



## Request for Proposals

### For Ann Street MSW Landfill – Landfill Gas Treatment Skid

#### Addendum I

- A. Bid Documents and Specifications
- B. Questions and Clarifications

**(County responses and changes are in red)**

#### A. BID DOCUMENTS AND SPECIFICATIONS

1. Advertisement for Bids

The bid date has been extended to February 11, 2025.

2. Instruction to Bidders

Item 2.12 added which states bidders shall submit “A conceptual integration plan for coordinating operation, controls, and communication between the proposed gas treatment skid and the existing gas blower skid and flare.”

#### B. QUESTIONS AND CLARIFICATIONS

3. Is there any information on the existing blower skid that can be shared?

Ans: Yes, as-built documentation provided by the installer is attached.

4. What is the contract length from the Notice to Proceed to Substantial completion?

Ans: As stated in the Agreement and Notice to Proceed, the contract length is 360 consecutive calendar days.

5. Is the Contractor responsible for coordinating all electrical work, including obtaining a new service?

Ans: **Yes.**

Attachments (Bid Document Revisions)

# ADVERTISEMENT FOR BIDS

## Landfill Gas Treatment Skid Ann Street MSW Landfill

Sealed bids (proposals) will be received by the Owner, Cumberland County, NC, in the Offices of Cumberland County Solid Waste (Address: 698 Ann Street, Fayetteville, NC 28301; Phone: (910) 321-6920) until 10:00 a.m., local prevailing time on February 11, 2025, and then at said office be publicly opened and read aloud for the following:

LFG TREATMENT SKID: Includes removal of an existing gas treatment skid and associated structures and installation of new 2,500 SCFM gas treatment skid along with related controls, integration, and electrical.

Each Bid must be accompanied by a certified check or a Bid Bond by an acceptable surety company of not less than five percent (5%) of the amount of the Base Bid, made payable to the Owner, as a Bid guarantee.

A Performance and Payment Bond will be required for the successful Bidder in the amount of one hundred percent (100%) of the Contract price, conditioned upon the faithful performance of the Contract, payment of all persons supplying labor or furnishing materials, and payment of all liabilities incurred in connection with the Work under this Contract.

Each Bidder must be appropriately licensed as a General Contractor in compliance with NCGS 87.

No Bidder may withdraw their Bid within 90 days after the date of Bid opening.

The Owner reserves the right to reject any and all Bids and any part of a Bid and to waive formalities and technicalities in the bidding procedure.

Small, minority, and women's businesses and labor surplus area firms are encouraged to participate. Bidders shall make positive efforts to use small and minority-owned businesses and comply with NCGS 143-128.

Contract Documents may be examined at the following locations:

Cumberland County Solid Waste Management Department - (OWNER)  
698 Ann Street  
Fayetteville, NC 28301  
(910) 321-6920

Smith Gardner, Inc. - (ENGINEER)  
14 N. Boylan Avenue  
Raleigh, North Carolina 27603  
(919) 828-0577

Copies of the Contract Documents may be obtained at the offices of Smith Gardner, Inc. located at 14 N. Boylan Avenue, Raleigh, North Carolina 27603, upon payment of \$180.00 (non-refundable) for each set of documents. Each request for Contract Documents must be accompanied by a check made payable to "Smith Gardner, Inc." If sets are to be shipped, a non-refundable, sixty dollar (\$60) shipping and handling

charge will be required. Electronic copies of Contract Documents are available at no cost on the North Carolina electronic Vendor Portal (<https://evp.nc.gov/solicitations/>), Cumberland County Bid Search (Cumberland.nc.us, Contractors must register in advance at Vendor Self Service), and from Smith Gardner (request from spencer@smithgardnerinc.com).

Neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents, including any Addendums, obtained from any other source.

Cumberland County  
Solid Waste Management Department

# INSTRUCTIONS TO BIDDERS

## 1.0 Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE Document C-700 (2002 edition) shall have the meanings assigned to them in the General Conditions as modified, changed, added to, or deleted by the Supplementary Conditions.

## 2.0 Qualifications of Bidders

To demonstrate their qualifications for the Project, each Bidder shall submit with their Proposal satisfactory proof of their and all Subcontractor's qualifications to perform in a satisfactory manner and within the time specified in the Proposal, all of the work covered by the Contract Documents. Each Bidder shall submit, among other items, information, evidence, and statements with respect to the following (This information is also required for all major Subcontractors but may be provided after the bid upon request.):

- 2.1 That they are properly licensed.
- 2.2 That they have a well-trained and competent organization which has done work of similar character and value.
- 2.3 That they will have available adequate equipment and facilities to do the work at the proper time or times. The Bidder shall list equipment and facilities in such detail that they can be quickly and accurately checked.
- 2.4 That they have ample equipment, supplies, and repair parts to maintain all required equipment and facilities properly and with a minimum of delay.
- 2.5 If the Bidder is a corporation or partnership, the names of all corporate officers or partners, and the name of the executive or partner who will give their personal attention to the work.
- 2.6 A financial statement indicating the financial history and viability of the Bidder and proposed Subcontractors.
- 2.7 A statement relating the Bidder's history over the last five years regarding project related litigation initiated by or against the Bidder.
- 2.8 A listing of completed projects by the Bidder and proposed Subcontractors similar in nature and magnitude to the work proposed herein. The information shall include, at a minimum, the following:
  - 1) Project Information (name, location, value, date)
  - 2) Owner Information (name, address, telephone number, contact person)
  - 3) Engineer Information (name, address, telephone number, contact person).

- 2.9 Statements that the Bidder has:
- 1) Never failed to complete a project: if so, explain.
  - 2) A history of completing projects consistently on time and within the bid amount.
- 2.10 That they have an established safety program and that employees are well-trained and competent with regard to safety on similar projects of size and value. Bidders shall demonstrate experience by key personnel (Project Manager/Site Superintendent/Site Health and Safety Officer) to be assigned to this project which shall include, at a minimum, the following:
- 1) Number of lost workdays from OSHA 200 logs for the last three (3) years included with total number of employee workdays over the same period.
  - 2) Worker's compensation experience modifier rate (EMR) for the last three (3) years.
- 2.11 With regard to **Schedule**, the qualifications statement of the Bidder may include a proposed, alternate time frame and schedule to complete the work under this Contract, in lieu of the time frame indicated by the Engineer in the Contract Documents. The Schedule shall include a breakdown by major components of the work (i.e. drilling, pipework, etc.). Favorable consideration will be given to the Bidder who can demonstrate and commit to a more expeditious schedule and earlier completion date.
- 2.12 A conceptual integration plan for coordinating operation, controls, and communication between the proposed gas treatment skid and the existing gas blower skid and flare.

All Subcontractors must be named and divulged at the time of Bid opening and included on the Bid forms. Failure to do so will be considered non-responsive and may be cause for rejection of the Bid by the Owner.

### **3.0 Minority Business Enterprise (MBE) Participation**

- 3.1 The Owner prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation and will pursue an affirmative policy of fostering, promoting, and conduction business with women and minority-owned business enterprises. The Owner has adopted a goal of 10% for participation by minority businesses where the project cost is three hundred thousand dollars (\$300,000) or more.
- 3.2 Definition of Minority Business:
- 3.2.1 The term "minority business" means a business:
- a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and

- b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3.2.2 The term “minority person” means a person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- e. Female.

3.2.3 The term “socially and economically disadvantaged individual” means the same as defined in 15 U.S.C. 637.

3.3 The Recipient and Bidders shall make a good faith effort to assure that MBE’s and WBE’s are utilized, when possible, as sources of goods and services. The good faith effort must include the following affirmative steps: (a) including small, minority, and women’s businesses on solicitation lists; (b) assuring that small, minority, and women’s businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women’s businesses; (d) establishing delivery schedules; and (e) using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce. **Please note that the solicitation efforts should include documentable follow up phone calls.**

3.4 Information regarding minority and women-owned businesses/contractors can be obtained from the following:

Office for Historically Underutilized Businesses  
1336 Mail Service Center  
Raleigh, NC 27699-1336  
Phone: (919) 807-2330  
Fax: (919) 807-2335  
[www.doa.nc.gov/hub](http://www.doa.nc.gov/hub)

## **4.0 Examination of Contract Documents and Site**

- 4.1 Before submitting their Bid, each Bidder shall have the following responsibilities:
  - 4.1.1 examine the Contract Documents thoroughly;
  - 4.1.2 visit the site to familiarize himself with local conditions that may in any manner affect performance of the work;
  - 4.1.3 familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work;
  - 4.1.4 carefully correlate their observations with the requirements of the Contract Documents; and
  - 4.1.5 notify Engineer of all the conflicts, errors, or discrepancies in the Contract Documents and Drawings.
  - 4.1.6 the site shall be inspected only in the company of an authorized representative of the Owner with appointments made through the Ann Street MSW Landfill, Amanda L. Bader, P.E., Director of Solid Waste Management (Phone: (910) 321-6920).
- 4.2 Latent physical conditions at the site affecting performance of the work have been considered by the Engineer in preparing the Drawings and Specifications. Before submitting their Bid, each Bidder will, at their own expense, make such additional observations, surveys and investigations as they may deem necessary to determine their Bid Price for performance of the work within the terms of the Contract Documents. Any Bidder desiring access to the site for the purpose of additional investigations must advise the Owner for coordination of access (see contact information in Paragraph 4.1.6 above).
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4.0 of these Instructions to Bidders.

## **5.0 Interpretation**

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted in writing to:

Smith Gardner, Inc.  
14 N. Boylan Avenue  
Raleigh, North Carolina 27603  
Attn.: Spencer W. Hollomon, P.E.  
Phone Number: (919) 828-0577  
Email: [spencer@smithgardnerinc.com](mailto:spencer@smithgardnerinc.com)

Replies will be issued by Addenda, electronically mailed or otherwise delivered to all parties recorded by the Engineer as having received the bidding documents, and placed on the Cumberland County Vendor Self Service website

<https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>). Questions received after 5:00 p.m. on January 23, 2025 will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda, when issued, will be on file at the offices of the Owner and Engineer at least twenty-four (24) hours before Bids are opened. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
- 5.3 Complete sets of Contract Documents must be used in preparing Bids; neither the Owner or the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents (including incomplete Contract Documents due to compatibility or other issues when printing from provided electronic versions). The Owner and the Engineer in making copies of the Contract Documents available on the above terms do so only for the purpose of obtaining Bids for the work and do not confer a license or grant for any other use.

## **6.0 Bid Security**

Each Bid must be accompanied by a Bid Security which shall be an amount equal to five (5%) percent of the Bid amount. The required Bid Security must be in the form of a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to Owner, or a Bid Bond issued by a surety licensed to conduct business in North Carolina. The Bid Security of the successful Bidder will be retained until they have executed the Contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within fifteen (15) calendar days of the Notice to Award, the Owner may annul the Notice of Award and the Bid Security of the Bidder will be forfeited. The Bid Security of any other Bidder whom Owner believes to have a reasonable chance of receiving the Award may be retained by Owner until the earlier of (1) the seventh day after the executed Contract is delivered by the Owner to the Contractor and the required Contract Security is furnished, or (2) the sixty-first day after Bid opening. The Bid Security of other Bidders will be returned within fourteen (14) calendar days of the Bid opening.

## **7.0 Contract Time**

- 7.1 The number of days for completion of the work (the CONTRACT TIME) will be as set forth in the Agreement. The Contractor shall commence work on the date specified in the Notice to Proceed, and they shall complete the work within the stipulated Contract time.
- 7.2 Extension of the stipulated CONTRACT TIME will be provided for those normal working days that the Engineer determines that weather conditions prohibit Project work in accordance with the Supplementary Conditions.

## **8.0 Subcontractors**

- 8.1 If the Owner or the Engineer after due investigation has reasonable objection to any proposed Subcontractor, person or organization specified by the Bidder, they may require

before giving the Notice of Award that the apparent low Bidder submit an acceptable substitute without an increase in their Bid Price. If the Bidder declines to make any such substitution, the Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Any Subcontractor, other person or organization so listed and to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer. This does not remove responsibilities for said Subcontractor, supplier, etc. to comply with the Contract Documents.

- 8.2 The Contractor shall not be required to employ any Subcontractor, other person, or organization against whom they have reasonable objection.

## **9.0 Proposal Form**

- 9.1 Proposals shall be submitted on the Proposal Form furnished within the Contract Documents. Bidders agree that Proposals submitted on the specified Proposal Form, which is detached from the Contract Documents, will be considered and will have the same force and effect as if attached thereto.
- 9.2 All blank spaces for Bid prices in the Proposal Form shall be properly completed in ink in both words and numerals. In case of conflict between the Price in words and its equivalent shown in numerals, the words will take precedence. Blank spaces will be considered as zero (-0-). **PROPOSALS SHALL NOT BE CONDITIONAL, LIMITED, OR RESTRICTED IN ANY WAY.**
- 9.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or an assistant secretary. The corporate address and state of incorporation shall be shown with the signature.
- 9.4 Bids by partnership must be executed in the partnership name and signed by a partner, with their title and the official address of the partnership shown below the signature. The Owner reserves the right to request submission of partnership documents to determine the authority of the partner to execute the instrument.
- 9.5 All names must be printed in ink below the signature on the Proposal Form.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Form).

## **10.0 Submission of Proposals**

- 10.1 Proposals shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project Title, name and address of the Bidder, Contractor's License number, and be accompanied by the Bid Security and other required documents. No Proposal will be considered unless filed on or before the time and at the place designated in the Advertisement for Bids. Proposals received after the time set for the opening will be returned unopened.

- 10.2 Proposals sent by mail should be registered mail or express courier. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

Cumberland County Solid Waste Management Department  
698 Ann Street  
Fayetteville, NC 28301  
(910) 321-6920  
Attn.: Amanda L. Bader, P.E., General Manager for Natural Resources

Proposals sent by mail or courier, and arriving after the time for opening of Bids shall not be considered as valid Bids. In such instances, the Bidder shall have no claim against the Owner.

- 10.3 THE FOLLOWING FORMS AND INFORMATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

- 1) Entire Proposal Form including:
  - a. Bid Form;
  - b. Bid Security;
  - c. Qualifications of Bidders;
  - d. Proposed Subcontractors;
  - e. Identification of Minority Business Participation; and
  - f. Proposal Signature.
- 2) MBE Affidavit A or Affidavit B (as applicable).

Failure to submit all of the above forms and information with the Proposal may be just cause for rejection of the Proposal by the Owner in the Owner's sole discretion.

## **11.0 Modification and Withdrawal of Proposals**

- 11.1 Written or telegraphic modifications of Proposals may be accepted if received in accordance with the requirements for the submission of Proposals as provided in Article 10 above. Bidders are cautioned that if, in the opinion of the Owner or the Engineer such modifications are not explicit, or are in any sense subject to misinterpretation, then the Proposal so amended or modified will be subject to rejection.
- 11.2 Except as otherwise provided by law, any Bidder upon their properly notarized, written request received within 24 hours before Bids are opened will be given permission to withdraw their Proposal prior to the time scheduled for the opening of Bids. At the time of opening of the Proposals, when such Proposal is included, it will be returned to the Bidder unread. Errors, inaccuracies, or negligence on the part of the Bidder in preparing their Proposal confers no right for the withdrawal of the Proposal after it has been opened, except as otherwise provided by law.

## **12.0 Opening of Bids**

Proposals will be received and Bids publicly opened (unless obviously non-responsive) and read at the time and place indicated in the Advertisement for Bids.

### **13.0 Bids to Remain Open**

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the Owner may, in their sole discretion, release any Bid and return the Bid security prior to that date.

### **14.0 Award of Contract**

- 14.1 The Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all non-conforming or conditional Bids or counter proposals.
- 14.2 In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and installed prices as requested in the Proposal forms. They will consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted, as required by Article 8 above. They may conduct such investigations as they deem necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.
- 14.3 If a Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the Owner and/or Engineer indicates to the Owner that the Award will be in the best interest of the Project and as otherwise provided by law.
- 14.4 The Owner will give the apparent successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening. The Bidder will be required to execute the contract within fifteen (15) calendar days of date of Notice of Award of Contract and deliver to the Owner.
- 14.5 In addition, the successful Bidder, within the period stipulated in Paragraph 14.4, shall procure, execute, and deliver to the Owner and maintain, at their own cost and expense, a Performance Bond and a Payment Bond as specified in the General Conditions.
- 14.6 Failure or refusal of the Bidder whose Proposal is accepted to execute the Contract as hereinbefore provided shall constitute a breach by such Bidder of the Contract created by the acceptance of the Proposal, and in such event, the Owner at their option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Proposal and the acceptance thereof shall be null and void. It is understood by the Bidder, in the event of the annulment of the Award, that the amount of the Bid Security submitted with the Proposal shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

## **15.0 Meetings**

A non-mandatory Pre-Bid Meeting will be held at the time and place indicated in the Advertisement for Bids to discuss the Project and answer pertinent questions. Representatives of the Owner and Engineer will be available to answer questions and supervise a visit of the Project site.

## **16.0 Compliance With Laws**

The Bidder's attention is directed to the fact that all applicable federal regulations, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract Documents throughout and they will be deemed to be included in the Contract Documents the same as though herein written out in full.

## **17.0 Coordination**

The Contractor is reminded that they will be working in close proximity to an ongoing, active landfill operation and as such, should expect to encounter situations that could present access conflicts. In this event, the Contractor, being aware of this probability, and having worked in this environment in the past, shall always yield to the landfill operations, unless otherwise instructed by the Owner, without claim for delay and at no additional cost to the Owner. Refer to Section 01010, Paragraph G. "Coordination" for additional information.

## **18.0 Site Conditions**

With the approval of the Owner, the Contractor will be permitted access to various areas of the property to perform the work under this Contract. However, in addition to other sections of these Contract Documents, the Contractor is responsible for returning these areas to at least their pre-construction condition at the completion of the work and also for maintaining all existing site features in at least pre-construction condition for the duration of the Contract at no additional cost to the Owner. This includes, but is not limited to, access roads, site areas, utilities, equipment, structures, etc. unless otherwise directed by the Owner at their sole discretion. Refer to Section 01010, Paragraph L. "Protection of Property" for additional information.

## **19.0 Wage Rates**

The wages for this Project will be governed by the Davis-Bacon Act (DBA) and are included in the Davis-Bacon Addendum.

END OF SECTION

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