

**City of Asheville
North Carolina**



**REQUEST FOR BIDS
INFORMAL BID REQUEST NO. 298-RADTIP WASTE**

**SOIL/LIQUID DISPOSAL FOR THE CITY OF ASHEVILLE'S RADTIP UTILITY
MOVES**

QUESTIONS DUE BY SEPTEMBER 20, 2016 BY 3:00 PM
LOCAL TIME

BIDS DUE DATE:
Thursday, September 22, 2016
at 3:00 PM Local Time
(Informal Bid, No Public Bid Opening)

ISSUED BY: CITY OF ASHEVILLE
CAPITAL PROJECTS MANAGEMENT DIVISION
PUBLIC WORKS BUILDING, ROOM A201
161 SOUTH CHARLOTTE STREET
ASHEVILLE, NORTH CAROLINA
PHONE: (828) 259-5651
VINNIE SULLIVAN, PROJECT MANAGER

BIDS MAY BE DELIVERED TO THE ADDRESS ABOVE, PO BOX 7148 ASHEVILLE NC, 28802
OR EMAILED TO VSULLIVAN@ASHEVILLENC.GOV

**NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND
HOUR SET, THE BID WILL NOT BE CONSIDERED.**

City of Asheville

Invitation to Bid

Hauling and Disposal of Liquid and Solid
Waste

The City of Asheville is requesting bid proposals for hauling and disposal of liquid and solid waste from construction areas within the City limits. All bids should be clearly labeled "City of Asheville Solid/Waste Disposal for the City of Asheville's RADTIP Utility Moves", and received at the City of Asheville, 161 S. Charlotte St., Asheville, North Carolina, 28802, in the office of Vinnie Sullivan (828) 259-5651 or via email at vsullivan@ashevillenc.gov, at or before 3PM, September 22, 2016.

Specifications

Hauling and Disposal of Soil and Liquid Waste

Description:

The City of Asheville is seeking a contractor(s) who will deliver containers, remove filled containers, and dispose of contaminated and non-contaminated soil and water waste from areas associated with previous use as manufactured gas plants and areas currently designated as brownfields. Laboratory analytical results will be provided on the waste.

Scope of Services:

The containers shall be in good repair, appearance, and in a sanitary condition, and the equipment shall be capable of transporting and handling soil loads up to fifteen (15) cubic yards and water loads up to 5,000 gallons. The contractor shall haul the waste to a lawfully approved disposal site. The Applicants must be qualified and licensed to provide these services in accordance with applicable Federal, State, and local laws and must be willing to enter into a contract with the City.

General Information:

The City is working with Duke Energy to update and relocate power transmission facilities within the City's River Arts District Transportation Improvement Project (RADTIP). The sites where these upgrades are being installed include previous manufactured gas plant (MGP) sites and sites currently designated as brownfields by the State of North Carolina. Duke Energy's contractors will be depositing the soil and water within the containers and obtaining samples for laboratory analysis, which will be provided to the waste hauler.

All contractor(s) shall list separately, on the "Bid Sheet":

1. The transportation cost, delivery fees, and any set-up fees to deliver containers for contaminated and non-contaminated solid and liquid waste;
2. The cost to dispose of contaminated and non-contaminated solid and liquid waste;
3. List all cost for any rental fees for containers, on a per month basis. the cost shall include:
 - liners for soil containers;
 - spill guard rental for liquid containers;
 - containment below soil containers for leaching water;
 - cleaning fees associated with return of the containers.

Reports and Invoicing: A copy of all weight tickets shall be sent to the Project Manager, preferably by e-mail, as soon as reasonably possible following all hauls.

At a minimum the weight tickets will have the following data recorded:

1. Date of haul,
2. Total tonnages,
3. Tonnage for the load,
4. Identification of the load, MSW or C & D, and
5. If the haul is part of a tandem haul.

At a minimum the monthly invoices shall include:

1. Identification of the type of material hauled (example MSW or C & D),
2. List individually the hauling and disposal cost each load,
3. Tonnages for each load,
4. The date of the haul and
5. Total cost for each individual load.

The City of Asheville reserves the right to reject any or all bids and to waive informalities. The award will be made to the responsible Applicant based on quality of bid proposal, bid amounts and other factors based on the interests of the City. The award may be made for individual items at the discretion of the City. The City specifically reserves the right to reject any or all proposals or any part thereof. Further, the City reserves the right to negotiate the terms of the contract and the scope of the project with the successful bidder without having to rebid the job.

BID SHEET, CITY OF ASHEVILLE HAULING AND DISPOSAL OF LIQUID AND SOLID WASTE

ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL
1	Transportation costs for disposal, 15 yd ³ soil containers	10	EA	\$	\$
2	Delivery and set up fees, 15 yd ³ soil containers	10	EA	\$	\$
3	Daily rental fees, 15 yd ³ soil containers, per day	10	EA	\$	\$
4	Liners for 15 yd ³ soil containers	10	EA	\$	\$
5	Liquid containment for 15 yd ³ soil containers	10	EA	\$	\$
6	Disposal costs, per ton, for contaminated soil	150	TONS	\$	\$
7	Disposal costs, per ton, for non-contaminated soil	150	TONS	\$	\$
8	Delivery and set up fees, 5,000 gallon water containers	1	EA	\$	\$
9	Daily rental fees, 5,000 gallon water containers, per day	1	EA	\$	\$
10	Spill guard rental fees for liquid containers	1	EA	\$	\$
11	Cleaning fees, 5,000 gallon water containers	1	EA	\$	\$
12	Disposal costs, per container, for contaminated water	1	EA	\$	\$
13	Disposal costs, per container, for non-contaminated water	1	EA	\$	\$
TOTAL BID PRICE					\$

Company Name	Authorized Signature::
Address	Title
City State Zip	Email Address
Telephone No.	Fax No.
Web Address	Federal Taxpayer ID No.
Lead time to obtain equipment: _____ calendar days after receipt of order	Payment Discount : _____ % _____ Net _____

CITY OF ASHEVILLE, NORTH CAROLINA STANDARD TERMS & CONDITIONS

1. **SCOPE:** This request for bids includes provisions for the City of Asheville to establish pricing for hauling and disposal of liquid and solid waste as described herein for the City of Asheville. Bids are to be submitted in accordance with the enclosed specifications and these Standard Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville will not consider any additional terms and conditions submitted with a bid response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Capital Projects Management Division, 161 South Charlotte Street, Asheville, North Carolina 28802 OR PO Box 7148, Asheville, North Carolina, 28802, OR 828-259-5651 OR vsullivan@ashevillenc.gov. All correspondence and inquiry should be made to these contact points.
4. **CLARIFICATION/EXCEPTIONS REQUESTS:** Requests for changes in specifications, approved equals, clarifications and all questions regarding this document must be in writing and addressed to Vinnie Sullivan, Project Manager with the City of Asheville Capital Projects Management Division at the contact points above. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Capital Projects Management Division. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.** The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from any source are of no effect.
Please do not submit bid prior to the exceptions date as an addendum may be issued and your bid could be non-responsive.
5. **ISSUING OF ADDENDUM:** If the need arises the City of Asheville will issue an addendum. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids.** The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from any source are of no effect. **The City of Asheville will, if necessary, extend the bid due date in order to allow seven (7) days to respond. All addenda must be signed and returned with the final bid package. This bid and any addenda will be posted on the City's website and can be accessed at <http://www.ashevillenc.gov/Departments/Purchasing/RequestsforBidsProposals.aspx>. It is the vendor's responsibility to check this site to assure that the correct bid package is submitted.**
6. **COMPLIANCE WITH LAWS:** Each Bidder should be aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the equipment covered by this bid opportunity. Each Bidder further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal,

state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this FBR 1027-17.

7. **DEADLINE FOR RECEIPT OF BIDS:** The date and time for the bid receipt are specified in the bid document.
8. **PREPARATION OF FORMS:** All bids must be submitted on the forms provided. Figures should be written in **ink or typewritten**. Any changes on the original bid should be made in ink and initialed by the person signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
9. **INCLEMENT WEATHER DIRECTIONS:** The City of Asheville reserves the right to postpone bid openings for its own convenience. In the event of inclement weather and the City Offices are closed, the bid opening will be held at 3:00 p.m. the next business day that the City Offices are open. Please check the city's website and bid page for notification.

<http://www.ashevilenc.gov/Departments/Purchasing/RequestsforBidsProposals.aspx>

10. **GOVERNING LAW AND JURISDICTION:** The parties acknowledge that this Agreement is made and entered into in Asheville, North Carolina, and will be performed in Buncombe County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).

By execution of the Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Buncombe County, North Carolina.

11. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
12. **ASSIGNMENT:** During the performance of the contract, the successful bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville. In the event of assignment, an assignability letter must be sent to the City of Asheville Capital Projects Management Division.
13. **PAYMENT:** All materials/equipment furnished will be subject to inspection and acceptance by the City prior to payment of invoice. The City's standard payment terms are Net 30 Days. Other than discounts the City does not accept any other payment terms. Discount Terms are NOT a consideration in award.
14. **INSURANCE REQUIREMENTS:** The successful bidder (Bidder) agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. **Vendor shall provide evidence of insurance coverage consistent with this requirement prior to contract award.** The Bidder shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an

additional insured on the Bidder's general liability policy and provide a waiver of subrogation on the Bidder's workers' compensation policy. In the event of bodily injury or property damage loss caused by Bidder's negligent acts or omissions in connection with Bidder's services performed under this Agreement, the Bidder's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Bidder and Bidder's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Bidder has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the Bidder shall provide the City copies of their insurance policies.

Commercial General Liability:	\$1,000,000 per occurrence / \$2,000,000 aggregate
Commercial Auto Liability:	\$1,000,000 combined single limit
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$100,000 each accident/total disease/employee disease

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

15. **CONFLICT OF INTEREST:** Any possible conflict of interest (e.g., employed by The City of Asheville, etc.) and the nature of that conflict should be disclosed to the City during the bid process. The City of Asheville's decision regarding any questions of conflict of interest shall be final.
16. **REQUIRED DOCUMENTATION:** All bids shall be complete and signed by an authorized agent.
17. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not State and Local Sales Tax. Sales tax should be included in bid prices.
18. **BIDDERS QUALIFICATIONS:** By submittal of a bid, the bidder represents that they are fully experienced and properly qualified to provide equipment and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.
19. **LICENSES AND PERMITS:** It shall be the bidder's responsibility to maintain any and all licenses and permits that may be required in the performance of this work.
20. **VENDOR APPLICATION AND LICENSES:**

NC Certificate of Authority: All out of state vendors are required to have a NC Certificate of Authority. If you already have a certificate please submit with your bid. If you do not have one you must apply once you are awarded the bid. You may register with the State of NC at:

[http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit% 20Corp oration](http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Corporation)

and **submit a copy to the Capital Projects Management Division immediately, after it is received.**

E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.

Iran Divestment Act of 2015: By executing this contract, the bidder certifies that, as of the date of execution, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C. G. S. § 147-86.59, bidders shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

21. **INDEMNIFICATION:** The successful bidder shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

- Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by successful bidder in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- Any acts of negligence or willful misconduct by the successful bidder or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- Any acts or omissions of the successful bidder with respect to the services provided by the successful bidder under this Agreement (or any allegations of any of the foregoing);
- Any claims by any persons or entities supplying labor or material to the successful bidder in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the successful bidder shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the network or any component thereof shall not be adversely affected by such replacement or modification.

Minority Business Plan: The City of Asheville has adopted a Minority Business Plan to

encourage participation by women and minority businesses in the award of contracts. Bidders are hereby notified that this contract is subject to the provisions of that Plan. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Questions regarding the Minority Business Plan may be directed to Brenda Mills, Economic Development Specialist, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by e-mail at BMills@ashevillenc.gov.

22. **AD VALOREM TAXES:** Bidders/Vendors please note that City Policy, adopted by City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.
23. **EVALUATION:** The evaluation of bids is based on the lowest, responsive, (responsible) bidder that meets specification requirements and taking into consideration past performance, service record, and reliability. The City reserves the right to waive minor deviations in its judgment, if to do so would be in the best interest of the City based upon NC General Statute 143-129.

The City reserves the right to: (1) contact a Bidder for clarification, (2) contact references listed, and (3) solicit information from any available source concerning any aspect of a Bidder's response.

All bids shall be made firm for no less than sixty (60) days following the bid opening date.

EVALUATION (continued):

The City of Asheville reserves the right to accept or reject any or all bids and specifically reserves the right to make the award in the best interest of the City of Asheville.

Upon completion of bid evaluation, a notification of award letter will be sent to successful bidder.

24. **INVOICES AND PAYMENTS:** The City requests that all invoices mirror line items of the purchase order.

ALL INVOICES AND PACKAGES MUST BE SENT TO THE CAPITAL PROJECT MANAGEMENT DIVISION OF THE CITY OF ASHEVILLE. The City is exempt from Federal Excise Tax but not State and Local Sales Tax. This tax must be shown as separate items on invoice.

MAIL INVOICE TO: CITY OF ASHEVILLE CAPITAL PROJECTS MANAGEMENT DIVISION P.O. BOX 7148, ASHEVILLE, NC 28802, OR VIA EMAIL TO VSULLIVAN@ASHEVILLENC.GOV.

25. **SUBMITTAL OF BIDS INCLUDING ALTERNATE/MULTIPLE BIDS:** All bids should be clearly marked with the bid number and the date and time scheduled for the opening of the bid. Bids delivered by courier or in person should be addressed to:

CITY OF ASHEVILLE
CAPITAL PROJECTS MANAGEMENT DIVISION
161 SOUTH CHARLOTTE STREET
ASHEVILLE, NORTH CAROLINA 28801.

USPS Mail must be addressed to the above.

(Please be aware that USPS may take an additional day to get to us)

Bids will be received until **3:00 p.m.** on the date set in the bid. Please note **RADTIP WASTE** on the mailing envelope as well as the bid envelope. When submitting **multiple or Alternate bids**, each bid must be submitted in separate envelopes to be considered.

Bidders to submit one (1) **original bid package** *and* one (1) **complete copy** for each bid submitted.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR THE BID OPENING, THOSE PROPOSALS **WILL NOT BE CONSIDERED.**

BID REQUEST NO. RADTIP WASTE

NON-COLLUSION STATEMENT

HAULING AND DISPOSAL OF LIQUID AND SOLID WASTE FOR THE CITY OF
ASHEVILLE

THE UNDERSIGNED AFIRMS THAT THE BID MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER BID FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD:

THAT _____

(FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS BID, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE BID SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS BID BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS BID AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____