

**STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS**

**REQUEST FOR INFORMAL BIDS**

**#148-RFIB-003**

**PROJECT: Custodial Chemicals and Supplies 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](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, 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 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-003**

**Custodial Chemicals and Supplies PROJECT**

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

Offeror: \_\_\_\_\_

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

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

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

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

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

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

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 Offeror. Any products for which the Offeror does not want to submit a price may be omitted.

<b>Product</b>	<b>Information Needed</b>	<b>Price per Case</b>
Paper Towels	Length of Roll: _____ Perforated? _____ Recycled Material? _____ Number of Rolls per Case: _____	\$
Toilet Paper	Ply _____ (2 ply minimum) Length of Roll: _____ Perforated? _____ Recycled Material? _____ Number of Rolls per Case: _____	\$
Foam Soap	Size _____ Number per Case: _____	\$

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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>	\$

**END OF BID FORM**

## **BID SPECIFICATIONS**

### **I. INTENT**

Asheville City Schools will accept sealed bids for Complete Custodial Chemical Program per the conditions and terms of these specifications. Asheville City Schools hereafter referred to as the "District".

A 12 month contract letter will be issued to the successful proposer that will constitute a binding agreement upon both parties. This will be for a four (4) year period that is renewable in one (1) fiscal year (July- June) Increments.

### **II. SCOPE**

The terms vendor, contractor, offeror, and proposer may be used interchangeably throughout this solicitation.

Bids must be submitted in the official name of the firm or individual under which business is conducted. An authorized individual who may bind the Offeror to provide services in accordance with the specifications contained in the RFP must sign your bid response. The bid response 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.

All bids must be complete and carefully worded and must convey all the information requested in order to be considered responsive.

### **III. SCOPE OF WORK**

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

The floor care system will include, at a minimum, a high solid finish capable of high speed buffing (2,000 rpm). 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. Product(s) must be safe for all washable hard surfaces and be EPA registered and USDA authorized. Product(s) 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 phenolyc.

Proposers shall provide equipment line and pricing based upon percent discount off manufacturer's suggested list price. The District 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. The District prefers that the equipment be serviced by the Contractor; however, the District reserves the right to obtain service and repair of equipment on the open market.

Proposers will be required to provide all consumable supplies deemed necessary to provide for a total cleaning program.

#### **IV. 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 offeror whose bid, in the opinion of the District, best meets the requirements of this RFP 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 offerors 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 Offeror 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 Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his 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. Offeror's Qualifications

Offeror 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 Offeror'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 Offeror 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 proposers 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 offeror will also furnish the corporate or company name and the names of the offerors of any subcontractors engaged by the offeror. If at the time of the bid, it is the intent of the offeror 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, Proposer/Offerors 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.



## V. GENERAL TERMS AND CONDITIONS

### 1. Contract Terms

The term of the contract resulting from this solicitation shall be one year with the option to renew the agreement each year for each of four (4) additional one-year periods. The total contract shall not exceed five (5) years total. 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 his 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 his representatives must have a clean background check to come on school property.

### 3. Drug-free Workplace

By signing and submitting a bid, a proposer 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 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 proposer, offeror, 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 proposer 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.

Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the proposer use of material furnished to the proposer by the District.

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, by 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.

## **VI. PROJECT REQUIREMENTS**

All respondents must be able to meet and/or exceed all of the qualifications listed in this solicitation. Any respondent 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.

## **VII. BIDS CONTENT**

In order for bids to be evaluated, the Offeror must submit as a minimum the following information in the listed format:

### **1. Cost**

The cost bid must include all cost associated with providing the total cleaning program as specified.

- a. Product unit cost on: 1 case of wax, 1 case stripper, 1 case neutral floor soap
- b. Delivery charges; percent %
- c. Consulting Service by the hour; per hour
- d. Quality Control Program
- e. Compliance Instructions
- f. Dispensers: 1 tissue, 1 towel, and 1 soap
- g. Fee for dispenser installation
- h. Address the following billing fees if applicable:
  1. Delivery charges, fuel surcharges, pick up fees, discounts or late payment penalties
  2. Additional service such as repair of equipment by hourly rate should be listed separately.

### **2. Offeror Qualifications/Experience**

- a. Offeror to provide detailed information on company background (company servicing District) including size of firm, number of years in the custodial business, qualifications of key personnel to be assigned to this contract, and experience in conducting total custodial cleaning programs similar to the program outlined in this RFP.
- b. Provide a minimum of three (3) references, preferably in education systems, where your firm has recently conducted "full program" systems. Provide company/agency name, phone number and contact person.

### **3. Product Information**

- a. Brand name/specifications of proposed floor care system
- b. Brand name of proposed cleaning concentrate fill system. Provide descriptive literature including available products and specifications and MSDS sheets.

### **4. Equipment Line and Pricing**

- a. Brand name/specifications of equipment line.
- b. Percent (%) discount off manufacturers suggested list price.
- c. Repair equipment program, procedures and cost. Also do you provide loaner equipment and if so what is the rate?

**VIII. SPECIFICATIONS DEVIATIONS**

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

**IX. 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 proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a bid for review does not necessarily qualify the proposer 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.

**X. NOTIFICATION**

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose bid is determined to be most advantageous to the District, taking into consideration the evaluation factors set forth herein. However, the right is reserved to reject any and all, or portions of, bids received and in all cases, the District will be the sole judge as to whether an offeror's bid has or has not satisfactorily met the requirements of the RFP. The District is not required to furnish a statement of the reason(s) why a bid was not deemed to be the most advantageous 1101' will it be required to furnish any information regarding the RFP.