STATE OF NORTH CAROLINA

North Carolina Department of Agriculture & Consumer Services

Invitation for Bid #: 10-IFB-2307853374-YB

Trash Dumpster Rental for the State Fair

Date of Issue: August 20, 2026

Bid Opening Date: September 15, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Yasser Babiker

Procurement Specialist

Email: yasser.babiker@ncagr.gov

STATE OF NORTH CAROLINA

Invitation for Bid

10-IFB-2307853374-YB

____

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

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

____

Vendor Name

____

Vendor eVP#

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

STATE OF NORTH CAROLINA Division of Department of Agriculture and Consumer Service	
Refer *ALL* Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section _2.6_ for details: **Yasser Babiker**	**Invitation for Bid No.: 10-IFB-2307853374-YB** **Bids will be publicly opened: September 15,2026 at 2:00 PM ET** ________________________________ **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/242328550541021?p=0tb99IUKGrSvtr7AbF **Meeting ID: 242 328 550 541 021** **Passcode: NE7o5RZ2** Need help? | System reference **Dial in by phone** +1 984-204-1487,,610790119# **United States, Raleigh** Find a local number **Phone conference ID: 610 790 119#** **Join on a video conferencing device** **Tenant key: ncgov@m.webex.com** **Video ID: 118 985 855 2** More info **For organizers:** Meeting options | Reset dial-in PIN
Using Agency: Department of Agriculture & Consumer Services – State Fair **Requisition No.: RQ290790**	**Commodity No. and Description: 761216 - Nonhazardous waste disposal**

EXECUTION

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

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	**DATE:**	EMAIL:

<u>VALIDITY PERIOD</u>

Offer shall be valid for at least One hundred and twenty (120) days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

<u>ACCEPTANCE OF BIDS</u>

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

<u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this________ day of __________, 20____, as indicated on

The attached certification, by ____.

(Authorized Representative of NC Department of Agriculture & Consumer Services)

Contents

1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Agriculture on behalf of the North Carolina State Fair (NC State Fair) is seeking qualified vendors for the purpose of this Invitation for Bids, to establish an Agency Specific Contract to provide waste removal services and the rental of dumpsters at the fairgrounds for the day-to-day operations and during the annual NC State Fair. This solicitation involves the removal of Municipal Solid Waste (MSW) and Yard Wates (C&D) Construction Debris, and Recycling materials like aluminum, cardboard, plastics, and glass. It requires the vendor to provide rental services for specified dumpsters, trash compactor(s), rolling trash toters and roll-off containers for waste collection, lift trucks to empty all dumpsters including 4 cy rolling dumpsters owned by the Fair, pack truck and the ability to transport toll-off dumpsters to an approved waste collection site and/or return the empty dumpsters to the fairgrounds. The Vendor shall adhere to all applicable environmental and regulatory requirements. It is the intent of this solicitation to describe the activities of the NC State Fair in the best possible manner for understanding the routine of removal of MSW garbage, C&D material, yard waste, and recycling from this facility. This context is representation of what happens regularly, and all efforts are made to plan.

The daily use of the fairgrounds requires organic and inorganic waste to be removed on a regular basis. To keep the grounds, clean of waste, the services are required as outlined in the solicitation. It is estimated that the make-up of the services are as follows: Municipal Solid Waste 50%; Yard Waste 30% and C&D Construction 15% and Recycling 5%. During the annual NC State Fair, services is required daily and continuously during the eleven (11) days and a specified time period after the fair has ended.

The NC State Fair owns thirty-four (34) estimated 4CY rolling dumpsters which are included for servicing. The NC State Fair leases 40CY roll-off and/or 30CY and 20CY roll-off dumpsters, 8CY dumpsters with side doors for garbage MSW, and 8CY dumpsters for cardboard recycling collection and disposal of contents on a weekly basis. The leased dumpsters are placed at strategic locations throughout the 344 acres of land and more than 400,000 total square feet of building space on the fairground complex.

On-call servicing and scheduled servicing is provided for the routine annual services and during special events, such as but not limited to the Got to Be NC Festival, Home Shows, Livestock Events, Circus, Greek Festival, Farm Show and the annual NC State Fair. For the month of October, the NC State Fair generates an exceptional amount of waste, organic and inorganic, which requires special planning. Organic waste from the livestock shows must be removed within hours to allow for livestock turnover. Additional dumpsters are needed to contain debris generated in addition to the ones already on site for the routine annual services. Collection is needed for the duration of the fair activities.

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

1.1 CONTRACT TERM

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

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

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

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	08/20/2026
Site Visit	State	09/01/2026 at 10:00 AM
Submit Written Questions	Vendor	09/08/2026
Provide Response to Questions	State	09/10/2026
Submit Bids	Vendor	09/15/2026 at 02:00 PM ET
Contract Award	State	TBD

2.5 SITE VISIT

Mandatory Site Visit

Date: 09/01/2026
Time: 10:00 AM Eastern Time
Location: North Carolina State Fair
Wesley Wyatt Admin Building
4285 Trinity Road
Raleigh, NC, 27607
Contact #: 919-839-4536

<u>**Instructions**</u>: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED.

Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors must stay for the duration of the site visit . No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

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

2.6 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 10-IFB-2307853374-YB – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

2.7 BID SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.

3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

2.8 BID CONTENTS

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

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

a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
c) Completed version of ATTACHMENT A: PRICING
d) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
e) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
f) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE BIDS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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

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

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

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual 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 State:

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

3.5 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the

Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

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

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 FINANCIAL STABILITY

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

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

4.3 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.4 BACKGROUND CHECKS

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

4.5 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.6 VENDOR'S REPRESENTATIONS

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

4.7 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☐ Small Purchases

☐ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☒ Contract value in excess of $1,000,000.00

4.8 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.9 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.
A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

. **Vendor has registered with the North Carolina Secretary of State: Yes☐ No ☐**

5.0 SPECIFICATIONS AND SCOPE OF WORK

The daily use of the fairgrounds requires organic and inorganic waste to be removed on a regular basis. To keep the grounds clean of waste, the services are required as outlined in the solicitation. It is estimated that the make-up of the services are as follows:

- Municipal Solid Waste 50%;

- Yard Waste 30% and
- C&D Construction 15% and
- Recycling 5%.

During the annual NC State Fair. Service is required daily and continuously during the eleven (11) days and a specified time period after the fair has ended.

The NC State Fair owns thirty-four (34) estimated 4CY rolling dumpsters which are included for servicing. The NC State Fair leases 40CY roll-off and/or 30CY and 20CY roll-off dumpsters, 8CY dumpsters with side doors for garbage MSW, and 8CY dumpsters for cardboard recycling collection and disposal of contents on a weekly basis. The leased dumpsters are placed at strategic locations throughout the 344 acres of land and more than 400,000 total square feet of building space on the fairground complex.

On-call servicing and scheduled servicing is provided for the routine annual services and during special events, such as but not limited to the Got to Be NC Festival, Home Shows, Livestock Events, Circus, Greek Festival, Farm Show and the annual NC State Fair. For the month of October, the NC State Fair generates an exceptional amount of waste, organic and inorganic, which requires special planning. Organic waste from the livestock shows must be removed within hours to allow for livestock turnover. Additional dumpsters are needed to contain debris generated in addition to the ones already on site for the routine annual services. Collection is needed for the duration of the fair activities.

5.1 SPECIFICATIONS

LOCATION OF SERVICE:

NC State Fair
4285 Trinity Road
Raleigh, NC 27607

1. The contract includes removal of Municipal Waste, Yard Waste, Construction Debris, and Recyclable materials such as cardboard, plastics, aluminum and glass.
2. NC State Fair owns approximately thirty-four (34) 4CY rolling dumpsters and they are to be included in servicing.
3. The services for normal operations shall be provided monthly and during special events such as but not limited to the Got to Be NC Festival, Home Shows, Livestock Events, Circus, Greek Festival, Farm Show and the annual NC State Fair.
4. The annual State Fair is held in October each year. Additional containers will be required with servicing Roll off trucks, pack track, and front-end trucks with operators are also required.
5. The actual number of hauls, tons and dumps will vary each year. The estimated numbers for bid purposes and pricing are listed in the cost table.
6. There is no guarantee on the number of dumpsters that will require service. Servicing is for dumpsters that are full and ready to be emptied. The Vendor may charge only for the actual number of dumpsters emptied.
7. Billing for the annual NC State Fair is to be separated from the normal day-to-day operations.
8. Vendor is to make any required coordination with city/county landfill for dumping site for NC State Fair generated waste. This is to include any additional operation hours required during the annual state fair, e.g. (night hours and weekends, Saturdays and Sundays).
9. Vendor may be required to furnish dumpsters and perform hauls, roll off trucks/ operators, front end trucks and operators for special events taking place at the fairgrounds during the life of the contract.
10. Dumpsters will need to be switched out or need to be relocated to another part of the property during the contract term. This will occur more often during the annual State Fair in October.

11. Any requirements outside the scope of this contract shall be handled separately in accordance with the Purchasing Policy and approved by the Contract Administrator. A separate purchase order(s) may be required.

12. The 8CY dumpsters required shall be:

A. Recycling: Side doors, that slide, and plastic or rubber top flip lids. Recycling should be different colors with side doors, openings in front, upper back needs to have a "notch" or "slant" with straight front and back sides and marked appropriately. Must have logo with contact information on all dumpsters.

B. MSW: Sliding doors on each side and rubber or plastic top flip lid (MSW garbage) upper back needs to have a "notch" or "Slant" with straight front and backsides and marked appropriately. Must have logo with contact information on all dumpsters. Shall have plug installed on front or back corner in order to keep leaking from occurring. Must be in compliance with local. state, federal health regulations. Require bottom portion of dumpsters be designed in a way compatible with our equipment so the NC State Fair can hook, lift and move in a proper safe manner.

13. Meetings with the Contract Manager and/or other Fair staff may be requested throughout the contract period. The Vendor will be required to meet during the planning for the annual NC State Fair and at the conclusion and Got to Be NC Festival. Dates will be arranged by the Contract Manager. State Fair planning meetings may begin as early as May and will occur on fairgrounds site.

14. The Vendor shall deliver dumpsters to the fairgrounds and place them throughout the complex as requested. The Contract Manager will work with the Vendor for placement. This includes the initial delivery, during the contract term, the removal of containers during the contract and upon the end of the contract.

15. Vendor warrants that all dumpsters furnished under this contract will be of good material and workmanship and visually good appearance. Shall have plugs installed in lower front or back corner of 8CY dumpster in order to keep from leaking. Must adhere to local, state and federal health regulations. The Vendor's name and contact information shall be visible on the exterior of each dumpster. It is the responsibility of the Vendor to maintain dumpsters for repairs, painting, etc. (this does not include those owned by the State). The right to determine if the container is not acceptable in function and appearance is at the sole discretion of the State. It should be replaced at the agreed upon date made between the Vendor and the Contract Administrator.

16. A ticket shall be provided for each scheduled or on-call pick for each haul, lift, 'Switch-out and relocation of a dumpster (includes all 20CY, 30CY, 40CY open top for waste, yard waste, 8CY, 8CY recycle cardboard and 4CY NC State Fair dumpsters). The ticket should include company name, truck#, time, date, customer name and address, service address, quantity, description of the service, size/charge, driver signature and customer signature. This is to be performed for the entire contract to include routine, annual, State Fair, livestock residue and after closing day.

17. The Fair will set up a staging area for all 8CY dumpsters and 4CY Fair owned dumpsters to make it accessible for the vendor to service. The Fair staff is responsible for moving the full dumpsters to the designated area for servicing and separating them from the empty ones. This is generally in a gravel area near Gate 9. The staging area will be in a different accessible location for the Farm Show, Got to Be NC Festival and State Fair. Changes to any staging area will be provided in advance to the vendor.

18. There is one (1) 40CY dumpster for waste located on Southside of Kelley Building and one (1) 40CY for yard waste located at Gate 8 area. These are for use all twelve months.

19. During the year, other dumpsters may be required (20CY, 30CY and 40CY) and these will be requested as needed and the vendor will be notified of the location for servicing.

20. Landfill rates are to be provided based on the current rate. However, during the contract period the possibility may arise in which the landfill will change rates including any renewal period, either decrease or increase. Any decrease in the rate shall be passed to the State and billed at the lower rate. In the event rate change is for an increase and the Vendor requests an increase, the information shall be submitted to the Purchasing Office. Proof shall be submitted with any price increase request due to landfill pricing changes. Submit proof from the landfill which may be a letter of notification of a price change, the cost per ton and the effective date. Requests without proof from the landfill will not

be considered. Once received, the information will be evaluated and if approved, shall be in effect from the approval date forward

21. All dumpsters must have stickers with logo and how to contact Vendor on all dumpsters and containers.

22. NC State Fair Management has the right to request a container, dumpster to be removed if it is leaking, has graffiti on it, or is showing a significant amount of rusting.

- **CHART – DUMPSTERS AND SERIVCES**

The following represents anticipated quantities to meet the needs for normal operations and during the annual fair.

Contract Manager will confirm actual quantities. (Additional dumpsters, services, etc. may be required during the contract period and any renewal period.)

<u>Normal Operations Description</u>

Lift /disposal/ (8cy / MSW) 5,000 lifts
Lift/ disposal/ (4cy / MSW) 5,000 lifts
Lift/ disposal/ (8cy /Cardboard/ Recycling) 4,850 lifts
Lift/ disposal/ (4cy / Cardboard/ Recycling) so lifts
Hauls for 40 cy containers 100 / hauls (varies)
Hauls for 30 cy containers 530 / hauls (varies)
Hauls for 20 cy containers 10 / hauls (varies)

<u>Annual NC State Fair October 16-26, 2025 (Totals are in addition to those above)</u>

<u>Description</u>

Lift/ disposal/ (8cy MSW) 2,000 lifts
Lift/ disposal/ 4cy / MSW) 2,500 lifts
Lift/ disposal/ (8cy /Cardboard/ Recycling) 1,000 lifts
Lift/ disposal/ 4 cy /Cardboard/ Recycling) 50 lifts
Hauls for 40 cy containers 440 hauls (varies)
Hauls for 30 cy containers 900 hauls (varies)
Hauls for 20 cy containers 20 hauls (varies)

- **<u>ROUTINE ANNUAL SERVICES</u>**

<u>LEASING:</u>

1. (30) 40 CY Dumpster - open top
2. (90) 30 CY Dumpster - open top
3. (1) 20 CY Dumpster- open top
4. (24) 8 CY MSW/Garbage Dumpster- with sliding doors on each side and rubber or plastic top
5. (8) 8 CY cardboard Dumpster-with side doors shut to eliminate contamination and plastic or rubber top flip lids for cardboard recycling with slot in front and sliding doors
6. (1) Self-Contained 35 yd Compactor
7. (1) Self-Contained 35 yd Compactor Cart Tipper
8. (200) 95 Gallon Toters

<u>SERVICING</u>

1. This is an on-call service for 30 and 40 CY open top roll - dumpsters, 8 CY waste and recycling dumpsters as well as 4 CY rolling dumpsters
2. Service is to be provided each Tuesday morning before 9am, Wednesday before 9am, and Friday after lunchtime unless changed due to a scheduled event or other circumstances. Will notify in advance

3. The following schedule is for the lifts and dumps:
    a. Tuesday- 9:00am for MSW and 12:00pm for recycling
4. The 8-yard recycling containers need to be emptied one (1) time a week before 9:00 am on Tuesday
5. A designated State Fair employee will be responsible for moving the full 8 cubic yard side door garbage containers, 4 cubic yard containers owned by the NC State Fair and 8 cubic yard cardboard recycling containers to a safe and accessible location. The Vendor will be made aware of the placement.
6. The driver shall arrive on the fairgrounds with an empty truck.
7. The Contract Administrator will coordinate with the Vendor.
8. During the Got to Be NC Festival, Home Shows, Circus, Livestock Show, and Greek Festival; additional dumpsters may be required. These will be coordinated with the Vendor, and they are to be billed the monthly rate listed on the Pricing page.

- **ANNUAL STATE FAIR-OCTOBER**

The trash and waste generated during the eleven (11) day fair shall be removed before the Fair opens each day. Services provided during this time period is of the utmost importance.

Safety is always at the fore front when doing these cleanup tasks. Coordination of the schedule during the 11-day Fair with the vendor is to keep patrons, vendors, concessionaires and ride operators safe. There are times when State Fair Management will determine to keep gates open longer than anticipated or other uncontrollable circumstances arise. No equipment, front end trucks, pack truck or roll- off trucks are allowed to begin dumping related tasks until contract administrator, or 2nd shift supervisors deems it appropriate.

1. The number of containers needed during the annual NC State Fair is in addition to the ones already on site for normal operations

2. Provide a total of eighty-three (83) 8 cubic yard dumpsters with sliding doors on each side and plastic or rubber top flip lids. Must have plugs installed on the bottom front side in compliance with local, state and federal health regulations.

a. Dumpsters shall be emptied each night when the State Management determines it best to get on the grounds and when gates are closed.

b. The Vendor will need to coordinate with the 2nd shift supervisors on what garbage and recycling tasks need to be completed.

3. Provide twenty (20) which consists of 8CY dumpsters for cardboard recycling.

a. Dumpsters shall be emptied each night when State Fair Management determines it best to get on the grounds and when the gates are closed.

b. The vendor will need to coordinate with the 2nd shift supervisor on what recycling tasks need to be completed.

4. Dump all full 4CY rolling dumpsters owned by the Fair each night.

5. Provide fourteen (14) 30CY open top roll off containers located in various places on the grounds for regular MSW waste and sometimes C&D materials.

6. Provide (1) 20CY comingle open top container for comingle / (plastic bottles and cans). No glass objects considered. Contract administrator or 2nd shift supervisor will determine how regularly containers should be dumped. Schedule depends on how much comingle accumulates each day during the State Fair.

7. Provide two (2) 40CY open top roll-off containers to be placed in off-site parking lots: (1) in Cardinal Lot, (1) in Dogwood Lot. Contact the Contract Administrator for the exact placement location. Work with Shift Supervisors to determine how regular containers should be dumped.

8. Provide two (2) 40CY open top roll-off containers to be placed at the end of the road behind the Jim Graham Building

a. These will be used for the disposal of livestock materials

b. Shall be dumped each night

c. Coordinate with the 2nd shift supervisor

d. These will remain in the same area, will be utilized and need to be emptied post annual State Fair.

9. Provide two (2) front-end trucks and operators every night except the last Sunday of the Fair.

10. Shall coordinate in advance of the Fair so everybody knows what is expected. Shall remain on grounds until all full 8CYc waste dumpsters, 8CY recycling dumpsters and 4CY rolling dumpsters owned by State Fair are completely emptied. State Fair Shift Supervisors can assess and determine when trucks can depart the Fairgrounds.

11. Provide two (2) roll off trucks/ operators for hauling all full 20CY, 30CY and 40CY containers.

   a. Empty all full containers the night before the Fair and every night during, except the last Sunday.
   b. There will be a meeting in advance where all the specifics will be worked out.
   c. Dumping tasks will be coordinated with the Contract Administrator and 2nd shift supervisors.

12. Pack truck/ operator expected the night before State Fair begins and every night during the fair except the last Sunday. State Fair staff on 2nd shifts will walk behind pack trucks, empty all full 55-gallon trash cans and pick up any loose trash, debris, etc. as they make their way around the State Fairgrounds.

a. Empty all full containers night before Fair and every night during except last Sunday.
b. There will be a meeting in advance where all specifics will be worked out.

c. Dumping tasks and route taken each night will be coordinated with contract administrator and 2nd shift supervisor.

SERVICES FOR LIVESTOCK SHOW RESIDUE: STATE FAIR

13. Provide a total of sixteen (16) 30CY open top containers for each of the three (3) different livestock turnovers.

14. Provide two (2) roll-off trucks and operators for hauling of 30CY and 40CY open top roll off dumpsters. They will need to be on site at specific times determined by State Fair Management. We must wait for all livestock, people, trailers, etc. to leave the building before turnover can begin. Sometimes livestock events run longer than initially anticipated. State Fair Management will have a meeting to coordinate in advance of the State Fair. They will need to stay on location until the buildings are completely cleaned out and all containers removed. 2nd shift supervisors will work closely with drivers and will keep apprised when they can leave.

15. The turnovers are to take place the first Sunday, Wednesday and second Thursday. State Fair Management will have a meeting to coordinate well in advance. There are circumstances which sometimes arise, and we might have to change time frame

16. The details for the time and location will be finalized closer to the Fair time. Contact Administrator, 2nd shift supervisor will keep drivers informed about what is expected during these turnovers. State Fair Management plans on having a strategy meeting in advance of State Fair to go over all the specifics.

17. Coordination will need to be made with the contract administrator and 2nd shift supervisor.

18. Services are required until all livestock residue is completely removed from all locations. The residue will mainly be animal manure, sawdust and shredded bark. Some garbage and inorganic materials may be included. The waste shall be taken to a facility permitted to accept this type waste.

19. Designated State Fair staff will be responsible for loading dumpsters and operating the different types of loaders.

AFTER CLOSING DAY OF FAIR

20. The five days following the closing day of the State Fair (Monday through Friday), a front-end truck and driver shall be on site at 7:00 AM with an empty truck. Servicing will begin and the truck remains on site until at least 6:00PM unless notified by the contract administrator. State Fair Management will coordinate and make the operator aware of where the agreed-upon designated bumping area will be setup a couple days in advance: an accessible location for all involved.

21. Roll-off trucks will continue removing full dumpsters and any remaining dumpsters until the State Fairgrounds is completely clean of debris. It might continue through the end of November. It just depends on such circumstances as weather, how quickly the State Fair Maintenance staff gets debris removed from grounds and whether various tents are in the way making it hard to complete these clean up tasks.

22. Once all forty-nine (49) additional dumpsters are emptied then contract administrator shall coordinate with vendor on when to retrieve dumpsters. Logistically the State Fair Management shall be notified when this will occur and whether a lift will be needed or if vendor is planning on using their lift in order to load dumpsters on flatbed truck.

23. Landfill rates are to be provided based on the current rate. However, during the contract period the possibility may arise in which the landfill will change rates including any renewal period, either decrease or increase. Any decrease in the rate shall be passed on to the State and billed at the lower rate. In the event rate change is for an increase and the Vendor requests an increase, the information shall be submitted to the Purchasing Office. Proof shall be submitted with any price increase request due to landfill pricing changes. Submit proof from the landfill which may be a letter of notification of a price change, the cost per ton and the effective date. Requests without proof from the landfill will not be considered. Once received, the information will be evaluated and if approved, shall be in effect from the approval date forward.

24. Vendor warrants that all dumpsters furnished under this IFS will be of good material and workmanship and are in visually good appearance. Shall have plugs installed in lower front or back corner of 8-yard dumpster in order to keep from leaking. Must adhere to local, state and federal health regulations. The Vendor's name and contact information shall be visible on the exterior of each dumpster. It is the responsibility of the Vendor to maintain dumpsters for repairs, painting, etc. (this does not include those owned by the State). The right to determine if the container is not acceptable in function and appearance is at the sole discretion of the State. It should be replaced at the agreed upon date made between the Vendor and the Contract Manager.

5.2 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do <u>not</u> list objections to the North Carolina General Terms and Conditions in this section.

____

____

6.0 CONTRACT ADMINISTRATION

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

CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

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

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 ACCEPTANCE OF WORK

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

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

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

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

6.7 ATTACHMENTS

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

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7.0 ATTACHMENT A: PRICING FORM

Annual Cost

Item	QTY	UOM	Description	Unit Price-PER Delivery, Removal, Month, Haul etc	Total Extended Price
1.	50	Per Delivery	20yd, 30yd, 40 yd Roll-Off Containers - Delivery Fee	$	$
2.	35	Per Removal	20yd, 30yd, 40yd Roll-Off Containers - Removal Fee	$	$
3.	80	Per Delivery	8yd Dumpster - MSW & OCC Delivery Fee	$	$
4.	85	Per Switch Out	8yd MSW & OCC Dumpster - Switch-out fees	$	$
5.	55	Per Relocation	20yd, 30yd, 40yd Roll-Off Container - Relocation fees	$	$
6.	25	Per Month	20yd Lease/Rental of Roll-Off Containers	$	$
7.	25	Per Month	30yd Lease/Rental of Roll-Off Containers	$	$
8.	25	Per Month	40yd Lease/Rental of Roll-Off Containers	$	$
9.	450	Per Month	Lease/Rental of 8 CY Dumpster (both types of 8 CY)	$	$
10.	350	Per Haul	20yd, 30yd, 40yd Roll-Off Container - Haul Fees Trash	$	$
11.	350	Per Haul	20yd, 30yd, 40yd Roll-Off Container - Haul Fees Cardboard	$	$
12.	80	Per Unit	Maure Haul (Roll-Off dumpsters 40, 30, 20 yd)	$	$
13.	1600	Per Lift/Fee	Lift and disposal fees (4CY State Owned)	$	$

14.	125	Per Lift/Fee	Lift and disposal fees (8CY Cardboard)	$	$
15.	1200	Tons	Landfill Fees	$	$
16.	800	Per Ton	Cardboard Recycling Fees	$	$
17.	800	Per Ton	Manure Landfill Fees	$	$
18.	45	Per Switch Out	8CY Containers for Waste & Cardboard - Switch-out fees	$	$
19.	80	Hourly	Pack Truck with Driver	$	$
20.	110	Hourly	2 Front End Trucks and Operator	$	$
21.	150	Hourly	2 Roll-off Trucks and Operators	$	$
22.	20	Hourly	Driver Wait Time After 15 mins	$	$
23.	1	Per Month	Self Contained-35 Compactor Lease/Rental	$	$
24.	1	Per Month	Self Contained-35 Cart Tipper Compactor Lease/Rental	$	$
25.	150	Per Haul	Self Contained-35 Compactor Trash Haul Fee	$	$
26.	50	Per Haul	Self Contained-35 Compactor OCC Haul Fee	$	$
27.	5	Per Relocation	Self Contained-35 Compactor Relocation Fee	$	$
28.	1	Per Container	Self Contained-35 Compactor Preventative Maintenance Service Cost	$	$

29.	50	Hourly	Self Contained-35 Compactor Hourly Repair Cost	$	$
30.	10	Per Haul	Self Contained-35 Compactor Cost Per Haul for Repair	$	$
31.	50	Hourly	Self Contained-35 Compactor Emergency After Hour Service Call	$	$
32.	1	Per Container	Self Contained-35 Compactor Power Cleaning and Sanitizing	$	$
33.	1	Per Delivery	95 Gallon Toters Delivery Fee	$	$
34.	1	Per Removal	95 Gallon Toters Removal Fee	$	$
35.	2200	Per Lift/Fee	95 Gallon Toters Lift & Disposal Fee	$	$
36.	200	Per Cart	95 Gallon Toter Lease/Rental Fee	$	$
37.	200	Per Cart	95 Gallon Toter Power Cleaning & Sanitizing Fee	$	$
Total Price					$