

**BID PROPOSAL AND SPECIFICATIONS**  
**ROLL-OFF CONTAINERS**

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**ENVIRONMENTAL MANAGEMENT DEPARTMENT**

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**COUNTY COMMISSIONERS**

**WOODY WHITE, CHAIRMAN**  
**BETH DAWSON, VICE-CHAIRMAN**  
**JONATHAN BARFIELD, JR.**  
**BRIAN BERGER**  
**TOM WOLFE**

**CHRIS COUDRIET, COUNTY MANAGER**

**Section 1      Advertisement**

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**NEW HANOVER COUNTY**  
**ENVIRONMENTAL MANAGEMENT**  
**PURCHASE OF ROLL-OFF CONTAINERS**

Pursuant to NCGS 143-129, sealed bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**PURCHASE OF ROLL-OFF CONTAINERS**” will be accepted until **2:00 P.M. EST, Wednesday, May 28, 2014.**

Complete plans and specification and contract documents can be obtained by visiting the County’s website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

The bids will be publicly opened following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina.

No bid may be withdrawn after the opening of bids for a period of 90 days. The Owner reserves the right to reject any or all bids and waive informalities.

Lena L. Butler, Purchasing Supervisor  
New Hanover County  
(910) 798-7190

Released:      Friday, May 16, 2014

## Section 2 Instructions to Bidders

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### 2.1 Schedule

Release Date	<b>Friday, May 16, 2014</b>
Deadline for Questions	<b>Wednesday, May 21, 2014 by 5:00 PM</b>
Responses to Questions	No Later Than <b>Friday, May 23, 2014</b>
Deadline for Receipt of Bids	<b>Wednesday, May 28, 2014 at 2:00 PM</b> New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, NC 28403 (Opening to be held in Conference Room 500)

### 2.2 Preparation of Bid

2.2.1 **Bids:** Bidders are instructed to submit their bid using the bid form provided. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Changes or corrections made in the bid must be initialed by the individual signing the proposal. **BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

No telephone, electronic or facsimile proposals will be considered. **Bids received after the time and date for closing will be rejected.**

2.2.2 **Deviations:** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

### 2.3 Submission of Bid

Submit bid in a sealed envelope properly marked "**PURCHASE OF ROLL-OFF CONTAINERS**" and address to:

New Hanover County Finance Office  
Attn: Lena Butler, Purchasing Supervisor  
230 Government Center Drive, Suite 165  
Wilmington, NC 28403

**2.3.1** Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) or faxing (910) 798-7806. All questions concerning this proposal shall reference the section number and paragraph. Questions and responses affecting the scope of the services will be provided to Bidders by issuance of an Addendum. **All questions shall be received no later than 5:00 P.M., EST, May 21, 2014.**

**2.3.2** Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section. If any bidder attempts or completes any unauthorized communication, the County will reject the Bidder's proposal.

**2.3.3** All bidders who intend to submit a Bid on this project should send an email to [lbutler@nhcgov.com](mailto:lbutler@nhcgov.com) including pertinent contact information. This will ensure that you receive all addenda issued for this RFB.

## **2.4 Cost of Preparation of Response**

Costs incurred by prospective Bidders in the preparation of the response to this Request for Proposals are the responsibility of the responding Proposers and will not be reimbursed by the County.

## **2.5 Award of Bid**

Award will be made to the responsible bidder submitting the lowest responsive bid, taking into consideration quality, performance and the time specified in the bidding document for the performance of the contract.

## **2.6 Trade Secret Confidentiality**

All bid proposals received are considered public record and available for public inspection after award of contract and/or purchase order. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the BIDDER while attempting to maximize the availability of information to the public.

## **2.7 Deadline for Receipt of Bids**

The deadline for receipt of bids is **Wednesday, May 28, 2014 at 2:00 PM**. Bids will be opened promptly and read aloud. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will be rejected.

## **2.8 Withdrawal of Bids**

Proposers may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

## **2.9 AUTHORIZED SIGNATURE**

Please be advised that the person signing the bid must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery and installation period requested. **BIDS NOT SIGNED WILL BE REJECTED.**

## **2.10 SURETY BONDS**

Bonds are not required for this project

## **2.11. E-VERIFY**

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. Bidders are instructed to complete the E-Verify form and attach to the bid form before submission.

## **2.12 RIGHT TO REJECT**

The COUNTY reserves the right to **reject any or all Bids**, waive irregularities in **any Bid** and make the award in the best interest of the COUNTY.

### Section 3 PURCHASE ORDER TERMS AND CONDITIONS

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1. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered without a purchase order.
2. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
3. **INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
4. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
5. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
6. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
7. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the purchasing agent's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.
8. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
9. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

10. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; New Hanover County, 230 Government Center Dr. #125, Wilmington, NC 28403 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.
11. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller’s violation of any laws. .
12. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agree.
13. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County’s right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller’s risk for credit or replacement at the County’s option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
14. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
15. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA’s Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.

16. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that the New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
17. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
18. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
19. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
20. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
21. **E-VERIFY COMPLIANCE:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.

## Section 4      **ROLL-OFF CONTAINERS SPECIFICATIONS**

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The New Hanover County Department of Environmental Management requests bids for the purchase of roll off containers. All quantities are estimates; final quantities will depend upon bid prices and available funding. Freight to New Hanover County addresses shown below per container shall be listed separately in the bid price. Please specify if the freight charge changes with quantity ordered. Specific type of containers is as follow:

**A. Closed top roll-off style rectangular recycling containers which meet the following specifications:**

Size:	40 cubic yards
Estimated Quantity:	Six (6)
Construction:	Steel with steel reinforcements as required. Continuous welding on all inside and outside seams to prevent rust streaks.
Side:	12 gauge tapered construction with two (2) 3" 4.1 lb. channel vertical supports.
Floor:	10 gauge plate, H.R.S.
Rails:	2" x 6" x 3/16" structural tube with solid steel fronts.
Front hook:	1" plate welded through floor to a 10" x 10" x 3/8" hook plate.
Front tab rollers:	4" diameter x 4" long with 1 1/2" diameter shaft with grease fittings.
Rear rollers:	8" heavy wall pipe x 8" long.
Roll off Type Mechanism:	Heavy duty cable connection
Hook Assembly:	Heavy duty pull hook
Compartments:	No compartments
Color:	Navy blue outside and rust proof primer undercoating.
Access Doors:	Four (4) each side, 28" square to 30" sliding doors. Accessible to persons 4 feet or taller in height.
Hinges:	3 hinges on passenger side.
Latch:	Latch assembly on driver's side.
Painting/Rustproofing:	The entire container is to be undercoated with a rust preventative resin applied to a properly prepared rust free surface. The outside of each

container will have two (2) coats of primer and two (2) coats of international blue enamel.

The proposed containers shall comply with all DOT, DER, OSHA and any other applicable safety codes and standards for construction and operation.

Contractor shall have the containers delivered to the following address:

New Hanover County  
Department of Environmental Management/ Recycling  
3002 US Highway 421 North  
Wilmington, NC. 28401

**B. Closed top roll-off style rectangular recycling container which meets the following specifications:**

Size:	40 cubic yards
Estimated Quantity:	1 (one)
Construction:	Steel with steel reinforcements as required. Continuous welding on all inside and outside seams to prevent rust streaks.
Side:	12 gauge tapered construction with 2 (two) 3" 4.1 lb. channel vertical supports.
Floor:	10 gauge plate, H.R.S.
Rails:	2" x 6" x 3/16" structural tube with solid steel fronts.
Front hook:	1" plate welded through floor to a 10" x 10" x 3/8" hook plate.
Front tab rollers:	4" diameter x 4" long with 1 1/2" diameter shaft with grease fittings.
Rear rollers:	8" heavy wall pipe x 8" long.
Roll off Type Mechanism:	Heavy duty cable connection
Hook Assembly:	Heavy duty pull hook
Compartments:	Two (2) compartments. One (1) divider in middle of container extending side to side, dividing front to back with 20 cu. yds. on each side. Partition door must be easily operated by a single operator and designed for full protection of the operator.
Color:	Navy blue outside and rust proof primer undercoating.

Access Doors: Four (4) each side, 28" square to 30" sliding doors. Accessible to persons 4 feet or taller in height.

Hinges: 3 hinges on passenger side.

Latch: Latch assembly on driver's side.

Painting/Rustproofing: The entire container is to be undercoated with a rust preventative resin applied to a properly prepared rust free surface. The outside of each container will have two (2) coats of primer and two (2) coats of international blue enamel.

The proposed containers shall comply with all DOT, DER, OSHA and any other applicable safety codes and standards for construction and operation.

Contractor shall have the container delivered to the following address:

New Hanover County  
 Department of Environmental Management/ Recycling  
 3002 US Highway 421 North  
 Wilmington, NC. 28401

**C. Open top extra heavy duty roll-off style rectangular containers for C&D recycling which meet the following specifications:**

Size: 40 cubic yards

Estimated Quantity: Fourteen (14); seven (7) with latch assembly on driver's side and seven (7) with latch assembly on curb side.

Construction: Heavy duty; steel with steel reinforcements as required. Continuous welding on all inside and outside seams to prevent rust streaks.

Side: 7 gauge

Floor: 1/4" floor.

Rails: 2" x 6" x 1/4" structural tube with solid steel fronts.

Front hook: 1" plate welded through floor to a 10" x 10" x 3/8" hook plate.

Front tab rollers: 4" diameter x 4" long with 1 1/2" diameter shaft with grease fittings.

Rear rollers: 8" heavy wall pipe x 8" long.

Roll off Type Mechanism: Heavy duty cable connection

Hook Assembly: Heavy duty pull hook

Compartments: No compartments

Color: Navy blue outside and rust proof primer undercoating.

Access Doors: No access doors

Hinges: 3 hinges on driver or passenger side depending on latch location.

Latch: Seven (7) with latch assembly on driver's side and seven (7) with latch assembly on curb side.

Painting/Rustproofing: The entire container is to be undercoated with a rust preventative resin applied to a properly prepared rust free surface. The outside of each container will have two (2) coats of primer and two (2) coats of international blue enamel.

The proposed containers shall comply with all DOT, DER, OSHA and any other applicable safety codes and standards for construction and operation.

Contractor shall have the containers delivered to the following address:

New Hanover County  
Landfill  
5210 US Highway 421 North  
Wilmington, NC. 28401

**Section 5**

**Bid Form**

**PURCHASE OF ROLL-OFF CONTAINERS**

*(The Deadline for Receipt of Bids: Wednesday, May 28, 2014 at 2:00 PM)*

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

Item	Description	Size	Estimated Quantity	Unit Price	*Freight	Total Cost
A	<b>Closed top roll-off style rectangular recycling containers with no compartments which meet the specifications detailed in Section 3 above</b>	40 CY	<b>6</b>	\$	\$	\$
B	<b>Closed top roll-off style rectangular recycling container with 2 compartments meeting specifications Detailed in Section 3 above</b>	40 CY	<b>1</b>	\$	\$	\$
C	<b>Open top <u>extra heavy duty</u> roll-off style rectangular containers for C&amp;D recycling which meeting specifications detailed in Section 3 above</b>	40 CY	<b>14</b> (7) latch/driver side (7) latch/curb side	\$	\$	\$

\*As per location delivery location specified in Section 3.

Please specify if the freight charge changes with quantity ordered. For example:

- 1 Order (1) \$600 each
- 2 Order (2)\$550 each
- 3 Order 3 or more, \$500 each

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**Attachments to Proposal**

- 1. Exceptions to bid (if any)
- 2. E-Verify Form

Signature _____	Printed Name/Title _____
Company _____	
Address _____	
City, State, Zip _____	
Phone Number _____	Fax Number _____
Email Address _____	

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**AFFIDAVIT of COMPLIANCE**  
**with N.C. E-Verify Statutes**

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of \_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. \_\_\_\_\_ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.  
  
\_\_\_\_\_ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep New Hanover County informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Affiant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires: \_\_\_\_\_