids shall be submitted on the form provided with these specifications or copies of it. All forms shall be filled out in ink or typewritten.
8. Bids must be submitted in a sealed envelope with the notation "BID REQUEST NO 604712-03" placed on front of the envelope to identify the bid. No responsibility shall be attached to Macon County for the premature opening of any bids incorrectly addressed or identified.
9. All bids shall be valid for sixty (60) days from bid opening.
10. Macon County reserves the right to reject any or all bids, to waive informalities in any bid, to purchase any whole or part of the items listed in the bid, and to award to other than the lowest bidder if deemed to be in the best interest of Macon County.

SPECIAL TERMS AND CONDITIONS FOR LANDFILL COMPACTOR FOR MACON COUNTY'S SOLID WASTE DEPARTMENT

1. **DETAILED SPECIFICATIONS:** Detailed specifications for this equipment are included as an attachment with the bid request.
Bids to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in the bidder's proposal as though they were specifically stated. It is the sole responsibility of the Bidder to insure that the Bidder's proposal reaches the Issuing Department by the designated time and date. No electronic or faxed bids will be accepted.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, Special Terms and Conditions specific to this Request for Bids and Proposals, the Specifications, and General Contract Terms and Conditions. Macon County objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING DEPARTMENT:** This bid request is issued by Macon County Finance Department, 5 West Main Street, Franklin, North Carolina 28734. All correspondence and inquiry should be made to this address.
4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed in writing to the Macon County Finance Department. Questions regarding specifications to be directed in writing to Lindsay Leopard, Purchasing Agent, Monday through Friday, 8:00 a.m. – 5:00 p.m. Fax (828) 349-2520 or email lleopard@maconncc.org. Questions and responses will be provided to all bidders by issuance of an Addendum. Any Addenda will be made available on the County's website, www.maconnc.org.
5. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS:**
 - a. Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in writing and submitted with the bidder's proposal.
 - b. Addendum: If it becomes necessary to revise any part of the bid, a written addendum will be provided to all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s).
 - c. Macon County reserves the right to postpone bid openings for its own convenience.

6. NONCONFORMING TERMS AND CONDITIONS: A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive.
7. BIDDERS SUBMITTALS: Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder and the Bid Number.
8. EXPENSES INCURRED IN PREPARING BID: Macon County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
9. CONTRACT/AWARD: Pursuant to the laws governing public contracts in North Carolina, the County's RFB#604712-03, successful bidder's/vendor's response to this *Request for Bids and Proposals* and any addenda thereto, plus the County's issuance of a *Macon County Purchase Order* for the proposed goods and/or services shall constitute a binding contract.
10. OPTION TO PURCHASE ADDITIONAL REQUIREMENTS: Subject to the successful bidder's acceptance, the County reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this *Request for Bids and Proposals*.
11. INDEMNIFICATION: To the fullest extent allowed by the applicable law, the bidder/vendor covenants to save, defend, keep harmless, and indemnify Macon County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost (including court costs and attorney's fees, charges, liability, and exposure, however, caused) resulting from, arising out of, or in any way connected with the bidder's/vendor's performance or nonperformance of the terms and contract. This Indemnification shall survive the termination of the contract.
12. SEVERALABILITY: If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.
13. ASSIGNMENT: During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of Macon County.
14. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal. Attached Non-Collusion Affidavit must be fully executed for bid to be deemed responsive.

15. **ANTI-DISCRIMINATION:** By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended. Bidder agrees as follows: The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Bidder will include the provisions of the foregoing paragraphs in this Section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
16. **MINORITY AND WOMEN-OWNED BUSINESSES:** OWNER actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals.
17. **E-VERIFY:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
18. **IRAN DIVESTMENT ACT CERTIFICATION:** Pursuant to N.C.G.S 143-6A-5 (a), Contractor must be able to truthfully certify and shall certify at the time that its bid or proposal is submitted as well as at the time of contracting that in accordance with the Iran Divestment Act the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.
19. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
20. Where reference is made to equipment to be "furnished" or "provided" by the bidder these words shall be read to mean suitably installed on each piece of equipment.

21. VENDOR SUPPORT/SERVICE AND PARTS: The vendor and/or manufacturer bidding on these specifications must describe in writing to be submitted with their bid, its ability to provide repair parts and technical service in the form of a service representative, including the maximum time from receipt of notice to arrival of parts or the service representative. The manufacturer, whether they are the vendor or not must be satisfactory to Macon County from the standpoint of experience, reliability, and demonstrated ability to manufacturer equipment comparable as to size and type as that required by the specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year. Macon County reserves the right to reject bids from vendors that have failed to perform satisfactorily under previous contracts with Macon County and/or vendors that cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service and repair of the equipment herein specified.
22. TAX EXEMPTIONS: Macon County is exempt from Federal Excise Tax but not State and Local Tax. Sales tax shall not be included in bid prices, but shall be shown as separate items.
23. EVALUATION AND SELECTION OF BIDS: The statutory provisions controlling purchasing by local governments in North Carolina General Statutes 143 includes selection standards for use in making of awards and shall be followed. The provision reads, “All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.” Macon County reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of Macon County.
24. In addition, the successful Proposer shall comply with the North Carolina Workers’ Compensation Act and shall provide for the payment of workers’ compensation to its employees in the manner and to the extent required by such Act. Additionally, the successful Proposer shall maintain, at its expense, the following minimum insurance coverage:
- \$1,000,000 per occurrence/\$2,000,000 aggregate—General Liability, including product/completed operations, and
 - \$1,000,000 per occurrence—Combined Single Limit Commercial Automobile
- All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Such insurance shall remain in full force and effect during the term and any renewals of the contract.
25. All bids shall be made firm for no less than sixty (60) days.
26. This Request for Bids and Proposals is subject to the availability of funds for this Project.

SPECIFICATIONS FOR THE ALUMINUM UNLOADER TRASH TRAILER FOR MACON COUNTY SOLID WASTE

The Macon County Solid Waste Department is seeking formal bids for one (1), or two (2) aluminum open-top walking-floor trailers for hauling waste from the Highlands Transfer Station to the Macon County Landfill. Bid amount shall include complete, DOT approved, working units with specifications listed below.

Additionally, bid should indicate a delivery date and any delivery fees to 1448 Lakeside Drive, Franklin, NC 28734. Fee amount should be listed separately on the submittal.

TRAILER SPECIFICATIONS:

Length: 48-feet	Sides: Genesis (or equivalent)
Width: 102-inches	Door: Side Hinge
Height: 100-inches	Suspension: Spring Ride
Capacity: Approx. 120-cubic yards	Axle: Tandem
Type: Unloader	Wheels: Steel – 22.52 x 8.25
	Tires: 11R22.5

FLOOR:

- 1) **FLOOR SLATS:** KEITH MANUFACTURING, 2299, ½” IMPACT, CONTINUOUS WEAR STRIP, 3-1/2” WIDE FLOOR SLATS.
- 2) **DRIVE UNIT:** KEITH 3” CYLINDER DRIVE UNIT.
- 3) **HYDRAULICS:** 2 LINE SYSTEM, WITH 108” X 1”, 3000 P.S.I. HYDRAULIC HOSES WITH MALE AND FEMALE WING-TYPE COUPLERS.
- 4) **SUB DECK:** ALUMINUM 1 X 1’S, FULL LENGTH OF TRAILER, WELDED TO THE CROSSMEBERS. REAR OF FLOOR TO INCLUDE PLASTIC T-BLOCK HOLD DOWNS. (ALERNATE MANUFACTURER EQUIVALENT MAY BE SPECIFIED)

TARP SYSTEM: MOUNTAIN TARP, SIDE ROLL TARP SYSTEM. TARP MATERIAL TO BE HEAVY DUTY VINYL. THE TARP SYSTEM WILL BE OF MANUAL CRANK DESIGN WITH RATCHETS AND STRAPS TO TIE TARP SYSTEM DOWN WHEN ROLLED OVER THE LOAD. (OTHER TARP SYSTEMS CAN BE SPECIFIED.)

ADDITION SPECIFICATIONS:

- 1) **BULKHEAD STEPS:** BULKHEAD TO HAVE (1) LADDER, UP THE DRIVER SIDE, OUTSIDE OF THE BULKHEAD WITH CAST HEAVY DUTY ALUMINUM STEPS ON THE INSIDE.
- 2) **CATWALK:** (1) ONE PLATFORM STYLE CATWALK LOCATED IN THE CENTER OF THE BULKHEAD. CATWALK TO HAVE HAND RAILING LOCATED WAIST HIGH AND NON-SLIP DECKING/ FLOORING.
- 3) **GATE STEPS:** HEAVY DUTY, CAST STEPS UP OUTSIDE CENTER OF REAR TAILGATE.
- 4) **FLAPS:** BLACK RUBBER FLAPS, REAR OF TIRES

NON-COLLUSION AFFIDAVIT

MACON COUNTY
BID REQUEST NO. 604712-03

ALUMINUM UNLOADER TRASH TRAILER FOR MACON COUNTY SOLID WASTE

The undersigned affirms that the proposal made here-in is made without any connections with any other person, or persons, making any other proposal for the above item(s): that it is in all respects fair and without collusion or fraud:

That _____ (Firm Name) is not connected in any official capacity with Macon County, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this proposal, it is understood and agreed, that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract under the same.

The acceptance of this proposal by Macon County, as evidenced by the issuance of a Macon County Purchase Order, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____

State of North Carolina
County of: _____

Sworn to and subscribed
before me, this
_____ day of _____, 20____.

Notary Public

My commission expires: _____

OFFICIAL BID QUOTE AND ACKNOWLEDGMENT

For: ALUMINUM UNLOADER TRASH TRAILER FOR MACON COUNTY SOLID WASTE (Bid No. 604712-03).

Bid Furnished by: _____

Address: _____

Telephone Number: _____ Cell Phone Number: _____

Fax Number: _____

We who furnish this bid have carefully examined the Bid General Conditions, the Special Terms and Conditions, completed the Non-Collusion Affidavit, reviewed the Bid Specifications, **and all Addenda which we list below**, and therefore furnish the bid proposal as shown below.

Addenda (if none, state "N/A"): #1 _____, #2 _____, #3 _____.

BID:

Option 1:

Price for one (1) aluminum unloader trash trailer	\$ _____
Delivery for (1) aluminum unloader trash trailer	\$ _____
Total Bid for one (1) aluminum trash trailer	\$ _____

Option 2:

Price for two (2) aluminum unloader trash trailers	\$ _____
Delivery for (2) aluminum unloader trash trailers	\$ _____
Total Bid for two (2) aluminum trash trailers	\$ _____

Date of the Bid: _____

By: _____

Authorized Signature