

STATE OF NORTH CAROLINA

Rowan-Cabarrus Community College

Request for Proposal #: 121-040225BB

Waste Management Services

Date of Issue: April 2, 2025

Proposal Opening Date: April 29, 2025

At 2:00 PM ET

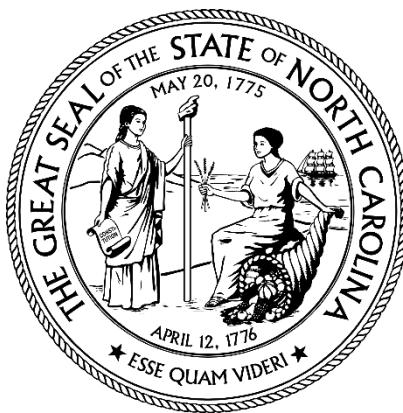
Direct all inquiries concerning this RFP to:

Ben Brown

Facilities Operations & Maintenance Director

Email: ben.brown@rccc.edu

Phone: 704-216-3453



STATE OF NORTH CAROLINA

Request for Proposal

121-040225BB

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g., Social Security 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 is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

STATE OF NORTH CAROLINA
Rowan-Cabarrus Community College

| | |
|---|---|
| | |
| Refer <u>ALL</u> Inquiries regarding this RFP to: <u>Ben Brown</u> <u>ben.brown@rccc.edu</u> <u>704-216-3453</u> | Request for Proposal # 121-040225BB |
| | Proposals will be publicly opened: <u>April 29, 2025 at 2:00 PM</u> <u>Via Zoom (link to be provided via Addendum on April 22, 2025)</u> |
| Contract Type: Open Market | Using Agency: <u>Rowan-Cabarrus Community College</u> |
| Commodity No. and Description: | Requisition No.: <u>N/A</u> |

Emailed responses ONLY will be accepted for this solicitation.

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, 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 RFP, 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. 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 Contract; 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 RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot 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 INSTRUCTIONS TO VENDORS ITEM #12): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE*: | DATE: | EMAIL: |
| <i>*If submitting an electronic response Vendor has two options: 1) Vendor may apply a wet signature, scan, and then upload this attestation page as an attachment for submission through NC BIDS; or 2) Vendor may apply a digital/electronic signature in the designated box, scan, and then upload as an attachment along with its proposal</i> | | |

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: _____ days.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of Rowan-Cabarrus Community college shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accept, and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of Rowan-Cabarrus Community College

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1.0 PURPOSE AND BACKGROUND

Rowan-Cabarrus Community College is a community college located within Rowan and Cabarrus Counties with five campuses.

The purpose of this request for proposal is to establish an all-inclusive service contract for the provision of waste management and recycling services. This will **exclude** any hazardous wastes, oil, antifreeze or Information Technology related equipment disposal. The services will be provided on an agreed upon schedule between the College and the Bidder awarded the contract.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the College/State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. 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 RFP addendum. The College/State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the College/State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions of this RFP, about whether a specific, proposed language modification is acceptable to or will be considered by the College/State. Identification of objections or exceptions to the College/State's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected. A Vendor may, however, attach a separate page to its proposal, titled "Request for Proposed Modifications to Terms and Conditions," and identify specific modifications that it requests the College/State to consider. The College/State will evaluate all proposals without regard to any proposed modifications. Once a proposal has been identified as the one for which an award recommendation has been made but prior to approval of the recommendation, the College/State, in its sole and absolute discretion, may consider any proposed modifications attached to the proposal. Any modification(s) to the terms and conditions agreed to by the College/State will be identified in the Certification of Award. Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the College/State. Only those proposed modifications identified in the award certification shall be part of the Contract, and the College/State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations prior to certification

of award, agree to compromise language concerning one or more proposed modifications. By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the College/State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request.

Contact with anyone working for or with the College/State regarding this RFP other than the College/State Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the College/State's election.

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The College/State will make every effort to adhere to this schedule.

| Event | Responsibility | Date and Time |
|------------------------------------|----------------|--------------------------|
| Issue RFP | College/State | April 2, 2025 |
| Non-Mandatory Pre-Proposal Meeting | College/State | April 15, 2025 |
| Submit Written Questions | Vendor | April 17, 2025 |
| Provide Response to Questions | College/State | April 22, 2025 |
| Submit Proposals | Vendor | April 29, 2025 @ 2:00 PM |
| Contract Award | College/State | May 15, 2025 |
| Contract Effective Date | State | July 1, 2025 |

2.4 NON-MANDATORY PRE-PROPOSAL CONFERENCE

The College will have a non-mandatory pre-proposal meeting on April 15, 2025 at 10:30 AM via Zoom. [A link to the meeting is on page 35 of this document.](#)

The purpose of this Zoom meeting is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this proposal.

Vendors are cautioned that any information released to attendees during the meeting, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to ben.brown@rccc.edu by the date and time specified above. Vendors should enter "**RFP # 121-040225BB Questions**" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

| Reference | Vendor Question |
|--------------------------|----------------------|
| RFP Section, Page Number | Vendor question ...? |

Questions received prior to the submission deadline date, the College/State's response, and any additional terms deemed necessary by the College/State will be posted in the form of an addendum to the North Carolina Electronic Vendor Portal (eVP) , <https://evp.nc.gov> , and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any College/State personnel, whether made in response to a question or otherwise in

connection with this RFP, shall be considered authoritative or binding. Vendors shall rely **only** on written material contained in an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the **email address** indicated in the table below, for furnishing and delivering those items or services as described herein.

| Mailing address for delivery of proposal via US Postal Service | Office Address of delivery by any other method (special delivery, overnight, or any other carrier). |
|--|--|
| PROPOSAL NUMBER: 121-040225BB College.Environment@rccc.edu | PROPOSAL NUMBER: 121-040225BB College.Environment@rccc.edu |
| EMAIL SUBMISSIONS ONLY | EMAIL SUBMISSIONS ONLY |

IMPORTANT NOTE: Submit one (1) electronic copy of the submittal package in Adobe.pdf format. E-mailed submissions are encouraged (Read Receipt Requested) and paper copies are discouraged. All proposals shall be transmitted via email to the email address listed above on or before the proposal deadline in order to be considered timely. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service, is entirely on the Vendor. **It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening.** Any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section for furnishing and delivering the commodity as described herein.

NOTE: The U.S. Postal Service generally does not deliver mail to a specified street address but to the College's Mail Room. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the College's Mail Room on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. **Vendor RFP responses shall include the following items, and those attachments should be arranged in the following order:**

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Company Profile, Qualifications, Staffing Plan and Policies, Operations Plan and Policies
- d) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- e) Completed version of ATTACHMENT A: INSTRUCTIONS TO VENDORS
- f) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- g) ATTACHMENT C: PRICING
- h) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: **"Alternate Proposal #121-040225BB [for 'name of Vendor']"**. Each proposal must be for a specific set of Services

and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the College/State or Other Eligible Entity that places an order with the Vendor.
- c) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- d) **CONTRACT LEAD:** Representative of Rowan-Cabarrus Community College who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the College/State and who will administer this contract for the College/State.
- e) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the College/State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- g) **LOT:** A grouping of similar products within this RFP.
- h) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- i) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- j) **RFP:** Request for Proposal
- k) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- m) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- n) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and College/State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

*The selection of a contractor is planned to be finalized and announced by **May 15, 2025**. Evaluation of proposals will be as noted in Section 3.4 below. All material, equipment and supplies must comply fully with all safety requirements as set forth by all applicable agencies and recognized professional and building standards. Safety Guidelines of Rowan-Cabarrus Community College must be followed and can be found at <https://www.rccc.edu/environservices/college-construction-safety-guidelines/>.*

While the intent of this RFP is to award a Contract(s) to single Vendor, the College/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 RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the College/State to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the College/State's discretion, be disqualified from further evaluation or consideration.

The College/State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the 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 and/or the award of the contract. **A Vendor not in compliance with this provision shall be disqualified from contract award**, unless it is determined in the College/State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the College/State would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The College/State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

The College/State will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.5 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. 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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the College/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 College/State.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not; therefore, all proposals must be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed section 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for proposals, not a request to contract, and the College/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 College/State.

The College/State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the College/State after the initial responses to the RFP have been evaluated.

The College/State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the College/State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the College/State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the College/State.

3.4 EVALUATION CRITERIA

All qualified proposals will be reviewed and the lowest bid meeting the required specifications will be awarded.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the College/State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 PROPOSAL FORMAT

Proposal must be submitted in the form outlined below. See Section 2.6 for Proposal Contents for the order. The materials submitted must be in sequence and related to this Request for Proposal. Each category must be included with the item requested within that category. Rowan-Cabarrus Community College will make no reimbursement for the cost of developing or presenting proposals in response to the request. Proposals are to be brief and to the point.

a) **Company Profile**

History of company, year founded, philosophy or mission statement, description of types and number of accounts served, number or employees, ownership of company and business classification (corporation, partnership, LLC, sole proprietorship).

b) **Qualifications**

1. Each vendor shall submit evidence of qualifications which would influence the ability to perform satisfactorily the waste disposal and recycling services defined elsewhere in this document. Vendor must have been in business for a minimum of five (5) years.
2. Vendor must submit, along with contact name and phone number, at least three (3) accounts serviced by the vendor that are similar in size, type and quality of service to this proposal. Rowan-Cabarrus Community College reserves the right to contact these businesses, institutions, etc. and requires that contact information be included for each account. Failure to comply will result in rejection of proposal.
3. Rowan-Cabarrus Community College wishes to maintain the highest possible standards of cleanliness while also serving our community and students as responsible stewards to our environment. Therefore, responders should provide documentation of their efforts to comply with recycling practices and the proper disposal of waste.
4. Vendor is required to list all contracts lost in the last three (3) years along with reason for cancellation or non-renewal. Rowan-Cabarrus Community College reserves the right to contact these businesses, institutions, etc. and requires that contact information be included for each account. Failure to comply will result in rejection of proposal.
5. Vendor is required to provide ATTACHMENT E: Certificate of Financial Condition.
6. Vendor is required to provide certificate of liability insurance that meets the requirements outlined in the attached contract and in these instructions to contractors within 15 days of award.

4.2 CONTRACT TERM, ADDITIONS/DELETIONS and TERMINATION/CANCELLATION

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within three (3) business days of the Effective Date.

At the end of the Contract's current term, the College/State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The College/State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the College/State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

Additions or Deletions of Buildings or areas are possible, and College will give a Thirty (30) day notice to vendor. **Pricing for additional areas will be based on the same costs as quoted for other similar type and size/room buildings or areas.** The College has buildings under renovation now and also wants the option to add others if others are constructed or removed it, they are being renovated.

In the event Contractor is non-compliant with any portion of the contract, the State/College will give Contractor 30 days written notice to comply. If compliance is unsatisfactory after 30 days, then final written notice may be given to terminate contract 30 days thereafter. Termination may be in whole or in part.

4.3 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. **Vendor shall not invoice for any amounts not specifically allowed for in this RFP.** Complete ATTACHMENT C: PRICING FORM and include in Proposal.

4.4 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.

Invoices must be submitted to the following address:

Rowan-Cabarrus Community College
Attn: Accounts Payable - Contracts
P.O. Box 1595
Salisbury, NC 28145-1595

Or emailed to: ap-contracts@rccc.edu

- b) Invoices must be submitted on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment.
- d) The Vendor's failure to include the correct purchase order number may cause delay in payment.
- e) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor.

4.5 PAYMENT TERMS

- a) The Vendor will be compensated at the rates quoted in the Vendor's cost Proposal. Vendor will not be paid a flat rate per month but will be prorated for days the College is closed and the Vendor is not working on campus.
- b) The Vendor will be paid net thirty (30) days after the Vendor's invoices is approved by the College/State.

4.6 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The College/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 College/State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.7 VENDOR EXPERIENCE, HISTORY AND QUALIFICATIONS

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the College. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.8 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The College/State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal.

| COMPANY NAME | CONTACT NAME | TELEPHONE NUMBER | EMAIL ADDRESS |
|--------------|--------------|------------------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |

4.9 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the College/State. As part of Vendor background, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the College/State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform services under this contract.

4.10 VENDOR'S REPRESENTATIONS

- a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the College/State under this Contract. 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 College/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).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this 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 Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue 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.

5.0 SCOPE OF WORK

The intention of this proposal is to establish an all-inclusive service contract for waste disposal and recycling services for all locations listed in this RFP and any new ones that the College may add during the contract. The Vendor will furnish dumpster containers, recycle carts and recycle bins to collect waste and recycling materials. The services will be provided on an agreed upon schedule between the College and Bidder awarded the contract.

It will be the responsibility of the vendor to provide waste removal services in keeping with high standards for an educational institution from the perspectives of sanitation and public relations. All containers must be kept in good condition and will be replaced or repaired upon request at no additional charge.

To the extent possible, detailed information on locations and containers has been furnished in Section 5.1.12. However, through site visits, actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the vendor to verify locations as deemed applicable for the submission of a proposal.

5.1 GENERAL

- 5.1.1 **Services:** The awarded vendor will provide an all-inclusive service contract for waste removal services for all Rowan-Cabarrus Community College campus locations on an agreed scheduled between the College and the

vendor. The College reserves the right to award more than one vendor, but preference is an all-inclusive service contract with one vendor.

- 5.1.2 Recycling:** Rowan-Cabarrus Community College strives to recycle as much waste as possible. We are mandated by the state to use recycled products and to recycle the products that we use. **The vendor will provide monthly reports** that provide evidence of recycling waste materials. **This report shall include the quantities of recycled materials versus general waste as detailed as possible.**

Are you able to provide the reporting?

Yes _____ or No _____

- 5.1.3 Mixed Recycling:** **The recycling bins will have mixed products, and it will be the contractor's responsibility to recycle properly.**
- 5.1.4 Materials, Supplies and Equipment:** The procurement and maintenance of all equipment required for the successful execution of this contractual obligation will be the contractor's responsibility. It will be the responsibility of the vendor to furnish drivers and vehicles capable of emptying all the containers and dumpsters mentioned in this RFP. The vendor will provide waste removal services in keeping with high standards for an educational institution from the perspectives of sanitation and public relations.
- 5.1.5 Maintenance and Cleaning:** The vendor will be responsible for maintaining the dumpster including broken doors, lids, holes and all other repairs necessary to keep dumpsters in clean, presentable working condition. All containers must be kept in good condition and will be replaced or repaired upon request at no additional charge. The vendor shall be responsible for cleaning the dumpster area from loose debris and/or trash after every service.
- 5.1.6 Changes to Waste Removal Services Required:** Rowan-Cabarrus Community College reserves the right to add and/or delete containers, carts, bin and specialized service from the contract at any time during the contract with a Thirty (30) day notice to vendor.
- 5.1.7 Emergencies:** All emergency conditions must be promptly reported to College Security. Acts of vandalism and malicious damage must be reported to College Security for investigation and documentation.
- 5.1.8 Scheduling:** A current schedule by location is included in the RFP. The College may either add or remove service to the schedule as needed. The College will work with the appropriate representative of the contractor to revise the schedule. **Any changes must be invoiced at the rates in this proposal. There will be no extra charges for deliver or pickup of containers.**
- 5.1.9 Inspections:** The College will perform routine and continuous inspections of waste removal services and inform vendor of any issues.
- 5.1.10 Term:** The contract shall begin on **July 01, 2025 and end on June 30, 2026**, with the option to renew for two (2) additional one-year terms, if mutually agreeable to both parties.
- 5.1.11 Award of Proposal:** The award will be made to the most responsive Vendor who offers the lowest responsible bid that is most advantageous to the College/State in accordance with the proposal requirements in the RFP. Any and all awards to the successful Vendor(s) as described herein are dependent upon and subject to the availability of appropriate funding to the College/State for the purposes set forth in this contract. The College/State reserves the right to accept or reject any proposal offered.

5.1.12 Locations and type of Containers:

| Type of Dumpster | Location | How Often Days Emptied |
|---|-----------------|-------------------------------------|
| Bldg N110 – 8 Cu Yd Dumpster | North | 2 days per week – Tuesday, Thursday |
| Bldg N110 – Four (4) All-In-One Recycling 96 Gallon Bins | North | Pickup 4 bins per 1 time per month |
| Bldg N110 – 8 Cu Yd Recycle Container | North | 1 per week |
| Bldg N105- 8 Cu Yd Dumpster | North | 5 pickup per week |
| Bldg N105 – Twelve (12) All-In-One Recycling 96 Gallon Bins | North | Pickup 12 bins 1 time per month |
| Bldg N105 – 8 Cu Yd Recycle Container | North | 1 per week |
| Bldg N115 – 30 Cu Yd Roll Off Dumpster | North | pickup upon request |
| Fire Training Grounds – 8 Cu Yd Dumpster | North | 1 per week |
| Fire Training Grounds – Three (3) All-In-One Recycling 96 Gallon Bins | North | Pickup 3 bins 1 time per month |
| Fire Training Grounds - 20 yard Roll Off Material: Solid waste/ashes | North | Pick up upon request only |
| Bldg S203 – 8 Cu Yd Dumpster | South | 4 days per week – M-Tu-W-Th |
| Bldg S203 – 8 Cu Yd Recycle Container | South | 1 per week |
| Bldg S208 – 30 Cu Yd Roll Off Dumpster | South | pickup upon request |
| Bldg S203 10 All-In-One Recycling 96 Gallon Bins | South | Pickup 10 Bins 1 time per month |
| Bldg S210 – 30 Cu Yd Roll Off Dumpster | South | Pickup upon request |
| Main Bldg – 8 Cu Yd Dumpster | CBTC | 2 per week – Tuesday, Friday |
| Main Bldg - 8 Cu Yd Recycle Container | CBTC | 1 per week |
| Gated Enclosure – Two (2) - 2 yd wheeled Dumpster | NCRC | 1 per week |
| 2 Cu Yd Recycle Container | NCRC | 1 per week |
| Two (2) - 8 Cu Yd Dumpsters | College Station | 1 per week |
| 4 Cu Yd Recycling Container | College Station | 1 per week |
| 8 Cu Yd Dumpster | ATC | 1 per week |
| 8 Cu Yd Recycle Container | ATC | 1 per week |

Location Addresses:

Rowan County

North Campus

1333 Jake Alexander Blvd. South
Salisbury, NC 28146

Cabarrus County

South Campus

1531 Trinity Church Road
Concord, NC 28027

Cabarrus Business and Technology Center (CBTC)

660 Concord Parkway North
Concord, NC 28027

CBTC Annex

650 Concord Parkway North
Concord, NC 28027

North Carolina Research Campus (NCRC)

399 Biotechnology Lane
Kannapolis, NC 28081

Advanced Technology Center (ATC)

525 John Snow Dr.
Kannapolis, NC 28081

College Station

489 N. Cannon Blvd.
Kannapolis, NC 28081

5.2 OBJECTIVES

Contractor will provide a schedule and pricing to provide the tasks below for waste services at all campuses listed. Any additional services needed in the future during this contract will be based on the prices found in the pricing section.

5.3 TASKS

5.3.1 CONTAINERS/DUMPSTERS:

- 5.3.1.1 Roll Off Dumpsters:** These 30 yard dumpsters are used for renovation or construction type debris. There will be a pickup fee each time a representative of the College requests disposal. The limit per dumpster is 6 tons. Any amount over 6 tons will be paid in addition based on tonnage. There is a monthly rental fee for each dumpster.
- 5.3.1.2 Roll Off Dumpsters:** This one 20 yard dumpster is used for solid waste and ashes from the Fire Training Grounds on North Campus. The ashes have to sit for a specified period of time to dissipate all heat prior to dumping so pick up is upon call only.
- 5.3.1.3 Trash Dumpsters:** These 8 yard dumpsters are for trash at various locations. Each one will be serviced based on the days in the chart in 5.1.12. Price will be by day and calculated for the month. The days of pickup are listed in charge in 5.1.12. The College reserves the right to add or remove days of service or additional dumpsters as needed.
- 5.3.1.4 Other Dumpsters and Recycling Containers:** 8 Yd Recycling Dumpsters and additional 4 yd dumpsters or roll out bins will need to be provided for this service. Include all information in the proposal for recycling.
This should reflect Co-Mingled and Single Stream options.

5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable shall be included.

5.6 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the College/State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 College/State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, the College/State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.7 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the College/State, up to two (2) months after such end date all such reasonable transition assistance requested by the College/State, 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 College/State exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The College/State shall 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.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER, CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the College/State a project manager. The College's Contract Manager is Mike Raney or his designate. The project manager shall be the College/State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, service, billing and vice versa.

6.2 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 the College/State's Contract Lead for resolution. A claim by the College/State shall be submitted in writing to the Vendor's Project Manager for resolution. 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.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the College/State and Vendor. Pricing for changes will be based on the pricing contained within this RFP.

**The remainder of this page is intentionally left blank
Attachments to this RFP begin on the next page.**

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The College/State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the College/State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the College/State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the College/State.
5. **EXECUTION:** Failure to execute page 1 of the RFP ([EXECUTION PAGE](#)) in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the College/State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A College/State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:

- All copies of the proposal are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

- 11. HISTORICALLY UNDERUTILIZED BUSINESSES:** The College/State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the College/State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on College/State contracts.
- 12. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
- 13. INELIGIBLE VENDORS:** As provided in G.S. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
- 14. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the College/State will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the College/State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
- 15. PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://evp.nc.gov> All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
17. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the College/State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the College/State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the North Carolina Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Click on the eVP Solicitations icon, click on Search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on eVP, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) <https://evp.nc.gov> allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
21. **INFORMAL COMMENTS:** The College/State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the College/State during the competitive process or after award. The College/State is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
24. **INSPECTION AT VENDOR'S SITE:** The College/State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the College/State's determination that such equipment, item, plant or other facilities conform

Proposal Number: 121-040225BB

Vendor: _____

with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT:

- a) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the College/State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the College/State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the College/State for damages sustained by the College/State by virtue of any breach of The Contract, and the College/State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the College/State from such breach can be determined. The College/State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the College/State.
- b) In the event of default by the Vendor, the College/State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the College/State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the College/State.

2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The College/State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

4. TAXES: Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of a **correct invoice** or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract.

Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. NON-DISCRIMINATION:

- a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
- b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

9. TERMINATION FOR CONVENIENCE: The College/State may terminate this contract at any time by providing Ninety (90) days' notice in writing from the College/State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the College/State, become its property. If the contract is terminated by the College/State as provided in this section, the College/State shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

10. PROPERTY RIGHTS: All deliverable items produced for or as a result of this contract shall be and become the property of the College/State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the College/State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the College/State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

11. ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina or Rowan-Cabarrus Community College as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the College/State is willing to act as a reference by providing factual information directly to other prospective customers.

12. ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the College/State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the College/State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the College/State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00,

covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **GENERAL INDEMNITY**: The Vendor shall hold and save the College/State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the College/State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the College/State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the College/State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
16. **INDEPENDENT CONTRACTOR**: Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of or have any individual contractual relationship with the Agency.
17. **KEY PERSONNEL**: Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the College's/State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Vendor's proposal.
17. **SUBCONTRACTING**: Performance under The Contract by the Vendor or its employees shall not be subcontracted without prior written approval of the College/State's assigned Contract Administrator. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendors.
18. **CONFIDENTIALITY**: Any College/State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the College/State.
19. **CARE OF PROPERTY**: The Vendor agrees that it shall be responsible for the proper custody and care of any property owned and furnished to the Vendor by the College/State for use in connection with the performance of The Contract or purchased by or for the College/State for The Contract. Vendor will reimburse the College/State for loss or damage of such property while in Vendor's custody.

- 20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the College/State in writing, prior written approval must be obtained from the College/State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a College/State contract to a location outside of the United States.

- 21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- 22. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 23. ELECTRONIC RECORDS:** The College/State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

- 25. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the College/State under applicable law. The waiver by the College/State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

- 26. 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.

- 27. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the College/State under applicable law.

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ATTACHMENT C: PRICING

*****If you are only interested in performing services for one county, only complete the section for that county. Complete all applicable sections and totals.**

ROWAN COUNTY***Waste Disposal Services***

| North Campus | | Per Month | Rental (if applicable) |
|---|-----------------------------|------------------|-----------------------------------|
| Bldg N105 – 8 Cu Yd Dumpster | \$_____ per day-5 days/week | \$_____ | \$_____ |
| Bldg N110 - 8 Cu Yd Dumpster | \$_____ per day-2 days/week | \$_____ | \$_____ |
| Bldg N115 – 30 Cu Yd Roll-Off | \$_____ Pickup & Delivery | | \$_____ |
| Pickup - ON CALL | \$_____ per Ton | | |
| Fire Training – 8 Cu Yd Dumpster | \$_____ per day-1 day/week | \$_____ | \$_____ |
| Fire Training - 20 yard Roll Off Material: Solid waste/ashes | \$_____ Pickup & Delivery | | \$_____ |
| Pickup - ON CALL | \$_____ Per ton | | |
| Total Cost Waste Disposal Services at North: | | \$_____ | \$_____ |

Recycle Services

All locations will be a Minimum of once a week and/or as needed/requested. See Section 5.1.2 for Reporting Requirements.

| North Campus | | Multi-Stream |
|--|--|---------------------|
| Bldg N105 – Twelve (12) All-In-One 96 Gallon | \$_____ Pickup 12 bins 1 time Per month | \$_____ |
| Bldg N105 – 8 Cu Yd (cardboard) | \$_____ 1 day/per wk. | \$_____ |
| Bldg N110 –Four (4) All-In-One 96 Gallon | \$_____ Pickup 4 bins 1 time Per month | \$_____ |
| Bldg N110 – 8 Cu Yd | \$_____ 1 day/per week | \$_____ |
| Fire Training –Three (3) All-In-One 96 Gallon | \$_____ Pickup 3 bins 1 time Per month | \$_____ |

Total Cost Recycle Services at North Campus: \$_____

| | | |
|--|----------------|----------------|
| Total Waste Disposal & Recycle Services | Monthly | \$_____ |
| - Rowan County | Annual | \$_____ |

CABARRUS COUNTY**Waste Disposal Services**

| South Campus | | Per Month | Rental (if applicable) |
|---|-------------------------------|------------------|-----------------------------------|
| Bldg S203 – 8 Cu Yd Dumpster | \$_____ Per day-4 day/per wk. | \$_____ | \$_____ |
| Bldg S208 – 30 Cu Yd Roll-Off | \$_____ Pickup & Delivery | | \$_____ |
| Pickup ON CALL | \$_____ per Ton | | |
| Bldg S210 – 30 Cu Yd Roll-Off | \$_____ Pickup & Delivery | | \$_____ |
| Pickup ON CALL | \$_____ per Ton | | |
| Total Cost Waste Disposal Services at South: | | \$_____ | \$_____ |

CBTC Campus

| | | | |
|--|-------------------------------|----------------|----------------|
| Bldg B401 - Main Bldg – 8 Cu Yd Dumpster | \$_____ per day-2 day/per wk. | \$_____ | \$_____ |
| Total Cost Waste Disposal Services at CBTC: | | \$_____ | \$_____ |

NCRC/ATC Campus

| | | | |
|--|------------------------------|----------------|----------------|
| Bldg C301 - Two (2) - 2 yd wheeled Dumpster | \$_____ per day-1day/per wk. | \$_____ | \$_____ |
| Bldg C302 - 8 Cu Yd Dumpster | \$_____ per day-1day/per wk. | \$_____ | \$_____ |
| Total Cost Waste Disposal Services at NCRC/ATC: | | \$_____ | \$_____ |

College Station Campus

| | | | |
|---|------------------------------|----------------|----------------|
| Bldg K501 - Two (2) - 8 Cu Yd Dumpsters | \$_____ per day-1day/per wk. | \$_____ | \$_____ |
| Total Cost Waste Disposal Services at College Station: | | \$_____ | \$_____ |

Total for all Waste Disposal Services**\$_____****Recycle Services**

All locations will be a Minimum of once a week and/or as needed/requested. See Section 5.1.2 for Reporting Requirements.

South Campus

| | | |
|--|--|---------|
| Bldg S203 – 8 Cu Yd Recycle | \$_____ 1 day/per wk. | \$_____ |
| Bldg S203 – Ten (10) All-In-One 96 Gallon | \$_____ Pickup 10 Bins 1 time Per month | \$_____ |

Total Cost Recycle Services at South Campus: **\$_____**
CBTC Campus

| | | |
|--|-----------------------|---------|
| Bldg 401 - Main Bldg - 8 Cu Yd Recycle | \$_____ 1 day/per wk. | \$_____ |
|--|-----------------------|---------|

Total Cost Recycle Services at CBTC: **\$_____**

Proposal Number: 121-040225BB

Vendor: _____

NCRC/ATC Campus

Bldg C301 - 2 Cu Yd Recycle \$_____ 1 day/per week \$_____

Bldg C302 - 8 Cu Yd Recycle \$_____ 1 day/per week \$_____

Total Cost Recycle Services at NCRC/ATC: \$_____

College Station Campus

Bldg K501 - 4 Cu Yd Recycle Container \$_____ 1 day/per week \$_____

Total Cost Recycle Services at College Station: \$_____

Total for all Recycle Services – Cabarrus County \$_____

| | | |
|--|----------------|----------------|
| Total Waste Disposal & Recycle Services | Monthly | \$_____ |
| - Cabarrus County | Annual | \$_____ |

| | | |
|--|----------------|----------------|
| Total Waste Disposal & Recycle Services | Monthly | \$_____ |
| - Both Counties | Annual | \$_____ |

If awarded both county services, available discount \$_____

TOTAL FOR ALL SERVICES – ROWAN & CABARRUS COUNTIES \$_____

Additional Charges - If Applicable

| | | |
|--|-----------|--|
| Fee for Pickup Service of Roll-Off Container | All sites | |
| Fee for Contaminated Recycle (if applicable) | All sites | |
| Roll-Off Monthly Rental Fee (if applicable) | All sites | |
| Waste/Recycling Overage Fee (if applicable) | All sites | |
| 2 Cu Yd Dumpster Rental (if applicable) | All sites | |
| 4 Cu Yd Dumpster Rental (if applicable) | All sites | |
| 8 Cu Yd Dumpster Rental (if applicable) | All sites | |
| Other Charges (if applicable) | All sites | |

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States ☐ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

Signature

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

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

Date of latest audit: _____

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

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

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

Signature Date

Printed Name Title

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

ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☐ **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If so, state HUB classification: _____

Signature

ZOOM LINK FOR April 15, 2025 @ 10:30 AM NON-MANDATORY PRE-PREPOSAL MEETING

Join Zoom Meeting

<https://rccc-edu.zoom.us/j/92202282960>

Meeting ID: 922 0228 2960

One tap mobile

+13017158592,,92202282960# US (Washington DC)

+13052241968,,92202282960# US

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

Meeting ID: 922 0228 2960

Find your local number: <https://rccc-edu.zoom.us/j/92202282960>

Join by SIP

- 92202282960@zoomcrc.com

Join by H.323

- 144.195.19.161 (US West)
- 206.247.11.121 (US East)
- 159.124.132.243 (Mexico)
- 159.124.168.213 (Canada Toronto)
- 159.124.196.25 (Canada Vancouver)

Meeting ID: 922 0228 2960