

**NEW HANOVER COUNTY
RECYCLING AND SOLID WASTE DEPARTMENT
REQUEST FOR PROPOSALS
ROCK CRUSHING SERVICES
RFP# 25-0263**



COUNTY COMMISSIONERS

**BILL RIVENBARK, CHAIR
LEANN PIERCE, VICE CHAIR
JONATHAN BARFIELD, JR.
DANE SCALISE
ROB ZAPPLE**

CHRIS COUDRIET, COUNTY MANAGER

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**NEW HANOVER COUNTY
RECYCLING AND SOLID WASTE DEPARTMENT
REQUEST FOR PROPOSALS
ROCK CRUSHING SERVICES
RFB # 25-0263**

Proposals will be received by Anne McAllister, Business Officer for “**RFP # 25-0263 ROCK CRUSHING SERVICES**” until **3:00 P.M. EST, TUESDAY, November 19, 2024**.

Proposals should be emailed to Anne McAllister, Business Officer, at amcallister@nhcgov.com. The subject line should contain **RFP # 25-0263 ROCK CRUSHING SERVICES**.

New Hanover County is accepting proposals for the crushing of approximately 4,000-6,000 tons of concrete annually at the New Hanover County Landfill located at 5210 Highway 421 North, Wilmington, North Carolina.

Instructions for submitting Proposals and complete requirements and information may be obtained by visiting the County’s website at <https://www.nhcgov.com/bids.aspx>.

New Hanover County reserves the right to accept or reject any or all Proposals and to make the Award which will be in the best interest of the County.

Released: Friday, November 1, 2024

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
Friday, November 1, 2024	RFP issued.
Wednesday, November 6, 2024 Thursday, November 7, 2024 Friday, November 8, 2024	SITE VISITS BY APPOINTMENT FROM 8 AM-NOON. SITE VISITS ENCOURAGED, BUT NOT REQUIRED. CONTACT SAM HAWES 910-798-4454 OR SHAWES@NHCGOV.COM TO ARRANGE A VISIT.
Tuesday, November 12, 2024 @ 4:00 PM EST	Deadline for questions. All questions must be submitted in writing to Anne McAllister, Business Officer amcallister@nhcgov.com .
Thursday, November 14, 2024, BY CLOSE OF BUSINESS	Questions will be answered via written addendum.
Tuesday, November 19, 2024 @ 4:00 PM EST	Deadline for submittal of Proposals via email.

2.2 – Preparation of Proposal

2.2.1 Proposers are instructed to submit their Proposal by email to Anne McAllister, Business Officer, amcallister@nhcgov.com. Please be sure to include “**RFP # 25-0263 ROCK CRUSHING SERVICES**” in the subject line of the email.

2.2.2 **Completion of Proposal Form (Price Sheet):** Proposers are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the Proposers’ risk. Each Proposer shall furnish the information required on the price sheet. Proposals are to be submitted on the price sheet contained in this Proposal package. Proposals submitted that are not on the attached proposal form will be rejected. **PROPOSALS NOT SIGNED WILL BE REJECTED.**

2.2.3 All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

2.2.4 Changes or corrections made in the Proposal must be initialed by the individual signing the Proposal. No corrections will be permitted after the email time deadline.

2.2.5 **Please include three (3) references** for similar type of work. The successful bidder will be a contractor familiar with this type of work with the necessary equipment and personnel to perform the work within the required time.

2.2.6 Contractor shall sign and return NHC Recycling and Solid Waste Contractor Compliance Requirements document (attached to the contract).

2.2.7 Please complete and return with Proposal the E-Verify and MWBE Forms incorporated herein.

2.2.8 Proposals received after the time and date for submittal will not be considered.

2.3– Site Visit-Recommended, but not required.

There will be opportunity for site visits held on **November 6, November 7, and November 8, between the hours of 8am and 12 noon each day. Please contact Sam Hawes, Landfill Manager, at 910- 798-4454 or shawes@nhcgov.com to schedule your visit.** This site visit is recommended but not required. It is the Proposers' responsibility to obtain all information that may be necessary for preparing the Proposal and entering into a contract with the County. Any costs shall be at the Proposers' own expense.

2.4– Questions

After the bid issue date, all communications shall be in writing. Questions concerning this solicitation should be directed to Anne McAllister at amcallister@nhcgov.com. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Anne McAllister, Business Officer, via email: amcallister@nhcgov.com.

Questions should be submitted no later than **Tuesday, November 12, 2024 at 4:00 P.M. EST.** An addendum summarizing all questions and answers will be posted to the County's website by **close of business on Thursday, November 14, 2024.** Proposers who have notified the County of their intent to submit a proposal along with an email address will be sent the addendum upon posting **on Thursday, November, 2024.**

2.5 – Proposal Opening

There will be no formal Proposal opening. Proposers are instructed to email their Proposal to amcallister@nhcgov.com by **Tuesday, November 19, 2024 at 4:00 P.M. EST.** The subject line should contain **"RFP #25-0263 ROCK CRUSHING SERVICES."** Any proposals received after the scheduled email submittal time will not be accepted.

2.6 – Communication

Proposer may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section, which is Anne McAllister, Business Officer. If any vendor attempts any unauthorized communication, the Proposal may be rejected.

2.7 – Intent to Submit

Proposers who intend to submit a proposal on this project should send an email to amcallister@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

2.8 - Cost of Preparation of Response

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

2.9 – Ownership of Documents

All Proposals and accompanying documentation will become the property of New Hanover County at the time the Proposals are received and as such will not be returned to the Proposer.

2.10- Trade Secret Confidentiality

Upon receipt of your Proposal by New Hanover County, your Proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your Proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.11 - Withdrawal of Proposals

Proposer 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 thirty (30) days.

2.12- Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit Proposals in response to this RFB.

2.13- Indemnity

The Proposer shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Proposer hereunder, resulting from the negligence of or the willful act or omission of the Proposer, his agents, employees and subcontractors.

2.14 – E-Verify

Pursuant to Session Law 2013-418, Proposer shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. The County may require an affidavit attesting to Proposer's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.15 - Addendum

The RFP package constitutes the entire set of instructions to the Proposer. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Proposers who notified the Business Officer of their intent to submit a proposal and posted on the County's website.

You may visit our website <https://www.nhcgov.com/bids.aspx> to check for the issuance of any addenda before submitting your proposal.

2.16 - Compliance with Proposal Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of Proposal.

2.17 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

2.18 – Award

2.18.1 Award shall be made to the lowest responsive responsible Proposer taking into consideration quality, performance, and the time specified in the Proposal for the performance of the contract. The county may also consider other factors such as past performance, financial stability, time of performance and availability of the equipment in the consideration of the award.

Execution of Agreement

2.18.2 The successful vendor is expected to enter into a contract with the County. **See section 7 – Draft Contract.**

2.18.3 The successful Proposer to whom the Contract is awarded by the County shall within ten (10) business days after notice of award deliver to the County all required documents necessary to execute the contract/purchase order. Failure to do so may result in the County exercising its right to negotiate with the next lowest Proposer.

2.18.4 Any person, firm(s), corporation, or association submitting a proposal shall be deemed to have read and understood all the term, conditions, and requirements in the specifications and/or scope of work.

2.19 – Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.20 - Insurance

Before commencing any work and prior to contract execution, the Proposer shall procure insurance in the Proposer's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself, or anyone directly or indirectly employed by him/her. **Section 7**
See Section 7 for limits of insurance requirements detailed in the Draft Contract.

2.21- Successful Proposer

The successful Proposer who is not currently registered as a vendor in the County's vendor database will be required to register. Please visit the County's website at [Vendor Self Service \(munisselfservice.com\)](http://munisselfservice.com). For questions, contact Amanda Caulfield at 910-798-7192 or email acaulfield@nhcgov.com

2.22 – Contract Term / Time of Performance

The Contractor shall begin the work within 10 business days of receipt of signed contract or notice to proceed issued by the County. Contractor shall complete the work within 8 weeks of the start date as coordinated with the Landfill Management Staff annually. This contract will be for 3 years with an option for two (2) one (1) year extensions.

2.23 - Right to Reject Proposals

New Hanover County reserves the right to accept or reject any or all Proposals and to make the award which will be most advantageous to the County.

2.24 – Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina.

The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

RFB #25-0263
ROCK CRUSHING SERVICES

SCOPE of WORK New Hanover County is soliciting bids for the crushing of approximately 4,000 – 6,000 tons of concrete annually located at the New Hanover County Landfill located at 5210 Highway 421 North, Wilmington, North Carolina. The material to be crushed consists of concrete, brick/block and a small percentage of granite/marble. Bidders shall provide a turn-key \$/ton price for crushing services per year. This contract will be for a period of 3 years with an option to renew for an additional 2 years.

The project consists of annual rock crushing events in which 4,000 – 6,000 tons will be crushed. The cost/ton shall include mobilization, demobilization and any other costs associated with the work. The contractor shall coordinate with County staff as needed. Bidders are encouraged to visit the project site prior to submitting bids. The project area is tight and other operations adjacent to the site will remain open during the work. Project specifications are as follows:

- Material shall be crushed to 1½ inch minus. Material shall meet NC DOT specifications for ABC.
- Contractor shall properly dispose of all trash and steel at the end of the job.
- Contractor shall provide a conveyor system capable of stock piling crushed product away from the crusher so that material can be hauled while crushing is ongoing.
- Contractor shall provide a conveyor system containing certified scales to weigh all crushed material. County will randomly run loads of crushed material across certified scales at the site to verify accuracy of contractor conveyor scales. Conveyor scale weights shall be used as the basis for payment.
- Contractor shall provide all needed dust suppression to maintain compliance with OSHA regulations. There is no water line available for use to suppress dust.
- Contractor shall comply with all local, state and federal safety rules and regulations and shall sign and return NHC Recycling and Solid Waste Contractor Compliance Requirements documents attached to this proposal.
- The Contractor shall be solely responsible for maintaining safety at the work site. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors.
- Contractor shall begin the work within 10 business days of receipt of signed contract or notice to proceed issued by the County.
- Contractor shall complete the work within 8 weeks of the start date as coordinated with the Landfill Management Staff annually.
- County cannot guarantee the quantities, if any, of concrete to be crushed annually, but are anticipating services needed based on historical data.
- Contractor shall provide a separate conveyor to remove excess fines into a separate pile as directed by County staff. Need will be determined in the field.

Section 4– E-Verify

E-VERIFY

(To be submitted with all Proposals)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20____

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal)

Section 5— Minority Business Form

(Submit with Your Proposal)

Minority & Women Business Enterprise (MWBE) Program

FORM

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____, and the duly authorized representative of [Business Name] _____ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the Proposer acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the Proposer will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.

Section 6— New Hanover County Purchase Order Terms and Conditions

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the “Bill to” Department shown on the inpurchase order.
2. **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.
3. **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.
4. **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.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor.
6. **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.
7. **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.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the Purchasing’s consent. Any unauthorized quantity is subject to rejection and return at seller’s expense.
9. **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.
10. **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.
11. **INSURANCE**
See Section 7 for limits of insurance requirements detailed in the Draft Contract.

12. **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.
13. **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 agreed.
14. **ACCEPTANCE AND INSPECTION:** If for purchase of goods, 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.
15. **WARRANTY:** If for purchase of goods, the seller expressly warrants those 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.
16. **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.
17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that 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.
18. **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.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **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.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **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.

23. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.

Section 7 Bid Proposal (Do Not Include Tax in Your Bid)

Rock Crushing Services

BID # 25-0263

(The Deadline for Receipt of Bids: Tuesday November 19, 2024 at 4:00 PM)

Turn-Key Price (per ton) for annual rock crushing services. \$ _____

Turn-Key Price (per ton) for annual rock crushing services (in word form):

Attachments to Proposal

1. (3) References
2. E-Verify
3. Minority Business Form
4. Contractor Compliance Requirements

Addendum Acknowledgement Receipt (signed and attached):

Addendum 1: _____ Date: _____
Addendum 2: _____ Date: _____
Additional Addendum: _____ Date: _____

***** INCLUDE THREE (3) REFERENCES FOR SIMILAR WORK**

1.

2.

3.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I further certify that the proposed equipment meets or exceeds the minimum specifications as listed in this bid package.

Company _____

Address _____

City, State _____ Zip Code _____

Phone Number _____ Fax Number _____

Email

Signature

Printed Name/Title

STATE OF NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this ____ day of _____ 202____ by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. **Scope of Services.** Contractor shall provide all labor, equipment and materials for crushing of approximately 4,000 – 6,000 tons of concrete annually located at the New Hanover County Landfill located at 5210 Highway 421 North, Wilmington, North Carolina. The material to be crushed consists of concrete, brick/block and a small percentage of asphalt/granite/marble, as more specifically described in Exhibit A, attached hereto, and incorporated herein by reference.
2. **Time of Performance.** The term of this Agreement shall begin from receipt of Notice to Proceed, and all work shall be completed within three (3) years with an option to renew for two (2) additional one (1) year renewals.
3. **Payment.** County hereby agrees to pay for the cost of this Contract based on unit price per ton not to exceed a total sum of \$50,000.00 annually. Payment is contingent upon a final County inspection and acceptance of work or services.
4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
5. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal

injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

7.1.2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4. Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or

self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.2. Workers' Compensation and Employer's Liability

7.2.1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2. Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3. The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3. Business Auto Liability

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

7.3.3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.4. Deductibles and Self-Insured Retentions

7.4.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.5. Miscellaneous Insurance Provisions.

7.5.1. Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees.

7.5.2. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive, Ste. #125, Wilmington, NC 28403.

7.5.3. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.6. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted a specific exemption.

7.7. Evidence of Insurance

7.7.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.7.2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.7.3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter

upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9. Conditions

7.9.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.9.2. Contractor shall warrant the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.9.3. Contractor shall promptly notify New Hanover County Environmental Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.9.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.9.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.9.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.9.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

7.9.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.9.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any

orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

16. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators, and assigns.

17. Severability. If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

18. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. Governing Law. All of the terms and conditions contained herein

shall be interpreted in accordance with the laws of the State of North Carolina.

20. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. Iran Divestment Act Certification. Pursuant to N.C.G.S. 147-86.55, Contractor shall fully comply with the North Carolina State Treasurer requirement that the Contractor or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

22. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

23. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

New Hanover County Recycling & Solid Waste

Attn: Anne McAllister

5210 U.S. 421 N

Wilmington, NC 28401

To Contractor:

24. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

25. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

CONTRACTOR

_____(Seal)
President

ATTEST:

Secretary

STATE OF _____

_____ COUNTY

I, _____, a Notary Public of the State and
County aforesaid, certify that _____ came before me this day and
acknowledged that (s)he is President of _____,
a _____, and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this ____ day of
_____, 202____.

Notary Public

My commission expires: _____

**[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A AND IS
INCORPORATED HEREIN BY REFERENCE]**



Contractor Compliance Requirements

Introduction

The safety and health of all contractors, customers, and employees of the New Hanover County Recycling and Solid Waste is of primary importance. As a result, the prevention of occupationally induced injuries and illnesses will be given precedence over operating productivity whenever necessary.

Our goal is to maintain a safety and health program conforming to all applicable OSHA standards and to lead in safety program management within our industry. To be successful will require contractor cooperation in all safety and health matters.

As a contractor you will be required, as part of your contract, to take an active role in the Department of Recycling and Solid Waste safety and health program. The following contractor safety and health requirements, when adhered to, will ensure safety for contractors, customers, and County employees.

Additionally, potential damage to equipment and property will be avoided. It is impossible to document all possible situations or to provide precise guidance for every contingency a contractor may encounter in the course of their work. However, adherence to the rules as written and the desire to apply safe work practices will result in the highest level of safety.

General Requirements

1. All contractor employees shall always abide by the Department of Recycling and Solid Waste safety and health rules and regulations. The Department's Safety Manual is available for copy or review in each of the Department's offices.
2. The contractor and all contracted employees are required to follow the procedures for signing in and out. Procedures may differ depending on the section of the department the contractor is working in; they will be explained fully before the work begins.

3. The contractor shall have a competent individual in charge at the job site to supervise the job, conduct an adequate accident prevention program, and ensure compliance to OSHA and Department rules.
4. All accidents or injuries shall be reported immediately to the Landfill Manager or Safety Manager.
5. Contractor employees are not allowed to enter areas other than the work site, unless it is required for the performance of their job.
6. The contractor shall inform the Landfill Manager of any known hazardous conditions that exist, due to the contract work being done, in areas where Departmental employees may be exposed to the known hazards.
7. The contractor shall provide Material Safety Data Sheets for all containers of hazardous substances brought onto the Landfill property.
8. The contractor shall sign the "Contractor Hold Harmless" waiver form in order to use any Department equipment.
9. Periodic job site inspections will be conducted by the Landfill Manager or Safety Manager to ensure that the job is proceeding safely in accordance with safety rules.
10. Smoking is prohibited on all construction projects at the Landfill.
11. Violation of these rules is grounds for immediate termination of contract work.

Standards of Conduct

New Hanover County Recycling and Solid Waste has established standards to ensure the smooth, safe, and efficient operations of the Department. Violation of these standards is considered serious and may lead to termination of the contract. The following are prohibited:

1. Willful damage to any Departmental property, customer property, or the property of Department employees.
2. Possession, use, or distribution of alcohol, narcotics, or illegal drugs on Department property.
3. Possession of firearms, ammunition, concealed weapons, or explosives (unless properly authorized).
4. Abusive or threatening language, harassment, disrespectful behavior, workplace violence, or interfering with the work of Department employees.
5. Theft or attempted theft from the Department or Department employees.
6. Refusal to perform contracted work or refusal to obey instructions.
7. Sleeping on the job.
8. Negligence or conduct which could result in injury or damage to property.
9. Falsification of documents.

Contractor Safety Training

Please return this signed page with your proposal.

Please place a check by each of the following categories in which one or more of your employees has been trained. It is understood that not all contractors will have employees who are trained in all the areas listed.

- ___ Personal Protective Equipment
- ___ First Aid and CPR
- ___ Lockout/Tagout
- ___ Confined Space Entry
- ___ Respiratory Protection
- ___ Hazardous Communication
- ___ Material Safety Data Sheets
- ___ Fire Prevention and Protection
- ___ Fall Protection
- ___ Scaffolding
- ___ Heavy Equipment Training/Certification (includes bulldozer, loader, forklift, excavator, grader, roller, back-hoe, bobcat)
- ___ Welding, Cutting, and Brazing
- ___ Electrical Safety
- ___ Trenching/Excavation
- ___ Other _____
- ___ Other _____

New Hanover County Recycling and Solid Waste reserves the right to ask for any training records from the categories that were checked above. The County reserves the right to reject the bid of any firm that cannot document proper safety training as it relates to conducting the work included in the contract.

Contractor Agreement to Comply

I, _____, a representative of _____ do hereby acknowledge that my company has received a copy of the guidelines governing contract work being performed on New Hanover County Department of Recycling and Solid Waste property. It is agreed that as part of the contract my company and its employees will comply with these guidelines and all the written programs which apply to the work being performed.

Signed _____

Date _____

(Contractor)

Please return this signed page with your proposal.

(To be submitted with all Bids/Proposals)

Iran Divestment Act Certification

RFB Number: **RFP 25-0263 ROCK CRUSHING SERVICES**

Name of Contractor: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.55 et. seq.**

As of the date listed below, the Contractor listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the Contractor listed above to make the foregoing statement.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.