



STATE OF NORTH CAROLINA

Department of Natural and Cultural Resources

Invitation for Bid #: 46-21-1431

**NC Aquarium at Pine Knoll Shores Waste Collection and
Recycling Service Contract**

Date Issued: June 8, 2021

Bid Opening Date: June 18, 2021

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Dwayne Alston

Procurement Specialist

Email: dwayne.alston@ncdcr.gov

Phone: 919-814-6734



STATE OF NORTH CAROLINA

Invitation for Bids

46-21-1431

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 NCeVP. 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
Department of Natural and Cultural Resources

Refer <u>ALL</u> Inquiries regarding this IFB to: Dwayne Alston 919-814-6734 dwayne.alston@ncdcr.gov	Invitation for Bids # 46-21-1431
	Bids will be publicly opened: June 18, 2021, at 2:00 PM
	Commodity No. and Description: 761215 - Refuse collection and disposal
Requisition No.: PR12031837	Using Agency: NC Aquarium at Pine Knoll Shores

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**. 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 the Department of Natural and Cultural Resources)

(Date)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Natural and Cultural Resources, on behalf of the North Carolina Aquarium at Pine Knoll Shores, (hereafter, "Department") requires a qualified Vendor to perform waste collection and recycling service at the North Carolina Aquarium at Pine Knoll Shores (hereinafter "Aquarium"), 1 Roosevelt Blvd, Pine Knoll Shores, NC 28512.

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

1.1 CONTRACT TERM

The Contract shall have a term beginning July 1, 2021 and ending June 30, 2022.

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 two (2) additional one-year terms. 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

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 the Paragraph 17: Electronic Procurement in the North Carolina General Contract Terms and Conditions. Subsections (d) and (e) of Paragraph 17 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	June 8, 2021
Submit Written Questions	Vendor	June 10, 2021, by 10:00 AM
Provide Responses to Questions	State	June 11, 2021, by 4:00 PM
Submit Bids	Vendor	June 18, 2021, at 2:00 PM
Contract Award	State	To Be Determined

DUE TO THE CURRENT HEALTH RISKS ASSOCIATED WITH COVID-19, BID OPENINGS WILL NOT BE OPEN TO THE PUBLIC.

The Department will be conducting live bid openings over conference call. Below is the call-in information for this procurement's bid opening scheduled for Friday, June 18, 2021, at 2:00 PM ET.

Call-in telephone number: 1-984-204-1487

Conference ID number: 718 213 103#

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 dwayne.alston@ncdcr.gov by the date and time specified above. Vendors will enter "IFB # 46-21-1431 Questions" as the subject for the email. Question 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 as described in this IFB by the specified time and date of opening. Any bid received after the bid deadline (2:00 PM ET, Friday, June 18, 2021) 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](#).

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. Department recommends that

Vendors upload a sample document to NC BIDS at least twenty-four (24) hours prior to bid opening date/time to identify any potential upload difficulties.

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) Completed and signed version of EXECUTION PAGES, the TITLE PAGE (front and back), along with the body of the IFB (**21 pages**) and all pages of any addenda released in conjunction with this IFB.
- c) Vendor Response
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT F: CUSTOMER REFERENCE FORMS
- h) Completed and signed version of ATTACHMENT G: 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 # 46-21-1431 for *[name of Vendor]*". Each bid must be for a specific set of goods 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.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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.

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 RFP have been evaluated and determined to be unsatisfactory.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this 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.

4.1 PRICING

Bid price shall constitute the total cost to the State for collecting, transporting, and disposal of solid waste and recyclables generated at the Aquarium, including all applicable charges for containers, delivery, handling, 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 supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

4.3 VENDOR’S REPRESENTATIONS

If the bid results in an award, the 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 Deliverables.

Vendor expressly assumes full responsibility for prompt notification to the Purchasing Agency listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: 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.

5.0 SERVICE SPECIFICATIONS

5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

The Vendor shall:

1. Provide, deliver, and setup the following containers to operate according to manufacturer specifications. The containers shall be placed by the Vendor on the East and West sides of the Aquarium to collect solid waste, cardboard, and recyclable items generated by the Aquarium. The Vendor shall properly dispose of all collected items in accordance with all local, state, and federal guidelines. The Contract Administrator will communicate to the Vendor the exact locations of all containers in advance of the container delivery and setup.
 - A. Two (2), eight (8) cubic yard solid waste containers, each to be placed as the East and West sides of the Aquarium. The container will be used to collect solid waste items which include product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, and dried paint.
 - B. One (1) eight (8) cubic yard cardboard container with a slot in the front to be placed at the East side of the Aquarium. The container will be used to collect all cardboard items.
 - C. One (1) eight (8) cubic yard recyclable container with a collection slot in the front to be placed at the West side of the facility. The container will be used to collect recyclable items such as glass, metal cans, plastic, paper, and newspapers.
2. Collect solid waste, cardboard, and recyclable items accumulated in containers furnished by the Vendor with the following collection schedule.

Solid Waste container located on the East side. July 1, 2021 – September 30, 2021	Two (2) times per week
Solid waste container located on the East side. October 1, 2021 – February 28, 2022	One (1) time per week
Solid Waste container located on the East side. March 1, 2022 – June 30, 2022	Two (2) times per week
Solid Waste container located on the West side. July 1, 2021– September 30, 2021	Two (2) times per week
Solid waste container located on the West side. October 1, 2021 – February 28, 2022	One (1) time per week
Solid Waste container located on the West side. March 1, 2021 – June 30, 2021	Two (2) times per week
Cardboard container located on the East side	One (1) time per week
Recyclable container located on the West side	One (1) time per week

3. Provide containers with plastic lids that are rodent-proof, animal-proof, wind-proof, leak-proof, and rust-proof. Each container must possess approximately thirty inch by thirty inch (30" x 30") sliding doors.
4. Collect items from fifty to sixty gallon (50-60 gal.) recycling bins located on the West loading dock one (1) time per week. The recycling bins are furnished by the Department.
5. Properly remove all waste and dispose in a State approved sanitary landfill. The removal must occur during regular business hours 9:00 AM to 5:00 PM, Monday through Friday. The Aquarium is closed Thanksgiving Day and Christmas Day. During the months of June, July, and August, waste collection must occur between 7:30 AM to 9:00 AM Monday through Friday.

6. Contact the Contract Administrator by telephone with a valid reason, such as inclement weather or conditions beyond the control of the Vendor, that will interrupt or delay pickup service. The Vendor and Contract Administrator will agree upon an alternate pickup date and time.
7. Maintain clean areas at all waste collection sites. The Vendor must pick up and remove any debris created as a result of the collection activity.
8. Be responsible for delivery, setup, maintenance, repairs, and removal of all waste collection containers furnished by the Vendor.
9. Schedule a delivery and setup date for all waste collection containers with the Contract Administrator a minimum of forty-eight (48) hours in advance of the delivery and setup.
10. Repair and maintain Vendor-provided waste containers in good working order and appearance. Good working order and appearance include containers operating according to manufacturer specifications and that do not leak and/or rust.
11. Provide a replacement waste container and remove an existing waste container at no additional cost to the Department if the Contract Administrator determines a Vendor-provided waste container unsightly, damaged and/or unusable. The Contract Administrator will contact the Vendor via telephone with a replacement request.
12. Vendor personnel must adhere to all local and State driving laws while on the Aquarium property. Any damage to the property, patrons and/or patron personal property during container delivery, setup and/or waste collection must be reported immediately to the Contract Administrator.

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

Email

Phone Number

Department of Natural and Cultural Resources Contract Administrators

For All Day-To-Day Activities Described in Section 5.1 SPECIFICATIONS	For All Other Contract Issues
Stuart May North Carolina Aquarium at Pine Knoll Shores 1 Roosevelt Blvd. Pine Knoll Shores, NC 28512 Phone: (252) 247-4003 ext. 234 Email: stuart.may@ncaquariums.com	Dwayne Alston Procurement Specialist DNCR Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6734 Email: dwayne.alston@ncdcr.gov

6.2 ACCEPTANCE OF WORK

Performance of the work shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract Administrator. The State and the Vendor will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

Acceptance of work products shall be based on the following criteria:

Complete all work according to Section 5.1: SPECIFICATIONS.

In the event acceptance criteria for any work or 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

- a) The Vendor must mail or email no more than one (1) itemized invoice within fifteen (15) calendar days following the end of the month in which work was performed. The itemized invoice must include the cost for collecting, transporting, and disposal of solid waste and recyclables generated at the Aquarium.

Physical Address: DNCR Accounts Payable
Purchase Order # _____
4605 Mail Service Center
Raleigh, NC 27699-4605

Email: DNCRaccounts payable@ncdcr.gov

- b) 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.
- c) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

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 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

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.

Attachments follow.

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ATTACHMENT A: PRICING

FURNISH AND DELIVER: WASTE CONTAINERS AND COLLECTION SERVICE FOR SOLID WASTE, CARBOARD, AND RECYCLING

ITEM #	QTY.	DESCRIPTION	UNIT PRICE (WEEKLY SERVICE RATE)	EXTENDED PRICE
1	13	Provide two (2) solid waste containers on the East and West sides of the Aquarium and collect and dispose of solid waste (2) times per week, July 1, 2021 – September 30, 2021, for a total of thirteen (13) weeks.	\$ _____	\$ _____
2	22	Provide two (2) solid waste containers on the East and West sides of the Aquarium and collect and dispose of solid waste (1) time per week, October 1, 2021 – February 28, 2022, for a total of twenty-two (22) weeks.	\$ _____	\$ _____
3	17	Provide two (2) solid waste containers on the East and West sides of the Aquarium and collect and dispose of solid waste (2) times per week, March 1, 2022 – June 30, 2022, for a total of seventeen (17) weeks.	\$ _____	\$ _____
4	52	Provide one (1) cardboard container on the East side of the Aquarium and collect and dispose of cardboard waste, one (1) time per week, for a total of fifty-two (52) weeks.	\$ _____	\$ _____
5	52	Provide one (1) recycling container on the West side of the Aquarium and collect and dispose of recyclables along with recyclables from the recyclable bin on the West dock, one (1) time per week, for a total of fifty-two (52) weeks.	\$ _____	\$ _____
			TOTAL PRICE (Add lines 1-5)	\$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

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_09.2020.pdf

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

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

1. List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) Vendor shall Identify all U.S. locations at which performance will occur:

Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing Services under the Contract to a location outside of the United States.

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

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

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

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

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

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

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

Signature Date

Printed Name Title

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

ATTACHMENT F: CUSTOMER REFERENCE FORMS

CUSTOMER REFERENCE NO. 1

Instructions: Please use this form to submit three (3) customer references.

Name of Customer organization		Customer Reference Name	
		Customer Reference Address	
Contract Start Date		Customer Reference Phone Number	
Contract End Date		Customer Reference Email	
Describe the quantity and type of products or services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

CUSTOMER REFERENCE NO. 2

Instructions: Please use this form to submit three (3) customer references.

Name of Customer organization		Customer Reference Name	
		Customer Reference Address	
Contract Start Date		Customer Reference Phone Number	
Contract End Date		Customer Reference Email	
Describe the quantity and type of products or services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

CUSTOMER REFERENCE NO. 3

Instructions: Please use this form to submit three (3) customer references.

Name of Customer organization		Customer Reference Name	
		Customer Reference Address	
Contract Start Date		Customer Reference Phone Number	
Contract End Date		Customer Reference Email	
Describe the quantity and type of products or services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION

Solicitation # _____

Vendor Name: _____

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) of the categories as subcontractors to perform the required functions in this solicitation documents.

The Vendor shall respond to questions below, as applicable.

1. Is Vendor a NC-certified HUB? ☐ Yes ☐ No

If **yes**, provide vendor #: _____

If **no**, does vendor qualify for certification as HUB? ☐ Yes ☐ No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

2. For *Commodity* procurements, are you using Tier 2 suppliers? ☐ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact name	Contact email	Contact Phone	NC HUB certified?	Percentage of total bid price

3. For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact name	Contact email	Contact Phone	NC HUB certified?	Percentage of total proposal price

North Carolina HUB Supplemental Vendor Information

Version Date: 9/2020

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov