

STATE OF NORTH CAROLINA

Wake Technical Community College

Invitation for Bid #: 130-WTCC1471119210-25LF

Solid Waste Removal/Recycling Services

Date of Issue: March 21, 2025

Bid Opening Date: April 16, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Landis Fisher

Procurement and Contracts Manager

Email: Infisher1@waketech.edu

Phone: 919-866-5832

STATE OF NORTH CAROLINA

Invitation for Bid # 130-WTCC1471119210-25LF

Solid Waste Removal/Recycling Services

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid. Failure to do so may subject your bid to rejection.

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

STATE OF NORTH CAROLINA Division of Wake Technical Community College

Refer <u>ALL</u> Inquiries regarding this IFB to the	Invitation for Bid #: 130-WTCC1471119210-25LF Solid Waste
procurement lead through the Message Board in	Removal/Recycling Services
the Sourcing Tool. See section 2 <u>.6</u> for details:	Bids will be publicly opened: April 16, 2025 at 2:00 pm
Using Agency: Wake Technical Community College	Commodity No. and Description: 241024 Waste Management Service
Requisition No.:	Services: Solid Waste Removal/Recycling Services

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

 it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INST	RUCTIONS TO VENDORS ITEM #21):	

	PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
Ī	VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ______ day of _____, 20____, as indicated on

The attached certification, by _

(Authorized Representative of Wake Technical Community College)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is to establish a Contract with a qualified Vendor for solid waste removal and recycling services for all nine (9) campuses of Wake Technical Community College (WTCC).

WTCC is North Carolina's largest community college, serving nearly 72,000 adults annually, with six (6) campuses (a seventh campus under construction), two (2) training centers, multiple community sites, and a comprehensive array of online learning options. WTCC is fully accredited by the Southern Association of Colleges and Schools and offers more than 250 associate degrees, diplomas, and certificates that prepare students for university transfer or immediate employment. More than half of those programs can be completed totally online. WTCC also offers short-term, non-degree programs, as well as public safety training, small business support, customized corporate training, and basic skills courses such as English as a Second Language and high school equivalency preparation. Wake Tech also serves high school students at four Cooperative Innovative High Schools in partnership with Wake County Public Schools.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

WTCC reserves the right to extend the Contract after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.3 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <u>http://eprocurement.nc.gov/</u>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.4 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.5 IFB SCHEDULE

The table below shows the intended schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	WTCC	March 21, 2025
Submit Written Questions	Vendor	March 27, 2025
Provide Response to Questions	WTCC	April 2, 2025
Submit Bids	Vendor	April 16, 2025
Contract Award	WTCC	April 22, 2025

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 130-WTCC1471119210-25LF – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening</u>. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <u>https://eprocurement.nc.gov/training/vendor-training</u>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

- 1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
- 2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
- 3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
- 4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
- 5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a 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 determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response-[Section 4-Requirements and Section 5-Specifications and Scope of Work.
- d) Completed version of ATTACHMENT A: PRICING WORKBOOK.
- e) Completed and signed version of ATTACHMENT B: CERTIFICATION REGARDING LOBBYING.
- f) Completed and signed version of ATTACHMENT C: CERTIFICATE OF COMPLIANCE.
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM.
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR.
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.
- k) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL.

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

3.0METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as, but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and

the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of Bidders and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP)*, <u>https://evp.nc.gov</u>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State.
- b) Level of quality provided by the Vendor.
- c) Process and performance capability across multiple jurisdictions.
- d) Protection of the State's information and intellectual property.
- e) Availability of pertinent skills.
- f) Ability to understand the State's business requirements and internal operational culture.
- g) Particular risk factors such as the security of the State's information technology.
- h) Relations with citizens and employees.
- i) Contract enforcement jurisdictional issues.

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING WORKBOOK and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.5 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.6 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract 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 industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. 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. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute Ver: 11/2023 10

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

4.7 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.8 INSURANCE REQUIREMENTS

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- □ Small Purchases.
- □ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00.
- ☑ Contract value in excess of \$1,000,000.00.

4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 SPECIFICATIONS AND SCOPE OF WORK

Wake Technical Community College (WTCC) seeks to establish a Contract with a qualified Vendor to provide solid waste management and recycling services. The services required under the Contract include, but may not be limited to regular trash pickup, cardboard recycling, as well as glass, aluminum, tin, steel cans, newspaper, magazine, plastic, aluminum, construction debris and wooden pallet pickups and evacuations.

All services shall be performed in accordance with the highest industry standards customary for educational facilities and in accordance with all Federal, State, and local laws. The Contractor shall be responsible for ensuring that all its personnel are familiar with and accomplish the functions and tasks as outlined in the Scope of Work, in a way and manner that is consistent with industry best standards.

It is agreed that the Contractor is familiar with all physical and other conditions existing at the sites of the work and all other matters in connection with the work to be performed under this Contract.

5.1 CAMPUSES AND SERVICE/CONTAINER LOCATIONS

Below is a list of campuses and buildings where waste containers are currently located.

a. Southern Wake Campus (SWC): 9101 Fayetteville Road, Raleigh NC 27603.

- b. Stephen C. Scott Northern Wake Campus (SNWC): 6600 Louisburg Road, Raleigh NC 27616.
- c. Perry Health Science Campus (PHSC): 2901 Holston Lane, Raleigh NC 27610.
- d. Public Safety Education Campus (PSEC): 321 Chapanoke Road, Raleigh NC 27603.
- e. Beltline Education Center (BEC): 3200 Bush Street, Raleigh NC 27609.
- f. RTP Campus (RTP): 10908 Chapel Hill Road, Morrisville NC 27560.
- g. Eastern Wake Education Center (EWEC): 519 N Industrial Drive, Zebulon NC 27597.
- h. Wake Tech East Campus: 5401 Rolesville Road, Wendell NC 27591.
- i. Eastern Wake Center 4.0: 5401 Rolesville Road, Wendell Nc 27597.

See EXHIBIT 1 for facility location details and EXHIBIT 2 for Campus Maps showing recycle waste container location details. Service frequency varies at each location and is described in Attachment A – Pricing Workbook. WTCC reserves the right to increase service frequency requests and/or vary pickup schedules.

5.2 COLLECTION SCHEDULE

The current waste collection schedule at each location is as shown in Attachment A - Pricing Workbook. These schedules shall remain the same under the Contract to be established from this solicitation.

Service frequency will vary depending on campus locations. Wake Technical Community College reserves the right to increase or decrease service/pickup times. Services/pickup times will decrease to at least once per week during Fall and Spring Break, Summer Break and Winter Break. The Facility Contract Coordinator will notify the Contractor via e Mail of when to pick up once a week if required.

- a. Contractor is required to collect 100% of the material. If materials are not picked up due to any reason, the Contractor shall be required to return and collect those items on the same day as notified.
- b. If any collection containers are blocked for any reason, the driver is to call WTCC's 24-hour Facilities Help Desk at 919-866-5039. The Facilities Help Desk will then proceed to help get any collection containers unblocked.
- c. If for any reason the Contractor misses one or more collection stops or is asked to return, the Contractor shall make every reasonable effort to collect the missed collection stop the same working day or by 9:00 a.m. of the next business day.
- d. In the event of any destruction, loss of/or damage of property, Contractor shall promptly notify the Facility Contract Coordinator.
- e. All personnel must be dressed in company uniform (shirt at the minimum) at all times for ease of identification. Uniforms must be clean and in good appearance condition.
- f. Personnel must maintain a courteous demeanor when dealing with any faculty, staff, students and visitors.
- g. WTCC's warehouse staff will be responsible for calling the Vendor when warehouse containers are full and due for pick up. Containers must be picked up, discharged and the empty containers delivered back to the warehouse within 24 hours.

5.3 MINIMUM CONTAINER REQUIREMENTS

a. Campuses, buildings and current trash/recycling containers on each campus are listed below. Contractor shall at a minimum, maintain the same number of containers as listed below and provide pick-up/evacuation/ emptying of each container when due. WTCC reserves the right to reduce or increase the number of containers at a site and adjust the days of pick-ups, based on mutually agreed terms and conditions.

				96 yd	96 gal
		8yd	8yd	Commingle	Commingle
Building Name	Campus	Trash	Cardboard	Recycling	Recycling
Eastern Wake	Eastern Wake Education Center	1	1		
Regional Plant 1 Northern Wake Campus		1	1		8
Building B Math & Science Building (NB)	Northern Wake Campus	1	1		4
Building C Physical Plant (NC)	Northern Wake Campus	1	1		4
Building E (NE)	Northern Wake Campus	1		1	4
Building F Regional Plant 2 (NF)	Northern Wake Campus	2	1		4
Building H Health Sciences (NH)	Northern Wake Campus	1	1		
Building J Skilled Trades (NJ)	Northern Wake Campus	1		1	
Building K (NK)	Northern Wake Campus	1	1		
Health Sciences Building	Perry Health Sciences Campus	1	1		2
Perry Health Sciences Health Sciences 2 Building Campus		1			2
Health Education Building Perry Health Sciences		1	1		2
Public Safety Education Public Safety Training Center Campus		1	1		2
Holding Hall (SA) Southern Wake Campus		1	1		2
Pucher-LeMay Hall (SB)	Southern Wake Campus	1	1		2
Howell Library (SD)	Southern Wake Campus	1	1		2
Computer/Engineering (SE)	Southern Wake Campus	1	1		2
Allen Hall (SH)	Southern Wake Campus	1	1		2
Student Services (SL)	Southern Wake Campus	1	1		2
Montague Hall (SM) Southern Wake Campus		1	1		2
Early Childhood & Physical Education (SN) Southern Wake Campus		1	1		2
Automotive & Heavy Equipment (SP)	Southern Wake Campus	1	1		2
Warehouse (WA)	Southern Wake Campus	1	1		2
	Total	24	20	2	52

- b. WTCC uses containers of various sizes. Below are the sizes of containers required under this solicitation. Also see Attachment A Price Sheet.
 - i. 8-yard container for trash.
 - ii. 8-yard container for cardboard.
 - iii. 96-gallon tote for recyclables.
 - iv. SWC-Warehouse-30-yard open top (construction/other debris).
 - v. SWC-Warehouse-30-yard open top (pallets).
- c. Containers must be free of rust and holes.
- d. Containers must be cleaned at least twice annually, both inside and outside to eliminate unpleasant odors that may attract insects or rodents.
- e. Containers shall be identified with the Contractor's name/logo and phone number(s) to be called in emergency situations. Also, each container shall be identified with the type of materials/waste it is meant for.
- f. Upon notification of a need for cleaning or repairs, the Contractor shall pull the container at the earliest convenient time and replace it with a suitable replacement. The Contractor shall have three (3) calendar days from the time of notification to remove the identified container.
- g. For pick up locations situated within gated areas, Contractor shall be required to open any closed gates to gain access and close back the gates when finished. All gates shall be properly closed and secured upon completion of the pickup/service. If any gates are found not functioning, the Contractor shall immediately report this information to Wake Tech Facilities Services.

5.4 COLLECTION VEHICLES

- a. Collection vehicles shall be clean and must maintain a neat appearance at all times. Collection vehicles must be maintained in a rust-free condition, with Contractor's name and logo clearly displayed on the vehicles.
- b. Collection vehicles must also comply with all state and local laws.
- c. Contractor shall be responsible for clean-up of any fluid leaks from their vehicles, as well as solid waste and recycling spillage which may occur while performing the required services and must not place the containers back on top of fluid leaks, solid waste, and recycling materials while on any WTCC campus.

5.5 COLLECTION HOURS

- a. Contractor services and operations shall be conducted in a way and manner that does not create any nuisance or disturb faculty, staff, students, and visitors.
- b. The hours of pickup can be any time before 7:00 a.m. and after 5:00 p.m., Monday through Friday and at any time on Saturdays and Sundays.
- c. In times of inclement weather, holidays or after a normal workday, such overtime work shall be performed at the Contractor's expense, with no additional charge to WTCC.
- d. Collections may be made on Saturdays if a statutory holiday falls during the week.
- e. The same frequency of collection will be required for each week in which holidays occur, except those otherwise arranged with Facility Management. Collection days on holidays will be shifted forward by one (1) day.
- f. WTCC reserves the right to alter collection schedules for its administrative and operational convenience.
- g. Where a collection site is blocked by cars, trucks, etc., it shall be the Contractor's responsibility to contact the Facility Contract Coordinator for assistance in gaining access to the container. If after 10 minutes, the container is still blocked, another attempt to empty the container shall be made before the Contractor's truck leaves campus.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a Contract Manager. The Contract Manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact		
Name:		
Office Phone #:		
Mobile Phone #:		
E-mail:		

The Vendor shall be required to designate and make available to the State a customer service point of contact. The customer service point of contact shall be the State's point of contact for customer service-related issues.

Customer Service Point of Contact			
Name:			
Office Phone #:			
Mobile Phone #:			
E-mail:			

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.3 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall be required to provide solid waste removal/recycling Management Reports for all campus/pickup locations to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated; and notification of any significant deviation from previously agreed upon waste removal plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within seven (7) business days of award of Contract the Vendor shall submit a final work plan and a sample report to the designated Contract Lead for approval.

6.4 VOLUME REPORT

Each year in October, the Contractor shall send a Volume Report to the WTCC's designated Contract Manager (See EXHIBIT 3 - Sample Volume Report). The Volume Report will at the minimum contain the following information:

- Container Quantity: Number of containers available for each campus location.
- Location: Each campus location.
- Frequency Per Week: Average number of weekly pickups during the year.
- Yearly Total: Average Tonnage of amount collected per campus location/per container.
- The Contractor will use an 80%-yield rate of being full for each container.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of services shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services are approved as acceptable by the Contract Administrator.

WTCC shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 INVOICES

- a. Wake Technical Community College uses a 3rd party system (Capturis) to pay invoices for Waste Management.
- b. Each invoice will include campus location (Refer to Container Location), service address, account number for each building, address of each building, invoice date, invoice number. The service period will include the current month being billed for, what items are being serviced such as 8-yard trash, 8-yard cardboard, 96-gallon recycle container, 30 CY roll offs, list each date when pick-ups occurred and other pertinent information as directed.
- c. Each invoice will be sent to the following address for payment:

Wake Technical Community College 9101 Fayetteville Rd. Raleigh, NC 27603

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the WTCC, at the option of the WTCC, for up to two (2) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the WTCC exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. WTCC shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the WTCC's Contract Manager for resolution. Any claims by WTCC shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to 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. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 PRICE ADJUSTMENTS

During the term of this Contract no surcharge increases will be allowed. Any surcharges for increases will be discussed and approved by the Director of Facility Management at the beginning year of each contract term. If an agreement is made an amendment will be completed to update the price sheet. All surcharges will be passed on as cost and not be marked up.

6.10 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the contract administrator.

Any increase in service frequency shall be paid for at prices to be negotiated and mutually agreed between the parties.

Similarly, WTCC reserves the right to add additional service locations under this Contract during the contract period. Services for any additional locations shall be at prices to be negotiated and mutually agreed between the parties.

6.11 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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Vendor:





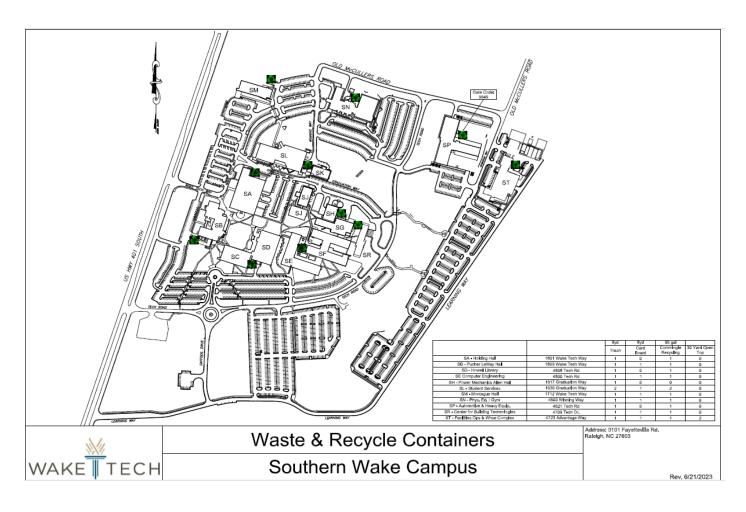
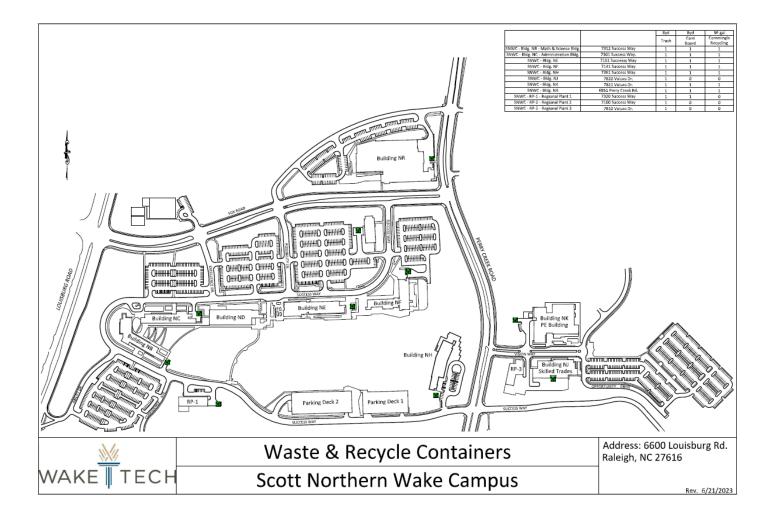
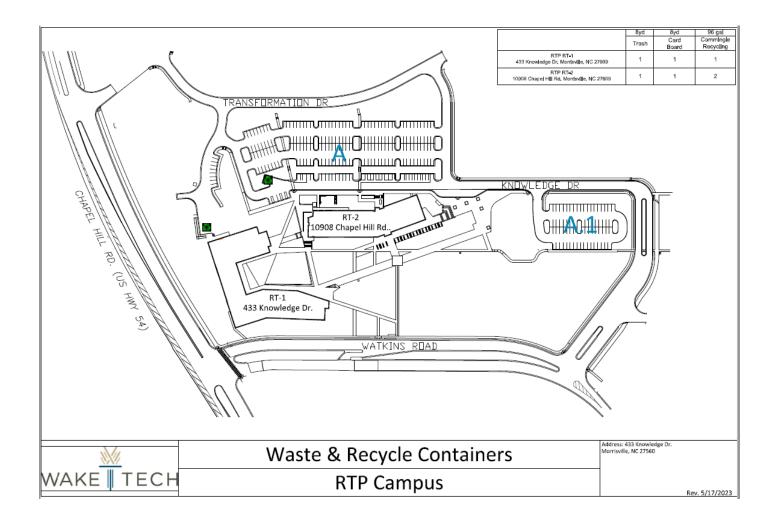
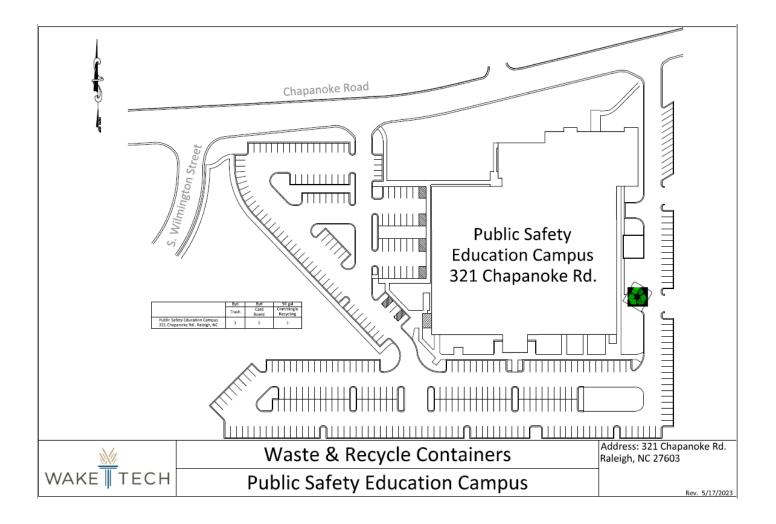


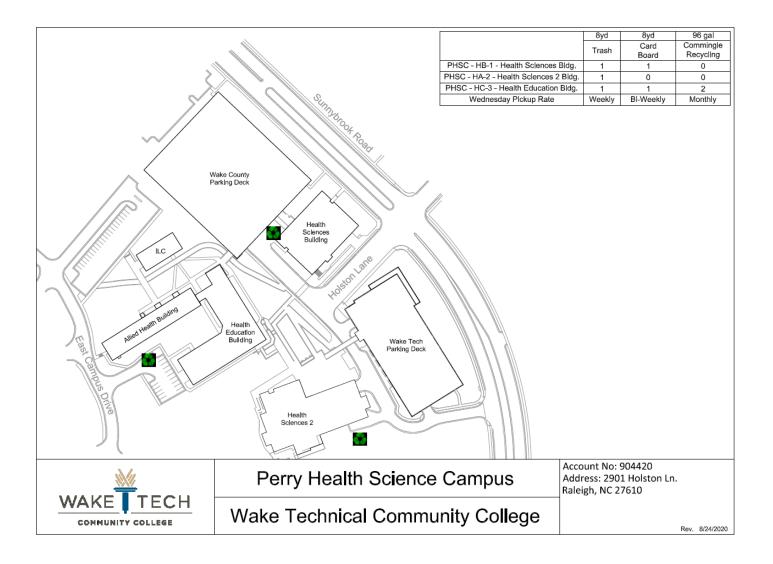
EXHIBIT 2: Campus Maps for Recycle, Trash and Cardboard Container Locations

Vendor: ____

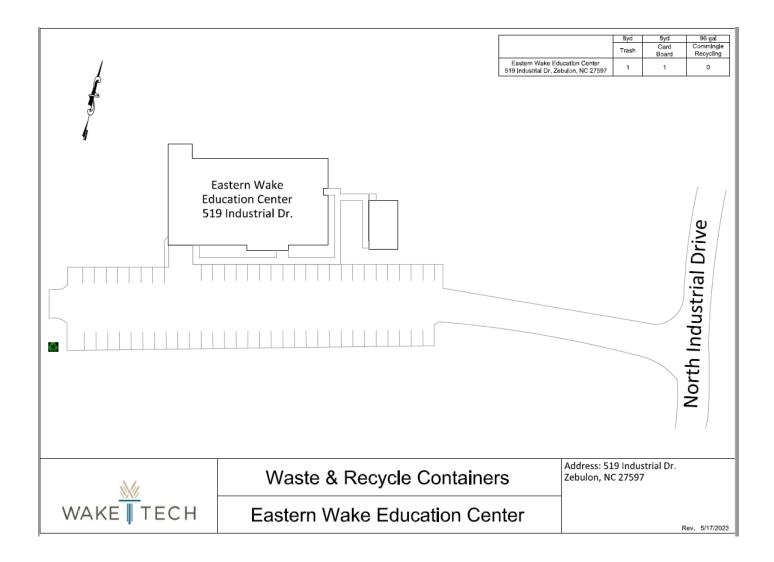


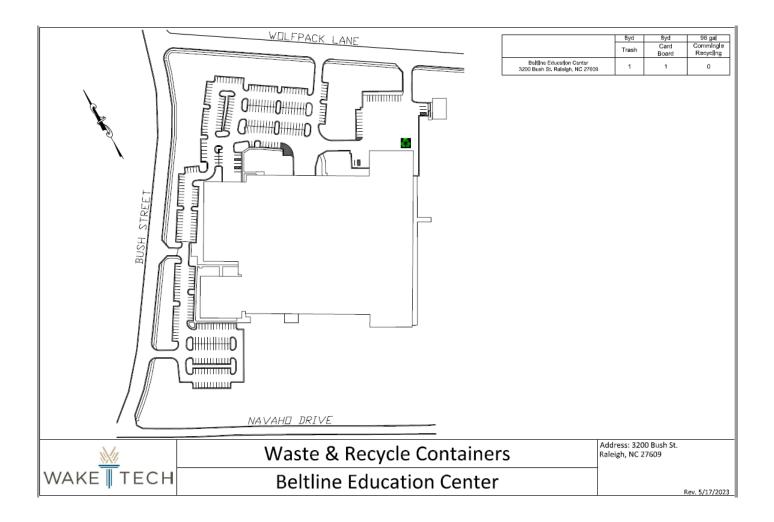




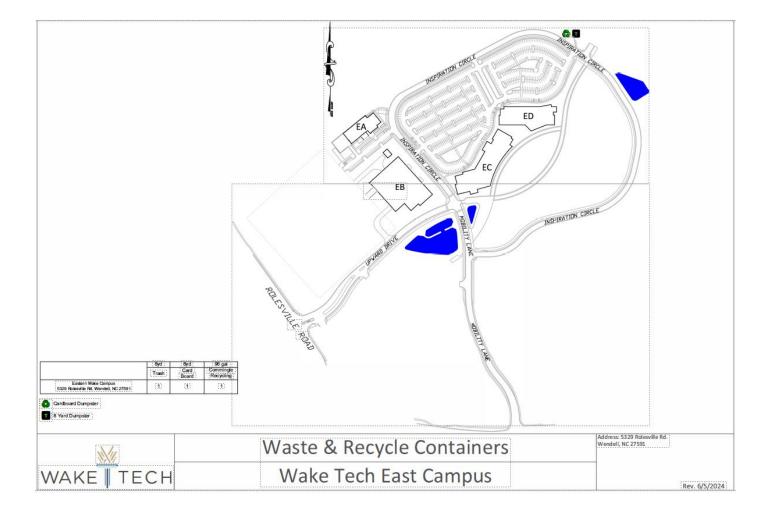


Vendor:





Vendor:



Vendor:_____

EXHIBIT 3: Sample Volume Report

Quanity	8 CY Cardboard	Frequency Pr Wk	Wkly Avg	Yearly Tota
	Health Science Campus			
	South Campus			
	Public Safety			
	Bush Street Zebulon			
	N orth Campus			
	N orth Campus			
	RTP			
	519 Industrial Dr Zebulon			
	4.0 Campus Zebulon			
	20 Yard Open Top			
	30 Yard Open Top			
		Total	pounds for the year	
			80 % yield	

Quanity	8 Yard CY Trash	Frequency Pr Wk	Wkly Avg	Yearly Tota
	Health Science Campus			
	South Campus			
	Public Safety			
	Bush Street Zebulon			
	N orth Campus			
	N orth Campus			
	RTP			
	518 Industrial Dr Zebulon			
	4.0 Campus Zebulon	Total	pounds for the year	-
			80 % yield	

0000	Calendar Year CoMingle Solid Waste Yardage

Quanity	96 Gallon Containers For Recycle	Frequency Pr Wk	Wkly Avg	Yearly Total
	Health Science Campus			
	South Campus			
	Public Safety			
	Bush Street Zebulon			
	N orth Campus			
	N orth Campus			
	RTP			
	518 Industrial Dr Zebulon			
	4.0 Campus Zebulon	Total	pounds for the year	-
			80 % yield	

NOTE Pounds for commingle recycling is a estimate of standard weight of 45 pound per yard.

NOTE Pounds for Cardboard is a estimate of standard weight of 32 pounds per yard.

NOTE Based on 35 lbs per cusbic yard

NOTE: Information can be based on a80% yeild rate of being full