



STATE OF NORTH CAROLINA

Department of Administration

Invitation for Bid #: 13-DOA1511020545

Compactor Waste Hauling and Disposal Services

Date of Issue: May 2, 2025

Bid Opening Date: May 13, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Lisa Campbell

Purchasing Agent

Email: Lisa.campbell@doa.nc.gov

Phone: 984-236-0085



STATE OF NORTH CAROLINA

Invitation for Bid

13-DOA1511020545

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA Department of Administration	
Refer ALL Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.4 for details.	Invitation for Bid #: 13-DOA1511020545
	Bids will be publicly opened: May 13, 2025 @ 2:00PM
Using Agency: Facility Management	Commodity No. and Description: 761215 - Refuse collection and disposal
Requisition No.: RQ186901	

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 ATTACHMENTS page within this document or 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:	FAX NUMBER:	

VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:
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VALIDITY PERIOD

The offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

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

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Department of Administration)</p>

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bid (IFB) is to solicit general waste hauling and disposal services for the North Carolina Department of Administration (DOA), Facility Management Division (FMD) who is responsible for providing general waste removal provisions for state buildings assigned to the Department of Administration located in Raleigh/Wake County. The information provided herein is based on current general waste removal requirements. As it is required to maintain an efficient general waste removal service, requirements may be added, changed, or deleted during the term of this contract.

Facility Management Division's primary mission is to provide a safe and healthy work environment for employees and the public in a cost effective and energy efficient manner. FMD ensures all waste sites maintain an "appearance" of cleanliness at each dumpster site to prevent an overflow of trash and the attraction of nuisances.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, *beginning on the date of final Contract execution (the "Effective Date")*.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 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 purport 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.

2.3 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	May 2, 2025
Submit Written Questions	Vendor	May 7, 2025 @ 2PM
Provide Response to Questions	State	May 8, 2025
Submit Bids	Vendor	May 13, 2025 @ 2:00PM
Contract Award	State	TBD
Contract Effective Date	Vendor	TBD

The Department of Administration will be conducting live bid openings over Microsoft Teams conference call. Below is the call-in information for this procurement’s bid opening scheduled **for May 13, 2025 at 2:00pm**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 215 995 908 668 0

Passcode: wv7qj7P8

Dial in by phone

[+1 984-204-1487,,127116446#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 127 116 446#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 114 041 323 2

[More info](#)

2.4 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 # 13—DOA1511020545**” 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 form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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.

2.5 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. 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. 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.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bids(s). Solicitation responses are subject to Sealed Bidding requirements. Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

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. 6 BID CONTENTS

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

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

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response: Section 6.1
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

2. 7 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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "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, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

DOA: Department of Administration.

FMD: Facility Management Division.

3.0 METHOD 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 COMMUNICATIONS BY VENDORS.

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

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

3.3 BID EVALUATION PROCESS

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 are 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 be 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 State's eVP website 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

The proposal 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 within this solicitation document 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.

Pricing Form includes three Sections:

SECTION I: ROLLOFF COMPACTOR SERVICES FOR STATE-OWNED UNITS

SECTION II: RENTED OF OPEN TOP CONTAINERS FOR STATE USE

SECTION III: ADDITIONAL FEES AND MAINTENANCE SERVICE COSTS

4.2 INVOICES

- a) The Vendor must submit one monthly invoice via email to the Contract Administrator for waste removal services. All major maintenance and special cleaning service invoices are to be submitted separately.
- b) Invoices must be submitted to the Contract Administrator in digital form on the Vendor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets (if needed) must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period covered, the amount due to the Vendor.
- e) All invoices must be submitted within 90 days of completion of services. Any invoices received after 90 days may result in nonpayment.

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

4.3 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.

4.4 HUB PARTICIPATION

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

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether

the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.6 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.

4.7 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.

4.8 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 OVERVIEW

The Vendor shall provide solid waste removal for the North Carolina Department of Administration, Facility Management Division (FMD) who is responsible for providing general waste removal provisions for state buildings assigned to the Department of Administration located in Raleigh/Wake County. Successful Vendor shall perform fill hauling and disposal services in compliance with federal, state, city, and municipal guidelines. Vendor shall only charge the current Wake County landfill fee per ton.

Vendor shall submit a completed bid for general waste hauling services for:

- fifteen (15), thirty (30) yard general waste compactors owned by the State of North Carolina Department of Administration and
- three (3) twenty (20) or thirty (30) yard open top roll-off containers, or both, for the collection of solid waste, landscaping, yard, and construction waste that shall be provided by the Vendor for a monthly rental fee.

5.2 SITE LOCATIONS AND ESTIMATED ANNUAL TONNAGE

1) STATE OWNED COMPACTORS

	Location	Address	Estimated Tonnage
1	Albemarle Building	325 North Salisbury Street	86
2	Archdale Building	512 North Salisbury Street	89
3	Facility Mgmt. Building	431 North Salisbury Street	65
4	Facility Mgmt. - Greenhouse	1508 Garner Road	31
5	Garner Road Campus	3320 Garner Road	22
6	Lot #3 - Phillips Building	109 East North Street	10
7	Lot #18	North Wilmington Street	30
8	Museum of Art	2110 Blue Ridge Road	67
9	New Education Building	301 North Wilmington Street	54
10	New Revenue Building	501 North Wilmington Street	71
11	Old Health Building	216 West Jones Street	28
12	State Crime Lab	121 Tryon Road	19
13	State Public Health Lab	4312 District Drive	59
	TOTAL ESTIMATED TONNAGE		631

2) OPEN TOP CONTAINERS PROVIDED BY VENDOR

Disposal services for landscaping, yard and construction waste are to be performed in compliance with state, county, city, and municipal disposal guidelines.

	Location	Address	Estimated Tonnage
1	Facility Management - Landscaping	431 North Salisbury Street	n/a
2	Facility Management - Landscaping	431 North Salisbury Street	n/a
3	Facility Management - Landscaping	1508 Garner Road	n/a

Any rental unit added or deleted from the IFB at the request of DOA-FMD will result in an equitable adjustment to the Vendor. If a unit is added, the rental charge assessed to the contracting agency shall be negotiated by the contracting agency and Vendor. If a unit is deleted, the monthly rental charge in effect on said individual unit will be prorated and subtracted from the contractual amount due under this agreement. Adjustments to rental charges shall be included in the monthly invoice as submitted by the Vendor for payment by the contracting agency.

5.3 SCHEDULES AND SERVICE FREQUENCY

1) SCHEDULES -

Vendor shall deliver to agency's contract administrator an annual service schedule for all locations as identified on Attachment A, Section I, Section II and the associated cost by the first of the month following award of the contract based on requested service frequencies. Service is requested to be rendered Monday through Friday during normal business hours.

2) SERVICE FREQUENCY

Based on previous general waste volume trends, hauling and disposal services are requested in accordance with four (4) service frequencies:

1. Weekly – scheduled dates rendered Monday through Friday

2. Bi-weekly - scheduled dates rendered Monday through Friday
3. Monthly - scheduled dates rendered Monday through Friday
4. On Call - hauling and disposal services are provided by the Vendor on an "as needed" or "on call" by the DOA-FMD , based on waste collection volumes. Services are requested to be performed within forty-eight (48) hours or two (2) business days of initial contact by the agency's contract administrator, to meet the needs of the State. Service frequency is subject to increase or decrease based on general waste volumes generated at each location. Where general waste volumes fall below container capacity, the DOA-FMD may reduce a site from regular service frequency to "on call", with proper and prior notification and communication to Vendor.

5.4 MAINTENANCE SERVICES

Additional services supporting the cleaning, sanitizing, or repairing of general waste compactors have been requested in the past. Future requests for these services are not guaranteed.

- a) Execution of services by the Vendor shall be performed at an off-site location, promptly returned upon completion, and reconnected for usage at the designated site.
- b) Vendor shall provide the costs for a cleaning, sanitizing, or repairing waste compactor in Attachment A, Section IV of this contract.

5.5 VENDOR PERFORMANCE REQUIREMENTS

1. COLLECTION AND TRANSPORTATION

- a) Vendor shall furnish all labor, supervision, equipment, supplies, and materials to perform the services of waste removal in a professional manner that is satisfactory to the Contracting Agency.
- b) Vendor will furnish pick-up service on days and frequency at listed locations as outlined in Attachment A and coordinate callback service as requested.
- c) The Vendor has the right to decline, to accept for collection, transportation, treatment, and/or disposal of any general solid waste disposed of by the Contracting Agency, which, in the Vendor's judgment, cannot be transported, in a lawful manner or without a risk of harm to public health or the environment. In addition, improperly packaged, overweight or damaged containers are subject to rejection or additional charges for repackaging and/or special handling.
- d) The Vendor agrees to return compactors to the designated location and ensure equipment is operational and secured to outlet, provided by the state, for future usage. In the event equipment malfunction occurs while in Vendor possession, proper notice shall be given to the agency's contract administrator.

2. PERMITS AND LICENSES

- a) In the performance of the services to be provided, the Vendor and the Contracting Agency agree to comply with all applicable permits, federal, state, county and municipal guidelines and regulations of general waste hauling.
- b) Vendor is required to ensure all permits are current and available for review upon award of bid. A copy of the current and valid privilege license shall be provided to the DOA-FMD contract Manager within thirty (30) days of award to the successful Vendor, if requested. In addition, the Vendor shall be responsible for ensuring all required licenses and permits remain valid throughout the contract period. Failure to renew, revalidate or submit a current copy of the license during the contract period could nullify the contract between the State and the Vendor.

3. EMPLOYEE POLICY

Vendor's employees shall be of a good character, as decided by the Vendor and shall abide by any rules and regulations set forth by the State of North Carolina. Employees shall report immediately any property damage; employees shall not engage in unnecessary conversation with Contracting Agency employees, or tenants; employees shall not remove any article, including items found in the trash, from the facility regardless of its value and regardless of any employee's permission.

5.6 CONTRACTING AGENCY RESPONSIBILITY

The Contracting Agency shall be responsible for properly disposing of general waste into the compactor where the Vendor shall assume responsibility of properly disposing the general waste in accordance to scheduled service collection and hauling frequencies. Day(s) and date(s) for collection frequencies shall be finalized upon award. The Contracting Agency agrees that all general waste compactors owned by the State shall be clearly identified for the Vendor by symbol or lettering, to be confirmed upon award of bid.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTACT INFORMATION

A. CONTRACTING AGENCY CONTACT INFORMATION

1. The State shall designate and make available to the Vendor 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:	Sara Joyce, DOA – Facility Management
Office Phone:	984-236-0407
Mobile Phone:	919-986-4197
Email:	sara.joyce@doa.nc.gov
Mailing Address	1313 Mail Service Center, Raleigh, NC 27699-1313
Physical Address:	431 North Salisbury Street, Raleigh, NC 27603

B. VENDOR CONTACT INFORMATION

1. The Vendor shall be required to designate and make available to the State a customer service contact
 - a) The Vendor shall provide the Contract Manager with a current local office location (address), a business office number, 24-hour emergency contact number, cell phone number(s) for Owner, Supervisors, and Day Porters, and email address where communications are to be sent. The vendor shall notify the Contract Administrator within twenty-four (24) hours of any changes in contact information.
 - b. The Vendor or a responsible management official of the firm shall always respond within one (1) hour after telephone contact from the contract manager.

Contract Administrator & Vendor Customer Service Point of Contact	
Name:	
Physical Address:	
Mailing Address:	
Office Phone:	
Mobile Phone:	
Email:	

Mobile Phone Supervisor:	
Mobile Phone Day Porters:	
24 Hour Emergency Number:	

6.2 POST AWARD MEETINGS

The Vendor, at the request of the State, shall be required to meet monthly at a designated schedule as set by the Contracting Agency with the State for Performance Review meetings. The purpose of these meetings will be to review project progress, discuss Vendor performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement, and cost saving ideas, and discuss any other pertinent topics.

Vendor shall notify Contract Manager if Vendor is unable to attend in a timely manner at which time an alternate date and time for meeting may be scheduled. Failure to notify the Contract Manager of absence will result in a Vendor Warning. Three (3) undocumented absences during the term of contract may result in a Vendor Complaint.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 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 Administrator.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to (6) six months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 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. www.ncadmin.nc.gov/businesses/fiscal-management

6.7 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 made through the Contract Administrator.

6.8 ATTACHMENTS

Attachment A: Pricing is below within this solicitation document. All other attachments to this IFB are found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

ATTACHMENT A: PRICING

SECTION I: ROLLOFF COMPACTOR SERVICES FOR STATE OWNED UNITS

NOTE: Costs shall include charges for HAUL SERVICES ONLY. Actual landfill charges per ton are to be invoiced as a separate line item by service date, for each location. Each of the following locations are in Raleigh, NC.

A. SERVICE FREQUENCY: WEEKLY

Location Name	Physical Address
Albemarle Building	325 N. Salisbury Street
Museum of Art	2110 Blue Ridge Road

1. Single Site per Haul Rate for weekly service: \$ _____
2. Single Site Annual Cost (Per Haul Rate X 52 hauls) \$ _____
3. **Total Annual Cost** (Single Site Annual Cost X 2 Sites) \$ _____

B. SERVICE FREQUENCY: BI-WEEKLY

Location Name	Physical Address
Archdale Building	512 N. Salisbury Street
Facility Management Division	431 N. Salisbury Street
New Education Building	301 N. Wilmington Street
New Revenue Building	501 N. Wilmington Street
Parking Lot #18	100 N. Wilmington Street

1. Single Site per Haul Rate for bi-weekly service: \$ _____
2. Single Site Annual Cost (Per Haul Rate X 26 hauls) \$ _____
3. **Total Annual Cost** (Single Site Annual Cost X 5 Sites) \$ _____

C. SERVICE FREQUENCY: MONTHLY (Maximum of One Service Call per month)

Location Name	Physical Address
Garner Road Complex (SBI/SHP)	3320 Garner Road
Old Health Building	216 W. Jones Street
Phillips Building	109 E. North Street
State Crime Lab	121 Tryon Road
State Public Health Lab	4312 District Drive

1. Single Site per Haul Rate for monthly service: \$ _____
2. Single Site Annual Cost (Per Haul Rate X 12 hauls) \$ _____
3. **Total Annual Cost** (Single Site Annual Cost X 5 Sites) \$ _____

SECTION II: RENTED OPEN-TOP ROLL-OFF CONTAINERS FOR STATE USE

A. LOCATION I: FACILITY MANAGEMENT - LANDSCAPE SERVICES SHOP

Physical Address: 431 North Salisbury Street, Raleigh, NC (Access on 101 Peace Street)

1. Open Top Container 1

Container Size: One Thirty (30) Yard
Purpose/Use: Construction Debris
Service Frequency: ON-CALL

- a) Container Rental Fee (monthly): \$ _____
- b) Annual Container Rental Fee (monthly fee X 12): \$ _____
- c) Per Haul Rate for on-call service \$ _____
- d) Site Annual Cost (Per Haul Rate X 4 est. hauls) \$ _____
- e) Total Annual Cost (Annual Container Rental + Site Annual Cost) \$ _____

2. Open Top Container 2

Container Size: One Twenty (20) Yard
Purpose/Use: Sweeper Debris
Service Frequency: ON-CALL

- a) Container Rental Fee (monthly): \$ _____
- b) Annual Container Rental Fee (monthly fee X 12): \$ _____
- c) Per Haul Rate for on-call service \$ _____
- d) Site Annual Cost (Per Haul Rate X 4 est. hauls) \$ _____
- e) Total Annual Cost (Annual Container Rental + Site Annual Cost) \$ _____

B. LOCATION II: FACILITY MANAGEMENT - GREENHOUSE SITE

Physical Address: 1508 Garner Road, Raleigh, NC

3. Open Top Container 3

Container Size: One Thirty (30) Yard
Purpose/Use: Landfill
Service Frequency: ON-CALL

- a) Container Rental Fee (monthly): \$ _____
- b) Annual Container Rental Fee (monthly fee X 12): \$ _____
- c) Per Haul Rate for on-call service \$ _____
- d) Site Annual Cost (Per Haul Rate X 4 est. hauls) \$ _____
- e) Total Annual Cost (Annual Container Rental + Site Annual Cost) \$ _____

TOTAL ANNUAL CONTRACT COST: \$ _____
Calculated as the combination of all above Total Annual Costs from Section I (A.3., B.3., and C.3., .) and Section II (A.1., A.2, and B.3)

SECTION III: ADDITIONAL FEES AND MAINTENANCE SERVICE COSTS

A. Call Back Service (cost per haul)

For Bi-weekly Service Locations	\$ _____
For Monthly Service Locations	\$ _____
For "On-Call" or "As Needed" Locations	\$ _____

B. Power Cleaning and Sanitizing Costs:

Cost Per Container for Power Cleaning and Sanitizing (To be requested on an as needed basis)	\$ _____
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C. Repair Costs

Hourly Cost for Repair Services	\$ _____
Cost Per Haul for Repair Services	\$ _____

*****ALL THREE PAGES OF THE PRICING FORM MUST BE COMPLETED ENTIRELY*****