

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR INFORMAL BIDS

#148-MAINT-020

PROJECT: Custodial Chemicals and Supplies

USING AGENCY: Asheville City Schools

ISSUE DATE: July 6, 2022

Bids subject to the conditions made a part hereof will be received until **2:00 p.m., Thursday, July 14, 2022**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

All Bids must be sent to the Purchasing Clerk at the address or email address provided below:

Asheville City Schools
Attn: Chris Pohlman, Purchasing
85 Mountain Street
Asheville, NC 28801

Phone: 828-350-6101
Fax: 828-251-4915
Email: chris.pohlman@acsgmail.net

Direct inquiries concerning this RFP to:

Bidding and document questions: Chris Pohlman, Purchasing Clerk Office: 828-350-6101
Specifications and technical questions: Tim Shelton, Director, Maintenance Department
Mobile: 828-713-6430 or Office: 828-350-2991

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Informal Bids (RFIB), which refers to projects less than \$300,000, is issued to prospective contractors.
2. The deadline for written questions is three days prior to the due date.
3. Bids shall be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
4. All bids must be received by Asheville City Schools (ACS) not later than the date and time specified on the cover sheet of this RFP.
5. Bids will be evaluated according to completeness, content, experience with similar projects, ability of the Bidder and its staff, and cost. Award of a contract to one Bidder does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous to ACS.
6. Bidders are cautioned that this is a request for bids, not a request to contract, and ACS reserves the right to reject any and all unqualified bids when such rejection is deemed to be in the best interest of the ACS.

(NOTE: THE BID FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

BID FORM

#148-MAINT-020

Custodial Chemicals and Supplies

DUE DATE: 7/14/2022 by 2:00PM

Bidder: _____

Address: _____

City/State/Zip: _____ Phone: _____

Fed ID No: _____ MBE/HUB Status: _____ Fax: _____

Email: _____

Please indicate the Price per Case for the following items. Additionally, please supply the requested information in the "Information Needed" column, with the specifications of the item for which the price is being supplied. This information is required for each Price per Case provided by the Bidder.

Product	Information Needed	Price per Case
Paper Towels Georgia Pacific (Manufacturer Item# 26495)	Length of Roll: <u>1,150 feet</u> Perforated? <u>No</u> Recycled Material? <u>Yes</u> Number of Rolls per Case: <u>6</u>	\$
Toilet Paper Georgia Pacific (Manufacturer Item# 19510)	Ply <u>2 ply</u> Length of Roll: <u>1000 sheets</u> Perforated? <u>Yes</u> Recycled Material? <u>Yes</u> Number of Rolls per Case: <u>6</u>	\$
Foam Soap Georgia Pacific (Manufacturer Item# 43715)	Size <u>1,200 mL</u> Number per Case: <u>4</u>	\$

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38 x 58 Trash Bags	Thickness/Mic: _____ Number per Roll: _____ Number of Rolls per Case: _____	\$
41 x 54 Trash Bags	Thickness/Mic: _____ Number per Roll: _____ Number of Rolls per Case: _____	\$
33 x 46 Trash Bags	Thickness/Mic: _____ Number per Roll: _____ Number of Rolls per Case: _____	\$
23 x 31 Trash Bags	Thickness/Mic: _____ Number per Roll: _____ Number of Rolls per Case: _____	\$
Sani Wax Bags	<i>[No additional information needed]</i>	\$
Gum Remover	Size: _____	\$
Disposal Wipes	Sheets per Box: _____ Number of Boxes per Case: _____	\$
Laundry Detergent	Size: _____	\$
XL Gloves	Gloves per Case: _____	\$
Large Gloves	Gloves per Case: _____	\$
Medium Gloves	Gloves per Case: _____	\$
Small Gloves	Gloves per Case: _____	\$

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Wax, 5 gallon	% Solids: _____	\$
Urinal Blocks	Size: _____	\$
Carpet Extraction	Size: _____ Number per Case: _____	\$
Restroom Disinfectant	Size: _____ Number per Case: _____	\$
Degreaser	Size: _____ Number per Case: _____	\$
Neutral Cleaner	Size: _____ Number per Case: _____	\$
Multi Purpose Cleaner	Size: _____ Number per Case: _____	\$
Glass Cleaner	Size: _____ Number per Case: _____	\$
Floor Stripper, 5 gallon	<i>[No additional information needed]</i>	\$
Vomit Sweeping Compound	<i>[No additional information needed]</i>	\$

Therefore, in compliance with this Request for Bids, and subject to all conditions herein, the undersigned offers and agrees, if this bid is accepted, to furnish the subject services for a cost not to exceed:

By: (Signature) _____ Date: _____

Printed Name _____ Title: _____

[END OF BID FORM]

BID SPECIFICATIONS

I. INTENT

Asheville City Schools (“ACS”) is requesting bids for custodial supplies and chemicals per the conditions and terms of these specifications. ACS intends to use the dispensers for paper towels, toilet paper, and foam soap already on site at ACS. ACS has therefore provided the manufacturer number of these particular consumable items specific to the dispensers already on hand.

Product	Brand	Manufacturer Number
Paper Towels	Georgia Pacific	26495
Toilet Paper	Georgia Pacific	19510
Foam Soap	Georgia Pacific	43715

All other products besides the paper towels, toilet paper, and foam soap listed above will have information that must be provided by the Bidder for each product, such as size or other attributes. See the Bid Form for full information needed.

II. SCOPE OF WORK

The bid will be for providing all consumable chemicals and supplies, materials, replacement dispensers, and any other activities necessary for a complete and successful cleaning program. Labor and equipment will be provided by ACS.

The floor care system will include, at a minimum, a high solid finish capable of buffing at 2,000 rpm or greater. The system shall be a complete product line specifically designed to provide a durable, high gloss finish. Cleaning concentrate fill systems need to be included and will be placed at strategic locations with each building. The fill system will be capable of providing correctly diluted basic cleaning products such as all-purpose cleaner, disinfectant, glass cleaner, etc.

Disinfectant needs to utilize a broad-spectrum quaternary. They need to provide germicidal action, cleaning, and odor control in one concentrate. Products must be safe for all washable hard surfaces and be EPA registered and USDA authorized. Products must be effective against gram-positive and gram-negative bacteria, fungi, and viruses including staphylococcus aureus, salmonella, HIV-1, herpes simplex type 1 and 2, and hospital grade phenolic.

Proposers shall provide equipment line and pricing based upon percent discount off manufacturer's suggested list price. ACS reserves the right to purchase these items on the open market. A reasonable fee will be negotiated for service and repairs of custodial equipment with the Contractor. ACS prefers that the equipment be serviced by the Contractor; however, ACS reserves the right to obtain service and repair of equipment on the open market.

III. TERM

The initial term of the contract resulting from this solicitation shall begin within 30 days of notice of award and shall continue through June 30, 2023. After the initial term, this agreement may be renewed each year for up to four (4) additional one-year periods. Any price increases shall not exceed the previous year's increase in the Consumer Price Index for Urban Consumers or three (3) percent, whichever is less on the date of renewal. Any proposed price increases must be approved in writing by a District administrator prior to any change taking effect.

IV. INDEMNITY

The Contractor will indemnify and save harmless Asheville City Schools, its Board members, officers, employees, and agents, from and against any and all claims, causes of action, damages, losses, costs, attorneys' fees, and liability to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, and employees in the performance of this Contract.

V. SUBMITTAL OF BIDS

All bids must be submitted using the Bid Form included in this solicitation and must be submitted to Chris Pohlman, Asheville City Schools Purchasing Clerk. Bids may be submitted in person, by mail, or via email. Bids that are submitted in person or by mail shall be fully sealed and addressed to the following address.

Chris Pohlman
c/o Asheville City Schools
Attn: 148-MAINT-020
85 Mountain St
Asheville, NC 28801

Bids that are submitted by email should be clearly labeled with 148-MAINT-020 included in the subject line of the email and sent to chris.pohlman@acsgmail.net.

Please note that it is the responsibility of the bidder, regardless of the approved method of delivery the bidder chooses, to ensure that the bid is received on time. Late bids will not be accepted. Bids submitted without the Bid Form included in this solicitation will be considered non-responsive.

ACS assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, any other method.

VI. PERFORMANCE AND DEFAULT

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, Asheville City Schools shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of Asheville City Schools,

become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

In case of default by the Contractor, Asheville City Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

VII. TERMINATION:

Asheville City Schools may terminate this agreement at any time by 30 days' notice in writing to the Contractor. If the contract is terminated by Asheville City Schools as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

VIII. GENERAL PROVISIONS

- a. This solicitation does not commit ACS to award a contract, to pay any costs incurred in the preparation of the bid or to procure any good or service. An award will be made to the Bidder whose bid, in the opinion of ACS, best meets the requirements of this solicitation and the objectives of ACS.
- b. Asheville City Schools Procurement Code and Regulations govern and supersede any and all documents, bids and policies, whether stated or implied.
- c. **District or School Regulations**
The Bidder and its representatives shall follow all applicable regulations while on District property, including the No Smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. Vendor(s) and its representatives must have a clean background check to come on school property.
- d. **Drug-free Workplace**
By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the North Carolina Drug-Free Workplace Act.
- e. **Jessica Lunsford Act**
Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Bidder affirms that neither itself nor any employee or agent of Bidder is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

f. **Addenda**

Addenda shall be issued prior to the RFP submittal date and time for the purpose of modifying or interpreting the bid instructions through additions, deletions, clarifications, or corrections. Addenda shall be forwarded to all potential Bidders who are known by ACS to have received a complete copy of the RFP. No addenda shall be issued later than three (3) days prior to the RFP submittal date except to withdraw or postpone the RFP. The Purchasing Agent shall not be legally bound by any amendment or interpretation that is not in writing.

g. **Equal Opportunity**

Bidder agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

h. **Insurance**

Contractor shall maintain, throughout the performance of its obligations under this agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. All vehicles that transit school grounds will have insurance as required by the State of North Carolina.

i. **Authorization and Acceptance**

The bid must be signed by an authorized individual who may bind the Bidder to provide the products and services contained in this RFP. All bids received in response to this RFP shall be considered valid for a minimum of sixty (60) days from the bid due date.

ACS or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

j. **Bid Clarifications**

ACS reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's bid. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify the bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

k. **Confidentiality**

Ownership of all data, material and documentation originated and prepared pursuant to the RFP shall belong exclusively to ACS and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the bid they consider to contain proprietary information.

l. **Quality of Product**

Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition.

m. **Bidder's Qualifications**

Bidder must, upon request, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this bid. ACS reserves the right to make the final determination as to the Bidder's ability to provide the services requested herein. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to ACS.

n. **Bid Constitutes Offer**

By submitting a bid, the Bidder agrees to be governed by the terms and conditions as set forth in this document. Any bid containing variations from the terms and conditions set forth herein may, at the sole discretion of ACS, render such bid non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by both parties to supersede any such provisions of this RFP.

o. **Contractor Responsibility**

The Contractor alone will be held solely responsible to ACS for performance of all Contractor obligations under any contract resulting from their bid.

p. **Correction of Errors on the Bid Form**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the specified time for opening.

q. **Debarment**

Bidder affirms that itself and/or any of its Principals are neither debarred, per State website at <http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>, nor debarred per Federal Excluded Parties List at www.sam.gov/portal/public/SAM, nor listed on the Final Divestment List and Parent and Subsidiary List, which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act, and which is located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. Bidder further affirms that itself and/or any of its Principals are neither suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. 'Principals', for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (examples: general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

r. **Non-Appropriations**

Any contract entered into by ACS or its departments, employees, or agents resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

s. **Approval of Publicity Release**

The Contractor shall not have the right to include ACS's name in its published list of customers, without prior approval of ACS. The Contractor agrees not to publish or cite in any form any comments or quotes from ACS staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply the products or services provided are endorsed or preferred by ACS.

t. **Rejection/Cancellation**

ACS reserves the right to accept or reject, in part or in entirety, any or all bids; to negotiate with all qualified Bidders; and to cancel in part or in entirety this solicitation if it is in the best interest of ACS. Further, ACS reserves the right to waive any or all informalities or technicalities in order to serve the best interest of ACS.

u. **Subcontracting**

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractor must be approved by ACS. The successful Bidder will also furnish the corporate or company name and the names of the Bidders of any subcontractors engaged by the Bidders. If at the time of the bid, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the bid. The subcontractor qualifications to perform must be submitted.

v. **Unlawful Acts**

ACS interprets a signed bid as signifying that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the state of North Carolina or United States law.

w. **Withdrawal of Bid Response**

A bid response cannot be withdrawn after it has been filed, unless the respondent makes a written request to the Purchasing Agent prior to the bid due date and time shown on this solicitation. If ACS has not accepted the bid or awarded a contract within thirty (30) days after the bid due date, the Bidder must inform ACS, in writing, that they do not wish for their response to continue to be considered.

IX. PROJECT REQUIREMENTS

All Bidders must be able to meet and/or exceed all of the qualifications listed in this solicitation. Any Bidder who does not meet the qualifications and/or fails to include any of the information requested in the Bid package, may be determined non-responsive.

X. SPECIFICATIONS DEVIATIONS

Any deviation from the minimum specifications within this solicitation must be noted in detail and submitted in writing on the Bid Form

XI. EVALUATION CRITERIA

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid, which does not meet the essential requirements of ACS, will be subject to disqualification. For purposes of determining responsibility, all information given by the Bidder concerning its availability to perform fully the contract requirements and the integrity and reliability of the Bidder will be reviewed. The submission of a bid for review does not necessarily qualify the Bidder or bid as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid to be disregarded.

