

# STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-21-1426

Trash and Recycling Services for Cliffs of the Neuse State Park

Date Issued: March 15, 2021

Bid Opening Date: March 24, 2021

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Cynthia Armes

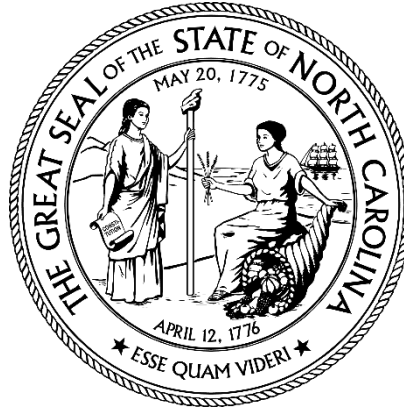
Director of Procurement

Email: [Cynthia.armes@ncdcr.gov](mailto:Cynthia.armes@ncdcr.gov)

Phone: 919-814-6728

**PLEASE RETURN THE ENTIRE BID SOLICITATION**

*Electronic responses ONLY will be accepted for this solicitation.*



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**46-21-1426**

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

**This page shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
FEIN or Social Security Number

\_\_\_\_\_  
NCeVP Vendor Number

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing with the North Carolina electronic Vendor Portal (NCeVP). You must enter the vendor number assigned through NC eVP. If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>. The vendor number ***is not*** your federal tax ID number.

**STATE OF NORTH CAROLINA**  
**Division of Department of Natural and Cultural Resources**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to:</b> <b>Cynthia Armes</b> <b>Director of Procurement</b> <b>Email: <a href="mailto:Cynthia.ames@ncdcr.gov">Cynthia.ames@ncdcr.gov</a></b> <b>Phone: 919-814-6728</b>	<b>Invitation for Bids # 46-21-1426</b>
	<b>Bids will be publicly opened: Wednesday, March 24, 2021 at 2:00 PM, ET</b>
	<b>Commodity No. and Description: 761215 Refuse Collection and Disposal</b>
<b>Requisition No.: PR12028125</b>	<b>Using Agency: Division of Parks and Recreation</b>

**EXECUTION**

In compliance with this Invitation for Bids (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),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- 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.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's 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**, and it has read the **SAMPLE AGREEMENT**. These documents can be accessed from the [ATTACHMENTS](#) page within this document.

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

**VALIDITY PERIOD**

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of Department of Natural and Cultural Resources shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accepted and Contract awarded as indicated on the attached certification, by

\_\_\_\_\_  
(Authorized Representative of Department of Natural and Cultural Resources)

\_\_\_\_\_  
(Date)

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## 1.0 PURPOSE AND BACKGROUND

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The Department of Natural and Cultural Resources (hereinafter, "Department") requires a qualified Vendor to provide delivery, pick-up and service for trash and recycling at Cliffs of the Neuse State Park. It shall be the responsibility of the awarded Vendor to provide, deliver, off-load and service each type of dumpster outlined in this IFB.

### 1.1 CONTRACT TERM

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

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

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION: This is NOT an E-Procurement solicitation. See paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Contract Terms and Conditions, do not apply to this solicitation.**

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

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.6 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. 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. **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. 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	March 15, 2021
Submit Written Questions	Vendor	March 17, 2021
Provide Responses to Questions	State	March 18, 2021
Submit Bids <b>ELECTRONICALLY</b>	Vendor	March 24, 2021
Contract Award	State	TBD

**Due to COVID 19 Requirements of Social Distancing, the Public bid opening for this solicitation will be conducted via Microsoft Teams Meeting. To hear the bid opening of IFB 46-21-1426 on March 24, 2021 at 2:00 PM, ET:**

### Join Microsoft Teams Meeting

+1 984-204-1487 United States, Raleigh (Toll)

**Conference ID: 257 637 231#**

## 2.5 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 above due date.

Written questions shall be e-mailed to [Cynthia.arnes@ncdcr.gov](mailto:Cynthia.arnes@ncdcr.gov) by the date and time specified above. Vendors will enter "IFB # 46-21-1426: Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, 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 an Addendum to this IFB.

## 2.6 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received. Any bid received after the bid submission deadline will be rejected.

## NC BIDS

All bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#). **NO mailed or emailed submissions will be accepted.**

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). 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 bidding on this IFB periodically check the State's IPS 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.

## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Cover Letter, must include a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES
- d) Vendor Response
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT G: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT H: HUB SUPPLEMENTAL VENDOR INFORMATION

## 2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids 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 #46-21-1426 for "name of Vendor"**. Each bid must be for a specific set of 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 document. **Each bid must be complete and independent of other bids offered.**

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **CONTRACT LEAD:** Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer The Contract for the State.
- e) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- g) **IFB:** Invitation for Bids.

- h) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.
- i) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- j) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- k) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- m) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- n) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Natural and Cultural Resources, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- o) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- p) **VENDOR:** Contractor, Vendor, Supplier, Bidder, Proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposals. These terms are used interchangeably in this IFB to define the person or company submitting a bid and agreeing to the terms and conditions. Following award of a contract, the term refers to an entity receiving such an award.

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. 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 qualified bids will be evaluated, and awards will be made based on the qualified bid(s) offering the lowest price that meets requirements set out herein.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, 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 bidder, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION and Paragraph 30, COMMUNICATIONS BY VENDORS of the INSTRUCTIONS TO VENDORS.

### 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 section 2.6.

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

At the date and time specified as the bid opening, the bid responses from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all 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 IPS 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 submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: 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 and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- 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 Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the North Carolina General Contract Terms and Conditions. The use of phrases such as "shall,"

“must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department 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 and as otherwise stated in this IFB. If a Vendor is unclear about a requirement or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period.

**Provide proof of current commercial liability insurance. This must be provided within five (5) days of the award.**

### 4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance of service in accordance with the requirements and specifications herein, including all applicable charges for travel, shipping, delivery, handling, fuel, administrative and other similar fees.

### 4.2 REFERENCES

Vendors shall provide at least three (3) references, using [ATTACHMENT F: CUSTOMER REFERENCE FORM](#), for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

Vendor shall complete a separate Customer Reference Form for each of the three (3) required references and upload the completed Customer Reference Forms to NC BIDS as part of its proposal. Failure to include the required three (3) completed Customer Reference Forms may result in the rejection of the Vendor’s proposal.

### 4.3 VENDOR’S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services shall possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor shall 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 shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the Services and other deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being

brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

#### **4.4 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and 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.

#### **4.5 BACKGROUND CHECKS**

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

#### **4.6 PERSONNEL**

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall 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.

#### **4.7 AGENCY INSURANCE REQUIREMENTS**

The Purchasing Agency has conducted a risk assessment and determined that the default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, for a Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00 are sufficient for this solicitation.

### **5.0 SCOPE OF WORK**

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The North Carolina Department of Natural and Cultural Resources, Division of State Parks requires a Contractor to provide delivery, pick-up and service for trash and recycling at Cliffs of the Neuse State Park, located at 240 Park Entrance Road, Seven Springs, NC 28578. It shall be the responsibility of the awarded Vendor to provide, deliver, off-load and service each type of dumpster outlined in this IFB.

#### **5.1 TASKS/DELIVERABLES**

Vendor shall:

- A. Collect, transport, and dispose of required services for one (1) site location located at 240 Park Entrance Road, Seven Springs, NC (Wayne County) at Cliffs of the Neuse State Park.
- B. Provide trash service and lease for two (2) 8-cubic yard animal-proof dumpsters with a plastic lid that opens on top and sliding doors on the side. The dates of service are:
  - i. January 1 – February 28 – one (1) pick-up per dumpster per month
  - ii. March 1 – May 31 – one (1) pick-up per dumpster every other week
  - iii. June 1 – September 30 – one (1) pick-up per dumpster per week
  - iv. October 1 – November 30 – one (1) pick-up per dumpster every other week
  - v. December 1 – December 31 – one (1) pick-up per dumpster per month
- C. Provide two (2) 4-cubic yard stream-line dumpsters for recycling. The dates of service are:
  - i. January 1 – February 28 – one (1) pick-up per dumpster per month
  - ii. March 1 – May 31 – one (1) pick-up per dumpster every other week

- iii. June 1 – September 30 – one (1) pick-up per dumpster per week
  - iv. October 1 – November 30 – one (1) pick-up per dumpster every other week
  - v. December 1 – December 31 – one (1) pick-up per dumpster per month
- D. Provide, deliver, off-load and service each dumpster. The Contract Administrator will determine the location of the dumpsters. This location cannot be changed by the Vendor without prior approval from the Contract Administrator.
- E. Provide dumpsters that are dark green, dark brown or grey. These are the only acceptable colors. Dumpsters must have and be kept in a well-maintained appearance.
- F. Provide containers in good working order and appearance. Good working order and appearance includes containers that do not leak/and or rust.
- G. Provide a replacement container at no additional cost to the Department if the Contract Administrator determines container is unsightly, damaged or unusable. Vendor must repair or replace damaged dumpster within 48 hours of notification by the Contract Administrator.
- H. Properly remove solid waste and dispose in a State approved sanitary landfill. The removal must occur during regular business hours, 8:00 am to 4:30 pm. The State Park is closed on Christmas Day.
- I. Communicate with the Park Superintendent upon arrival before beginning work on this Contract.
- J. Contact the Park Superintendent to schedule pick-up. Vendor shall notify the Contract Administrator by phone with a vital reason if the Vendor will be tardy or miss a pick-up.
- K. Furnish all labor, supervision, equipment, supplies and materials to perform the services of waste removal and recycling services in a professional manner that is satisfactory to the Department.
- L. Maintain a clean area around the dumpster. The Contractor must pick-up and remove any debris created as a result of the collection activity.
- M. Immediately report any property damage found while performing the duties of this Contract. Vendor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of its employees while engaged in the performance of this Contract or on Park property. Vendor shall reimburse the Department for any damages or losses within 30 days after claim is submitted.
- N. Abide by the rules and regulations set forth by the State of North Carolina which affect the performance of the work under this Contract.
- O. Be in compliance with laws, ordinances, codes, rules and regulations beginning on the work called for in this Contract, including those of the Board of Fire Underwriters, Federal, State and local agencies having jurisdiction. This shall include but not limited to minimum wages, labor and equity opportunity laws.
- P. Adhere to Park speed limits, state traffic laws and State Park rules while on Park property.
- Q. Remain alcohol and drug free while on State Property.
- R. Provide a supervisor with the ability to communicate in English and any other language of crewmembers employed by the Vendor.
- S. Assure continuity of effective service when changing personnel.
- T. Not engage in idle or unnecessary conversations with Park employees or visitors to the Park.
- U. Not go into any area not designated by this Contract.

- V. Contact Contract Administrator by phone if inclement weather conditions beyond the control of the Vendor interrupt or delay service. The Vendor must provide the Contract Administrator with an alternate collection date.

## 6.0 CONTRACT ADMINISTRATION

### 6.1 PROJECT MANAGER AND CUSTOMER SERVICE

If selected for award, the Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

#### Vendor Project Manager:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

For All Day-To-Day Activities Described In Section I, Scope of Work	For All Other Contract Issues
Eric Siratt Cliffs of the Neuse State Park 240 Park Entrance Road Seven Springs, NC 28578 Phone: (910) 628-4564 <b>Email:</b> <a href="mailto:eric.siratt@ncparks.gov">eric.siratt@ncparks.gov</a>	Cynthia Armes Director of Procurement NC DNCR, Purchasing Office 104 E. Jones Street Raleigh NC 27601 Telephone: (919) 814--6728 Facsimile: (919) 733-6993 E-mail: <a href="mailto:cynthia.ames@ncdcr.gov">cynthia.ames@ncdcr.gov</a>

### 6.2 ACCEPTANCE OF WORK

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

### 6.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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

- a) Invoices must be submitted to the following address: NC State Parks  
Cliffs of the Neuse State Park  
PO # NC#  
1615 Mail Service Center  
Raleigh, NC 27699-1615

### 6.4 DISPUTE RESOLUTION

During the performance of the contract, the parties must 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### 6.5 TRANSITION ASSISTANCE

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

### 6.6 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. This contract shall not be amended orally or by performance but only through a written amendment executed by the Parties.

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## 7.0 ATTACHMENTS

### ATTACHMENT A: PRICING FORM

**The Bid Price shall be submitted ONLY on the form and in the format provided.**

ITEM #	QTY.	UOM	DESCRIPTION	MONTHLY SERVICE RATE	ANNUAL SERVICE RATE
1	2	Month	Provide two (2) 8-cubic yard Trash dumpsters for Site 1, 240 Park Entrance Road. The pick-up schedule shall be January 1 – February 28: one (1) pick-up per week.	\$_____ per month.	\$_____
2	3	Month	Provide two (2) 8-cubic yard Trash dumpsters for Site 1, 240 Park Entrance Road. The pick-up schedule shall be March 1 – May 31: one (1) pick-up per dumpster every other week.	\$_____ per month.	\$_____
3	4	Month	Provide two (2) 8-cubic yard Trash dumpsters for Site 1, 240 Park Entrance Road. The pick-up schedule shall be June 1 – September 30: one (1) pick-up per dumpster per week.	\$_____ per month.	\$_____
4	2	Month	Provide two (2) 8-cubic yard Trash dumpsters for Site 1, 240 Park Entrance Road. The pick-up schedule shall be October 1 – November 30: one (1) pick-up per dumpster every other week.	\$_____ per month.	\$_____
5	1	Month	Provide two (2) 8-cubic yard Trash dumpsters for Site 1, 240 Park Entrance Road. The pick-up schedule shall be December 1 – December 31: one (1) pick-up per dumpster per month.	\$_____ per month.	\$_____
6	12	Month	Lease for two (2) 8-cubic yard Trash dumpsters at Site 1.	\$_____ per month.	\$_____
7	2	Month	Provide two (2) 4-cubic stream-line dumpsters for recycling. The pick-up schedule shall be January 1 – February 28: one (1) pick-up per dumpster per month.	\$_____ per month.	\$_____

8	3	Month	Provide two (2) 4-cubic stream-line dumpsters for recycling. The pick-up schedule shall be March 1 – May 31: one (1) pick-up per dumpster every other week.	\$_____ per month.	\$_____
9	4	Month	Provide two (2) 4-cubic stream-line dumpsters for recycling. The pick-up schedule shall be June 1 – September 30: one (1) pick-up per dumpster per week.	\$_____ per month.	\$_____
10	2	Month	Provide two (2) 4-cubic stream-line dumpsters for recycling. The pick-up schedule shall be October 1 – November 30: one (1) pick-up per dumpster every other week.	\$_____ per month.	\$_____
11	1	Month	Provide two (2) 4-cubic stream-line dumpsters for recycling. The pick-up schedule shall be December 1 – December 31: one (1) pick-up per dumpster every other week.	\$_____ per month.	\$_____
12	<b>Total Turnkey cost for regular trash and recycling services</b>				\$_____
<b>Total Yearly Bid Amount for Regular Services ONLY</b> (Enter line 12 amount) \$_____ (divided by 12 months) = \$_____ <b>This will be the amount the Division of Parks and Recreation will expect to see on each monthly invoice for this location.</b>					

**The Department reserves the right to increase or decrease service pick-ups based on need.**

## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf)

## **ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_12.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_12.2020.pdf)

## **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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The Location of Workers Utilized by Vendor associated with this IFB is a separate document that is captioned **ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Vendors-Located-Outside-the-United-States\\_01.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Vendors-Located-Outside-the-United-States_01.2020.pdf)

## **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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The Certification of Financial Condition associated with this IFB is a separate document that is captioned **ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:

<https://files.nc.gov/ncdoa/pandc/OnlineForms/CERTIFICATION-OF-FINANCIAL-CONDITION.pdf>

## **ATTACHMENT F: CUSTOMER REFERENCE FORM**

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The Customer Reference Form associated with this IFB is a separate document that is captioned **ATTACHMENT G: CUSTOMER REFERENCE FORM** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer-Reference-Template\\_092020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer-Reference-Template_092020.pdf)

## **ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

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The Historically Underutilized Businesses (HUB) Supplier Information associated with this IFB is a separate document that is captioned **ATTACHMENT H: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2020.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2020.pdf)