

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR INFORMAL BIDS

#148-RFIB-002

PROJECT: Solid Waste and Commingled Recycling Collection and Disposal PROJECT

USING AGENCY: Asheville City Schools

ISSUE DATE: June 16, 2021

Bids subject to the conditions made a part hereof will be received until **2:00 p.m., Monday, June 28, 2021**, 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 RFIB to:

Bidding and document questions:

Chris Pohlman, Purchasing Clerk

Office: 828-350-6101

Specifications and technical questions:

Don Sims, Director of Maintenance and Property Management

Mobile: 828-713-9303 or Office: 828-350-6198

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 offeror and its staff, and cost. Award of a contract to one offeror 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. Offerors 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 offers 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-RFIB-002

Solid Waste and Commingled Recycling Collection and Disposal PROJECT

DUE DATE: 6/28/2021 by 2:00PM

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal Services and Commingled Recycling, Transporting and Processing Services for Asheville City Schools, North Carolina, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth

Offeror: _____
Address: _____
City/State/Zip: _____ Phone: _____
Fed ID No: _____ MBE Status: _____ Fax: _____
Email: _____

By: (Signature) _____ Date: _____
Printed Name _____ Title: _____

RECYCLING PROCESSING SITE(S) TO BE USED

NAME: _____ NAME: _____
OWNER: _____ OWNER: _____
LOCATION: _____ LOCATION: _____

Contractor agrees to furnish Asheville City Schools with contracts, agreements, or other evidence satisfactory to the Asheville City Schools to the effect that the disposal site has sufficient capacity for the duration of this contract, is properly permitted and licensed, and that the Contractor has a legal guarantee for the use of the disposal site for the duration of this contract.

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BID FORM
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Therefore, in compliance with this Request for Informal 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:

Pick-up shall follow attached schedule. The Contractor shall furnish all containers and services. All disposal costs should be included in below pricing.

	Description Unit	Annual Collections Cost
A.	Collection of Refuse for School Facilities and transporting to Buncombe County Landfill/Transfer Station (Total Cost Per Year)	
B.	Collection, Transporting and Processing of Commingled Recycling materials School Facilities (Total Cost Per Year)	
C.	Total Yearly Cost For Refuse and Commingled Recycling	
D.	Cost For Additional Requested Collection of Refuse by Asheville City Schools	
E.	Cost For Additional Requested Collection Of Commingled Recycling by Asheville City Schools	
F.	Monthly Cost For Additional Refuse Container	
G.	Monthly Cost For Additional Commingled Recycling Container	

END OF BID FORM

SCOPE OF WORK

The selected firm will be required to provide the following services including, but not limited to, the following:

- a) Provide weekly collection service for refuse and recycling materials to approximately 11 locations spanning across Asheville City. This work only includes refuse in containers provided by the contractor. It does not include bulky waste, white goods, hazardous waste, dead animals, construction debris and yard waste.
- b) Be responsible for safely and legally transporting and disposing of refuse at the Buncombe County landfill/Transfer Station, Contractor shall be responsible for safely and legally transporting and processing of recycling materials to a recycler of your choice.
- c) Furnish and maintain 8 yard containers (unless otherwise specified) for refuse and recycling materials. Each container shall be lockable at every opening and locks shall be provided by successful bidder. Provided locks shall be Master Locks keyed to Asheville City Schools specifications. Each container shall be changed at minimum one time per year with a new or re-furbished like container. Asheville City Schools reserves the right to request contractor to change container at any time due to unsanitary conditions at no cost to Asheville City Schools
- d) Providing monthly weight reports from each Asheville City Schools location for refuse and recycling materials collected and disposed/processed.

1. **CONDITIONS**

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to his Proposal or to the Contract.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to Asheville City Schools.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

2. **BASIS OF THE PROPOSAL**

Proposals for solid waste collection and disposal and commingled collection, transporting and processing of recycling materials are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of the summation of the rates proposed.

3. **QUANTITIES**

Asheville City Schools currently has ten (10) 8-yard solid waste containers, ten (10) 8-yard cardboard containers, two (2) 30-yard roll offs, and two (2) 15-yard roll offs. The total amount of refuse and recycling material is unknown and will vary from time to time.

4. **METHOD OF AWARD**

Asheville City Schools reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by Asheville City Schools intends to award the Contract within 30 days following the date that Proposals are due.

5. **DISPOSAL SITES**

The Bidder is required to dispose of all Asheville City Schools solid waste at the Buncombe County Landfill / Transfer Station. The Bidder shall indicate on the Proposal the name and location of the recycling materials processing site(s) which the Bidder intends to use to perform the Contract. Further, the Bidder shall provide evidence reasonably satisfactory to Asheville City Schools that the Bidder, if awarded the Contract, will have the right to use said recycling processing site(s) under and for the duration of the Contract.

6. **SCOPE OF CONTRACT**

Asheville City Schools is requesting proposals for the collection of refuse and recycling materials generated by Schools Facilities.

All collection prices shall be firm per year with a proposed method of extending for an additional five years. Asheville City Schools has the option to accept or reject the additional five year option.

The work to be performed consists of furnishing all supervision, labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect at School Facilities refuse from locations within Asheville, North Carolina, and transport refuse to the Buncombe County Landfill/Transfer Station and to collect and transport recycling materials to a recycling processing facility site, and perform all other work or services incidental to refuse collection and transportation services in strict accordance with the terms and provisions of this Contract. This work only includes refuse in containers provided by the contractor. It does not include bulky waste, white goods, hazardous waste, dead animals, construction debris and yard waste.

In performance of this Contract, the Contractor binds himself to Asheville City Schools to comply fully with all provisions, undertakings and obligations hereinafter set forth

7. **SERVICE PROVIDED**

- (a) Contractor shall provide collection service as defined on the proposal form for the collection of Refuse and Commingled Recycling materials to each School Facility.
- (b) Pick-up schedule shall be provided by Asheville City Schools.

8. **OPERATION**

a Hours of Operation - Collection of Refuse and Commingled Recycling materials shall not start before 5:00 a.m. or continue after 4:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of Asheville City Schools and Contractor or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

b Routes of Collection - Collection routes shall be established by the Contractor or by Asheville City Schools.

c Holidays - The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service as contracted.

d. Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.

e. Missed Collections - The Contractor shall, at no cost to Asheville City Schools, provide same day collection of any missed collections. A system of notification shall be established between Asheville City Schools and Contractor for resolution of problem related to collection.

f. Collection Equipment - The Contractor shall provide an adequate number of new or used vehicles for regular collection services. All used equipment shall be of reasonable repair and appearance and will be subject to rejection by Asheville City Schools. All vehicles and other equipment shall be kept in good repair, appearance, clean sanitary condition, and are subject to routine inspection. Each vehicle shall have clearly visible

on each side the identity and telephone number of the Contractor. Each vehicle shall be equipped with calibrated scales capable of providing daily weights of materials collected per facility. Truck scales shall be calibrated and documented on a quarterly basis, and are subject to routine inspection.

- g. Office - The Contractor shall maintain a current facility and office within Buncombe County through which it can be contacted, and inspected on a routine basis. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 a.m. to 5:00 p.m. Monday through Friday.
- h. Hauling - All Refuse and Recycling materials hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.
- i. Disposal - All Refuse collected for disposal by the Contractor shall be hauled to the Buncombe County Landfill/Transfer Station. All Recycling materials collected shall be transported to a recycling processing facility.
- j. Notification – Asheville City Schools shall notify all School Facilities about complaint procedures, regulations, and day(s) for scheduled Refuse and Recycling collection.
- k. Reports & Data - The Contractor shall maintain records as directed by Asheville City Schools for a monthly report. The Contractor shall meet with Asheville City Schools and shall develop a report form to provide the following information:
 - 1. Monthly total weight of waste collected from each School Facility.
 - 2. Monthly total weight of recycling material collected from each School Facility.
 - 3. Listing of complaints
 - 4. Yearly totals for each facility of waste and recycling material

9. **COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

10. **EFFECTIVE DATE**

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on or before August 1, 2021.

11. **NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

12. **HISTORICALLY UNDERUTILIZED BUSINESSES**

Pursuant to General Statute 143-48 and Executive Order #150, Asheville City Schools invited and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

13. **INDEMNITY**

The Contractor will indemnify and save harmless Asheville City Schools, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Asheville City Schools, its officers, agents, servants and employees.

14. **LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits required to execute contract by authorities have jurisdiction.

15. **TERM**

The contract shall be for a five (5) year period beginning upon the execution of this Contract for the collection and disposal of solid waste and commingled recycling materials with an option for a three (3) year extension upon mutual agreement.

16. **INSURANCE**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's

Liability, Workmen's Compensation, Public Liability, Pollution Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to Asheville City Schools and before commencement of work hereunder the Contractor agrees to furnish the school system certificates of insurance or other evidence satisfactory to Asheville City Schools to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Workmen's Compensation	\$3,000,000
Employer's Liability	\$5,000,000
Bodily Injury Liability Except Automobile	\$5,000,000 each occurrence
Pollution Insurance	\$10,000,000
Automobile Bodily Injury Liability	\$5,000,000 each person
Automobile Property Damage Liability	\$5,000,000 combined single limit
Pollution Liability	\$ 5,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

17. BASIS AND METHOD OF PAYMENT

a. Rates

For collection, transporting, processing and disposal services required to be performed pursuant to the specifications, the charges shall not exceed the rates as fixed by the Contract Documents.

b. Modification to Rates

The fees which are established by contract shall be changed during the life of the contract. Price adjustments will be allowed by mutual agreement on the basis of unusual changes in Contractor's cost of operation based on revised laws or regulations or changes in Buncombe County disposal costs. The service rates noted shall be increased or decreased annually effective July 1st in proportion to the percentage change in the Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. CPI shall mean Consumer Price Index, All Urban Consumers, All Items, U.S. City Average (1982 = 100). The rate adjustment shall be based on the same percentage as the percentage change in the CPI based on the January CPI of the current year as compared to the January CPI for the previous year with a three percent (3%) maximum increase.

c. Contractor Billings to Asheville City Schools

The Contractor shall bill Asheville City Schools for service rendered within ten (10) days following the end of the month.

18. **TERMINATION:**

The District may terminate this agreement at any time by 15 days' notice in writing from the District to the Contractor. If the contract is terminated by the District as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

19. **SALES AND USE TAX**

The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the "sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14)."

Sales and Use Tax Technical Bulletin Section 18-2F specifies: "To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased;
- c. the project for which the property was used;
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the

contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

20. TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of Asheville City Schools, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

21. CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this agreement shall constitute a contract for the collection and disposal/processing of refuse and commingled recycling materials; that said Contract shall not constitute a franchise nor shall the same be deemed or construed as such.

22. OWNERSHIP

Title to Refuse and Commingled Recycling materials that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Unit, whichever last occurs.

ATTACHMENT A

Solid Waste

Facilities	Container Size	Quantity	Days of Service
Central Office	8 Yard	1	2 x per wk
Claxton Elem	8 Yard	1	2 x per wk
Hall Fletcher Elem	8 Yard	1	2 x per wk
Ira B Jones Elem	8 Yard	1	2 x per wk
Dickson Elem	8 Yard	1	2 x per wk
Asheville High	8 Yard	1	2 x per wk
Montford Academy	8 Yard	1	2 x per wk
Asheville Middle	8 Yard	1	2 x per wk
Lucy Herring Elem	8 Yard	1	2 x per wk
Asheville Preschool	8 Yard	1	2 x per wk
Maintenance Shop			

Recycling

Container Size	Quantity	Days of Service
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk
8 Yard	1	2 x per wk

Other

Other	Quantity	Days of Service
30 Yard Roll off	1	2 x per wk
15 Yard Roll Off	2	2 x per wk
30 Yard Roll off	1	2 x per wk