

**BUNCOMBE COUNTY PUBLIC SCHOOLS
BUNCOMBE COUNTY, NORTH CAROLINA**

REQUEST FOR PROPSALS

**SOLID WASTE AND
COMINGLED RECYCLING
COLLECTION & DISPOSAL**

**CONTRACT DOCUMENTS
&
SPECIFICATIONS**

RFP#11-12

MAY 2, 2012

REQUEST FOR PROPOSALS
For Solid Waste Collection & Disposal Services
and Comingled Recycling, Transporting and Processing Services
Buncombe County Public Schools
Buncombe County, North Carolina
175 Bingham Road, Asheville, NC 28806

INSTRUCTIONS TO BIDDERS

SOLID WASTE COLLECTION, DISPOSAL AND COMINGLED RECYCLING, TRANSPORTING AND PROCESSING SERVICES

1. RECEIPT AND OPENING OF PROPOSALS

Buncombe County Schools, Buncombe County, NC invites and will receive Proposals on the forms attached hereto, on which all information must be appropriately completed. Proposals will be received at 175 Bingham Road until 4:00 p.m. E.D.T on May 16, 2012. The envelopes containing the Proposals must be sealed and addressed to Mr. Ron Venturella, Purchasing Officer, Buncombe County Schools, and plainly marked " RPF#11-12 Proposal for Solid Waste Collection, Recycling and Disposal Services".

Note: Bid bonds are a requirement of this solicitation. It is mandatory to use the bid bond form provided. Awarded bidder will also need to furnish performance bond upon execution of agreement.

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of bids for work and must be signed by the Bidders. All blank spaces in each Proposal Form, together with appropriate schedules, must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, in ink, and initialed by the Bidder in ink.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. PRE-BID MEETING

Pre-bid meeting will be held Wednesday May 9, 2012, 9:00am Maintenance Department, 175 Bingham Rd., Asheville, North Carolina 28806.

4. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in the amount of 5% of the total annual bid price. The total shall be a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract on the attached form, to do the work covered by such Proposal and at the rates stated therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after Buncombe County Schools and the selected Bidder have executed the Contract, or, if no Bidder's Proposal has been selected within one hundred twenty (120) days after the date of the opening of

Proposals, upon demand of the Bidder at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

Each Proposal must also be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.00 of the General Specifications.

5. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when formal notice of award has been mailed by Buncombe County Schools to the Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have been awarded will be required to execute 3 copies of the Contract on the form attached hereto and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award, and Bidder's proposal security may be declared forfeited to Buncombe County Schools as liquidated damages. The award may then be made to the next best qualified Bidder or the work readvertised for Proposals as Buncombe County Schools may elect.

6. **SECURITY OF PERFORMANCE**

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to Buncombe County Schools stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful Bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Bidder will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in the amount indicated in Section 12.00 of the General Specifications.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The form of the bond is appended hereto.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina.

7. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. **INTENT**

Buncombe County Schools intent and requirements of this RFP are to provide the school system with the appropriate level of service at the best price and with the highest quality.

The specifications contained within this RFP document are designed to establish an effective, efficient, uniform and safe system of Solid Waste Collection and Disposal and Comingled Recycling services that provides for the following intended purposes.

- a) Establish and maintain a continuous and uniform level of solid waste and comingled recycling services in order to assure protection of the health, safety and welfare of the school system.
- b) Provides coordinated services to maximize recycling quantities while minimizing costs.

9. **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 44 locations spanning across Buncombe County. 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 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 Buncombe County Schools specifications. Each container shall be changed at minimum one time per year with a new or re-furnished like container. Buncombe County Schools reserves the right to request contractor to change container at any time due to unsanitary conditions at no cost to Buncombe County Schools
- d) Providing monthly weight reports from each Buncombe County Schools location for refuse and recycling materials collected and disposed/processed.

10. **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 Buncombe County 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.

11. **ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Bidder shall be requested of Buncombe County Schools during the pre-bid meeting on May 9th, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to Purchasing Officer, Mr. Ron Venturella. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addendum.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective bidders, not later than five (5) days prior to the date fixed for the bid due date.

12. **NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER**

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder whether corporation, partnership, or individual shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after the Bidder's signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

13. **COMPETENCY OF BIDDER**

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. Buncombe County Schools reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

Buncombe County Schools shall require submission with the Proposal of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, and a responsible bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants

- (c) Evidence that the Bidder is in good standing under the laws of the State of North Carolina, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of North Carolina.
- (d) Evidence, in form and substance satisfactory to Buncombe County Schools, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of ten (10) years and possesses not less than ten (10) years actual operating experience as a going concern in refuse collection and disposal and comingled recycling collection.
- (e) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents
- (f) Evidence, in form and substance satisfactory to Buncombe County Schools, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents
- (g) Evidence, in form and substance satisfactory to Buncombe County Schools, that Bidder's experience in servicing refuse collection and disposal and comingled recycling collection derives from operations of comparable size to Buncombe County Schools. Bidder must include three current North Carolina County School references where contractor provides refuse collection and disposal and comingled recycling collection services.
- (h) Such additional information as will satisfy Buncombe County Schools that the Bidder is adequately prepared to fulfill the Contract
- (i) Contractor shall provide documentation satisfactory to the districts that criminal background checks have been completed on each employee that has direct interaction with students or staff. In addition, an annual documented check through the State Sex Offenders and Public Protection registration program for each employee that accesses School property shall be conducted. In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours.
- (j) Documented driver safety programs to ensure that only the safest drivers are on School property at all times.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 12 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

14. **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Proposal:

- (a) Evidence of collusion among Bidders
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted
- (d) Default on a previous contract for failure to perform
- (e) Failure to complete RFP in its entirety

15. **BASIS OF THE PROPOSAL**

Proposals for solid waste collection and disposal and comingled 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.

16. **QUANTITIES**

Buncombe County Schools currently has (79) - 8 yard refuse containers and (48) - 8 yard comingled recycling containers. The total amount of refuse and recycling material is unknown and will vary from time to time.

17. **METHOD OF AWARD**

Buncombe County 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 Buncombe County Schools.

Buncombe County Schools intends to award the Contract within 30 days following the date that Proposals are due.

18. **DISPOSAL SITES**

The Bidder is required to dispose of all Buncombe County 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 Buncombe County 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.

SOLID WASTE COLLECTION & DISPOSAL SERVICES AND COMINGLED RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES

GENERAL SPECIFICATIONS

Please read entire specification package. You will be held accountable for all information. NO payment shall be made if specifications are not followed.

1.00 DEFINITIONS

- 1.01 Bin - Metal receptacle that can be lifted and emptied mechanically for use at Commercial Units (Dumpster).
- 1.02 Bulky Waste - Used and discarded mattresses and box springs, stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Hazardous Waste or Yard Waste with weights or volumes greater than those allowed for Containers.
- 1.03 School System – Buncombe County Public Schools – Buncombe County, NC.
- 1.04 Commercial Refuse - All Bulky Waste, Construction Debris, Garbage, and Rubbish generated by a School.
- 1.05 School Facility - All premises, locations or entities, owned by Buncombe County Schools, requiring refuse collection within Buncombe County.
- 1.06 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.07 Containers - Commercial- The contractor shall provide containers all shall be metal, lockable at all openings 8 yard containers with attached lids, in 'as new' condition. All containers shall be labeled for the materials intended for container.
- 1.08 Contract Documents - The Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by Buncombe County Schools and the Contractor.
- 1.09 Contractor - The person, corporation, or partnership performing solid waste and recycling materials collection, transporting, processing and disposal services under contract with the Buncombe County Schools.
- 1.10 Dead Animals - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.11 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed and permitted or approved by all

governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and Dead Animals for processing or final disposal.

- 1.12 Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Yard Waste.
- 1.13 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law.
- 1.14 Producer – A facility owned by Buncombe County Schools who generates Refuse.
- 1.15 Recyclable Materials - Newsprint, uncoated mixed paper, aluminum, glass and metal food and beverage containers, Styrofoam trays, milk and juice cartons, plastic containers, (numbers 1-7) and such other materials that Buncombe County Schools and Contractor determine to be recyclable and which are placed in the recyclable materials containers or in some manner separated from the waste stream.
- 1.16 Recycling Processing Facility – a facility that receives and processes recycling materials.
- 1.17 Refuse - This term shall refer to Commercial Garbage, Bulky Waste, Construction Debris and Yard Waste generated at a School Facility unless the context otherwise requires.
- 1.18 Rubbish - All waste wood, wood products, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, or Hazardous Waste.
- 1.19 Storm Debris - Debris, i.e. limbs, building debris, etc., generated by storms or other disasters.
- 1.20 White Goods - Appliances, including, but not limited to, clothes washers, dryers, cook stoves, refrigerators, etc. There are two categories, those requiring Freon removal and those which do not.

2.00 SCOPE OF CONTRACT

- 2.01 Buncombe County 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. Buncombe County Schools has the option to accept or reject the additional five year option.

2.02 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 Buncombe County, 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 Buncombe County Schools to comply fully with all provisions, undertakings and obligations hereinafter set forth

3.00 REFUSE AND RECYCLING MATERIALS COLLECTION PROGRAM

3.01 Service Provided

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

4.00 OPERATION

4.01 Hours of Operation - Collection of Refuse and Comingled Recycling materials shall not start before 5:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of Buncombe County 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.

4.02 Routes of Collection - Collection routes shall be established by the Contractor.

4.03 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.

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

- 4.05 Missed Collections - The Contractor shall, at no cost to Buncombe County Schools, provide same day collection of any missed collections. A system of notification shall be established between Buncombe County Schools and Contractor for resolution of problem related to collection.
- 4.06 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 Buncombe County 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.
- 4.07 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.
- 4.08 Hauling - All Refuse and Recycling materials hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.
- 4.09 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.
- 4.10 Notification – Buncombe County Schools shall notify all School Facilities about complaint procedures, regulations, and day(s) for scheduled Refuse and Recycling collection.
- 4.11 Point of Contact - All dealings, contacts, etc., between the Contractor and Buncombe County Schools shall be directed to the Contractor: _____ (title of position or office) and to Buncombe County Schools: Gregg Fox – Director or Clark Wyatt – Assistant Director, Maintenance Department, 175 Bingham Road, Asheville, NC 28806.
- 4.12 Reports & Data - The Contractor shall maintain records as directed by Buncombe County Schools for a monthly report. The Contractor shall meet with Buncombe County 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

5.00 COMPLIANCE WITH LAWS

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

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on July 1, 2012.

7.00 NONDISCRIMINATION

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

8.00 INDEMNITY

The Contractor will indemnify and save harmless Buncombe County 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 Buncombe County Schools, its officers, agents, servants and employees.

9.00 LICENSES AND TAXES

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

10.00 TERM

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

11.00 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 Buncombe County Schools and before commencement of work hereunder the Contractor agrees to furnish the school system certificates of insurance or other evidence satisfactory to Buncombe County 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 the certificate holder."

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

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.

12.00 BOND

12.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of the contract for one year and shall be renewed and adjusted each year to the amount of the contract. The bond can only be extended with the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the Bond.
- (b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina.

12.02 Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13.00 BASIS AND METHOD OF PAYMENT

13.01 Rates

- (a) 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.

13.02 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.

13.05 Contractor Billings to Buncombe County Schools - The Contractor shall bill Buncombe County Schools for service rendered within ten (10) days following the end of the month and Buncombe County Schools shall pay the Contractor on or before the 15th day following the end of such month.

14.00 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 Buncombe County Schools, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

15.00 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 comingled recycling materials; that said Contract shall not constitute a franchise nor shall the same be deemed or construed as such.

16.00 OWNERSHIP

Title to Refuse and Comingled 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.

PROPOSAL FORM

**CONTRACTOR'S PROPOSAL
FOR
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
AND
COMINGLED RECYCLING, TRANSPORTING AND PROCESSING SERVICES**

To: The Buncombe County Schools, Board of Education

Proposal of _____
(an individual) (a partnership) (a corporation duly organized under the laws of the State of North Carolina).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal Services and Comingled Recycling, Transporting and Processing Services for Buncombe County 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.

BIDDER

By: _____

Principal office address:

Telephone _____

PROPOSAL FORM

BASE BID

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 Comingled Recycling materials School Facilities (Total Cost Per Year)	
C.	Total Yearly Cost For Refuse and Comingled Recycling	
D.	Cost For Additional Requested Collection of Refuse by Buncombe County Schools	
E.	Cost For Additional Requested Collection Of Comingled Recycling by Buncombe County Schools	
F.	Monthly Cost For Additional Refuse Container	
G.	Monthly Cost For Additional Comingled Recycling Container	

PROPOSAL FORM

Proposed Method for Extension of Collection and Disposal prices for five-(5) years after the initial five-(5) year period as bid:

RECYCLING PROCESSING SITE(S) TO BE USED

NAME: _____ NAME: _____

OWNER: _____ OWNER: _____

LOCATION: _____ LOCATION: _____

Contractor agrees to furnish Buncombe County Schools contracts, agreements or other evidence satisfactory to the Buncombe County 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.

BID BOND

(IT IS MANDATORY TO USE THIS FORM-Furnished in duplicate)

Date of Execution
of this Bond: _____

Name and Address of
Principal (Bidder): _____

Name and Address
of Surety: _____

Name and Address
of Obligee: THE BUNCOMBE COUNTY BOARD OF EDUCATION, a body
corporate of the State of North Carolina, 175 Bingham Road,
Asheville, NC 28806.

Amount of Bond: 5% of the maximum potential contract award for all bids submitted.

Bid and Proposal
dated: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto THE BUNCOMBE COUNTY BOARD OF EDUCATION, a body corporate of the State of North Carolina, as Obligee, in the penal sum of FIVE PERCENT (5%) of the amount bid in the bid and proposal described in lawful money of the United States of America, for the Payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, within then (10) days after the award of the same to the Principal above named, then this obligation shall be null and void; but the Principal above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended, and Article 3 of Chapter 44A of the General Statutes of North Carolina, as amended the Surety shall, upon demand, forthwith pay to the Obligee the amount of this bond set forth above.

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IN WITNESS WHEREOF, the Principal above named and the Surety above named have executed this instrument under their several seals on the date set forth above.

Principal (Name of individual, individual and trade name, partnership, corporation or joint venture)

WITNESS:

(Proprietorship or Partnership)

BY: _____(Seal)

TITLE: _____
(Owner, partner, office held in corporation, joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary or Assistant Secretary only)

SURETY *(Name of Surety Company)*

WITNESS:

BY: _____

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

(Address of Attorney-in-Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

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Solid Waste

Comingled Recycling

FACILITIES	Container Size	Quantity	Days of Service	Days	Container Size	Quantity	Days of Service	Days
OWEN DISTRICT								
Owen High	8 Yard	3	3 x per wk	M W F	8 Yard	2	2 x per wk	T F
Owen Middle	8 Yard	2	3 x per wk	M W F	8 Yard	2	2 x per wk	T F
Black Mtn. Primary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	F
Black Mtn. Elementary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	F
Williams Elementary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	F
Community High	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	F
REYNOLDS DISTRICT								
AC Reynolds High	8 Yard	2	3 x per wk	M W F	8 Yard	2	2 x per wk	T F
AC Reynolds Middle	8 Yard	2	2 x per wk	M W	8 Yard	1	2 x per wk	T F
Charles C Bell Elementary	8 Yard	1	2 x per wk	M W	8 Yard	1	1 x per wk	F
Fairview Elementary	8 Yard	3	2 x per wk	M TH	8 Yard	1	2 x per wk	T F
Haw Creek Elementary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	F
Oakley Elementary	8 Yard	2	3 x per wk	M W F	8 Yard	1	1 x per wk	T
Cane Creek Middle	8 Yard	2	3 x per wk	M W F	8 Yard	1	1 x per wk	T
NORTH BUNCOMBE DISTRICT								
N Buncombe High	8 Yard	5	2 x per wk	M W	8 Yard	1	2 x per wk	M W
N Buncombe Middle	8 Yard	2	3 x per wk	M W F	8 Yard	1	1 x per wk	W
N Buncombe Elementary	8 Yard	2	2 x per wk	M W	8 Yard	1	1 x per wk	W
North Windy Ridge	8 Yard	2	3 x per wk	M W F	8 Yard	1	1 x per wk	W
Weaverville Elementary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	W
Weaverville Primary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	W
Barnardsville	8 Yard	2	1 x per wk	T	8 Yard	1	1 x per wk	W
TC ROBERSON DISTRICT								
TC Roberson High	8 Yard	4	3 x per wk	M W F	8 Yard	1	2 x per wk	M TH
Valley Springs Middle	8 Yard	2	3 x per wk	M W F	8 Yard	1	2 x per wk	M TH
Glen Arden Elementary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	TH
Estes Elementary	8 Yard	2	3 x per wk	M W F	8 Yard	1	2 x per wk	M TH
Avery's Creek Elementary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	TH
Koontz Intermediate	8 Yard	2	3 x per wk	M W F	8 Yard	2	1 x per wk	TH
ENKA DISTRICT								
Enka High	8 Yard	3	3 x per wk	M W F	8 Yard	1	2 x per wk	M TH
Enka Middle	8 Yard	2	3 x per wk	M W F	8 Yard	1	1 x per wk	M
Candler Elementary	8 Yard	2	2 x per wk	T F	8 Yard	1	1 x per wk	M
Pisgah Elementary	8 Yard	2	2 x per wk	T F	8 Yard	1	1 x per wk	M
Hominy Valley	8 Yard	2	3 x per wk	M W F	8 Yard	1	1 x per wk	M
Sand Hill/Venable	8 Yard	1	5 x per wk	M T W TH F	8 Yard	1	1 x per wk	M
ERWIN DISTRICT								
Erwin High	8 Yard	4	3 x per wk	M W F	8 Yard	1	2 x per wk	M TH
Erwin Middle	8 Yard	3	2 x per wk	M TH	8 Yard	1	1 x per wk	W
Emma Elementary	8 Yard	1	4 x per wk	M T W F	8 Yard	1	2 x per wk	M TH
Johnston Elementary	8 Yard	1	3 x per wk	M W F	8 Yard	1	1 x per wk	W
Leicester Elementary	8 Yard	3	2 x per wk	M TH	8 Yard	1	1 x per wk	M
West Bun. Elementary	8 Yard	1	5 x per wk	M T W TH F	8 Yard	1	1 x per wk	W
Woodfin Elementary	8 Yard	1	2 x per wk	MW	8 Yard	1	1 x per wk	W
Eblen Intermediate	8 Yard	2	3 x per wk	M W F	8 Yard	2	1 x per wk	W

ADMINISTRATION								
Maintenance Dept	8 Yard	1	3 x per wk	M W F	8 Yard	1	EOW	TH
Transportation Dept	8 Yard	1	2 x per wk	M W	8 Yard	1	EOW	W
Administration Building	30 YD compactor shall be included in contract on-call				8 Yard	1	1 x per wk	TH
TOTALS		79				48		

CONTRACTOR'S SALES TAX REPORT

Buncombe County Schools

NC State and Local Sales Taxes Paid

CONTRACTOR: _____ PO#/RFP# _____

Address: _____ For Period: _____

Invoice Date	Invoice #	Type of Property	NC Tax 4.75%	County Tax 2.25%	Name of County
		TOTAL	\$	\$	

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20_____

Signed _____

Notary Public

My Commission Expires: _____

Print or Type Name of Above & Title

Seal

NOTE:

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.

