



**REQUEST FOR PROPOSALS**  
**FOR**  
**ROWAN COUNTY**

**Excavation & Hauling Dirt**  
**Rowan County Landfill**

**# 2026-026**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8178

[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

Date Issued: Thursday, January 8, 2026

Date Due: Tuesday, February 3, 2026, at 2:00 PM

Administered By: Jody Farrow-Bennett, Purchasing Director

# NOTICE TO CONTRACTORS

## REQUEST FOR PROPOSALS

### INMATE AUTOMATED TRACKING SYSTEM

Rowan County is soliciting proposals from qualified contractors to excavate, load, haul, and deliver approximately 500,000 cubic yards of dirt material from Martin Marietta's Woodleaf site to the Rowan County Landfill within a defined timeframe. All proposals submitted must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals (RFP).

**Proposals for the Rowan County Excavation & Hauling Dirt project for the Landfill will be accepted until Tuesday, February 3, 2026, at 2:00 PM ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Request documents may be obtained from the County website at:

<https://www.rowancountync.gov/675/Purchasing>

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

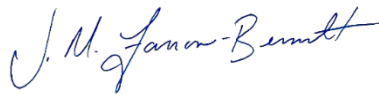
Insurance and Bond requirements are listed in the document; Insurance, Performance Bonds & Payment Bonds will be required only from the awarded respondent before entering into contract with Rowan County.

Once the RFP is public all questions related to the RFP shall be directed to the Purchasing Director. Any contact related to the RFP with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the RFP.

This is the 8<sup>th</sup> day of January 2026.

Rowan County



By: Jody Farrow-Bennett

Rowan County Director of Purchasing & Contract Administration

## Contents

1. Section 1: Introduction & General Instructions .....	4
1.1. Intent of Request for Proposals .....	4
1.2. Important Dates .....	4
1.3. Pre-Bid Meeting .....	4
2. Section 2: Proposal Submission .....	4
2.1. Submission of Proposals .....	4
2.2. Request for Clarification .....	5
2.3. Errors and Omissions.....	5
2.4. Signed Proposal Considered an Offer.....	5
2.5. Insurance Coverage .....	5
2.6. Bond Requirements.....	6
2.7. ADA Compliance.....	7
2.8. Conflict of Interest.....	7
3. Section 3: Evaluation of Proposals .....	7
3.1. Evaluation Criteria.....	7
3.2. Liquidated Damages .....	7
3.3. Pricing .....	8
3.4. Final Selection .....	8
4. Section 4: Agreement & General Conditions.....	8
4.1. Timeline to Execute Contract.....	8
4.2. Availability of Funds .....	8
4.3. Non-Discrimination .....	8
4.4. Collusive Bidding .....	9
4.4. General Indemnity.....	9
4.5. Assignment .....	9
4.6. References .....	9
4.7. Termination.....	9
5. Section 5: Scope of Work.....	10
5.1. Estimated Quantities .....	10
5.2. Contractor Responsibilities.....	10
5.3. Performance Expectations.....	11
5.4. Measurement & Payment Verification.....	11
5.5. Martin Marietta Site Requirements .....	11
5.6. Additional Requirements.....	11
6. Section 6: Respondent Information Sheet.....	12
7. Section 7: Proposal Response Form .....	13
7.1. Contractor Information .....	13
7.2. Pricing (Unit Price per Cubic Yard) .....	13
7.3. Production Capacity .....	13
7.4. Proposed Schedule .....	13
7.5. Acknowledgements .....	14
7.6. Signature.....	14

## **1. Section 1: Introduction & General Instructions**

### **1.1. Intent of Request for Proposals**

The purpose and intent of this Request for Proposal (RFP) is to solicit proposals from qualified contractors to excavate, load, haul, and deliver approximately 500,000 cubic yards of dirt material from Martin Marietta's Woodleaf site to the Rowan County Landfill within a defined timeframe. The County wants pricing per cubic yard, along with each contractor's estimated 12-month production capacity, so it can evaluate cost, capability, and schedule feasibility.

The following documents constitute this Request for Proposals:

- a. This Document
- b. Section 5: Scope of Work
- c. Section 6: Respondent Information Sheet
- d. Section 7: Proposal Response Form (Signed)

### **1.2. Important Dates**

- |  |   |
|--|---|
| 1.2.1. <b>Issue Date:</b>                        | Thursday, January 8, 2026                 |
| 1.2.2. <b>Pre-Bid Meeting Date:</b>              | Tuesday, January 20, 2026, at 10:00 AM ET |
| 1.2.3. <b>Deadline for written questions:</b>    | Friday, January 23, 2026, at 5:00 PM ET   |
| 1.2.4. <b>Deadline for Submitting Proposals:</b> | Tuesday, February 3, 2026, at 2:00 PM ET  |

### **1.3. Pre-Bid Meeting**

There will be an optional pre-bid meeting for this project. Respondents interested in submitting a proposal are strongly encouraged to visit the sites and attend the pre-bid meeting at the date and time listed above. The meeting will be held at the Martin Marietta Woodleaf Plant, 789 Campbell Rd., Woodleaf, NC 27054.

Questions regarding the specifications or bid documents should be directed to Jody Farrow-Bennett, Rowan County Purchasing Director. A company representative is encouraged to attend the pre-bid meeting in order to submit a responsive proposal.

## **2. Section 2: Proposal Submission**

### **2.1. Submission of Proposals**

Proposals must be submitted using the **Proposal Response Form** included with the specifications and enclosed in a sealed envelope. Each respondent must provide **BOTH**:

- One (1) signed hard copy of the complete proposal  
&
- One (1) electronic copy in PDF format, created using software such as Adobe, CutePDF, or PDF Writer, to ensure compliance with ADA public information standards.

#### **Delivery Instructions:**

- ***Paper submissions (mail or hand-delivery):***  
Rowan County Purchasing Department  
Attn: Jody Farrow-Bennett, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144
- ***Electronic submissions:***  
[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

The package shall be sealed and plainly marked "RFP 2026-026 Excavation & Hauling Dirt - Landfill."

Respondents **MUST** submit one original sealed proposal.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any proposal not properly addressed or identified.

This will be a public proposal opening. Once proposal is awarded all respondents will receive notification.

Sealed Proposals are due on Tuesday, February 3, 2026, at 2:00:00 PM ET, to the exact second; all submissions must be received and in the hands of the officiating County employee by that moment. Late submissions will be disqualified. The opening will be held immediately thereafter in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Conference Room 101, Salisbury, North Carolina. Failure to submit a Proposal by the exact deadline will disqualify the respondent from consideration for this project.

## **2.2. Request for Clarification**

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Friday, January 23, 2026. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested respondents will be delivered to all participants as an addendum to this RFP. All addendums will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the participants to check for any addendums. Any addenda for clarification will be posted by 5pm Tuesday, January 27, 2026.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of an addenda. It is the full responsibility of the participants to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

## **2.3. Errors and Omissions**

The respondents shall not take advantage of any errors or omissions in this RFP and shall promptly notify the County of any omissions or errors found in this document.

## **2.4. Signed Proposal Considered an Offer**

Receipt of a signed proposal shall be considered an offer on the part of the respondent. The terms, conditions, and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the respondent after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

## **2.5. Insurance Coverage**

The respondent shall not commence work under this contract until all insurance required under this section has been obtained. The respondent shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the respondent agrees that once awarded and during the term of this contract, the respondent, at their 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. At a minimum, the respondent shall provide and maintain the following coverage and limits:

**2.5.1. WORKER'S COMPENSATION**

Worker's compensation insurance as required by North Carolina law to cover all the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

**2.5.2. COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

**2.5.3. COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

Any exceptions must be agreed upon by the County.

This insurance shall have been issued by a Company rated "A+" as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

**2.6. Bond Requirements**

Bid security in the amount equal to not less than five percent (5%) of the gross amount of the bid shall be required for any Proposal in which the total contracted price exceeds three hundred thousand dollars (\$300,000).

Performance Bonds & Payment Bonds will be required only from the awarded respondent before entering into contract with Rowan County.

- The Contractor shall furnish a Performance Surety Bond in an amount equal to one hundred percent (100%) of the Contract. The Performance Bond must be issued by a corporate surety authorized to conduct business in the State of North Carolina and shall secure the faithful performance of the Contract in accordance with these specifications. The Performance Bond shall indemnify and hold harmless the County of Rowan and its Board of Commissioners from all costs, losses, and damages arising from the Contractor's default or failure to faithfully perform the Contract.
- The Contractor shall also furnish a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract. The Payment Bond is to secure payment to all persons who have furnished labor or materials in the performance of the work. This Bond shall provide that all persons supplying labor or materials for use in the performance of the work under this Contract and

these specifications shall have a direct right of action under the Bond, subject to Rowan County's priority.

All required bonds shall remain in full force and effect until the Contractor's performance is deemed complete and final payment has been issued

### **2.7. ADA Compliance**

All vendors of Rowan County must ensure their products and services are available to individuals with disabilities, in line with the Americans with Disabilities Act (ADA), by April 2026. For digital accessibility, vendors should comply with WCAG 2.1 AA standards, which include making digital content perceivable, operable, understandable, and robust for users with disabilities. Digital offerings must be compatible with assistive technologies like screen readers, braille displays, and voice recognition software. Vendors must provide reasonable modifications to their products and services to accommodate individuals with disabilities unless doing so would cause undue hardship or fundamentally alter the nature of the service. Vendors must ensure effective communication with individuals with disabilities, which may include providing auxiliary aids and services such as accessible electronic documents, captions for videos, and alternative text for images. Failure to meet these requirements may result in termination of the contract.

### **2.8. Conflict of Interest**

All respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the County. All respondents must also disclose in writing with their proposal the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the respondent certifies that there is no relationship between the respondent and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

## **3. Section 3: Evaluation of Proposals**

### **3.1. Evaluation Criteria**

Price will be a consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality, performance, and the Contractor's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor's ability to provide a team of skilled, trained employees, and the Contractor's experience with similar projects will also be considered in the County's evaluation of the proposals submitted. The county request experience with counties and municipalities within North Carolina, but this is not a requirement.

Evaluation criteria (1-5 scale)

- a. 40% Cost
- b. 20% Experience
- c. 20% Qualification
- d. 10% Response to Scope or Work
- e. 10% References (Local/NC)

Any contract resulting from this RFP shall have a term limit of one (1) year and may be renewable for four (4) additional one (1) year terms at the option of the County and upon mutual agreement of both parties.

### **3.2. Liquidated Damages**

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each

Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

**\$150.00 per calendar day**

### **3.3. Pricing**

Submission of any proposal signifies the respondent's agreement that its proposal and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful respondent. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

### **3.4. Final Selection**

Proposals are due no later than February 3, 2026, at 2:00 PM ET. The County will review all submissions and notify finalists. A preliminary recommendation date is set for February 16, 2026. If deemed necessary, oral interviews will be scheduled prior to that date, at which time the date may be adjusted as needed. The County plans to contract on or shortly after the award/approval BOC meeting. All dates are subject to change without prior notice.

The right is reserved to accept the response that the County determines to be in the best interest of the County and the employees. The County reserves the right to reject any and/or all proposals.

## **4. Section 4: Agreement & General Conditions**

### **4.1. Timeline to Execute Contract**

As time is of the essence, the respondent is required to begin and/or commence the work to be performed under this contract within the time specified on the Proposal Form. Failure by the respondent to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The respondent hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

### **4.2. Availability of Funds**

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

The county shall make partial payments to the contractor based on a duly certified and approved estimate of work performed during the preceding calendar month. In accordance with N.C.G.S. § 143-134.1, payment shall be made within thirty (30) calendar days of the county's receipt of a correct and complete payment request. The county shall withhold a retainage of five percent (5%) from each approved payment. Retainage shall be held until all work has been fully performed in strict accordance with the contract and formally accepted by the county.

### **4.3. Non-Discrimination**

The respondent shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

**4.4. Collusive Bidding**

The respondent's signature on the Proposal Form is a guarantee the prices quoted have been arrived at without collusion with other eligible respondent(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

**4.4. General Indemnity**

The respondent shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Respondent (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Respondent. As an integral part of this contract, the Respondent agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

**4.5. Assignment**

The successful respondent shall be the prime Contractor and shall be solely responsible for all contractual performance. The respondent shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

**4.6. References**

The respondent shall provide references of "like" customers the date, product(s) and services provided each business reference. The respondent shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Respondent's references. The County may request additional evidence of the respondent's experience, qualifications, ability, products, service facilities and financial standing for which the respondent shall be prepared to provide to the County, if required.

**4.7. Termination**

**4.8.1. Termination For Cause**

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.

5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

#### 4.8.2. **Termination for Convenience**

If the County shall determine that it is in the County's best interest, the County shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

## 5. **Section 5: Scope of Work**

The Contractor shall provide all labor, equipment, materials, and transportation necessary for the excavation, loading, and hauling of identified dirt material from the Martin Marietta Woodleaf Plant (Site #1), located at 720 Quarry Road, Woodleaf, NC 27054, to the Rowan County Landfill (Site #2), located at 789 Campbell Road, Woodleaf, NC 27054. The distance between the two facilities is approximately 3.48 miles.

### 5.1. **Estimated Quantities**

Approximately 500,000 cubic yards (CY) of material have been identified for excavation and transport.

- Proposals shall include a unit price per cubic yard (CY) for excavation, loading, and transportation from Site #1 to Site #2.
- Proposals shall also identify the approximate quantity (in CY) the Contractor can excavate, load, and transport within a twelve-month performance period, up to the full estimated 500,000 CY.

### 5.2. **Contractor Responsibilities**

The Contractor shall:

1. Excavate the designated dirt material at Site #1.
2. Load all excavated material safely and efficiently.
3. Transport the material to Site #2 using appropriate haul routes and equipment.

4. Maintain consistent daily operations to meet the production rate proposed in the Contractor's bid.
5. Comply with all applicable federal, state, and local regulations, including safety and environmental requirements.

### **5.3. Performance Expectations**

The proposed solution must:

- **Time is of the essence.** The Contractor is expected to maintain steady and continuous progress throughout the entire contract term.
- Any delays, interruptions, or reductions in production must be communicated immediately to Rowan County.

### **5.4. Measurement & Payment Verification**

Monthly pay application quantities will be verified using a combination of the following methods:

- Unmanned Aerial Vehicle (UAV) volumetric data
- Random truck weigh-ins
- Truck counts and haul logs

Payment will be based on verified quantities only

### **5.5. Martin Marietta Site Requirements**

- **Adherence to All Site Safety Policies**
  - These will be reviewed during the pre-bid meeting and posted with an addendum. (Just a general review of safety practices/expectations while onsite.)
- **Compliance with All MSHA Requirements**
  - MSHA Part 46-trained operators (excavator operators only; OTR drivers are not required to have this training)
  - Hazardous Materials (HazMat) Plan
  - Quarterly Reports
  - Documented Task Training
  - Pre-Shift Inspections
  - Workplace Inspections
- **Site Restoration**
  - Upon completion of excavation activities, the site shall be restored in accordance with the Martin Marietta grading plan.

### **5.6. Additional Requirements**

The Contractor shall coordinate with Rowan County and Martin Marietta staff as needed to ensure safe access, staging, and operational flow at both sites

**6. Section 6: Respondent Information Sheet**

Company Name \_\_\_\_\_

Owner of Company \_\_\_\_\_

Number of years in business \_\_\_\_\_

Number of people employed on regular basis \_\_\_\_\_

Who will be the county's contact person in the event your firm is awarded the contract.

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Please list two (2) references of businesses (not homes) for which you have provided this kind of service. Prefer at least one from a municipality, county government or public agency.

**Reference No. 1**

Name & Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature Of Association: \_\_\_\_\_

Email: \_\_\_\_\_

**Reference No. 2**

Name & Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature Of Association: \_\_\_\_\_

Email: \_\_\_\_\_

**7. Section 7: Proposal Response Form**

The undersigned proposes and agrees that if this proposal is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Proposals documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the proposal certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_

**7.1. Contractor Information**

Company Name: \_\_\_\_\_  
Federal ID: \_\_\_\_\_  
Contractor License Id: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**7.2. Pricing (Unit Price per Cubic Yard)**

Excavation (per CY): **Included**  
Loading (per CY): **Included**  
Transportation from Site #1 to Site #2 (per CY): **Included**

**Total Unit Price (A + B + C):** \$ \_\_\_\_\_ per CY

*The Total Unit Price shall include all components listed above and will be paid as a single combined activity per cubic yard (CY). Individual component prices will not be paid separately.*

**7.3. Production Capacity**

Estimated CY per day: \_\_\_\_\_ CY/day  
Estimated CY per month: \_\_\_\_\_ CY/month  
Estimated CY deliverable within 12 months (up to 500,000 CY): \_\_\_\_\_ CY  
Number of trucks proposed: \_\_\_\_\_  
Type/size of trucks: \_\_\_\_\_  
Excavator(s) to be used: \_\_\_\_\_

**7.4. Proposed Schedule**

Earliest available start date: \_\_\_\_\_  
Proposed working days/hours: \_\_\_\_\_

**7.5. Acknowledgements**

7.5.1. **Martin Marietta Site Safety Requirements**

Contractor acknowledges and agrees to comply with all site-specific safety policies.

**Initial:** \_\_\_\_\_

7.5.2. **MSHA Requirements**

MSHA Part 46-trained excavator operators  
HazMat Plan  
Quarterly Reports  
Documented Task Training  
Pre-Shift Inspections  
Workplace Inspections  
Contractor confirms compliance with all MSHA requirements.

**Initial:** \_\_\_\_\_

7.5.3. **Site Restoration**

Contractor agrees to restore Site #1 to the Martin Marietta grading plan.

**Initial:** \_\_\_\_\_

**7.6. Signature**

I certify that the information provided is accurate and that the company agrees to all terms and conditions of the RFP and Scope of Work.

Authorized Representative ONLY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*Sum quoted includes all applicable taxes, bonds, permits, licenses, insurance cost, if any, and all other cost incidental to the resultant contract.