



SOLID WASTE MANAGEMENT

INVITATION FOR BID

#25-11-SW FOAM DENSIFIER

September 5, 2024

TO: Prospective Contractors
FROM: Ewa Thomas, Solid Waste Management Senior Admin Support
RE: IFB #25-11-SW Foam Densifier

Cumberland County is soliciting bids for a foam densifier.

Specifications – See Below

Bids will be received in the Solid Waste Management Department, 698 Ann Street, Fayetteville, NC 28301 at any time **before 2:00 P.M.**, as per the clock located in the Solid Waste Management Administrative Office, **Friday, September 20, 2024**. Clearly mark each package with vendor name and IFB number. Bids may also be submitted by email to Ewa Thomas at ethomas@cumberlandcountync.gov subject line MUST read “*IFB #25-11-SW Foam Densifier*”. It is the sole responsibility of the vendor to ensure that the bid reaches the destinations listed above by the designated time and hour. If submitting by email, it is recommended that vendors obtain confirmation that email was received. Bids received after the specified date and time will be deemed non-responsive and cannot be considered for award. **Important Note: The Execution of Bid (Attachment A) and all other required forms must be completed, signed and submitted with bids.**

Should additional information be necessary to prepare a bid, written questions via email relating to such information may be submitted to Tim Middleton at tmiddleton@cumberlandcountync.gov **no later than 12:00 P.M., Thursday, September 12, 2024**. Written questions and responses will be shared with all prospective vendors. Vendors shall rely *only* on written material contained in an Addendum to this IFB. **Each vendor submitting a bid, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees as designated in this IFB. A vendor who does not comply with this provision may be disqualified from award of the contract.**

This solicitation, all attachments and addenda are incorporated herein by reference to any executed contract resulting from this invitation for bid. By submitting a bid, the vendor agrees to meet all stated requirements, specifications, and terms and conditions stated in this solicitation. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better bid, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period.

All addendums and/or corrections will be sent by email to vendors who submit an intent to bid and be posted to the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the Vendor has noticed the County Department of its intent to designate any information in the bid as such and received permission from the County Department to do so in writing. Vendor’s notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is

requested is a “trade secret” covered by the Act, it will notify the Vendor how to mark the information in the bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a bid after receipt of this notice from the County Department shall be deemed to be acceptance of the County Department’s statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any bid marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the invitation for bid and shall not be considered.

Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject any and all bids.

ITEM SPECIFICATIONS

The foam densifier must meet the minimum specifications listed below:

- **Equipment Type:**
 - Thermal Foam Densifier or Hydraulic Foam Densifier
- **Capability:**
 - Must be able to process variable sized EPS/EPE at a rate of no less than 150 lbs per hour.
 - Must be able to produce a product with a density of at least 800 lbs per cubic yard.
 - Must have the ability to run continuously for 8 hours per day.
- **Equipment Specs:**
 - Equipment must fit inside a 20’ x 20’ footprint. Height must be less than 20’.
 - Power supply requirements cannot exceed 480V 3Phase 40amps.
 - Equipment set-up must include a hopper that prepares foam material for processing, i.e. shredding or grinding of foam prior to the heat or hydraulic process.
 - Quote must include 3-year warranty.
 - Quote must include installation, set-up, and operator training of equipment.

The specifications included in this package describe those the County feels are necessary to meet the performance requirements of this IFB and shall be considered the minimum standards expected of the bidder. However, the specifications are not intended to purposefully exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described above.

If the vendor does not submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications. The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

The Execution of Bid (Attachment A) must be completed, signed and submitted with bids.

List all other terms and conditions, considerations and fees. Please attach additional sheets, if necessary. Vendors may attach on a separate sheet any other type of discounts that are available.

List sales tax separately in your bid and list/identify any other charges. If discount is available for prompt payment or bulk order, identify terms so it may be considered in analyzing bid.

TERMS AND CONDITIONS

IRAN DIVESTMENT ACT: As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

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.

DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL: The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County 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. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

ATTACHMENT A: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are bid. By executing this bid, the undersigned vendor certifies that this bid is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all bids or reject specific bids with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a bid packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the IFB.
- _____ This bid was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this IFB with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing IFB, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT B: BID COST

Foam Densifier
The foam densifier must meet the minimum specifications below:
Equipment Type:
<ul style="list-style-type: none">Thermal Foam Densifier or Hydraulic Foam Densifier
Capability:
<ul style="list-style-type: none">Must be able to process variable sized EPS/EPE at a rate of no less than 150 lbs per hour.
<ul style="list-style-type: none">Must be able to produce a product with a density of at least 800 lbs per cubic yard.
<ul style="list-style-type: none">Must have the ability to run continuously for 8 hours per day.
Equipment Specs:
<ul style="list-style-type: none">Equipment must fit inside a 20' x 20' footprint. Height must be less than 20'.
<ul style="list-style-type: none">Power supply requirements cannot exceed 480V 3Phase 40amps.
<ul style="list-style-type: none">Equipment set-up must include a hopper that prepares foam material for processing, i.e. shredding or grinding of foam prior to the heat or hydraulic process.
<ul style="list-style-type: none">Quote must include 3-year warranty.
<ul style="list-style-type: none">Quote must include installation, set-up, and operator training of equipment.
Delivery \$
Additional Fees:
Total Bid: \$