

## **ADVERTISEMENT FOR BIDS**

### **Cumberland County Schools Request for Proposals**

#### **FRONT END LOADER TYPE REFUSE REMOVAL SERVICE CONTRACT**

SEALED PROPOSALS MUST BE SUBMITTED IN WRITING AND RECEIVED AT THE ADDRESS BELOW BY May 23, 2019 @ 2:00 p.m. Proposals submitted electronically, or via facsimile (FAX) machine will not be accepted. A formal bid opening will be held at the Operations Center, Foreman's Meeting Room, 810 Gillespie Street, Fayetteville, NC on May 23, 2019 @ 2:00 p.m. All interested parties are welcome to attend.

Address for Bid Delivery:

Cumberland County Schools Operations Center  
810 Gillespie Street  
Fayetteville, NC 28306  
Attn: Donna Fields  
(910)678-2571  
dfields@ccs.k12.nc.us

Complete specifications and contract documents can be found on-line at the Cumberland County Schools Bid Links Webpage @ the following URL: <http://operations.ccs.k12.nc.us/bid-links/>

Cumberland County Board of Education encourages participation by MWBE firms and supports the State of North Carolina's policy of minority businesses.

The Owner reserves the right to reject any or all bids and to waive formalities.

Owner

Cumberland County Board of Education  
2465 Gillespie St.  
Post Office Box 2357  
Fayetteville, NC 28302

**Cumberland County Schools  
Request for Proposals**

**FRONT END LOADER TYPE REFUSE REMOVAL SERVICE CONTRACT**

**Bid Date: May 23, 2019 @ 2:00 p.m.**

**SCOPE:**

The purpose of this bid is to establish a contract for the period of July 1, 2019 through June 30, 2020 on the condition of the continued availability of governmental funds covering Trash, Garbage and Recycling pick up with Front End Loader Type Containers and Equipment at the locations listed on the schedule attached within the Cumberland County School System including providing eight (8) cubic yard containers as required. All landfill fees, labor and equipment required to provide these services as described below are to be included in the bid price.

The right is reserved to extend the period of coverage annually for (4) four additional consecutive fiscal years on condition of the continued availability of governmental funds by mutual agreement with the contractor, provided the unit prices remain unchanged.

**INSTRUCTIONS TO BIDDERS:**

1. All proposals are subject to the following General Terms and Conditions and any special conditions that may be stated elsewhere in the bid request. Upon awarding of the bid, the bidder will be known as the contractor.
2. All bids shall be in accordance with specifications. Upon awarding of the bid, the contractor must promptly apply for and present to the Cumberland County Board of Education a Performance Bond which shall be equal in value to the contract.
3. All qualified proposals will be evaluated and acceptance made of that proposal judged by the purchaser to constitute the best value offered for the purpose intended.
4. The bids should reflect the emptying of the dumpsters and Cumberland county Landfill disposal fee for garbage and trash, and recycling as indicated.
5. Vendor's offer must be valid for at least 60 days from the date of proposal opening.
6. While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of CCS.

7. The contractor shall obtain from an insurance company duly authorized to do business in North Carolina, a Certificate of Liability Insurance indicating the following coverages:

- A. Workman's Compensation                                 Statutory
  - i.       Employers Liability                                 \$1,000,000
  - ii.       Owner/Officer must be included in coverage
  
- B. General Liability (per person/per occurrence):
  - i)       Bodily and Personal Liability                 \$1,000,000/\$2,000,000
  - ii)       Property Damage                                 \$1,000,000/\$2,000,000 Aggregate
- C. Automobile Liability (per person/per occurrence)
  - i)       Bodily Injury   \$1,000,000
  - ii)       Property Damage:                                 \$1,000,000 Aggregate

D. Builder's Risk or Installation Floater                 Contract Amount\*

E. Owner shall be listed on the General Liability and Auto Liability insurance policies as an additional insured (an additional insured endorsement similar to the one attached to this contract must be included/attached with the certificate of insurance. If blanket additional insured is provided by the policy, a copy of the blanket additional insured wording form must be included/attached to the certificate.)

F. Owner reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Carrier(s) on the grounds of poor claim service or financial responsibility.

Certificates of Insurance shall be filed with the Owner. During the term of the contract, the Contractor shall provide updated records whenever any of these coverages become outdated.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, or coverage reduced or eliminated in less than thirty (30) days after mailing notice to the insured and/or the Owner of such alteration or cancellation.

**The certificate holder shall be named Cumberland County Board of Education, Attn: M. J. Desormeaux, Associate Superintendent Auxiliary Services, P.O. Box 2357 Fayetteville, NC 28302.**

**Please return two signed copies of this entire Request for Proposal to Cumberland County Schools Operations Center, Attn: Donna Fields, 810 Gillespie Street, Fayetteville, NC 28306, no later than 2:00 p.m., May 23, 2019. Once bids are evaluated, awarded and owner signatures obtained, this document will become the contract document.**

## **GENERAL CONDITIONS FOR PROPOSALS:**

1. Read and Review. It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and CCS's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from CCS's contact person listed in section II (A) above.
2. Vendor Responsibility. The Vendor(s) are encouraged to present explanations of benefits and merits of their proposal. In-addition, the vendor(s) may provide information on other offered services, maintenance, and- warranties, value added services, etc.
3. Oral Explanations. CCS will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the contact person named above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
4. Insufficiency of References to Other Data. Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted will not suffice as a response to this solicitation.
5. Conflict of Interest. Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of CCS and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
7. Start of Services. The delivery of services requested herein shall commence immediately after acceptance of bids.
8. Effective Date. This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind CCS until the appropriate CCS official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by CCS purchasing official, and that date has arrived or passed. CCS shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on CCS until an encumbrance of funds has been made for payment of the sums due under the contract.
9. Clarifications. Any and all amendments and/or revisions to this document shall be made by written addendum and posted to the CCS website, URL - <http://operations.ccs.k12.nc.us/bid-links/>. Vendors are responsible for reading and understanding any such addenda.

10. Rights Reserved. While CSS has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by CCS to award a contract. Upon determining that any of the following would be in its best interests, CSS may:
  - a. Waive any formality;
  - b. Amend the solicitation;
  - c. Cancel or terminate this RFP;
  - d. Reject any or all proposals received in response to this document;
  - e. Accept any proposal(s) in part;
  - f. Waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
  - g. If the response to this solicitation demonstrates a lack of competition, negotiate directly with one or more Vendors;
  - h. Not award, or if awarded, terminate any contract if CSS determines adequate funds are not available; or
  - i. If all responses are deficient, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.
11. Co-Vendors. Vendors may submit offers as partnerships or other business entities. Such partners or other "co- Vendors", if any, shall disclose their relationship fully to CCS. CCS shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean all such partners or co-Vendors.
12. Submitting a Proposal. Each Vendor submitting a proposal warrants and represents that:
  - a. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
  - b. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by CCS are entirely the responsibility of the Vendor. CCS is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals, in-person interviews, presentations or any other expense incurred in conjunction with the bidding process.
13. All materials submitted in response to this RFP become the property of CCS and are to be appended to any formal documentation, which would further define or expand any contractual relationship between CCS and Vendor resulting from this RFP process.
14. Evaluation Process
  - a) Evaluation Criteria. Overall ranking, based on the table below, may be adjusted up or down when considered with, or traded-off against other non-

price factors. Multiple configuration and pricing options offered by any Vendor may be evaluated separately, on a case-by-case basis. Overall cost will remain the most heavily weighted factor.

b) Proposals will be evaluated on the following ranking scale:

Cost	40%
Meeting requirements & flexibility of pricing/service options	30%
Vendor references & track record	30%

15. Interviews/Presentations. The evaluation committee may request clarifications, an interview with, or presentation from any or all Vendors. However, CCS may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to CCS, to discuss operational and contractual aspects of the proposal.
16. Best and Final Offers (BAFO). If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. CCS may establish a competitive range based upon evaluations of proposals, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". CCS will evaluate BAFOs and add any additional points to the Vendors' respective scores. Points awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned points to attain final scores.
17. Award of Contract. Qualified proposals will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9, applicable administrative rules and all other applicable local procurement codes. The responsible Vendor whose proposal is most advantageous to CCS, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by CCS or the Vendor, CCS reserves the right to accept any item or group of items on a multi-item proposal.
18. Protest Procedures: Protests of an award resulting from this RFP must be submitted to CCS at the address given on the first page of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. All protests will be governed by applicable state, local and federal laws and administrative codes.

**GENERAL CONDITIONS OF THE CONTRACT**

1. Personnel: Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by CCS. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and

references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.

2. Subcontracting. The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide CCS with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that CCS is an intended third party beneficiary of the contract; that the subcontractor has no agreement with CCS; and that CCS shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
3. Vendor's Representation: Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of CCS under this Contract. Vendor will serve as the prime Vendor under this Contract. Should CCS approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
4. Maintenance/Support Services: Vendor agrees to provide the following services:
  - a. Error Correction. Upon notice by CCS of a problem with the services (which problem can be verified), Vendor shall use reasonable efforts to correct or provide a working solution for the problem. CCS shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in conjunction with these services. Vendor and CCS shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.

- b. Material Errors. Vendor shall notify CCS of any material errors or defects in the services known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect or unfavorable, results. Vendor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.
5. Telephone Assistance. Vendor shall provide CCS with telephone access to one point of contact for assistance in billing and to report and resolve service failures and added needs, during normal business hours, 8:00AM-5:00PM Eastern Time, Monday-Friday.
6. Governmental Restrictions: In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to CCS. CCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. CCS may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by CCS. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by CCS, CCS may terminate this Contract and compensate Vendor for sums due under the Contract.
7. Prohibition Against Contingent Fees and Gratuities: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of CCS for the purpose of obtaining any contract or award issued by CCS. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by CCS, except as shall have been expressly communicated to CCS in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of CCS has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by CCS of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1009(f), 06B.1030, or other provision of law.
8. Availability of Funds: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing



availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to the Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. CCS shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

9. Payment Terms: Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. CCS is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. CCS may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than 30 days and approval by the State or Agency, the Agency may:
  - a. Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
  - b. Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however, in no event shall such approval and action obligate CCS to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
  
10. Acceptance Criteria: In the event acceptance of Deliverables is not described in additional Contract documents, CCS shall have the obligation to notify Vendor, in writing ten calendar days following installation of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by CCS shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria CCS may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, CCS reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of CCS within seven (7)

calendar days of notification, unless otherwise agreed by CCS. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.

11. Equal Employment Opportunity: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
12. Inspection at Vendor's Site: CCS reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.
13. Advertising/Press Release: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from CCS or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
14. Confidentiality. In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the competitive bidding process, CCS may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. Seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL," or "TRADE SECRET" as appropriate. By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. CCS may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel CCS to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending CCS, including any public official(s) or public employee(s). The Vendor agrees that it shall hold CCS and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against CCS in the action. CCS agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. CCS shall have the right, at its option and expense, to participate in the defense of the action through its counsel. CCS shall have no liability to Vendor with respect to the disclosure of Vendor's

confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

15. Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from CSS during performance of any contractual obligation from loss, destruction or erasure.

Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of CCS, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. Seq. CCS may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to CCS for Vendor's execution. CCS may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (fax Information Security Guidelines for Federal, State, and Local Agencies), IHPAA, 42 USC 1320(d) (Health Information Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

15. Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
16. Late Delivery, Substitute Services: Vendor shall advise the Agency contact person or office immediately upon determining that services will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute services.
17. Access to Persons and Records: Pursuant to N.C. General Statute 147-64.7, CSS, its Agent, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other local or state governmental agency within the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of five (5) years after the completion of this Contract.

Additional audit or reporting requirements may be required by CCS, if in the opinion, such requirement is imposed by federal, state or local law or regulation.

18. Assignment: Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract: atoning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and CCS setting forth the foregoing obligation of Vendor and Assignee.
  
20. Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to CCS for decision. A claim by CCS shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
  
21. Default: In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by CCS and the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9 herein, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 24 and 25 and the obligation to informally resolve disputes as provided in Paragraph 20 of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. CCS reserves the right to require performance guaranties pursuant to 09 NCAC 068.1031 from the Vendor without expense to CCS. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. If Vendor fails to deliver Deliverables within the time required by this Contract, CCS may provide written notice of said failure to Vendor, and by such notice require payment of a penalty. Should CCS fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to CCS's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by CCS shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure. Vendor shall provide a plan to cure any default if requested by CCS. The plan shall state the nature of the default, the time

required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.

22. Waiver of Default: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or notation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 26 (b) herein below.

23. Termination: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. The parties may mutually terminate this Contract by written agreement at any time. CCS may terminate this Contract, in whole or in part, pursuant to Paragraph 21, or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

a. Termination for Cause: In the event any goods or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, CCS may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 24 and 25 herein. The rights and remedies of CCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to CCS for damages sustained by CCS arising from Vendor's breach of this Contract; and CCS may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

b. Termination For Convenience Without Cause: CCS may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the CCS, CCS will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

24. Limitation of Vendor's Liability:

Where Deliverables are under CCS's exclusive management and control, the Vendor shall not be liable for direct damages caused by CCS's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or

for establishing all proper checkpoints necessary for CCS's intended use of the Deliverables.

The Vendor's liability for damages to CCS for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract. Provided, however, that CCS's Solicitation Documents or the Supplemental Terms and Conditions for Software or Services, if any, may increase Vendor's maximum liability for damages, but in no event shall the liability for damages be less than the total value of the Contract.

The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

25. Vendor's Liability for Injury to Persons or Damage to Property:

The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of CCS, employees of CCS, persons designated by CCS for training, or person(s) other than agents or employees of the Vendor, designated by CCS for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at CCS's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.

The Vendor agrees to indemnify, defend and hold CCS and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.

Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

26. General Indemnity: The Vendor shall hold and save CCS, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in

connection with the performance of this Contract. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and

The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

27. Changes: This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, Qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. CCS shall not be responsible for Deliverables or services delivered without a purchase order from the Agency or State Award Authority.
28. Price Adjustments For Term Contracts: Changes in prices or costs quoted by Vendor may be permitted during the term of the Contract, but shall be subject to the requirements of this Paragraph, and any additional terms of the solicitation document. Permitted changes during the Contract period must be general, either by reason of market change, change in manufacturer's list price or price adjustments authorized by Contract.
29. Notification: Vendor must provide written notification of any proposed pricing change to the CCS Operations Dept. not less than sixty (60) days prior to the desired effective date of any proposed price adjustment. If Vendor is a reseller, MCL, VAR, or other party having a similar relationship with the manufacturer, the notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the price change is general in nature.
30. Decreases: CCS shall receive full proportionate benefit of any decrease immediately upon the effective date at any time during the Contract period.
31. Increases: All prices and costs shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with CCS reserving the right to accept or reject the increase, or cancel the Contract. CCS shall exercise this right not later than 30 days after the receipt by of a properly documented request for price increase. Any increases accepted shall become effective not earlier than 30 days after the expiration of the original 30 days reserved to evaluate the request for increase.
32. Time is of the Essence. Time is of the essence in the performance of this Contract.

33. Date and Time Warranty: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
34. Independent Contractors: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of CCS. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.
35. Transportation: Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
36. Notices: Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail; Commercial Courier or by hand.
37. Titles and Headings: Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
38. Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of CCS and Vendor in conformance with Paragraph 27 herein.
39. Taxes: CSS is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. CSS may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.
40. Governing Laws, Jurisdiction, and Venue:

This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its sites and forum, shall be Cumberland County, North Carolina, where all



matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Cumberland County shall be the proper venue for all matters.

Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

41. Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
42. Compliance with Laws: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
43. Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

## **SPECIFICATIONS:**

### **1. SERVICES REQUIRED**

- A. Pick up, empty and remove with equipment of the Front End Loader Type eight cubic yard containers (402 weekly @ 91 locations). Pick-ups shall be made based on a weekly schedule furnished to the company. Pick-ups must be made at approximately the same time of day at every location so as to avoid the problem of food refuse removal from and additional eating period between pick-ups due to variance in the time of day the stop is made. Scheduled pick-ups shall not be made within less than a 24-hour period of time.

- B. Contractor will observe all usual and customary Cumberland County Board of Education holidays. A restricted summer schedule will also be observed. Michael Royal must approve any changes to the pick-up schedule outlined above. The Cumberland County Board of Education reserves the right to decrease or increase the number of dumpsters, number of pick-ups and number of sites.
- C. Provide emergency pick-ups which are in excess to the regularly scheduled dumps as may be required within twenty-four hours after notification by the Cumberland County Board of Education Environmental Compliance Officer at the unit bid price.
- D. Contractor shall clean up any spillage in dumping or trash blown from the truck at the time of each pick-up.
- E. Contractor shall repair or replace at Contractor's expense within twenty-four hours after notification any damaged containers. Any property (buildings, ground, etc.) damaged by the Contractor in the normal course of doing business shall be repaired at the Contractor's expense within a reasonable length of time.
- F. Scheduled pick-ups, which occur on the Contractor's holidays, will be made the following workday. (Credit will be issued for any day the dumpsters were not emptied.)
- G. Contractor must maintain and staff a local office during normal business hours. All trucks must be equipped with radio communication systems to the local Contractor's office.

## **2. EQUIPMENT REQUIRED**

- A. Provide and place prior the beginning date of this contract at 91 locations listed, eight cubic yard capacity, square, all steel body containers with side loading door and plastic top lids, leak proof, fire resistant, odor resistant and equipped with drain plugs for garbage (and recycling as per the attached listing.)
- B. Containers must be placed on current existing concrete base between July 1 and July 18, 2019. (Designated locations will be placed first to accommodate Child Nutrition Operations during summer activities.) Containers must comply with all Health Department regulations as well as local, state and federal regulations.
- C. Contractor will replace owned dumpsters on an as needed basis upon notification of the Environmental Compliance Officer for the Cumberland County Board of Education.
- D. Contractor shall operate an adequate number of properly equipped Front-End Loader type trucks (with a wind protected opening for the container in dumping) to provide emergency service in case of breakdowns or special requirements by the School System. All equipment (trucks and containers) will

be subject to Cumberland County Board of Education inspection and approval prior to award of contract.

i Number of trucks to be assigned \_\_\_\_\_

ii Description of trucks including Make/Model and year of manufacture:

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**3. BILLING**

A. Billing for garbage pick-up and disposal must be per pick-up for each individual site.

B. Billing should be received no later than the 5<sup>th</sup> day of the calendar month. The Cumberland County Board of Education will make payment monthly.

C. Billing should be as follows:

i. The Cumberland County Board of Education will be billed for the total cost.

ii. Billing will consist of the number of lifts per week per site.

iii. The contractor shall notify the Cumberland County Board of Education in writing of any increase or decrease in Cumberland County Landfill fees. Increase or decrease shall be prorated per the following:

Example:  $(8 \text{ cu. Yds.} \times 85\# / \text{cu. Yd.}) / 2000\# \times \$37 \text{ landfill fee} = \$12.58$

D. Any amendment or change in the terms of this contract must be agreed upon by both parties in written form and made part of this contract.

**EXECUTION OF PROPOSAL FORM  
Cumberland County Board of Education**

**FRONT END LOADER TYPE REFUSE REMOVAL SERVICE CONTRACT**

**OFFER AND ACCEPTANCE:** This solicitation advertises Cumberland County Schools' (CCS's) needs for the services and/or goods described herein. CCS seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. CCS's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, CCS's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor's proposal.

**EXECUTION:** In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion and is not otherwise in violation of state, local or federal procurement and antitrust laws. I furthermore certify that I have read and understand all addenda referencing this RFP. *Failure to execute/sign bid, using this page, prior to being submitted shall render bid invalid.*

Bidder:	Federal ID No.	
Street Address:	P.O. Box:	Zip:
City & State:		
Print Name & Title of Person Signing:	Telephone Number:	
Authorized Signature:	Fax Number:	
Date:	E-Mail:	
Minority Status *:	Form of Minority Certification**:	

\*Non-minority, **Black, Hispanic, Asian/American, White Female, American Indian, Socially and Economically Disadvantaged, Disabled**

\*\*Not Applicable, Local Agency, Self-Identified, State of NC HUB, Federal Agency, State of NC DOT, Out of State Agency, Unknown (Note: In July 2009, businesses will be required to be certified through the State of NC HUB)

**EXECUTION OF PROPOSAL FORM  
Cumberland County Board of Education**

**FRONT END LOADER TYPE REFUSE REMOVAL SERVICE CONTRACT**

Refuse Pick-Up and Landfill Disposal Fee Price Per Pick-Up  
402 (total) garbage pick-ups per week at 90 locations

**Garbage and Landfill Fee**

**8 yard Container – Unit Price per Pick-up**  
(pick up garbage and dispose in Cumberland  
County Landfill)

\$ \_\_\_\_\_

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted, an authorized representative of Cumberland County Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders of the Instructions to Bidders, special terms and conditions specific to this Invitation To Bid, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

**FOR CUMBERLAND COUNTY SCHOOL USE ONLY**

Offer accepted and contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, as indicated on attached certification or purchase order,

By \_\_\_\_\_ (Authorized representative of Cumberland County Schools).

**The Owner reserves the right to reject any and all proposals.**

This Instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer, Cumberland County Board of Education

2019-20 CCS Purchase Order # \_\_\_\_\_

CUMBERLAND COUNTY BOARD OF EDUCATION  
STANDARD ADDENDUM FOR CONTRACT SERVICES  
Effective February 12, 2018

This contract addendum shall be attached to and incorporated by reference as an integral part of each contract which is subject to Cumberland Board of Education Policy Code 6420, "Contracts with the Board," and which pertains to the purchase of materials, equipment, or services, and is entered into by the Cumberland County Board of Education ("Board") and any contractor or supplier ("Contractor").

1. **Iran Divestment Act and Divestment from Companies Boycotting Israel.** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract ( the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

2. **Lunsford Act.** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

3. **E-verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

4. **Policy Compliance.** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

SIGNATURES:

CONTRACTOR

CUMBERLAND COUNTY BOARD OF  
EDUCATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## 2018-2019 School Year Garbage Schedule

Name	Qty	Days	Name	Qty	Days	Name	Qty	Days
Abbott Middle	1	M-W-F	Griffin	1	M-T-W-TH-F	Seventy First Classical	1	M-W-F
Armstrong	1	M-W-F	Hall	1	M-W-F	Seventy First High	2	M-T-W-TH-F
Ashley	1	T & F	Hefner	1	M-T-W-TH-F	Sherwood Park	1	M-W-F
Auman	1	M-W-F	Hillsboro St.	1	W	Smith	2	M-T-W-TH-F
Baldwin	1	M-T-W-TH-F	Honeycutt	1	M-T-W-TH-F	Souders	1	M-W-F
Beaver Dam	1	TH	Hope Mills	1	M-W-F	South View Middle	1	M-W-F
Berrian	1	T & F	Howard	1	T & F	South View High	2	M-T-W-TH-F
Black	1	T & F	Ireland Dr.	1	M-W-F	Spring Lake	1	M-W-F
Brentwood	1	M-T-W-TH-F	Jeralds	1	M-W-F	Stedman Elem	1	M-W-F
Britt	2	M-T-W-TH-F	Lake Rim	1	M-T-W-TH-F	Stedman Primary	1	M & TH
Brown	1	M-W-F	Lewis Chapel	1	M-T-W-TH-F	Stoney Point	1	M-T-W-TH-F
Byrd Middle	1	M-W-F	Long Hill	1	T & F	Sunnyside	1	T & TH
Byrd High	2	M-T-W-TH-F	Manchester	1	M-W-F	VanStory	1	M-W-F
Cape Fear	2	M-T-W-TH-F	Martin	1	M-T-W-TH-F	Walker-Spivey	1	M-W-F
Cashwell	1	M-T-W-TH-F	Massey Hill	1	T & F	Warrenwood	1	T & F
Chestnut	1	M-T-W-TH-F	McArthur	1	M-W-F	Westarea	1	M-W-F
Cliffdale	1	M-T-W-TH-F	Miller	1	M-W-F	Westover Middle	1	M-T-W-TH-F
College Lakes	1	M-W-F	Montclair	1	M-W-F	Westover High	1	M-T-W-TH-F
Collier	1	M-W-F	Morganton Rd.	1	M-T-W-TH-F	Wilkins	1	T & F
Coon	1	M & TH	New Century Elem	1	M-T-W-TH-F	Williams, Mac	2	M-T-W-TH-F
Cumberland Mills	1	M-T-W-TH-F	New Century Middle	1	M-W-F	Willis	1	T & F
Cumberland Road	1	M-W-F	Owen	1	M-W-F			
District 7	1	T & F	Pine Forest Middle	1	M-T-W-TH-F			
Eason	1	T & F	Pine Forest High	2	M-T-W-TH-F			
Eastover-Central	1	M-W-F	Ponderosa	1	M-W-F	<b>Administration</b>		
Ferguson	1	M-W-F	Raleigh Rd.	1	T & F	Board of Education	2	M-T-W-TH-F
Galberrry	1	M-T-W-TH-F	Ramsey St.	1	T & F	Education Res. (ERC)	1	T & F
Glendale	1	M-W-F	Rockfish	1	M-W-F	Gillespie St. (1114)	2	T & F
Alderman	1	M-T-W-TH-F	Ross	1	M-T-W-TH-F	Ops Ctr-Gillespie (810) Trash	1	M-T-W-TH-F
Grays Creek Elem	1	M & TH	Sanford	1	M-T-W-TH-F	Ops Ctr-Gillespie (810) Cardboard	2	M-T-W-TH-F
Grays Creek Middle	1	M-T-W-TH-F	Seabrook	1	M-W-F	Ops Ctr-Gillespie (810) Recycle	1	M-T-W-TH-F
Grays Creek High	2	M-T-W-TH-F			Ops Ctr-Trans. (1014)	1	M-W-F	

## 2018 - 2019 School Year Recycle Schedule

Name	Qty	Days
Cape Fear High	1	M-W-F
Douglas Byrd High	1	T & TH
Douglas Byrd Middle	1	T & TH
Grays Creek High	1	T & F
Grays Creek Middle	1	T & F
Mac Williams	1	W & F
South View High	1	T & F
South View Middle	1	T & F
810 Gillespie St	2	M-T-W-TH-F





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Insurance Company Name (not parent company)	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**    **CERTIFICATE NUMBER:**    **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POF AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	Y					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							UM/UIM * \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED \$      RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Cumberland County Schools is additional insured on the General Liability and Auto Liability policies shown above as respects contract with named insured above.  
 \*Workers compensation coverage must be INCLUDED for the owner and box must be marked "N" as shown above.

If box is checked "Yes": you must list who has been excluded as owner/proprietor/partner/executive/member  
 "UM/UIM" limits must be shown on the certificate.

<b>CERTIFICATE HOLDER</b>  Cumberland County Board of Education Attn: Joe Desormeaux, Assoc. Superintendent, Aux. Svcs. 2465 Gillespie Street, Fayetteville, NC 28306	<b>CANCELLATION</b>  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
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