

# REQUEST FOR PROPOSAL

*ISSUING AGENCY*

*UNION COUNTY COMMISSIONER  
65 COURTHOUSE STREET, SUITE 1  
BLAIRSVILLE, GEORGIA 30512  
PHONE: 706-439-6000  
FAX: 706-436-6004*

*ISSUE DATE*

*FEBRUARY 14, 2024*

*PROPOSAL CLOSING DATE*

*MARCH 13, 2024*

*PROPOSAL CLOSING TIME*

*2:00 P.M.*

*Commodity*

*Union County Transfer Station  
Two-Ram Baler  
Project #UC-2024-01*

## REQUEST FOR PROPOSAL

THE UNION COUNTY COMMISSIONER'S OFFICE IS REQUESTING PROPOSALS FROM QUALIFIED MANUFACTURERS FOR A TWO-RAM BALER.

PROPOSALS WILL BE RECEIVED BY THE UNION COUNTY COMMISSIONER'S OFFICE, 65 COURTHOUSE STREET, BLAIRSVILLE, GEORGIA 30512 UNTIL 2:00 PM LOCAL TIME ON MARCH 13, 2024. LATE PROPOSALS WILL NOT BE CONSIDERED NOR RETURNED. PROPOSALS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE UNION COUNTY COMMISSIONER'S OFFICE BY STAFF PERSONNEL.

THE PROPOSAL DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION ON THE UNION COUNTY WEBSITE AT [WWW.UNIONCOUNTYGA.GOV/GOVERNMENT/COMMISSIONERS-OFFICE/PURCHASING](http://WWW.UNIONCOUNTYGA.GOV/GOVERNMENT/COMMISSIONERS-OFFICE/PURCHASING) AND AT THE UNION COUNTY COMMISSIONER'S OFFICE, 65 COURTHOUSE STREET, SUITE 1, BLAIRSVILLE, GEORGIA 30512; PHONE 706-439-6000 OR FAX 706-439-6004.

PROPOSALS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY O.C.G.A. UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY TECHNICALITIES.

**RFP DOCUMENTS ARE AVAILABLE AT THE UNION COUNTY, GEORGIA WEBSITE:** [WWW.UNIONCOUNTYGA.GOV/GOVERNMENT/COMMISSIONERS-OFFICE/PURCHASING](http://WWW.UNIONCOUNTYGA.GOV/GOVERNMENT/COMMISSIONERS-OFFICE/PURCHASING).

(LEGAL AD)

TO RUN : 2/14/2024, 2/21/2024, 2/28/2024, 3/6/2024

ALSO TO BE ADVERTISED ON THE COUNTY WEBSITE AND THE GEORGIA PROCUREMENT REGISTRY.

## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The Union County Commissioner’s Office is requesting proposals for a two-ram baler.

### **1.2 Proposal Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), Union County certifies that the use of competitive sealed bidding will not be practical or advantageous to the County in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner’s sole judgment, is in the Owner’s own best interests. The Owner shall have the right to accept any proposal.

### **1.3 Schedule of Events**

This Request for Proposals shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
February 14, 2024	Release of RFP
March 1, 2024 12:00 noon	Deadline for written questions to be submitted to Pam Hawkins, Purchasing Agent (purchasing@uniongov.com)
March 7, 2024 5:00 p.m.	Answers to written questions posted to website: <a href="http://www.unioncountyga.gov/government/commissioners-office/purchasing">www.unioncountyga.gov/government/commissioners-office/purchasing</a>
March 13, 2024 2:00 p.m.	Proposals Due

### **1.4 Restrictions on Communications**

From the issue date of this RFP until a Vendor is selected and the award is announced, Vendors are not allowed to communicate **for any reason** with any County staff or elected officials except: through the Project Manager or County Staff named herein, or as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

## 1.5 Questions & Addenda

All questions concerning this RFP **must be submitted in writing** (email is preferred but fax and mail may be used) to Union County Commissioner's Office no later than **12:00 noon on March 1, 2024, local time.**

The Inquiries must be directed to:

**Pam Hawkins, Purchasing Agent**  
Union County Commissioner's Office  
65 Courthouse Street, Box 1  
Blairsville, GA 30512  
**[purchasing@uniongov.com](mailto:purchasing@uniongov.com)**  
**Phone (706) 439-6000**  
**Fax (706) 439-6004**

No response to inquiries other than written will be binding upon the County. Union County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda shall be posted to the county website, [www.unioncountyga.gov/government/commissioners-office/purchasing](http://www.unioncountyga.gov/government/commissioners-office/purchasing), no later than March 7, 2024, at 5:00 PM. A signed copy of any addenda shall accompany submitted qualifications proposals. Proposers are advised to check the website for addenda before submitting their Proposals.

## 1.6 Definition of Terms

**County** – Office of the Union County Commissioner

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Proposer** - Respondent to this Request for Proposals

**Vendor** - The successful respondent to this Request for Proposals, after being placed under contract with the County.

**RFP** - Request for Proposals

**Contract Documents** – The Contract Documents are defined as all Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project including, but not limited to:

1. Appendix A Proposal Certification
2. Appendix B Union County Notice of Award
3. Appendix C Pricing Proposal

## **1.7 Contract Term**

The contract between the County and the Vendor shall become effective upon signing of the Notice of Award and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. Union County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

## **1.8 Exception to RFP**

Each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken **must** be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer’s solution, must be explained in detail.

The County welcomes innovative suggestions and recommendations from Vendors that will ensure a 100% successful service approach.

## **2.0 SCOPE OF WORK**

The term "Work" means providing the product and services requested in the RFP documents, and includes all other labor, materials, equipment and services provided by the Vendor to fulfill the Vendor's obligations to construct and deliver a two-ram baler as specified in the contract document.

## **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

### **3.1 Proposal Requirements**

- a. A transmittal letter that states the Proposal is submitted in response to **RFP “Union County Two-Ram Baler”**. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.
- b. Completed Pricing Proposal that addresses all elements of the Scope of Work referenced in Section 2 of this RFP.

- c. Qualifications Information requested in Section 4 of this RFP.
- d. Bidder's Certification (Appendix A)
- e. Signed Addendum (if any)

### **3.2 Pricing Proposal**

The pricing proposal is to provide Union County with how your company charges for the product and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs including allowances for any unforeseen conditions.

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

**The Pricing Proposal must be submitted as a separate, sealed package.**

## **4.0 QUALIFICATIONS INFORMATION**

Qualifications information together shall not exceed 10 pages. Provide the following qualifications information:

- a. Business location and officers of the firm (company background)
- b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
  - i. If a public company, include a recap of the most recent audited financial report.
  - ii. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.
- c. Business Litigation
  - i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
- d. A complete list of all relevant work performed (recent deliveries of similar equipment) within the last three (3) years, including contact names and telephone numbers.
- e. Copies of manufacturer installer certificates (if applicable to RFP). Vendors must be certified resellers of the products they provide and install.
- f. Copies of all applicable warranties and guarantees that are associated with construction and manufactured/purchased components.
- g. Brief description of service and maintenance plans available.
- h. Brief description of the total days of construction associated with this type of product.
- i. As the above items are to be considered in selection of the Vendor, submission of this information shall be binding on the Vendor and shall not be changed without agreement in writing from the Owner.

## 5.0 **PROPOSAL SUBMISSION AND EVALUATION**

### 5.1 **Process for Submitting Proposals**

#### 5.1.1 **Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Vendor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### 5.1.2 **Packaging of Proposal**

Mark the outside of the shipping package as follows:

**“RFP – Union County Two-Ram Baler”**

*Failure to properly label the OUTSIDE of the shipping container may result in disqualification.*

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - a Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled **“Qualifications Proposal”** will include an original and three (3) copies of each of the following:
  - Transmittal letter referenced under Section 3.1 of this RFP
  - Bidder's Certification (Appendix A)
  - All qualifications information referenced under Section 4 of this RFP
  - Signed Addendum (if any)
2. The contents of the sealed, inner package labeled **“Pricing Proposal”** will include an original and three (3) copies of each of the following:
  - Completed Pricing Proposal

**Do not include price information of any kind in the Qualifications Proposal**

### **5.1.3 Submission of Proposals**

Proposals will be received by Union County Commissioner's Office until 2:00 PM on March 13, 2024. The original and three (3) copies must be mailed, hand-delivered, or express mailed to:

**Pam Hawkins, Purchasing Agent  
Union County Commissioner's Office  
65 Courthouse Street, Suite 1  
Blairsville, GA 30512**

**Any submission received after the due date and time will not be evaluated.**

NOTE: Many express mail services do not guarantee overnight delivery times to Union County. Any proposal received after 2:00 PM on March 13, 2024 will not be opened.

## **5.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted as follows:

### **5.2.1 Administrative Review**

The proposals will be reviewed by the County for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Qualifications Proposal and Financial Proposal
3. All required documents have been submitted
4. Qualifications Proposal does not include any financial information
5. All documents requiring an original signature have been signed and are included

### **5.2.2 Mandatory Requirements Review**

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.



**5.2.3 Qualifications Proposal Evaluation**

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background	5
Financials	5
Litigation	5
Relevant Work	15
Warranties	10
Service and Maintenance Plans	10
Delivery Time	15
Pricing Proposal	<u>35</u>
Total Points	100

**5.2.4 Financial Proposal Evaluation**

The pricing proposal from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

**5.2.5 Oral Presentations**

The Union County Commissioner’s Office reserves the right to invite Proposers to present their qualifications.

**5.2.6 Selection of Proposal**

Upon completion of the evaluation process, the Union County Commissioner’s Office will select the proposal that is in the best interest of Union County.

**5.3 Rejection of Proposals/Cancellation of RFP**

Union County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the Vendors throughout this process.

## **6.0 TERMS AND CONDITIONS**

### **6.1 RFP Amendments**

The County reserves the right to amend this RFP prior to the proposal due date. All addenda and additional information will be posted to the County website at [www.unioncountyga.gov/government/commissioners-office/purchasing](http://www.unioncountyga.gov/government/commissioners-office/purchasing) prior to 5:00 PM on March 1, 2024. It is the Proposer's responsibility to check the website for addenda before submitting a Proposal. All signed addenda shall be included in the Qualifications Proposal.

### **6.2 Agreement and Project Forms**

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

### **6.3 Proposal Withdrawal**

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Union County Commissioner's Office.

### **6.4 Cost for Preparing Proposals**

The cost for developing the proposal is the sole responsibility of the Proposer. The County will not provide reimbursement for such costs.

### **6.5 Conflict of Interest**

If a Proposer has any existing client relationship that involves Union County, the Proposer must disclose each relationship.

### **6.6 Vendor Selection**

Union County reserves the exclusive right to determine which Proposer should be awarded the Contract. The County also reserves the right to reject any or all bids at its discretion with or without cause.

### **6.7 Negotiations with Apparent Winner**

Prior to award, the apparent winning Proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the Vendor's proposal.

The County reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein.

The Vendor shall commence work only after the transmittal of a fully executed Notice of Award from the County.

## **6.8 Taxes**

Union County is exempt from taxes; however the Vendor shall pay all taxes required of him by law. Union County cannot exempt others from tax.

## **6.9 Compliance with Laws**

The Vendor will comply with all State and Federal laws, rules, and regulations.

## **6.10 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

## **6.11 Rejection of Submissions/Cancellation of Request for Proposals**

Union County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of Union County. It is also within the rights of Union County to reject proposals that do not contain all elements and information requested in this document. Union County reserves the right to cancel this Request for Proposals at any time. Union County will not be liable for any cost/losses incurred by the Vendors throughout this process.

## **6.12 Non-discrimination**

Union County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

## **6.13 Payment**

Payment terms and invoicing requirements shall be as defined by the Agreement form. See Section 6.2 of this RFP for more information on the Agreement form.

## **6.14 Project Coordination**

The Vendor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Vendor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Vendor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Vendor hereby agrees to replace any personnel or sub-Vendor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-Vendor or personnel is unsatisfactory.

### **6.15 Accuracy of Work**

The Vendor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Vendor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Vendor or latent defects in the products sold by the Vendor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Vendor under this Agreement, the Vendor shall confer with the County for the purpose of interpreting the information supplied by the Vendor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Vendor. The Vendor shall give immediate attention to these changes so there will be minimum delay to others. The Vendor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

### **6.16 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Vendor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Vendor shall have the right to retain copies of the same.

### **6.17 News Releases by Vendor**

As a matter of policy, the County does not endorse the products or services of a Vendor. News releases concerning any resultant contract from this solicitation shall not be made by a Vendor without the prior written approval of the County. All proposed news releases shall be routed to Union County for review and approval.

### **6.18 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The County and the Vendor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Union County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Vendor to provide acceptable work and services

as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

### **6.19 Assignment of Contractual Rights**

It is agreed that the Vendor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

### **6.20 Indemnity**

To the fullest extent permitted by law, the Vendor will indemnify, defend, and hold Union County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Vendor or anyone for whom the Vendor is responsible.

### **6.21 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

### **6.22 Documents Deemed Part of Contract**

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or Vendor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.