

# STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

## REQUEST FOR INFORMAL BIDS

#148-MAINT-013

**PROJECT:** Dust Mop Monthly Rental Services

**USING AGENCY:** Asheville City Schools

**ISSUE DATE:** April 8, 2022

Bids subject to the conditions made a part hereof will be received until **2:00 p.m., Thursday, April 21, 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](mailto:chris.pohlman@acsgmail.net)

Direct inquiries concerning this RFIB to:

Bidding and document questions:

Chris Pohlman, Purchasing Clerk

Office: 828-350-6101

Specifications and technical questions:

Tim Shelton, Maintenance Director

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 the issuing agency not later than the date and time specified on the cover sheet of this RFIB.
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 the State.
6. Bidders are cautioned that this is a request for bids, not a request to contract, and the State/Asheville City Schools reserves the right to reject any and all unqualified bids when such rejection is deemed to be in the best interest of the State.

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

**BID FORM**

**#148- MAINT-013**

**Dust Mop Monthly Rental Services**

**DUE DATE: 4/21/2022 by 2:00PM**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fed ID No: \_\_\_\_\_ MBE Status: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_ Title: \_\_\_\_\_

Please indicate the total monthly price to provide the needed items to the appropriate locations. A list of all needed items for each location, as well a list of locations, can be found as Attachment A to this solicitation. The total monthly cost should be inclusive of all shipping and handling, delivery fees and/or other fees, and applicable sales and use tax.

Total Monthly Price<sup>\*\*</sup>: \_\_\_\_\_

<sup>\*\*</sup>This total must include all shipping and handling, delivery fees and/or other fees, and applicable sales and use tax.

**[END OF BID FORM]**

## **BID SPECIFICATIONS**

### **I. INTENT**

Asheville City Schools is requesting bids for dust mop rental services on a monthly basis, for 9 school locations. A list of locations can be found as Attachment A to this solicitation

### **II. SCOPE OF WORK**

A list of schools and a list of items needed per school can be found as Attachment A to this solicitation. This list represents the number of items needed monthly. Deliveries of clean mop items will be delivered at the beginning of each month to each location to replace all mop items from the previous month.

### **III. GENERAL PROVISIONS**

- a. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the bid or to procure any good or service.
- b. An award will be made to the Bidder whose bid, in the opinion of the District, best meets the requirements of this solicitation and the objectives of the District.
- c. Asheville City Schools Procurement Code and Regulations govern and supersede any and all documents, bids and policies, whether stated or implied.
- d. The District 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.
- e. 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 the District to have received a complete copy of the RFP. No addenda shall be issued later than four (4) 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.

#### **f. Affirmative Action**

Contractor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

#### **g. Approval of Publicity Release**

The Contractor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District 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 the District.

#### **h. Authorization and Acceptance**

The bid must be signed by an authorized individual who may bind the Bidder to provide custodial services in accordance with the Service Requirements contained in this RFP. The bid must contain a statement to

the effect that your bid is firm for a period of sixty (60) days from the bid due date or longer if so required by the District.

i. Clarifications

The District 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.

j. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to the RFP shall belong exclusively to the District 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.

k. Contractor Responsibility

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

l. 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.

m. 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.

n. License and Permits

During the term of the contract, the Contractors shall be responsible for obtaining and maintaining in good standing, all license (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

o. Non Appropriations

Any contract entered into by the District 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.

p. 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. The District reserves the right to make the final

determination as to the Bidder's ability to provide the services requested herein. You are required to fill out and return our business profile sheet.

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 the District.

q. 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 the District 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 the parties to supersede any such provisions of this RFP.

r. Bid Expenses

The District 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.

s. Rejection/Cancellation

The District 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 the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

t. 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 the District. 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 along with three (3) references must be submitted.

u. Unlawful Acts

The District 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.

v. Vendor Requirements

All vendor(s) will be required to meet or exceed all specifications included in the RFP. If requested, Bidder shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service.

w. Withdrawal of Bid Response

A bid response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the bid responses. If the District fails to accept the response or award a contract within thirty (30) days after the bid opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

#### **IV. GENERAL TERMS AND CONDITIONS**

1. Contract Terms

The initial term of the contract resulting from this solicitation shall begin immediately and 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.

2. District or School Regulations

The vendor(s) 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. Vender(s) and its representatives must have a clean background check to come on school property.

3. 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.

4. Equal Opportunity

The successful firm 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.

5. Excess Costs

The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; But in every case the failure to perform must be beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6. Governing Laws

All bid documents submitted in response to this solicitation are governed under the laws of the State of North Carolina.

7. Indemnification

The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of injury (including death) to any person(s) or damage to any property to any location in which work is located arising out of or suffered through any omission of the vendor(s).

8. Interpretations

If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.

9. Non-Appropriations

Any contract entered into by the District 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.

10. 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.

11. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

12. Right to Protest

Any prospective Bidder, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within ten (10) days of the date of issuance of the Intent to Award.

13. Save Harmless

The successful Bidder shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright.

14. Termination

Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.

a. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

The District may, be written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extensions.

**V. 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. Information will be formatted in order as listed under the bid content.

**VI. SPECIFICATIONS DEVIATIONS**

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

**VII. EVALUATION CRITERIA**

All bids will be reviewed for purposes of determining responsiveness and responsibility. Any bid, which does not meet the essential requirements of the District, 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.



# Attachment A

The following list of mops, mop frames, and mop handles is needed on a MONTHLY basis at each of the following schools.

## Asheville High School

419 McDowell St  
Asheville, NC 28803

Item	Quantity
60 inch mop frames	5
36 inch mop frames	5
Mop handles	10
60 inch mops	20
36 inch mops	20

## Claxton Elementary

241 Merrimon Ave  
Asheville, NC 28801

Item	Quantity
60 inch mop frames	5
36 inch mop frames	N/A
Mop handles	5
60 inch mops	20
36 inch mops	N/A

## Asheville Middle School

211 S French Broad Ave  
Asheville, NC 28801

Item	Quantity
60 inch mop frames	6
36 inch mop frames	N/A
Mop handles	6
60 inch mops	24
36 inch mops	N/A

## Hall Fletcher Elementary

60 Ridgelawn Ave  
Asheville, NC 28806

Item	Quantity
60 inch mop frames	2
36 inch mop frames	2
Mop handles	4
60 inch mops	8
36 inch mops	8

## Montford North Star Academy

90 Montford Ave  
Asheville, NC 28801

Item	Quantity
60 inch mop frames	4
36 inch mop frames	N/A
Mop handles	4
60 inch mops	16
36 inch mops	N/A

## Ira B. Jones Elementary

544 Kimberly Ave  
Asheville, NC 28804

Item	Quantity
60 inch mop frames	2
36 inch mop frames	2
Mop handles	4
60 inch mops	8
36 inch mops	8

**Isaac Dickson Elementary**

125 Hill St  
Asheville, NC 28801

Item	Quantity
60 inch mop frames	5
36 inch mop frames	N/A
Mop handles	5
60 inch mops	20
36 inch mops	N/A

**Asheville City Schools Preschool**

441 Haywood Rd  
Asheville, NC 28806

Item	Quantity
60 inch mop frames	3
36 inch mop frames	1
Mop handles	4
60 inch mops	12
36 inch mops	4

**Lucy S. Herring Elementary**

98 Sulphur Springs Rd  
Asheville, NC 28806

Item	Quantity
60 inch mop frames	3
36 inch mop frames	N/A
Mop handles	3
60 inch mops	12
36 inch mops	N/A

**GRAND TOTAL ALL LOCATIONS - MONTHLY**

Item	Quantity
60 inch mop frames	35
36 inch mop frames	10
Mop handles	45
60 inch mops	140
36 inch mops	40