

Tony Baldwin, Ed. D., Superintendent

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[www.buncombeschools.org](http://www.buncombeschools.org)

MEMO TO: Dr. Tony Baldwin  
Superintendent

FROM: Clark Wyatt  
Director of Maintenance

DATE: June 23, 2022

**SUBJECT: Countywide Solid Waste and Commingled Recycling Collection and Disposal: Authorization to Award Contract**

On June 17, 2022, at 3pm, one bid was received from Republic Services of NC, LLC for the Countywide Solid Waste and Commingled Recycling Collection and Disposal in the amount of \$417,735.12. Republic Services of NC, LLC has been our waste and recycling provider for over 25 years.

Our current contract expires July 8, 2022.

The Board Attorney's opinion letter is attached.

**RECOMMENDATION:** Award a contract for Countywide Solid Waste and Commingled Recycling Collection and Disposal to Republic Services of NC, LLC in the amount of \$417,735.12. Authorize execution of the contract upon receipt of bonds and insurance.

Attachments: Bid Tab  
Policy 6450 Purchase of Services  
Agreement

CC: Mr. Joe Hough, Assistant Superintendent  
Ms. Lisa Sharpe, Purchasing & Risk Control Manager  
Ms. Tina Thorpe, Chief Finance Officer

Services will be purchased in a manner consistent with the board's purchasing goals. Competitive bidding is not required for the purchase of services; however, contracts for services will be made under conditions which foster competition among potential providers when feasible and after careful pricing.

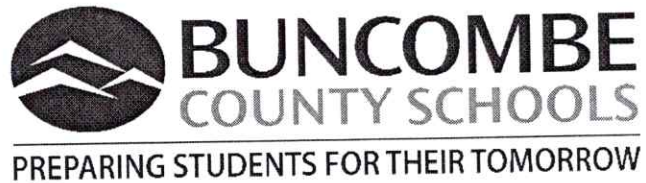
The Board hereby delegates to the Superintendent the authority to enter into any service contract in an amount below \$90,000. Any amount equal or in excess of \$90,000 must require board approval, unless previous authority has been given by the board to the Superintendent.

Legal References: G.S. 115C-36

Cross References: Goals of the Purchasing Function (policy 6400)

Adopted: May 1, 2014

Replaces Board Policies 520 and 585



Tony Baldwin, Ed.D., Superintendent

Bid Tabulation  
for  
Request for Proposal #16-22  
Solid Waste and Commingled Recycling Collection and Disposal

Formal Bid Opening: Friday, June 17, 2022 at 3:00 p.m. EST

Bidder/Offer	Services	Monthly Cost	Annual Cost
Republic Services of NC, LLC Asheville, NC	Collection of Refuse (MSW) for School Facility and transporting to Buncombe County Landfill/Transfer Station (Total cost per year)	\$27,566.36	\$330,796.27
	Collection, Transporting and Processing of Commingled Recycling (REC) materials for School Facilities (total cost per year)	\$8,078.24	\$86,938.85
	Total Annual Cost of Waste and Recycling Services:		\$417,735.12

Base Bid: Pick-up shall follow the attached schedule. The contractor shall furnish all containers and services. All disposal costs should be included in below pricing.

Bid Tabulation Prepared By:  
Lisa Sharpe, Purchasing and Risk Control Manager



BUNCOMBE COUNTY PUBLIC SCHOOLS  
BUNCOMBE COUNTY, NORTH CAROLINA

## REQUEST FOR PROPOSALS

SOLID WASTE AND COMMINGLED RECYCLING  
COLLECTION & DISPOSAL

CONTRACT DOCUMENTS  
&  
SPECIFICATIONS  
RFP

May 25, 2022

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

## INSTRUCTIONS TO BIDDERS

### **1. RECEIPT OF OPENING PROPOSALS**

Buncombe County Schools, Buncombe County, NC invites submissions 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 on June 9, 2022, until 4:00 p.m. E.S.T. The envelopes containing the Proposal must be sealed and addressed to Lisa Sharpe, Purchasing Officer, Buncombe County Schools and plainly marked

"RFP# 1234 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 a performance bond upon execution of the agreement.***

### **2. PREPARATION OF THE PROPOSAL**

All Proposals shall be made on the Proposal Form attached hereto and must include the amount of bids for work and signature of 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 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.

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**

No pre-bid meeting will be held.

### **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 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 interest 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 the Section 12.0 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 schools 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 Commingled Recycling services provided for the following intended purposes.

- a. Establish and maintain a continuous and uniform level of solid waste and commingled 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 46 locations spanning across Buncombe County. This work only includes refuse in containers provided by the contractor. It does not include, white goods, hazardous waste, and/or 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 the 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 refurbished "like new" container. Buncombe County Schools reserves the right to request the Contractor to change containers at any time due to unsanitary conditions at no cost to Buncombe County Schools.

## 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 the 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 in full in the Contract.

## 11. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of Buncombe County Schools prior to end of day June 3, 2022, 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, Lisa Sharpe. Any verbal statements regarding the same by any person prior to the award shall be unauthoritative and not binding.



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

## **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 the full name 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, 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 venture 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 reserve the right to determine the 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 commingled 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 commingled recycling collection derived from operations of comparable size to Buncombe County Schools. Bidder must include three current North Carolina County School references where contractor provides refuse collections and disposal and commingled recycling collection services.
- h. Such additional information will satisfy Buncombe County Schools that the Bidder is adequately prepared to fulfill the Contract.
- i. Contractor shall provide documentation satisfactory to the district that criminal background checks have been completed on each employee that has direct interaction with students or staff. In additions, an annual documented check through the State Sex Offenders and Public Protections 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 Protections 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 or 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 Commingled Collection, transporting and processing of recycling materials are solicited based on rates for each type of work. Proposals will be compared on the basis of the summation of the rates proposed.

#### **16. QUANTITIES**

Current container count and location are attached on exhibit A. 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 or 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 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.

## **GENERAL SPECIFICATIONS**

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

### **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 all 8-yard metal, lockable at all openings, containers with attached lids, in "as new" condition. All containers shall be labeled for the materials intended for the container.
- 1.08 Contract Documents - The Request for Proposal (RFP), 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 collections, transportation, processing and disposal services under contract with 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 facilities licensed and permitted or approved by all governmental agencies having jurisdiction and requiring 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, packaging, 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 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 refers 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 School Facilities.

All Collection prices shall be firm per year with a proposed method of extending for an additional five (5) years. Buncombe County Schools has the option to accept or reject the additional five (5) year option.

- 2.02 The work to be performed consists of furnishing all supervision, labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect refuse at School Facilities and locations in Buncombe County, NC, and transport refuse to the Buncombe County Landfill / Transfer Station and to collect and transport recycling materials to a



recycling processing facility site and to perform all other work or services incidental to refuse collections and transportation in strict accordance with terms and provisions of this Contract.

In performance of this Contract, the Contractor binds himself/herself 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 Commingled Recycling materials at 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 Commingled 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 affected 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 Contract:

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

A 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 obligation to provide collection services 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 the Contractor for resolution of problems 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, and clean sanitary condition, and are subject to routine inspection. Each vehicle shall have identification and contractor telephone number clearly visible on each side and 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 is 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., should be between Contractor and Buncombe County Schools as noted below:

Clark Wyatt, Director of Maintenance

Greg Hensley, Assistant Director of Maintenance

## **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 execution of the Contract and performance of such Contract shall begin on July 1, 2022.

## **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 attorney 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 attorney fees arising out of the award of this Contract or a willful or negligent act or omission of Buncombe County Schools, its officers, agents, servants or employees.

## **9:00 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits required to execute a contract by authorities that 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 commingled 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, Workman'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 obligations:\

"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."

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



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.

**12.01** 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 of 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 January CPI of the current year as compared to the January CPI for the previous year with a three percent (3%) maximum increase.

**13.03**      Contractor Billings to Buncombe County Schools - The Contractor shall bill Buncombe County Schools with one bill containing each service location.

#### **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 commingled 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 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.

## **PROPOSAL FORM**

### **CONTRACTOR'S PROPOSAL FOR SOLID WASTE AND COMMINGLED RECYCLING COLLECTION & DISPOSAL**

**TO:** The Buncombe County Schools, Board of Education

Proposal of Republic Service of NC, LLC, a subsidiary of RSI, Inc.  
(an individual)(partnership)(corporation duly organized under the laws of the  
State of N.C.)

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 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:	Republic Services of NC, LLC Asheville, NC
-----	--

Principal Office Address:

1070 Riverside Dr.
Asheville, NC 28604

Telephone Number:

828-253-3929 or 828-702-3643
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## **PROPOSAL FORM**

### BASE BID

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

	Description Unit	Annual Collection Cost
A.	Collection of Refuse (MSW) for School Facility and transporting to Buncombe County Landfill/Transfer Station <b>(Total cost per year)</b>	\$27,566.36x12 is \$330,796.27 per annum.
B.	Collection, Transporting and Processing of Commingled Recycling (REC) materials for School Facilities <b>(Total cost per year)</b>	\$8,078.24x12 is \$86,938.85 per annum.
C.	Total Yearly Cost for Refuse and Commingled Recycling	\$35,644.59x12 is \$427,735.11 includes 15% FRF if Hwy Diesel Nat Avg remains above \$5/gallon. Otherwise, it'd be \$30,995.30x12 is \$371,943.58 per annum.
D.	Monthly 1 day per week cost for additional MSW collection	\$121.50
E.	Monthly 2 day per week cost for additional MSW collection	\$243.00
F.	Monthly 3 day per week cost for additional MSW collection	\$364.50
G.	Monthly 1 day per week cost for additional REC collection	\$121.50
H.	Monthly 2 day per week cost for additional REC collection	\$243.00
I.	Monthly 3 day per week cost for additional REC collection	\$364.50
J.	Monthly cost for 30 yard roll off container	\$74.75/rent, \$166.75/haul, \$55.20/ton
K.	Alternate #1: Total monthly cost reduction if July pickup schedule moves to (1) day per week for both MSW and REC at all locations	Monthly rate would be \$17,526.35 including 15% FRF; \$15,240.30 when Hwy Dsl falls below \$5/gallon

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

## PROPOSAL FORM

### RECYCLING PROCESSING SITE(S) TO BE USED

NAME:	Curbside Mgt, Inc.	NAME:	
OWNER:	Barry Lawson, President	OWNER:	
LOCATION	116 Woodfin Ave, Woodfin, NC 28804	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.

Signature of Republic Services of NC, LLC Asheville, NC representative submitting BCS Bid #1234: Reid Stewart Reid Stewart, Sales Manager



Location	Service Address	Service			Service		Monthly Cost	w/ FRF as long as Diesel is over \$5/gallon
		Quantity	Size	Type	Freq.	Days		
Candler Elem.	121 Candler School Rd	2	8yd	MSW	2xW	T/F	422.61	486.00
	Candler, NC 28715	1	8yd	REC	1xW	W	105.65	121.50
Hominy Valley Elem.	450 Enka Lake Road	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Candler, NC 28715	1	8yd	REC	1xW	W	105.65	121.50
Pisgah Elem.	1495 Pisgah Hwy	2	8yd	MSW	2xW	T/F	422.61	486.00
	Candler, NC 28715	1	8yd	REC	1xW	W	105.65	121.50
Sand Hill	154 Sand Hill School Rd	1	8yd	MSW	3XW	M/W/F	316.96	364.50
	Asheville, NC 28806	1	8yd	REC	1xW	W	105.65	121.50
Enka Intermediate	125 Asheville Commerce Pkwy	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Candler, NC 28715	2	8yd	REC	1xW	W	211.30	243.00
Enka Middle	390 Asbury Rd	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Candler, NC 28715	1	8yd	REC	1xW	W	105.65	121.50
Enka High	475 Enka Lake Rd	3	8yd	MSW	3xW	M/W/F	950.87	1,093.50
	Candler, NC 28715	2	8yd	REC	1xW	W	211.30	243.00
Emma Elem.	37 Brickyard Rd	1	8yd	MSW	3Xw	M/W/F	316.96	364.50
	Asheville, NC 28806	1	8yd	REC	2xW	M/Th	211.30	243.00
Johnston Elem.	230 Johnston Blvd	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Asheville, NC 28806	1	8yd	REC	1xW	M	105.65	121.50
Leicester Elem.	31 Gilbert Rd	3	8yd	MSW	2xW	M/Th	633.91	729.00
	Leicester, NC 28748	1	8yd	REC	1xW	Th	105.65	121.50
West Buncombe	175 Erwin Hills Road	1	8yd	MSW	3XW	M/W/F	316.96	364.50
	Asheville, NC 28806	1	8yd	REC	1xW	Th	105.65	121.50
Woodfin Elem.	108 Elk Mountain Road	1	8yd	MSW	2xW	M/Th	211.30	243.00
	Asheville, NC 28806	1	8yd	REC	1xW	W	105.65	121.50
Joe P Eblen	59 Lee's Creek Rd	2	8yd	MSW	3xW	M/W/F	633.91	729.00
Intermediate	Asheville, NC 28806	2	8yd	REC	1xW	Th	211.30	243.00
Erwin Middle	20 Erwin Hills Rd	3	8yd	MSW	2xW	M/Th	633.91	729.00
	Asheville, NC 28806	1	8yd	REC	1xW	Th	105.65	121.50
Erwin High School	60 Lees Creek Road	1	8yd	MSW	3xW	M/W/F	316.96	364.50

Nesbitt Discovery Academy	Asheville, NC 28806	1	8yd	REC	2xW	M/Th	211.30	243.00
		3	8yd	MSW	3xW	M/W/F	950.87	1,093.50
	175 Bingham Road Asheville, NC 28806	1	8yd	MSW	3xW	M/W/F	316.96	364.50
		1	8yd	REC	1xW	Th	105.65	121.50
Barnardsville Elem.	20 Hillcrest Dr	1	8yd	MSW	1xW	T	105.65	121.50
	Barnardsville, NC 28709	1	8yd	REC	1xW	T	105.65	121.50
N. Buncombe Elem.	251 Flat Creek Church Rd	2	8yd	MSW	2xW	M/W	422.61	486.00
	Weaverville, NC 28787	1	8yd	REC	2xW	T/F	211.30	243.00
Weaverville Elem.	129 South Main St	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Weaverville, NC 28787	1	8yd	REC	1xW	W	105.65	121.50
Weaverville Primary	39 South Main St	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Weaverville, NC 28787	1	8yd	MSW	1xW	W	105.65	121.50
N. Windy Ridge	20 Doan Rd	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Weaverville, NC 28787	1	8yd	REC	2xW	T/F	211.30	243.00
N. Buncombe Middle	51 N Buncombe School Rd	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Weaverville, NC 28787	1	8yd	REC	1xW	W	105.65	121.50
N. Buncombe High	890 Clarks Chapel Road	3	8yd	MSW	3xW	M/W/F	950.87	1,093.50
	Weaverville, NC 28787	1	8yd	REC	2xW	T/F	211.30	243.00
Black Mountain Elem.	100 Flat Creek Rd	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Black Mountain, NC 28711	1	8yd	REC	1xW	F	105.65	121.50
Black Mountain Primary	301 East State Street	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Black Mountain, NC 28711	1	8yd	REC	1xW	F	105.65	121.50
WD Williams Elem.	161 Bee Tree Rd	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Swannanoa, NC 28778	1	8yd	REC	1xW	F	105.65	121.50
Owen Middle	730 Old US 70	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Swannanoa, NC 28778	2	8yd	REC	2xW	T/F	422.61	486.00
Owen High	99 Lake Eden Rd	3	8yd	MSW	3xW	M/W/F	950.87	1,093.50
	Black Mountain, NC 28711	1	8yd	REC	2xW	T/F	211.30	243.00
Community High	235 Old US 70	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Swannanoa, NC 28778	1	8yd	REC	1xW	F	105.65	121.50

Charles C Bell	90 Maple Springs Rd	1	8yd	MSW	2xW	M/W	211.30	243.00
	Asheville, NC 28805	1	8yd	REC	1xW	T	105.65	121.50
Fairview Elem.	1355 Charlotte Hwy	3	8yd	MSW	2xW	M/Th	633.91	729.00
	Fairview NC 28730	1	8yd	REC	2xW	T/F	211.30	243.00
Haw Creek Elem.	1 Bethesda Rd	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Asheville, NC 28805	1	8yd	REC	1xW	T	105.65	121.50
Oakley School	753 Fairview Road	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Asheville, NC 28803	1	8yd	REC	1xW	T	105.65	121.50
Cane Creek Middle	570 Lower Brush Creek Road	3	8yd	MSW	2xW	M/Th	633.91	729.00
	Fletcher, NC 28732	1	8yd	REC	1xW	T	105.65	121.50
AC Reynolds Middle	2 Rocket Drive	2	8yd	MSW	2xW	M/W	422.61	486.00
	Asheville, NC 28803	1	8yd	REC	2xW	T/F	211.30	243.00
AC Reynolds High	1 Rocket Dr	3	8yd	MSW	3xW	M/W/F	950.87	1,093.50
	Asheville, NC 28803	1	8yd	REC	2xW	T/F	211.30	243.00
Averys Creek Elem.	15 Park South Boulevard	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Arden, NC 28704	1	8yd	REC	1xW	W	105.65	121.50
Estes Elem.	275 Overlook Rd	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Asheville, NC 28803	1	8yd	REC	2xW	M/Th	211.30	243.00
Glen Arden Elem.	50 Pinehurst Circle	1	8yd	MSW	3xW	M/W/F	316.96	364.50
	Asheville, NC 28805	1	8yd	REC	1xW	M	105.65	121.50
Koontz School	305 Overlook Rd	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Asheville, NC 28803	2	8yd	REC	1xW	W	211.30	243.00
Valley Springs Middle	224 Long Shoals Rd	2	8yd	MSW	3xW	M/W/F	633.91	729.00
	Arden, NC 28704	1	8yd	REC	2xW	M/Th	211.30	243.00
TC Roberson High	250 Overlook Rd	4	8yd	MSW	3xW	M/W/F	1,267.82	1,458.00
	Asheville, NC 28803	2	8yd	REC	2xW	M/Th	422.61	486.00
Aquatic Center	18 Ensley Stadium Loop	1	8yd	MSW	1xW	F	105.65	121.50
	Asheville, NC 28803							0.00
Maintenance	175 Bingham Road Asheville, NC 28806	1	8yd	MSW	3xW	M/W/F	316.96	364.50
		1	8yd	REC	1xW	Th	105.65	121.50
		1	30yd	MSW/Rent	On call		65.00	74.75
				MSW/Haul			145.00	166.75



Springside Storage	18 Ensley Stadium Loop Asheville, NC 28803	1	30yd	MSW/Ton		48.00	55.20
				REC/Rent	On call	65.00	74.75
				REC/Haul		145.00	166.75
				REC/Proces			
				sing Fee		0.00	0.00
		1	30yd	MSW/Rent	On call	65.00	74.75
				MSW/Haul		145.00	166.75
				MSW/Ton		48.00	55.20
Transportation	74 Washington Ave Woodfin, NC 28804	1	8yd	MSW	2xW M/Th	211.30	243.00
				REC	EOW W	52.83	60.75
<b>Total</b>							
<b>Monthly</b>							<b>30,995.30</b>
<b>Cost</b>							<b>35,644.59</b>



**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, Republic Services of North Carolina, LLC

1070 Riverside Drive, Ashville, NC 28804

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company

of 175 Berkeley Street, Boston, MA 02116, a corporation duly organized under

the laws of the State of MA, as Surety, hereinafter called the Surety, are held and firmly bound unto

Buncombe County Public Schools as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount Bid Dollars

(\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste and Commingled Recycling Collection & Disposal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of June, 2022

Republic Services of North Carolina, LLC (Seal)

By: [Signature] Principal

Kathleen M. Mitchell Attorney-in-Fact Title

Liberty Mutual Insurance Company

By: [Signature]

Amber Engel Attorney-in-Fact





**REPUBLIC**  
SERVICES

POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Amber Engel, Jamie Armfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:


1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 23<sup>rd</sup> day of FEBRUARY, 2022 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Adrienne W. Wilhoit.

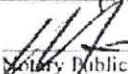
REPUBLIC SERVICES, INC.,  
a Delaware corporation

  
Adrienne W. Wilhoit

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 23<sup>rd</sup> day of FEBRUARY, 2022, Matthew Nordquist, Notary Public.

  
Notary Public

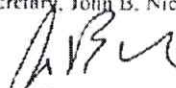
CERTIFICATE



Matthew Nordquist  
Notary Public  
Maricopa County, Arizona  
My Comm. Expires 05-31-23  
Commission No. 563802

I, the undersigned, John B. Nickerson, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 17<sup>th</sup> day of June, 2022, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, John B. Nickerson.

  
John B. Nickerson



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty  
Mutual.**

**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Amber Engel of the city of Seattle state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Republic Services of North Carolina, LLC

Obligee Name: Buncombe County Public Schools

Surety Bond Number: Bld Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Kind of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17<sup>th</sup> day of June, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary





USI Insurance Services  
601 Union Street  
Suite 1000  
Seattle, WA 98101  
www.usi.com  
Tel: 206.441.6300

June 17, 2022

**LETTER OF INTENT**

Buncombe County Public Schools  
175 Bingham Road  
Asheville, NC 28806

RE: Republic Services of North Carolina, LLC  
Solid Waste and Commingled Recycling Collection & Disposal

To Whom it May Concern:

We are writing to you at the request of Republic Services of North Carolina, LLC.  
This principal has or is about to submit a Bid proposal for Solid Waste and Commingled Recycling  
Collection & Disposal

If a contract for this work is awarded to Republic Services of North Carolina, LLC,  
Liberty Mutual Insurance Company, a surety licensed to conduct business in the  
State of NC, has agreed to act as surety to issue the required Performance Bond which is a  
condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

  
Amber Engel  
Attorney in Fact  
Liberty Mutual Insurance Company

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty  
Mutual.**

**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Amber Engel of the city of Seattle, state of WA, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Republic Services of North Carolina, LLC

Obligee Name: Buncombe County Public Schools

Surety Bond Number: Letter of Intent

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

SS

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17<sup>th</sup> day of June, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



Bond No.: \_\_\_\_\_

Performance Bond

KNOW ALL BY THESE PRESENTS, That we \_\_\_\_\_, as Principal and \_\_\_\_\_, of \_\_\_\_\_, authorized to do business in the State of \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ as Oblige, in the maximum penal sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige to perform in accordance with the terms and conditions of the \_\_\_\_\_ (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept this Bond, this Bond shall be effective for the definite period of \_\_\_\_\_ to \_\_\_\_\_. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Oblige recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Oblige, then the Surety's performance obligation under the bond shall only arise after:
  - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Oblige's right, if any, to subsequently declare a Principal default;
  - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
  - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Oblige.



3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Attn: \_\_\_\_\_

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact



USI Insurance Services  
601 Union Street  
Suite 1000  
Seattle, WA 98101  
www.usi.com  
Tel: 206.441.6300

June 16, 2022

FEDEX EXPRESS - Next Day

Reid Stewart  
Republic Services  
1070 Riverside Drive  
Asheville, NC 28804  
828-406-2224

RE: Republic Services of North Carolina, LLC  
5% Bid Bond  
to Buncombe County Public Schools  
for Solid Waste and Commingled Recycling Collection & Disposal

Bid Date: June 17, 2022  
Liberty Mutual Insurance Company

Enclosed find your Bid Bond for the above captioned bid as requested. Please review for accuracy before forwarding the enclosed original Bid Bond to the Oblige along with the rest of your bid package.

**To avoid potential delays after award, always ensure that your Legal Entity/Bidder's name on your bid matches the Company/Principal name on the Bid Bond.**

Please note, that in the event Republic Services is the successful bidder, it is up to field to request a Performance bond **if it is required per the terms of the contract**, as one is not automatically issued.

Should you require further assistance or if you have any questions, please do not hesitate to contact me at 206-731-1200 or email us at RSNew@usi.com.

Good Luck!

*Amber*  
Amber Engel  
Surety Department

SPECIAL INSTRUCTIONS FOR THIS BOND (if left blank, there are no special instruction for your bond):

ORIGIN ID: BFA (854) 520-1602  
AMBER ENGEL  
USI INSURANCE SERVICES  
601 UNION ST. SUITE 1000

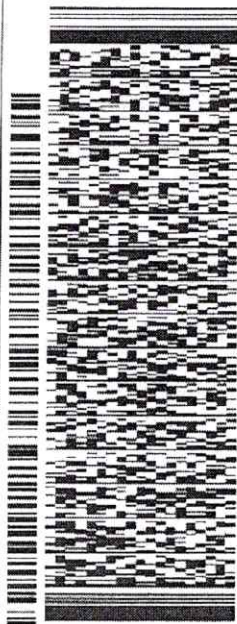
SEATTLE, WA 98101  
UNITED STATES US

TO REID STEWART  
REPUBLIC SERVICES  
1070 RIVERSIDE DRIVE

ASHEVILLE NC 28804  
(828) 406-2224  
INV#

PO

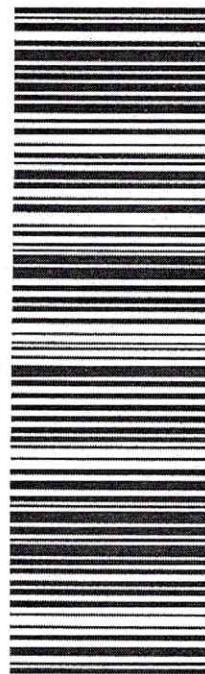
DEPT:



FRI - 17 JUN 12:00P  
PRIORITY OVERNIGHT

TRK# 7771 5525 0823  
0201

XG AVLZJ  
28804  
NC-US GSP



SHIP DATE: 16JUN22  
ACTWGT: 1.00 LB  
CAD: 1124472INET4490

BILL SENDER

581E1274FFEA4

After printing this label:  
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.  
2. Fold the printed page along the horizontal line.  
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.  
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b> <b>FAX (A/C No.Ext):</b> <b>E-MAIL ADDRESS:</b> certificateteam@ccmsi.com	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: ACE American Insurance Co.	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Co.	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E:	
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER: 1966819****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

**CERTIFICATE HOLDER**

EVIDENCE OF COVERAGE

United States

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS		CERTIFICATE NUMBER: 1966819	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

### GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

### AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

### TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



## CERTIFICATION OF FINANCIAL CONDITION Attachment

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Solicitation #: BCS Bid RFP #1234

Vendor Name: Republic Services of NC, LLC

The undersigned hereby certifies that: [check all applicable boxes]. Answers hence forth are related to the local Business Unit/Divisions offering the RFP.

- X The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: February 2018; we have operations across the state. We are on a rotating schedule with 17 other Business Unit. Each BU is audited every 3 years. but on a recurring schedule. (If no audit within past 18 months, explain reason below.)

- X The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- X The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- X The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- X The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- X He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:**

---

*Reid Stewart*

6/15/2022

---

Reid Stewart

---

Sales Manager

[This Certification must be signed by an individual authorized to speak for the Vendor]



## REFERENCES

Offeror must supply references of government agencies and/or private firms for which similar or related work has been performed during the past three years. Offeror is cautioned to provide accurate reference information. References will be checked during evaluation period.

City or Firm Name: Town of Black Mountain  
 Business Address: 160 MIDLAND AVE BLACK MOUNTAIN, NC 28711  
 Contact Person: LAUREL MABERY  
 Phone Number: 828-419-9300 ext 602 E-Mail: LAUREL.MABERY@TOWNOFBLACKMOUNTAIN.ORG  
 Employed: 3-9-2000

City or Firm Name: JACKSON COUNTY - PUBLIC WORKS DEPT.  
 Business Address: 401 GRINDSTAFF COVE RD. SYLVIA NC 28779  
 Contact Person: CHAD PARKER  
 Phone Number: 828-586-2437 E-Mail: CHADPARKER@JACKSONNC.ORG  
 Employed: 5-1-2003

City or Firm Name: NC DEPT. OF PUBLIC SAFETY - Foothills Corrections  
 Business Address: 5150 WESTERN AVE MARGANTON NC 28655  
 Contact Person: AMY STEWART  
 Phone Number: 919-716-3300 E-Mail: AMY.STEWART@NCDPS.GOV  
 Employed: 7-1-2013

City or Firm Name: Buncombe County Schools  
 Business Address: 167 CRAVEN ST. ASHEVILLE NC 28806  
 Contact Person: CLARK WYATT  
 Phone Number: 828-775-1063 E-Mail: CLARK.WYATT@BCSEMAIL.ORG  
 Employed: 11-22-1989

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL.

## STATE OF NORTH CAROLINA

## COUNTY OF BUNCOMBE

### AGREEMENT

THIS AGREEMENT made and entered into this 30th day of June, 2022 by and between THE BUNCOMBE COUNTY BOARD OF EDUCATION, hereinafter called the Board, and REPUBLIC SERVICES OF NORTH CAROLINA, LLC a North Carolina limited liability company d.b.a. GDS, hereinafter called the Contractor:

WITNESSETH, that the Board and the Contractor contract and agree as follows:

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

### REFUSE AND RECYCLING MATERIALS COLLECTION PROGRAM

#### 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 Buncombe County Schools.

### OPERATION

Hours of Operation – Collection of refuse and commingled 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.

Routes of Collection – Collection routes shall be established by the Contractor.

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.

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

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.

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.

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.

Hauling – All Refuse and Recycling materials hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.

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.

Notification – Buncombe County Schools shall notify all School Facilities about complaint procedures, regulations, and day(s) for scheduled Refuse and Recycling collection.

Point of Contact – All dealings, contacts, etc., between the Contractor and Buncombe County Schools shall be directed to the Contractor:  
Reid Stewart, Sale Manager, Republic Services and to Buncombe County Schools:  
Clark Wyatt - Director, Maintenance Department, 175 Bingham Road, Asheville, NC 28806.

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

## **COMPLIANCE WITH LAWS**

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

## **EFFECTIVE DATE**

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on July 1, 2022.

## **E-VERIFY**

As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.

## **NONDISCRIMINATION**

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

## **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.

## **LICENSES AND TAXES**

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

## **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 commingled recycling materials with an option for a five (5) year extension upon mutual agreement.

## **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.

## **BOND**

### 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.

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.

## **BASIS AND METHOD OF PAYMENT**

### 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.
- (b) The Board shall pay the Contractor for the performance of the work the amount of \$417,735.12 for fiscal year 2022-2023, subject to adjustment as provided below.

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 1<sup>st</sup> 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. This agreement shall be modified only by the execution by the Contractor and the Board of Education via a written change order(s).

In addition to such annual adjustments, the base rate for collection of refuse and commingled recyclables shall be adjusted on the basis of diesel fuel costs as follows: on the last business day of each month during the term of this Contract, Buncombe County Schools' Director of Maintenance or other designee shall review the most recent national average per-gallon price of diesel published by the U.S. Energy Information Administration. If, upon such review, the national average price of diesel is below Five Dollars (\$5.00) per gallon, then the Director of Maintenance or designee shall provide notice to the Contractor by electronic or such other means as the parties shall agree to, and the base rate for collection of refuse and commingled recyclables shall be adjusted downward by fifteen percent (15%) for the following month. During the first year of this Contract, such adjustment shall result in a monthly base rate of \$30,995.30, an annualized total cost of \$371,943.58.

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.

## **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.

## **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.

## **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.

## **CANCELLATION**

Buncombe County Schools reserves the right to cancel the contract without penalty for lack of appropriated funds and the right to cancel services at any facility that is no longer in operation. In addition, this contract may be canceled by Buncombe County Schools for nonperformance or default by the contractor.

IN WITNESS WHEREOF, the Contractor and the Board have executed this agreement in duplicate originals, the day and year first written.

WITNESS:

CONTRACTOR: REPULIC SERVICES OF  
NORTH CAROLINA, LLC a North Carolina  
Limited liability company d.b.a. GDS.

By: \_\_\_\_\_

(Proprietorship of Partnership)

Title: \_\_\_\_\_

(Owner, Partner, or Corp. Pres. Or Vide-Pres. only)

ATTEST:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

## **BUNCOMBE COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_

Ann Franklin, Board Chair

ATTEST:

\_\_\_\_\_  
Dr. Tony Baldwin, Superintendent /Ex-Officio Secretary

(Corporate Seal)

Preaudit Statement:

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

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Tina Thorpe, Chief Financial Officer



**\*\*\*REVISED PROPOSAL FORM\*\*\***

Addendum #1 Received: YES \_\_\_\_ or NO \_\_\_\_

**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.

	<b>Description Unit</b>	<b>Annual Collections Cost</b>
<b>A.</b>	Collection of Refuse for School Facilities and transporting to Buncombe County Landfill/Transfer Station (Total Cost Per Year)	\$330,796.27
<b>B.</b>	Collection, Transporting and Processing of Commingled Recycling materials School Facilities (Total Cost Per Year)	\$86,938.85
<b>C.</b>	Cart Pickup (Total Cost Per Year)	
<b>D.</b>	<b>Total Yearly Cost For Refuse and Commingled Recycling</b>	\$417,735.12 (subject to 15% downward adjustment based on national average diesel price)
<b>E.</b>	Cost For Additional Requested Collection of Refuse by Buncombe County Schools	
<b>F.</b>	Cost for Additional Requested Collection of Commingled Recycling by Buncombe County Schools	
<b>G.</b>	Monthly Cost For Additional Refuse Container	\$121.50 – 1 day per week \$243.00 – 2 days per week \$364.50 – 3 days per week
<b>H.</b>	Monthly Cost For Additional Commingled Recycling Container	\$121.50 – 1 day per week \$243.00 – 2 days per week \$364.50 – 3 days per week
<b>I.</b>	Monthly Cost For Additional Carts	\$74.75/rent, \$55.20/ton \$166.75/haul