

**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

TITLE: Solid Waste Collection Services

AGENCY: Central Regional Hospital
Business Office
300 Veazey Road
Butner, NC 27509
Attention: Steve Bruno, Business Manager

ISSUE DATE: May 6, 2009

Sealed proposals subject to the conditions made a part hereof will be received until **9:00 AM on May 27, 2009**, for furnishing services described herein. Bids will be opened at Central Regional Hospital, Friday May 29, 2009.

MAILING INSTRUCTIONS: Mail two (2) original fully executed bid documents and four (4) copies in a sealed package or envelope. Include the bid number, vendor's name, address and the bid opening date on the outside of the envelope or package. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening listed above. Faxed or e-mailed proposals will not be accepted.

Mail or deliver proposal to the address listed below: The address must appear on the envelope or package as shown below:

<u>DELIVERED BY MAILING</u>
RFP # 30-MH3281-10 Central Regional Hospital 300 Veazey Road Butner, NC 27509 Attention: Steve Bruno, Business Manager

IMPORTANT NOTE: If mailing, please mark envelope
"Solid Waste Collection Service - Do Not Open"

Direct all inquiries concerning this RFP to:

Steve Bruno, Business Manager
Central Regional Hospital
300 Veazey Road
Butner, NC 27509
Telephone: 919-764-7246
Fax 919-764-7338

Written Questions concerning the specifications in this Request for Proposals will be received by Steve Bruno until 2:00 PM on May 20, 2009 by way of e-mail or delivered to address listed above. A summary of all questions and answers in the form of an addendum will be posted within 2 business days on the State's website (<http://www.state.nc.us/PandC/>). A site visit can be offered if requested between May 11, 2009 and May 19, 2009 for those not familiar with any of the four (4) sites.

NOTICE TO OFFERORS:

- Offerors are cautioned that requirements of this RFP can only be altered by written addenda and verbal communications from whatever sources are of no effect.
- This is not an e-procurement solicitation. General information on NC E-Procurement service can be found at <http://eprocurement.ncgov.com>. However, within two (2) days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service <http://Vendor.ncgov.com>

I. INTRODUCTION

Central Regional Hospital, R.J. Blackley ADATC, C. A. Dillon School and Murdoch Center are seeking a contractor to provide garbage disposal services to all four (4) agencies located in Butner, North Carolina. Vendor selection will be done through a competitive bid process.

II. CONTRACT PERIOD

The new contract for Garbage Disposal Services is to become effective on July 1, 2009 and continue through June 30, 2010, with the State's option to renew for two (2) additional years in increments of one (1) year each.

It will be the judgment of each facility that is a party to this contract as to the acceptability of the service Provided by the Contractor. Unacceptable service to any one of the facilities could be grounds for termination or the entire contract.

III. SCOPE OF WORK

A. Facilities

Central Regional Hospital

Year Round –One (1) 30 CY Self Contained Compactor (owned by Facility) Hauled twice (2) a week. (Mondays and Thursdays)

Containers requiring pick-up Monday, Wednesday, and Friday:

Whitaker School
Youth Center #1, #2
CPI, SU #4

Containers requiring pick-up once a week:

Old Medical Service #1
Old Medical Service #2
Adult Admission #1
Laundry (Every Friday)
Sewing Room
Canteen
Brown Building

Administration Building
Fire Station
Plumbing Shop
Auto Shop
Electrical Shop
Warehouse
Pharmacy
Carpenter Shop
Work Activity Center
Camp Barham (Seasonal)

**Emergency (non-routine) pick-ups (approximately 30 for all institutions (yearly)
(Maximum of three hours response time)**

Administration Building	Medical Service 1 - #1
Whitaker School	Medical Service 2 - #1
CPI SU #4	Cathell Building
Sewing Room	Plumbing Shop
Warehouse	Electrical Shop
Picnic area at Lake	Kitchen 39
Pharmacy	

Container – Picked-up as needed

The Contractor shall provide a 30 CY Open Top container in the Plant Operations area of Central Regional Hospital for the disposal and removal of all unserviceable white goods (washers, dryers, refrigerators, etc.).

R.J. Blackley ADATC

Container requiring pick-up Monday, Wednesday, and Friday:

R.J. Blackley ADATC Unit, SU #3

**Emergency (non-routine) pick-ups (approximately 30 for all institutions (yearly)
(Maximum of three hours response time)**

R.J. Blackley ADATC Unit, SU #3

Murdoch Center

Containers will be required for special events – Farm Day (3-6cy), Employee Appreciation Day etc.

Containers requiring pick-up Monday, Wednesday, and Friday:

Edgewood
Edgewood Kitchen
Main Kitchen #1
Main Kitchen #2
Briarwood
Meadowview
Parkview
Newport
Ridgeway #1
Ridgeway #2
Infirmary
Pine view
Arbor
Alpine #1
Royal Cottage
Beacon
Summerset #1
Canteen and School
Woodside

Containers requiring pick-up once a week:

B-5/QI Bldg.
Staff Development and Administration Building
Linen Room
Plumbing Shop
Workshop
Warehouse
Boiler Room
Carpenter Shop
Picnic Area at Lake (Except Summer months)
Controller's Office-205 West E Street #1, #2
CPU
Canteen

Emergency (non-routine) pick-ups: (Maximum of three hours response time.)

Pine View	Picnic area at Lake
Arbor	Linen Room
Woodside	Beacon
Meadowview	Main Kitchen
Administration Building	Warehouse
Plumbing Shop	Workshop
Rehab. Services & Canteen	

C.A. Dillon School

Containers picked up Monday, Wednesday, and Friday:

1 – 2cy Container
3 – 6cy Container
3 – 4 CY Container

(Maximum of three hours response time for emergency (non-routine) pick-ups.

***NOTE: Driver must go inside Administration Building, sign in/out driver and any riders, before entering the gate.**

B. Special Instructions for Recycling

Locations for OCC containers are listed below:

Central Regional Hospital

Cathell Building
Warehouse
Work Activities Center
Medical Service #1
Medical Service #2
CPU
Whitaker

R.J. Blackley ADATC

SU #3

Murdoch Center -

Warehouse
Main Kitchen #1, #2
Rehab. #1, #2

C A Dillon -

Main Kitchen

Umstead Correctional Center -

Kitchen

The OCC containers must be emptied once or twice per week depending upon need, and the cardboard stored on the truck until a full load is obtained for sale.

The Contractor will be expected to assist each facility in re-cycling of old corrugated cardboard (OCC) to include hauling, providing special containers, etc. for a fee structured equivalent to other contract rates and provisions.

The Contractor shall provide front-end loading (FEL) containers at locations throughout the facilities in Butner. These containers will be designated for old corrugated cardboard only, with a slot for OCC boxes to be deposited into the container. Boxes must be broken down to fit through the slot. Each container shall be identified “for cardboard only” by decals and paint (white on the backside of the container where the slot is located). The contractor shall provide promotion, education, and training for those who will be involved in the program, as well as instructional posters and flyers.

Monthly reports must be provided by the Contractor giving total OCC collected and diverted from the landfill. The contractor shall make arrangements to sell the OCC to a recycling business and return the proceeds from the sale of the OCC to C.A. Dillon School, Murdoch Center and John Umstead Hospital based on the following percentages of total OCC sales.

C. A. Dillon School	6%
Murdoch Center	47%
Central Regional Hospital	47%

The proceeds from the sale of the OCC will be returned to the above institutions in the form of a credit on each institutions monthly invoice.

C. Trash Collection Specifications

The Contractor must provide all solid waste removal services to C. A. Dillon, Murdoch Center, and Central Regional Hospital in accordance with the following conditions:

1. The Contractor shall provide containers, which must be the type with doors on each side and the top that can be locked with the exception of 30-yard roll-off containers. All locks for the containers will be provided by the Facilities. The containers must be kept clean and in good working condition at all times. Five (5) sizes of containers are required:
 - (a) thirty (30) cubic yard
 - (b) eight (8) cubic yard
 - (c) six (6) cubic yard
 - (d) four (4) cubic yard
 - (e) two (2) cubic yard
 - (f) one (40) cubic yard

Approximately:

- 3 - 30 cubic yard containers (1 is for recycle of metal/dump at call)
- 4 - 8 cubic yard containers
- 52 - 6 cubic yard containers
- 4 - 4 cubic yard containers
- 1 - 2 cubic yard container will be required to provide trash collection services for all the Facilities.
- 1- 40 cubic yard container

Approximately:

- 4 - dumps/month required for the 30 cubic yard containers -Solid Waste
- 31 - dumps/month required for the 8 cubic yard containers - OCC
- 484 - dumps/month required for the 6 cubic yard containers - Solid Waste
- 50 - dumps/month required for the 6 cubic yard containers - OCC
- 47 - dumps/month required for the 4 cubic yard containers - Solid Waste
- 5 - dumps/month for the 2 cubic yard containers - Solid Waste
- 9 - dumps/month for the 40 cubic self contained compactors – Solid Waste

The number of containers and dumps may be increased or decreased as determined by the Facilities.

- All container drains must be plugged.
- All containers must have signage "No Parking" stenciled in white letters.

2. It will be the responsibility of the Contractor to unlock and relock all top-locked containers.

3. All trash must be picked up each Monday, Wednesday, and Friday and any other days when needed or requested by the Facilities, between the hours of 5:30 PM - 10:00 PM and 5:00 AM - 7:00 AM and other hours when required for emergencies or special pick-ups to prevent trash pile-ups on outside of containers. (There must be a response time of no more than three (3) hours for emergency or non-routine pick-ups.) These hours are required in order to protect all residents/patients and the Contractor from possible accidents. The Special Instructions under Section III shows a more detailed breakdown of other probable container requirements in time and location.
4. The contractor must use pick up vehicle equipped with front floatation tires with a minimum 12-inch width tread. This is required to prevent damage to asphalt around containers. There will be no relocation of any container without prior approval of the Central Regional Hospital's Business Manager or through the Business Office at the individual institutions.

D. Invoicing

The Contractor will be required to bill each Facility in duplicate monthly, specifying the number of containers, size, and dumps for each container. The Contractor will levy no other expenses or costs on the Facilities with one exception. Upper Piedmont Landfill will bill tonnage on roll off containers to the institution (Central Regional Hospital and Murdoch Center).

IV. QUALIFICATIONS

A. Certified

The selected Contractor must be certified by the North Carolina Department of Health as a trash collection agency and licensed to operate in Granville Co.

B. Judgment

The Offeror must provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Offeror or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there is none. The Agency reserves the right to reject a proposal based on this information.

C. Experience

Offerors must have a minimum of two (2) years providing the type of service.

D. Subcontractor's Qualifications

The Contractor shall require subcontractors to comply with all provisions herein. The Contractor shall be held liable for compliance with all duties, functions, credentialing and qualifications required by the RFP, whether performed by the Contractor or a Subcontractor.

V. PROPOSAL REQUIREMENTS

Offerors must include the following with their proposal:

- A completed Cost Proposal (see **Attachment A**)
- A completed and signed Execution Page (see **Attachment B**)
- A minimum of three (3) references from current customers
- A copy of your Garbage Disposal NC License
- All addenda (if applicable) are to be signed and returned with the bid proposal.
- Proof of Insurance

REFERENCES: Provide a minimum of three (3) references for which you currently perform similar services as described herein. Include the name of the firm, a contact person, length of time services have been provided, address, e-mail address and/or telephone number:

1) _____

2) _____

3) _____

VI. EVALUATION PROCESS

A. Award Criteria

As provided by statute, award will be based on the lowest bid most advantageous to the State as determined by consideration of:

1. Competitive and reasonable price.
2. Quality and flexibility of service and equipment.
3. Experience in providing services to similar facilities.
4. Request for Bidder's judgment as to which providers' method of services and track record will provide the greatest safety to residents/patients.
5. Ability to respond to special needs and special circumstances without added cost (except for volume) or difficulty to the facilities in securing the special services.
6. Guarantee of no added costs except for added volume during the life of the contract.

B. Determination of Successful Proposal

The Vendor whose proposal is deemed to be in the best interest of the State will be recommended as the successful Vendor. A recommendation for award will be made and submitted for approval by the Department of Health and Human Services as well as the Department of Administration Purchase & Contact Office.

When final approval is received, the State will notify the selected Vendor. If the State rejects all proposals, it will notify all Vendors. The State will post the award on the State website at <http://www.state.nc.us/PandC/>. The posting will be under the RFP number.

Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

Award of Contract: It is the general intent to award this contract to a single overall bidder on all services. The right is reserved, however, to make awards on the basis of individual services or groups of services, if such shall be considered by the State to be most advantageous or to constitute its best interest. Bidders should show pricing for each service proposed, but are requested also to offer a lump sum price.

VII. GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. CERTIFICATION: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

3. ORAL EXPLANATIONS: The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

4. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

5. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

6. It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

7. COST FOR PROPOSAL PREPARATION: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.

8. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of **90 days**. Although the contract is expected to be awarded prior to that time, the **90 day period** is requested to allow for unforeseen delays.

9. TITLES: Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

10. CONFIDENTIALITY OF PROPOSALS: In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

11. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.

12. OFFEROR'S REPRESENTATIVE: Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

13. SUBCONTRACTING: Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

14. PROPRIETARY INFORMATION: Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL".

Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

15. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, DHHS 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.

16. PROTEST PROCEDURES: When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$25,000.00, they must submit a written request to the State Purchasing Officer, Division of Purchase and Contract, 116 West Jones Street, Raleigh, NC 27603 or via US Mail to 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received by the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are posted on the internet at <http://www.state.nc.us/pandc/>. Offerors may call (919) 733-2105 to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

17. TABULATIONS: The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: < <http://www.state.nc.us/pandc/> >. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.

18. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: < <http://www.state.nc.us/pandc/> >.

19. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

20. LIMIT OF LIABILITY: Neither the State of North Carolina, nor its employees shall be responsible for any liability claims against the Contractor.

21. PARTIES TO THE CONTRACT:

The parties to this Contract are the North Carolina Department of Health and Human Services and the Contractor selected through this RFP process.

Contract Documents:

The Contract consists of the following documents, incorporated herein by reference:

- (a) The Addenda to this RFP, if any;
- (b) This RFP; and
- (c) The Contractor's Proposal.

Administrators for the Contract:

The Department's contract administrator is named below. The Contractor's contract administrator has been identified in the Contractor's proposal. The contract administrators are the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his or her address and telephone number by written notice to the other party.

Contract Administrator for the NC Department of Health and Human Services for all issues regarding day-to-day activities as described in the RFP:

NAME:	Steve Bruno
TITLE:	Business Manager
AGENCY:	Central Regional Hospital
DIVISION:	Division of Mental Health, Developmental Disabilities and Substance Abuse Services
LOCATION:	300 Veazey Road Butner, NC 27509
PHONE NUMBER:	919-764-7246
EMAIL:	Steve.Bruno@ncmail.net

Administrator for the Contractor:

VIII. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

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

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. The Contractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Division that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Division. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

Default and Termination

Termination without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or

compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: The Department of Health and Human Services' basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the contract. If the contract is subject to Federal policy and regulations, record retention will normally be longer than three years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this contract has been started before expiration of the three year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period described above, whichever is later. Therefore, records shall not be destroyed, purged or disposed of without the express written consent of the Division.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with Vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the Vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising

Attachment A

COST SHEET

In calculating collection costs for the new contract, **Contractors are to use, as a baseline, the National Average per gallon for diesel fuel as of May 2009.** Once the contract has been enacted, if diesel fuel costs vary more than 2% (up or down), then adjustments will be made on a monthly basis between the Contractor and Vendors.

The Business Manager of Central Regional Hospital is designated as the Contract Administrator (project coordinator) for the Facilities. However, any changes in the scope of the contract which will increase or decrease the Contractor's compensation shall not be effective until they have been approved by the contracting officer and the NC Department of Health and Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services.

The unit price per dump is to be based on hauling to the Upper Piedmont Landfill, in Person County and dumping at the current price per load (March, 2009) charged to the Facilities. If the Upper Piedmont Landfill changes the rates and/or location, the Facilities and the Contractor will adjust the unit price per dump accordingly, upon written proof from Upper Piedmont Landfill.

- | | | |
|-----|----------|---|
| (a) | \$ _____ | Rent per month for each 40-cubic yard container and |
| (b) | \$ _____ | Rent per month for each 30-cubic yard container and |
| (c) | \$ _____ | Per haul of each 30-cubic yard container *
*Upper Piedmont Landfill will bill Central Regional Hospital, JUH and Murdoch Center tonnage. |
| (d) | \$ _____ | Rent per month for each 8-cubic yard container and |
| (e) | \$ _____ | Per dump of Central Regional Hospital 30-cubic yard compactor |
| (f) | \$ _____ | Per dump of each 8-cubic yard container |
| (g) | \$ _____ | Rent per month for each 6-cubic yard container and |
| | \$ _____ | Per dump of each 6-cubic yard container |
| (h) | \$ _____ | Rent per month for each 4-cubic yard container and |
| | \$ _____ | Per dump of each 4-cubic yard container |
| (i) | \$ _____ | Rent per month for each 2-cubic yard container and |
| | \$ _____ | Per dump of each 2-cubic yard container |
| (j) | | Fee per dump for each emergency (non-routine): |

\$ _____	40-cubic yard (Hauling fee only)
\$ _____	30-cubic yard (Hauling fee only)
\$ _____	8-cubic yard
\$ _____	6-cubic yard
\$ _____	2-cubic yard

(h) Bids for the recycling function is as follows:

\$ _____ Rent per month for special 8-cubic yard containers

\$ _____ Per dump for OCC pick-up

\$ _____ Rent per month for special 6-cubic yard containers

\$ _____ Per dump for OCC pick-up

Attachment B

EXECUTION PAGE

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The offeror can and will provide the specified performance bond or alternate performance guarantee.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award. The E-Procurement Service fee does not apply to this RFP.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ **E-MAIL:** _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____ **FAX NO:** _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States? ☐ Yes ☐ No
(If yes, describe in technical proposal.)

BY: _____ **TITLE:** _____ **DATE:** _____
(Signature)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL

The NC Department of Health and Human Services/ Central Regional Hospital, John Umstead Hospital, C. A. Dillon School and Murdoch Center

BY: _____ **TITLE:** _____ **DATE:** _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
Unsigned proposals will not be considered.