

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Environmental Quality

Department contract file name (use effective date): Bakers Waste Equipment_Environmental Quality_20161003

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Compactors and Receivers

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Bakers Waste Equipment

Effective Date: 10/17/2016

Approved by: County Manager

Ending Date: Click here to enter a date.

Total Amount: \$162,371.70

Account # charged: Click here to enter text.

Special Terms: Click here to enter text.

Reminder Date: Click here to enter a date.

Reminder Email to: Click here to enter text.

Reminder Reason: Click here to enter text.

Vendor ID: Click here to enter text.

Vendor Contact Name: Click here to enter text.

Vendor Email: Click here to enter text.

Vendor Address: Click here to enter text.

Vendor Phone #: Click here to enter text.

Archive Date: Click here to enter a date.

2. Department Head or his/her designee has read the contract in its entirety.

By: _____ (Department Head signature required)

3. County Attorney has reviewed Yes

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical Advisor has signed the contract. Yes No

5. Vendor has signed the contract. Yes No

6. Vendor has provided E-Verify Affidavit. Yes No

7. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

8. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

9. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

CHATHAM COUNTY

THIS CONTRACT (this "Contract"), made and entered into this 17th day of October, 2016 by and between Chatham County, a body politic and corporate of the State of North Carolina (hereinafter referred to as the "County"), and Bakers Waste Equipment, Inc., a North Carolina corporation (hereinafter referred to as "Contractor");

W I T N E S S E T H:

WHEREAS, on or about the 22nd day of September, 2016 the County issued a Request for Bid ("RFB") from qualified companies for five (5) stationary recycling compactors, hopper/guards, and ten (10) 40-yard receivers; and

WHEREAS, Contractor responded to the RFB in a timely fashion with its bid and the County has decided to accept Contractor's bid;

NOW, THEREFORE, for and in consideration of the premises and the respective undertakings of the County and Contractor, the Parties agree as follows:

1. **Request for Bid Incorporated in Contract.** The Request for Bid issued by the County is attached hereto as Appendix 1 and is incorporated in this Contract by reference and shall govern the goods and services to be supplied by Contractor to the County.

2. **Goods and Services.** Contractor shall provide, sell, and supply to the County the goods and services specified in the Request for Bid for the total sum of \$162,371.70, which is all inclusive.

3. **Time of Performance.** The goods and services specified in the Request for Bid, including, without limitation, all necessary, equipment, manpower to offload equipment, and set/affix in place, including onsite training of four (4) employees designated by the County, shall be delivered, set up, completed, and operating on or before December 30, 2016.

4. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Contract. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

5. **Status of Parties:** Nothing contained in this Contract shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Contract and shall have no legal authority to bind the County.

6. Assignment and Subcontracting: Neither this Contract nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

7. Binding Effect: This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

8. Notices: Any notice or other communication required or permitted under this Contract shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: Renee Paschal
Post Office Box 1809
Pittsboro, North Carolina 27312

Bakers Waste Equipment, Inc.
Attn: Ron Clark
1808 Norwood Street SW
Lenoir, North Carolina 28645

Either party may change its address for notices under this Contract by giving written notice of such change to the other party in accordance with the terms of this paragraph.

9. Governing Law: This Contract and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

10. Modifications: This Contract may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

11. Entire Agreement: This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

12. Waiver: A waiver of any provision of this Contract must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent or other breach thereof.

13. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Contract.

14. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in Chatham County Services Agreement

their work force and as subcontractors and vendors under County contracts.

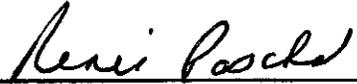
15. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services goods or services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

16. Iran Divestment Act: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

17. Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the Request for Bids , incorporated herein by reference, shall be grounds for immediate termination of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract in their official capacities with legal authority to do so.

CHATHAM COUNTY:

By: 
Renee Paschal, County Manager

BAKERS WASTE EQUIPMENT, INC.

By: 
Ron Clark, National Sales Manager
1808 Norwood St. SW
Lenoir, NC 28645
828-726-3001
rcclark@bwe-nc.com

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Vicki McConnell, Finance Director

APPENDIX 1

CHATHAM COUNTY/BAKERS WASTE EQUIPMENT

ATTACHMENT A

REQUEST FOR BID

RECYCLING COMPACTORS

Purpose

Chatham County is issuing a Request for Bid (RFB) from qualified companies for five (5) stationary recycling compactors, hoppers/guards, and (10) 40-yard receivers.

Scope of Work

- 1) Chatham County has four (4) collection centers where stationary recycling compactors will be installed. One (1) recycling compactor will be installed at the Solid Waste & Recycling (SW&R) Main Facility.
- 2) Ten (10) 40-yard receivers.
- 3) One manufactured steel hopper for the SW&R Facility and four (4) hopper/guards at the collection centers.
- 4) Compactors shall be delivered and installed at each of the five facilities. Hopper is to be delivered and installed at the SW&R Main Facility.
- 5) Installation shall include connection to an existing disconnect switch provided at the existing concrete pad by others.
- 6) Specifications for the compactors are provided in Attachment A.
- 7) Hopper specifications and detail for the SW&R Facility is shown in Attachment B.
- 8) Receiver specifications are provided in Attachment C.
- 9) This bid may be awarded to two different vendors.

Addresses of the main facility and collection centers are listed below:

Name	Street Address
Bonlee	1528 Elmer Moore Road Bonlee, NC 27344
Cole Park	11632 US 15/501 North Chapel Hill, NC 27517
Pittsboro	180 Martin Luther King Jr. Road Pittsboro, NC 27312
Siler City	135 Silk Hope Road Siler City, NC 27344
Main Facility	28 County Services Road, Pittsboro, NC 27312

Proposal Instructions

- A. **Proposal Deadline:** Must be received by Chatham County no later than 2:00 PM EST Monday, September 22, 2016.
- B. **Submission of Bids:** Vendors must submit both an **electronic PDF** version of the bid(excluding any materials that are non-electronic) and **two hard copies** with all attachments, including signatory pages, which should be received by the deadline above. The hard copies must be sent to one of the following delivery addresses:

- Postal Address: Cacie Langley, Chatham County Finance Office, P. O. Box 608, Pittsboro, NC 27312
- Street Address: Cacie Langley, County Finance Office, Courthouse Annex, 12 East Street, Pittsboro, NC 27312

The **electronic PDF version** of the proposal (excluding non-electronic materials) must be submitted by the deadline above to: robin.james@chathamnc.org or may be included in the bid packet on digital media.

- C. **Withdrawal of Proposals:** Proposing vendors may withdraw their proposals any time before the deadline for submission on September 22nd, 2:00 PM EST, but the withdrawal must be submitted in writing and signed by the proposing vendor.
- D. **Inquiries and Corrections:**
All inquiries relating to this request should be in writing and addressed to:

Cacie Langley, Chatham County Finance Office
P.O. Box 608; Pittsboro, NC 27312

They also may be faxed to 919-545-2417 or emailed to:
robin.james@chathamnc.org

If a proposing vendor finds discrepancies in or omissions from the specifications or should require additional clarification of any part, a written request for interpretation shall be submitted to Cacie Langley. Any interpretation of or changes made to the RFP will be made by written addendum to each proposing company and shall become part of the request for any contract awarded. The County will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. All written inquiries must be submitted by Tuesday, September 15th, 12:00 Noon EST. If an addendum is needed, it will be issued by September 16th, 5:00 PM. It shall be the responsibility of each proposing organization or individual to verify that every addendum has been received prior to submitting proposals.

- E. **Vendor Certification:**
The submission of proposal shall be deemed a representation and certification that the proposing vendor:
- Has carefully read and fully understands the information provided by Chatham County in this RFP;

- Is financially solvent and has the capability to successfully undertake and complete the responsibilities and obligations of the proposal submitted;
- Represents that all of the information contained in the submitted proposal is true and correct;
- Did not in any way collude or conspire with any other parties, directly or indirectly, in regard to the amount, terms, or conditions of this proposals; .
- Acknowledges that Chatham County has the right to make any inquiry it deems appropriate to substantiate or supplement information provided by proposing vendors and hereby grants Chatham County permission to make these inquiries; and
- Acknowledges that any proposal cannot be modified after its submission for any reason.

F. Format and Deadline of Proposals: Late proposals will not be accepted under any circumstance and will not be opened or reviewed. We will not accept proposals by fax or any method other than is outlined under item B. The sender must allow ample delivery time for the selected shipment or transmission methods.

G. Definition and Context: Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.

RFB Schedule

- The deadline for submitting questions in writing (mail, email or fax) is: Tuesday, September 15th by 12:00 Noon EST.
- The RFB deadline for receipt of proposals by the County is: Monday, September 22nd 2:00 PM EST.
- We expect to have the Contract approved and signed by the Board of Commissioners on: October 17, 2016.
- Contract executed and work to begin around October 24, 2016.

Proposal Contents

These instructions cover the format, content, and development of the proposals. Only that information deemed essential to convey the proposing vendor's understanding of Chatham County's requirements for this RFB should be submitted. Items not listed below and not explicitly related to the RFB (i.e. general marketing materials) will not be considered in the evaluation process.

All proposals should include the following items in the order listed below and must be organized as shown below:

1. Furnish a list of cities/counties using the same equipment for the past 3 years.
2. Identify the authorized service providers for the units, within 100 miles of Pittsboro, North Carolina. Submit the names of each firm as well as contact persons.
3. **Attachment D – Bid Sheet**
4. **Attachment E - Vendor Information & Signature Form:** This form is provided as Attachment E. The form should be completed and signed by the person with authority to approve contracts with Chatham County.

5. Provide the anticipated turn-around time for the manufacture, delivery and installation of each unit.

Insurance and Legal Requirements

Insurance Requirements

Chatham County requires selected contractors and any subcontractors to obtain and maintain, at their own expense, all insurance required by state and federal law. If requested, the selected organization agrees to provide Chatham County with evidence of required policies, certificates and/or endorsements upon the award of the contract. At a minimum, contractors and subcontractors are required to have the following coverage related to any contract work for Chatham County:

- Workers compensation as required by the State of North Carolina.
- Professional liability, including errors and omissions, malpractice (if applicable) and negligent performance—at least \$1 million for all damages.
- Comprehensive general liability, including personal injury, broad form property damage blanket contractual and fire legal liability—\$1 million combined limit for bodily injury and property damage.

The County shall be named as an additional insured on both the professional liability and comprehensive general liability coverage. Contractor shall furnish copies of all such policies and all renewals, terminations and alterations to the County on a current basis.

E-Verify

Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

Iran Divestment Act

Effective October 1, 2015 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of §143C-6A-5. Contractor agrees to fully comply with such statute and require Contractors subcontractors, if any, to fully comply with such statute.

Additional County Conditions

- All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, Chatham County reserves the right to change the conditions, requirements, and specifications as it deems necessary.
- The proposal must be signed by a duly authorized official of the proposing organization or individual submitting the proposal.
- No proposals will be accepted from any person or organization that is in arrears for any obligation to Chatham County, or that otherwise may be deemed irresponsible or unresponsive by county staff or the Chatham County Board of Commissioners.
- Chatham County is not obligated to enter into any contract as a result of the RFP.

- All prices quoted must be firm for a period of 90 (ninety) days following the proposal deadline.
- Chatham County reserves the right to reject any and all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of Chatham County.
- Chatham County reserves the right to request additional references of any firm to be after the bids have been submitted and reviewed.
- One or two proposals may be awarded as the result of the RFB.
- Chatham County may approve or disapprove the use of specific proposed subcontractors in any proposals.
- Chatham County reserves the right to enter into an agreement with another proposing vendor in the event that the originally selected vendor fails to execute a contract with the County or defaults on their contract.
- All proposals shall be prepared in a comprehensive manner as to content, but we do not require specific types of binders or promotional material for submissions. Promotional material will not be considered part of the proposal and will not affect the evaluation of proposals.
- Chatham County reserves the right to negotiate with any, none, or all of the proposing vendors.
- Chatham County reserves the right to award this bid to one or more vendors; whichever is determined to be the best interest of the County.
- All costs, including travel and expenses, incurred in the preparation of this proposal will be borne solely by the proposing company.
- The County will not return proposal materials to those submitting proposals.
- No agreements with any selected vendor shall be binding until a contract is approved by the Chatham County Board of Commissioners and signed and executed by the County Manager and authorized representatives of the vendor.

The County of Chatham is an Equal Opportunity Employer and does not discriminate on the basis of sex, marital status, race, color, creed, national origin, age, or disability.

ATTACHMENT A

SPECIFICATIONS FOR STATIONARY COMPACTOR (SW&R Facility)

General Specifications of Equipment:

1. Heavy duty, manufacturer's rating of 5.6 cubic yards. Compactor shall be Marathon RJ - 550, Pinnacle S-500, or equal. (NWRA Rating 4.22 CY)
2. Charge box minimum opening: 95 inches long by 59.5 inches wide
3. Maximum length: 239 inches
4. Maximum width: 79 inches
5. Compactor to be totally UL listed for outside use (Furnish UL Number)
6. Paint, standard manufacturer process, standard color (Green)
7. Must be in compliance with ANSI Z245.2 and all OSHA standards
8. Compactor unit shall allow hookup of Octagonal boxes included in this bid interchangeably without the use of special built adaptors
9. Compactor to include all manufacturer's standard equipment
10. Compactor must have "factory installed" side mounted power pack (Left or Right Side)
11. Manufacturer's plate bearing serial number and date of manufacturer
12. Provide advance fullness warning light capable of being installed adjacent to the start button.

Performance Characteristics:

1. Cycle time of approximately 60 seconds
2. Total normal force: minimum 65,400 pounds
3. Total maximum force: minimum 77,000 pounds
4. Minimum normal ram face pressure: 32.5PSI
5. Minimum ram penetration: 13.5 inches

Electrical Characteristics:

1. Motor: 15HP 3/60/230/460 VAC
2. Control voltage: 120 volt
3. Remote controls, key lock start, emergency stop remote on approximately 20' of Sealtite with "hold to run" type start button
4. Multi-cycle Timer
5. Compactor to Have Exterior Mounted Reset Button

Hydraulic Characteristics:

1. Hydraulic pump minimum: 15 GPM
2. Maximum normal pressure: 1700 PSI
3. Maximum Pressure: 2100 PSI
4. Hydraulic cylinder bore: 7 inches minimum with 4 inch diameter rod
5. Hydraulic oil reservoir: minimum 30 gallons
6. Pressure gauge, remote on 15 feet of hydraulic hose

ATTACHMENT A (continued)

Construction Characteristics:

1. Ram face plate: 1/2-inch steel plate
2. Body sides: 1/4-inch steel plate
3. Charge box side liner: 1/4 inch steel plate
4. Floor body: 1/2 inch steel plate
5. Top ram plate: 3/8-inch steel plate
6. Bottom of ram: 3/8-inch steel plate
7. Side Feed Hopper (See drawing in Attachment B)

Miscellaneous:

1. Maximum load height: 54 inches
2. Bidder must furnish list of county's using the same equipment for 3 years
3. . Chatham County reserves the right to confirm this information.
4. Contractor shall submit shop drawing with manufacturer's information to Owner for approval before purchasing the equipment demonstrating compliance with these specifications including equipment dimensions, weights, and sample warranty.
5. Contractor shall be responsible for installation and testing equipment for proper operation. Installation shall include anchoring to existing concrete pad as recommended by manufacturer. Anchoring system must be approved by Owner prior to installation. Installation shall include connection to existing electrical disconnect switch by others.
6. Successful contractor shall be responsible for providing all necessary equipment, manpower, etc. to offload equipment and set/affix into place.
7. Contractor shall submit Operation and Maintenance Manual, including parts manual, to Owner upon delivery of unit.
8. Contractor shall schedule and pay for onsite training of 4 employees designated by the Owner. Training shall include at a minimum proper operation of the equipment, troubleshooting and routine maintenance.
9. **Contractor shall include as an add-on price installation of an AR Liner or equal on bottom and side of Charge Box.**

Warranty:

1. One year from date of installation on all parts and labor.

Attachment A (continued)

SPECIFICATIONS FOR STATIONARY COMPACTOR (Pittsboro Collection Center)

General Specifications of Equipment:

1. Heavy duty, manufacturer's rating of 3.15 cubic yards. Compactor shall be Marathon RJ - 325, Pinnacle S-300 or equal. (Minimum NWRA Rating 2.31)
2. Charge box minimum opening: 61 inches long by 60 inches wide
3. Maximum length: 174 inches
4. Maximum width: 79 inches
5. Compactor to be totally UL listed for outside use (Furnish UL Number)
6. Paint, standard manufacturer process, standard color (Blue)
7. Must be in compliance with ANSI Z245.2 and all OSHA standards
8. Compactor to include all manufacturer's standard equipment
9. Compactor must have "factory installed" top or side mounted power pack
8. Manufacturer's plate bearing serial number and date of manufacturer
9. Provide advance fullness warning light

Performance Characteristics:

1. Cycle time of approximately 50 seconds
2. Total minimum normal force: 46,770 pounds
3. Total maximum force: 59,000 pounds
4. Minimum normal ram face pressure: 26.8PSI
5. Minimum ram penetration: 13 inches

Electrical Characteristics:

1. Motor 15HP 3/60/230/460 VAC
2. Control voltage: 120 volt
3. Remote controls, key lock start, emergency stop remote on approximately 20' of Sealtite
4. Multi-cycle Timer
5. Compactor to Have Exterior Mounted Reset Button

Hydraulic Characteristics:

1. Hydraulic pump minimum: 15 GPM
2. Maximum normal pressure: 1700 PSI
3. Maximum Pressure: 2100 PSI
4. Hydraulic cylinder bore: 6 inches minimum with 4 inch diameter rod
5. Hydraulic oil reservoir: minimum 20 gallons
6. Pressure gauge, remote on 15 feet of hydraulic hose

ATTACHMENT A (continued)

Construction Characteristics:

1. Ram face plate: 1/2-inch steel plate
3. Body sides: 1/4-inch steel plate
4. Charge box side liner: 1/4 inch steel plate
5. Floor body: 1/2 inch steel plate
6. Top ram plate: 3/8-inch steel plate
7. Bottom of ram: 3/8-inch steel plate
8. Hopper/Guard (minimum 48" from ground sloped to top of hopper and 24" from charge chamber)

Miscellaneous:

1. Maximum load height: 48 inches
2. Bidder must furnish list of county's using same equipment for minimum of 3 years.
3. Successful contractor shall be responsible for providing all necessary equipment, manpower, etc. to offload equipment and set/affix into place.
4. Contractor shall submit shop drawings with manufacturer's information to owner for approval before purchasing the equipment demonstrating compliance with these specifications including equipment dimensions, weights, and sample warranty.
5. Contractor shall be responsible for installation and testing of equipment for proper operation. Installation shall include anchoring to existing concrete pad. Anchoring system must be approved by Owner prior to installation. Installation shall include connection to existing electrical disconnect switch by others.
6. Contractor shall submit Operation and Maintenance Manual, including parts manual, to Owner upon delivery of unit.
7. Compactor shall allow hookup of Octagonal boxes included in this bid interchangeably without the use of special built adaptors.
8. **Contractor shall include as an add-on price installation of an AR Liner or equal on bottom and side of Charge Box.**

Warranty:

1. One year from date of installation on all parts and labor.

ATTACHMENT A (continued)

SPECIFICATIONS FOR STATIONARY COMPACTOR (Bonlee, Cole Park & Siler City East Centers)

General Specifications of Equipment:

1. Heavy duty, manufacturer's rating of 3.15 cubic yards. Compactor shall be Marathon RJ - 325, Pinnacle S-300 or equal. (Minimum NWRA Rating 2.31)
2. Charge box minimum opening: 61 inches long by 60 inches wide
3. Maximum length: 174 inches
4. Maximum width: 79 inches
5. Compactor to be totally UL listed for outside use (Furnish UL Number)
6. Paint, standard manufacturer process, standard color (Blue)
7. Must be in compliance with ANSI Z245.2 and all OSHA standards
8. Compactor to include all manufacturer's standard equipment
9. Compactor must have "factory installed" top or side mounted power pack
10. Manufacturer's plate bearing serial number and date of manufacturer
11. Provide advance fullness warning light

Performance Characteristics:

1. Cycle time of approximately 72 seconds
2. Minimum force: 36,760 pounds
3. Minimum maximum force: 42,410 pounds
4. Minimum normal ram face pressure: 25.0 PSI
5. Minimum ram penetration: 13 inches

Electrical Characteristics:

1. Motor 15HP, w/phase convertor. Electrical service to these locations are single phase.
2. Control voltage: 120 volt
3. Remote controls, key lock start, emergency stop remote on approximately 20 feet of Sealtite
4. Multi-cycle Timer
5. Compactor to Have Exterior Mounted Reset Button.

Hydraulic Characteristics:

1. Hydraulic pump minimum: 15 GPM
2. Maximum normal pressure: 1700 PSI
3. Maximum Pressure: 2100 PSI
4. Hydraulic cylinder bore: 6 inches minimum with 4 inch diameter rod
5. Hydraulic oil reservoir: minimum 20 gallons
6. Pressure gauge, remote on 15 feet of hydraulic hose

ATTACHMENT A (continued)

Construction Characteristics:

1. Ram face plate: 1/2-inch steel plate
2. Body sides: 1/4-inch steel plate
3. Charge box side liner: 1/4 inch steel plate
4. Floor body: 1/2 inch steel plate
5. Top ram plate: 3/8-inch steel plate
6. Bottom of ram: 3/8-inch steel plate
7. Hopper/Guard (minimum 48" from ground sloped to top of hopper and 24" from charge chamber)

Miscellaneous:

1. Maximum load height: 48.5 inches
2. Minimum compactor weight: 6,700 lbs
3. Bidder must furnish list of county's using same equipment for minimum of 3 years.
4. Successful contractor shall be responsible for providing all necessary equipment, manpower, etc. to offload equipment and set/affix into place.
5. Contractor shall submit shop drawings with manufacturer's information to owner for approval before purchasing the equipment demonstrating compliance with these specifications including equipment dimensions, weights, and sample warranty.
6. Contractor shall be responsible for installation and testing of equipment for proper operation. Installation shall include anchoring to existing concrete pad as recommended by manufacturer. Anchoring system must be approved by Owner prior to installation. Installation shall include connection to existing electrical disconnect switch by others.
7. Contractor shall submit Operation and Maintenance Manual, including parts manual, to Owner upon delivery of unit.
8. Compactor shall allow hookup of Octagonal boxes included in this bid interchangeably without the use of special built adaptors.
9. **Contractor shall include as an add-on price installation of an AR Liner or equal on bottom and side of charge box.**

Warranty:

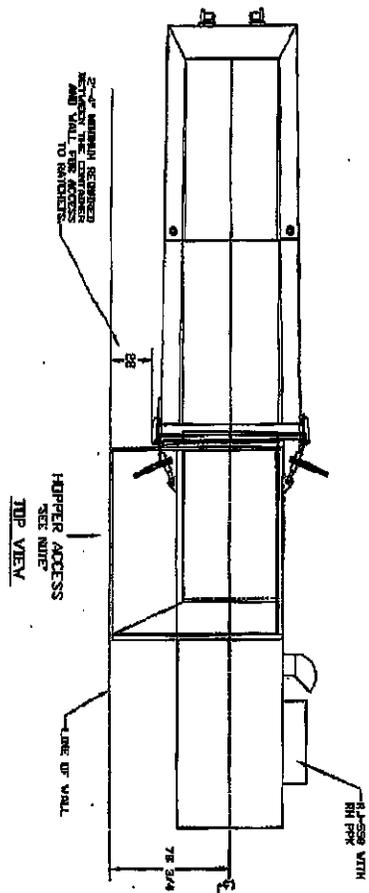
1. One year from date of installation on all parts and labor.

ATTACHMENT B
SPECIFICATIONS FOR HOPPER

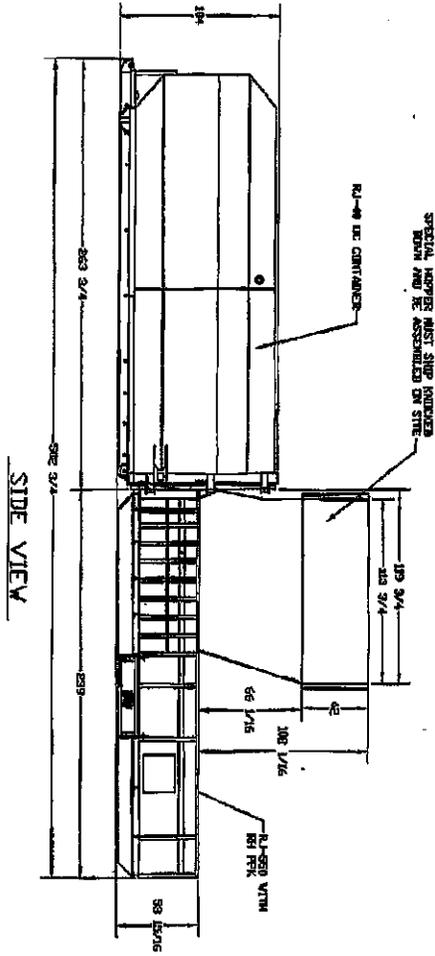
1. Hopper to be constructed of 1/4-inch 11 gage steel plate for the sides and extensions.
2. Hopper shall extend 60" above the top of wall on 3 sides.
3. Feed side chute shall be 1/2-inch 11 gage steel and reinforced with 3-inch channels on 8 inch spacing
4. Contractor shall submit scaled drawings of the proposed hopper for review prior to manufacture of the unit.
5. See attached drawing. **Total height of compactor with hopper shall be 72"**.
6. Paint primer inside and outside 2.0 mils, industrial enamel finish to 2.0 mils
7. 3 sides, open in front with hold to run
8. Price shall include delivery and installation at the SW&R Main Facility

Warranty:

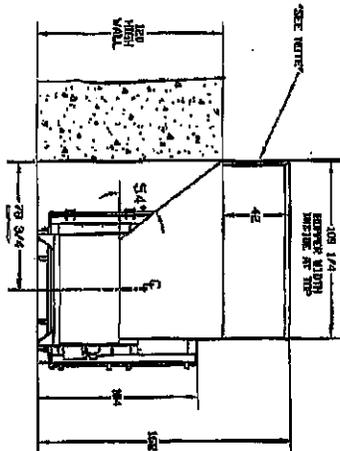
1. One year from date of installation on all parts and labor.



HOPPER ACCESS
SEE NOTE
TOP VIEW



SIDE VIEW



REAR VIEW

NOTE: HOPPER MUST SHIP KD FORM

NOTE:
ONE OF THE FOLLOWING
MUST APPLY FOR THIS
SETUP:

- 1) ACCESS GATE WITH INTERLOCK SWITCH (MANDATORY)
- OR
- 2) SUSTAINED MANUAL PRESSURE CONTROL (MANDATORY)
- OR
- 3) 4-SIDED HOPPER (MANDATORY)

ATTACHMENT C
SPECIFICATIONS FOR RECEIVERS

1. Number of units: 10
2. Color: Blue (8) Green (2)
3. Forty (40) Cubic Yard Capacity
4. Contractor shall submit shop drawing with manufacturer's information for approval before purchasing the containers demonstrating compliance with these specifications including equipment dimensions, weights, and sample warranty.
5. Compaction container designed to operate with compactors having a maximum ram face pressure of 50 psi and a total maximum force of 95,000 pounds.
6. Universal Cable Understructure
7. Overall length 22'-5" maximum
8. Maximum width: 8'
9. Compaction opening door of 47" high, 64" wide
10. Container sides constructed of 7 gauge steel (3/16")
11. Container floor constructed of 1/4" steel plate on 3" structural channels 12" spacing (or equivalent)
12. Longitudinal rails made of 2" x 6" x 1/4" structural steel tubing with 2 x 2 angle (or equivalent)
13. Minimum diameter of front and rear rollers of 8.5". Minimum width of 8".
14. Pull Hook 1 1/2" x 5 1/2" h x 2 1/2" eye opening
15. Wheels 8" diameter x 6" long with grease fitting
16. Guide Rollers 4" diameter x 6" long with recessed grease fitting
17. Door hinges with grease fittings for long life.
18. Canvas tie downs each side, front and door
19. Two fire ports on side of container.
20. Full width deflector plates top and bottom panels to force waste to rotate or other means to cause compacted material to roll.
21. Rear door to have three position door latch.
22. Paint primer inside and outside 2.0 mils, industrial enamel finish to 2.0
23. Price shall include delivery to the SW&R Main Facility.

ATTACHMENT D

Bid Sheet

1. Stationary Compactor (5.6 cubic yards) including delivery & installation
\$ _____ each

2. Hopper including delivery & installation \$ _____ each

3. Stationary Compactor (3.15 cubic yards)
\$ _____ each

Delivery and installation to Cole Park: \$ _____

Delivery and installation to Pittsboro: \$ _____

Delivery and installation to Siler City: \$ _____

Delivery and installation to Bonlee: \$ _____

Total (4) \$ _____

4. 40 YD Receivers (Blue) \$ _____ each including delivery

Total (10) \$ _____

Total Base Bid: \$ _____

ATTACHMENT E

Vendor Information & Signature Form

Name of Vendor:	
Trade License # (if applicable)	
Contact Person(s)	
Street Address with City, State & Zip Code	
Mailing Address (if different than above)	
Phone #	
Fax #	
Email	
Proposer will do the work as:	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Date & state of incorporation	Date State
Name of partnership or joint venture	

By signing below, the submission of qualifications shall be deemed a representation and certification by the Proposing Consultant that it has investigated all aspects of the RFB, and it has read and understands the RFB.

Bidder Signature:
Date Signed:
Title of Signatory:

ATTACHMENT D

Bid Sheet

- 1. Stationary Compactor (5.6 cubic yards) including delivery & installation
\$ 25,456⁰⁰ each
- 2. Hopper including delivery & installation
\$ 2,400⁰⁰ each

- 3. Stationary Compactor (3.15 cubic yards)
\$ 15,286⁰⁰ each
- Delivery and installation to Cole Park: \$ 1,500
- Delivery and installation to Pittsboro: \$ 1,500
- Delivery and installation to Siler City: \$ 1,500
- Delivery and installation to Bonlee: \$ 1,500

Total (4) \$ 67,144⁰⁰

- 4. 40 YD Receivers (8 blue, 2 green) \$ 6,822⁰⁰ each, including delivery

Total (10) \$ 68,220⁰⁰

Total Base Bid: \$ 163,220⁰⁰

Optional Add-ons

- 1. Liner for 5.6 cubic yard compactor \$ 1,600⁰⁰ each
- 2. Liner for 3.15 cubic yard compactors \$ 1,400⁰⁰ each

Total (4) \$ 5,600

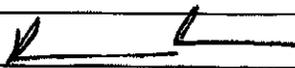
* SEE ATTACHED
FOR COMMENTS

ATTACHMENT E

Vendor Information & Signature Form

Name of Vendor:	PINNACLE / BAKERS WASTE EQUIPMENT	
Trade License # (if applicable)		
Contact Person(s)	RON CLARK	
Street Address with City, State & Zip Code	1808 NORWOOD ST. S.W. LENOIR, N.C 28645	
Mailing Address (if different than above)		
Phone #	828-726-3001	
Fax #	919-823-0269	
Email	RCLARK@bwe-nc.com	
Proposer will do the work as:	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation	
Date & state of incorporation	Date	State
	2001	NORTH CAROLINA
Name of partnership or joint venture		

By signing below, the submission of qualifications shall be deemed a representation and certification by the Proposing Consultant that it has investigated all aspects of the RFB, and it has read and understands the RFB.

Bidder Signature:	
Date Signed:	9-16-16
Title of Signatory:	PINNACLE / NAT'L SALES MGR



Chatham County, NC
Comments pertaining to RFB-Recycling Compactors Re-Bid

September 22, 2016

Attachment A-Specifications for Stationary Compactor (SW&R Facility)

- All Pinnacle Compactors are UL Listed for our Power Unit, Components, Panel with regard to outside use. File # E250119-<http://database.ul.com/cgi-bin/XYV/template/LISEXT/1FRAME/index.html>--Name entry: Bakers Waste Equipment
- All Pinnacle Compactors are built in accordance with Wastec ratings, ANSI Z245.2, OSHA compliance guidelines
- Power Unit will mounted on top of S-500
- All Pinnacle Compactors have floor ride technology, with extended Ram base
- AR liner cost for the charging chamber are not listed in the quote. A cost of \$1,600 will apply if needed.

Attachment A-Specifications for Stationary Compactor (Pittsboro Collection Center)

- All Pinnacle Compactors are UL Listed for our Power Unit, Components, Panel with regard to outside use.(See above reference on (SW&R Facility) for UL #
- All Pinnacle Compactors are built in accordance with Wastec ratings, ANSI Z245.2, OSHA compliance guidelines
- Power Unit will mounted on top of S-300's
- All Pinnacle Compactors have floor ride technology, with extended heavy duty extended Ram base
- AR liner cost for the charging chamber are not listed in the quote. A cost of \$1,400/unit will apply if needed.

Attachment A-Specifications for Stationary Compactor (Bonlee, Cole Park & Siler City)

- All Pinnacle Compactors are UL Listed for our Power Unit, Components, Panel with regard to outside use.
- All Pinnacle Compactors are built in accordance with Wastec ratings, ANSI Z245.2, OSHA compliance guidelines. (See above reference on (SW&R Facility) for UL #
- Power Unit will mounted on top of S-300's
- All Pinnacle Compactors have floor ride technology, with extended heavy duty Ram base
- AR liner cost for the charging chamber are not listed in the quote. A cost of \$1,400/unit will apply if needed.

Service/Maintenance Providers:

Pinnacle/BWE Service Department-Lenior, NC Danny Hensley-828-201-2257
NC Dumpster-Fugua Varina-John Hart-919-868-9596

North Carolina Counties using Pinnacle S-500 & S-300 Compactors with similar installations as proposed by Chatham County:

Wake County--Roy Baldwin (919-669-5443)

Harnett County-Randy Smith (910-981-4701)

Moore County-Jimmy Brown (910-690-3381)

Orange County-Paul Spier(919-624-0221)

Stokes County-Mark Delehart-(336-593-2415)

Please advise if you need more North Carolina County references! Contact Ron Clark (336-380-0764)

Delivery and installation time frame

Depending on delivery status at the time order, we anticipate a time frame of 45-60 days to deliver and install all the equipment on the RFB.

Additional Discounts Available

BWE will extend an additional 1.5 % discount on the bid total, if awarded all items listed on the RFB for Recycling Compactors-Re-Bid!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

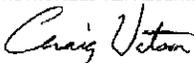
PRODUCER Watson Insurance 245 East Second Avenue Gastonia NC 28053	CONTACT NAME: Brenda Jenkins PHONE (A/C, No, Ext): 704-865-8584 E-MAIL ADDRESS: bjenkins@watsoninsurance.com	FAX (A/C, No): 704-866-9866
	INSURER(S) AFFORDING COVERAGE INSURER A : Central Mutual Ins. Company	
INSURED Bakers Waste Equipment, Inc. BWE Transport, LLC 1808 Norwood Street SW Lenoir NC 28645	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1938678911 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CLP8877595	10/8/2016	10/8/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired PD ACV <input type="checkbox"/> or cost/hire	Y	Y	BAP8877594	10/8/2016	10/8/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CXS8877596	10/8/2016	10/8/2017	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	CRIME/ERISA Plan Crime Ded: \$1,000 ERISA Ded: \$ - 0 -			CLP8877595	10/8/2016	10/8/2017	Employee dishonesty	\$250,000
							ERISA Plan	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL NAMED INSUREDS: BAKERS WASTE EQUIPMENT, INC., BWE ACQUISITION CORP., & BWE TRANSPORT, LLC, AND SMARTER TRASH, INC.;

CERTIFICATE HOLDER Chatham County Solid Waste & Recycling 28 County Services Road Pittsboro NC 27312	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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