

NEW HANOVER COUNTY ENVIRONMENTAL MANAGEMENT

REQUEST FOR BIDS

TIRE RECYCLING & DISPOSAL SERVICES

RFB # 23-0172



COUNTY COMMISSIONERS

JULIA OLSON-BOSEMAN, CHAIR

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CHRIS COUDRIET, COUNTY MANAGER

**NEW HANOVER COUNTY ENVIRONMENTAL MANAGEMENT
REQUEST FOR BIDS
TIRE RECYCLING & DISPOSAL SERVICES
RFB # 23-0172**

Sealed bids addressed to Lena E. Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**RFB # 23-0172 TIRE RECYCLING & DISPOSAL SERVICES**” will be accepted until **2:00 P.M. EST, Friday, September 30, 2022.**

Bids may also be emailed to lbutler@nhcgov.com. Please include “**RFB # 23-0172 TIRE RECYCLING & DISPOSAL SERVICES**” in the Subject Line of the email.

New Hanover is accepting bids from Contractors to provide trailers, transportation, processing, recycling, and/or disposal of scrap tires located in New Hanover County, North Carolina. The contractor shall supply trailers with a minimum length of forty-eight (48) feet, and exchange full trailers within two (2) business days of notification.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/>.

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

Released: Friday, September 16, 2022

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
Friday, September 16, 2022	RFB Released
Thursday, September 22, 2022, @ 2:00 PM EST	Deadline for questions
Friday, September 23, 2022	Questions will be answered via written addendum.
Friday, September 30, 2022, @2:00 PM EST	Deadline for receipt bids

2.2 – Preparation of Bid

2.2.1 Sealed bids addressed to:

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

and marked “**RFB # 23-0172 TIRE RECYCLING & DISPOSAL SERVICES**” will be accepted until **2:00 P.M. EST, Friday, September 30, 2022.**

Bids may also be emailed to lbutler@nhcgov.com. Please include “**RFB # 23-0172 TIRE RECYCLING & DISPOSAL SERVICES**” in the Subject Line of the email.

2.2.2 **Completion of Bid Form (Price Sheet):** Bidders are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the bidder’s risk. Each bidder shall furnish the information required on the price sheet. Bids are to be submitted on the price sheet contained in this bid package. Bidders should submit additional information regarding pricing and complete descriptions on additional sheets if necessary. **BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

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

Changes or corrections made in the bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.3 Bids received after the time and date for closing will not be considered.

2.3– Questions

Questions concerning this solicitation should be directed to Lena Butler, Purchasing Supervisor. Email lbutler@nhcgov.com. Questions should be submitted no later than **Thursday, September 22, 2022, at 2:00 PM EST.**

An addendum summarizing all questions and answers will be posted to the County’s website by close of business on **Friday September 23, 2022.** Bidders who have notified the County of

their intent to submit a proposal along with an email address will be sent the addendum upon posting.

2.4 – Bid Opening

There will be no formal bid opening. A bid summary will be emailed to all bidders and posted to the County's website.

2.5 – Communication

Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section, which is **Lena Butler, Purchasing Supervisor**. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 - Cost of Preparation of Response

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

2.7 – Ownership of Documents

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

2.8- Trade Secret Confidentiality

Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid 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.

2.9 - Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days.

2.10- 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 Bidder 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 Bidder 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 bids in response to this RFB.

2.11- Indemnity

The successful Bidder 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 Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.12 – E-Verify

Pursuant to Session Law 2013-418, Bidder 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 Bidder’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.13 - Compliance with Bid Requirements

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

2.14 – 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).

2.15 – Award

Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.” The successful Bidder to whom the Contract is awarded by the OWNER 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 OWNER exercising its right to negotiate with the next lowest Bidder.

2.16 – 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.

2.17 - Insurance

Before commencing any work, the Bidder shall procure insurance in the Bidder'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 Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself, or anyone directly or indirectly employed by him/her.

See Section 8 for limits of insurance requirements detailed in the Draft Contract.

2.18- Successful Bidder

The successful Bidder 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 David Maurizzi at 910-798-7192 or email dmaurizzi@nhcgov.com.

2.19– Contract Term

This is an annual contract, with the initial contract period beginning on the date of a fully executed contract through June 30, 2023. The contract may be renewed for four (4) additional years with the consent of both parties ending June 30, 2027. The County shall notify the contractor within 60 days of its intent to renew the contract and execute a renewal agreement to be signed by the contractor.

2.20 - Right to Reject Bids

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

Section 3– Scope of Services

Item	Minimum Specification	Doesn't meet spec	Meets Spec	Exceeds Spec	Comments
3.1	<p>General</p> <p>These specifications are to be considered as minimums for the transporting, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal and local environmental and safety laws, regulations, ordinances and standards, regardless of specific inclusion or reference within the contract documents.</p>				
3.2	<p>Contractor agrees to provide and stage up to three (3) trailers (a minimum of 48' in length per trailer) at the New Hanover County Landfill, located at 5210 U.S. Highway 421 North, Wilmington, NC, for tires delivered to the Landfill. Trailers must be serviced within (2) business days of notification received from the County.</p>				
3.3	<p>Contractor agrees to provide and stage a minimum of fifteen (15) additional trailers (minimum 48' in length per trailer) at other sites located within the County as designated by the County. These trailers must be serviced within (2) business days of notification received from the County.</p>				
3.4	<p>Contractor agrees to offer trailers for rent to privately owned businesses located within New Hanover County generating less than 500 scrap tires/month at the rate/month of cost/load as per bid. These trailers must be serviced within (2) business days of notification received from the business. Payment for trailer rental to be arranged directly with the privately owned businesses and not paid by the County. Rental rate shall correspond to size of trailer and/or frequency of service.</p>				

3.5	Contractor agrees to accept, on behalf of the County, tires transported directly to the contractor site at a reduced cost/ton as per bid.				
3.6	Contractor agrees to provide the County with monthly invoices that include the tonnage and cost of each load from every trailer serviced,				
3.7	Contractor shall be responsible for maintenance of trailers located at all sites.				

TIRE TRAILER LOCATIONS

LOCATION	PHONE	ADDRESS	ZIP
Aspen Tire and Auto	(910) 392-3080	4306 Wilshire Ave	28403
Black's Tire I Service	(910) 791-0056	2828 Carolina Beach Rd	28412
Black's Tire II Service	(910) 763-4601	1417 Castle Hayne Rd	28401
Black's Tire IV Service	(910) 763-3224	2015 Oleander Dr	28403
Browning Tire Town	(910) 343-8490	601 South 17Th St	28401
Colony Tire	(910) 343-8100	3625 Us Hwy 421 N	28401
Dukes Tire Inc.	(910) 763-8199	719 South 17Th St	28401
Capital Ford (Fountain) Tire Sales & Service	(910) 799-4110	4400 Oleander Dr	28403
Gene's Tire and Autocare Specialists	(910) 762-1779	2311 Carolina Beach Rd	28401
Hughes Brothers, Inc.	(910) 762-3341	1101 Market St	28403
Landfill	(910) 798-4451	5210 US Hwy 421 N	28401
Landfill	(910) 798-4451	5210 US Hwy 421 N	28401
Landfill	(910) 798-4451	5210 US Hwy 421 N	28401
Larry's Performance	(910) 799-5830	311 Eastwood Rd	28405
Pat's Tire and Auto Service Ctr.	(910) 791-8481	5009 Carolina Beach Rd	28412

The following locations shall be billed and pay the tire recycling firm directly for any services rendered, including trailer rental, transportation, processing costs, and any related surcharges/fees.

LOCATION	PHONE	ADDRESS	ZIP
McCarthy Tire	(919) 413-2593	118 Portwatch Way	28412
SEASIDE TIRE AND WHEELS	(910)-859-7665	5217 MARKET STREET	28405
SNIDER FLEET SOLUTIONS	(910)-777-2057	310 SAMPSON STREET	28401

Section 4– Bid Sheet

TIRE RECYCLING & DISPOSAL SERVICES

RFB # 23-0172

DEADLINE FOR RECEIPT OF BIDS: FRIDAY, SEPTEMBER 30, 2022, AT 2:00 PM EST

Tire Processing/Recycling Charge, MIXED LOAD	Ton	\$ _____
Tire Processing/Recycling Charge, OTR LOAD	Ton	\$ _____
Trailer Rental Charge (if applicable)	Month	\$ _____
Freight Charge, Aspen Tire & Auto	Each	\$ _____
Freight Charge, Black's Tire I Service	Each	\$ _____
Freight Charge, Black's Tire II Service	Each	\$ _____
Freight Charge, Black's Tire IV Service	Each	\$ _____
Freight Charge, Browning Tire Town	Each	\$ _____
Freight Charge, Colony Tire	Each	\$ _____
Freight Charge, Dukes Tire, Inc.	Each	\$ _____
Freight Charge, Capital Ford (Fountain) Tire Sales & Service	Each	\$ _____
Freight Charge, Gene's Tire and Autocare Specialists	Each	\$ _____
Freight Charge, Hughes Brothers, Inc.	Each	\$ _____
Freight Charge, New Hanover Co. Landfill (3 trailers)	Each	\$ _____
Freight Charge, Larry's Performance	Each	\$ _____
Freight Charge, Pat's Tire and Auto Service Center	Each	\$ _____

Freight Charge, McCarthy Tire	Each	\$ _____
Freight Charge, Seaside Tire and Wheels	Each	\$ _____
Freight Charge, Snider Fleet Solutions	Each	\$ _____

Highlighted locations are billed directly to the business listed.

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/BIDDER'S NAME: _____

OFFICE PHONE: _____ CELL PHONE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

ACKNOWLEDGMENT OF ADDENDA:

ADDENDUM # _____ Date _____ ADDENDUM # _____ Date _____

By signing, I affirm I am authorized to represent my firm and to provide the products and/or services required according to this bid response.

 AUTHORIZED REPRESENTATIVE (PRINTED NAME)

 AUTHORIZED REPRESENTATIVE (SIGNATURE)

 DATE

Section 5– E-Verify

E-VERIFY

(To be submitted with all bids)

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 6– 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 bidder 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 bidder will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.

Section 7– STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
2. Currently complies with all applicable State and Federal Laws:
3. Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
4. Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm

Name of Authorized Representative

Signature