

ISSUE DATE: 04 Nov 1997

REQUEST FOR PROPOSAL (RFP)
PROPOSAL NUMBER: B639983

ISSUING AGENCY: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
MATERIALS SUPPORT DEPARTMENT/PURCHASING DIVISION
440 WEST FRANKLIN STREET CB# 1100
CHAPEL HILL, NORTH CAROLINA 27599
ATTENTION: Ms Sunde' McCann
(919) 962-4527

REQUEST FOR PROPOSAL

TITLE: OUTDOOR RECYCLABLE COLLECTION SERVICES CONTRACT
FOR THE UNIVERSITY OF NORTH CAROLINA AT
CHAPEL HILL

ISSUING AGENCY: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
OFFICE OF WASTE REDUCTION AND RECYCLING
CHAPEL HILL, NORTH CAROLINA 27599-1610

IMPORTANT: This is a **TWO-STEP RFP** process. The technical proposals and the cost proposals are to be submitted in separate sealed envelopes. Indicate firm name, RFP # and the word "Technical Proposal" on the front of the sealed technical proposal envelope or package, along with the date for receipt of proposals specified below. Indicate the firm name, RFP# and the word "Cost Proposal" on the front of the sealed cost proposal envelope or package, along with the date for receipt of proposals specified below

Sealed technical and cost proposals will be received until **3:00 p.m. on 05 Dec 1997** for furnishing services described herein at the address indicated above as Issuing Agency. Proposals not received by **3:00 p.m. on 05 Dec 1997** shall not be considered.

A Pre-proposal Conference will be conducted at **4:00 p.m. on 21 Nov 1997**. The assembly point will be, the University of North Carolina at Chapel Hill, 440 W Franklin St, Room 217, Chapel Hill, NC.

The Pre-proposal Conference is **MANDATORY** for all prospective contractors who wish to have their proposal considered. The Pre-proposal conference will serve as the cut-off date for submission of questions. Answers to questions regarding the content and interpretation of this Request for Proposal shall be valid only when provided at the Pre-proposal Conference.

Pursuant to G.S. 143-48 and Executive Order No. 77, the state invites and encourages participation in this procurement by businesses owned by minorities, women and the disabled.

**ARTICLE I
GENERAL PROVISIONS**

Section 1.01 PURPOSE

This Request for Proposal (RFP) is being issued to obtain a contract to provide Outdoor Recyclable Collection Services for the University of North Carolina at Chapel Hill, Office of Waste Reduction and Recycling.

ARTICLE II DEFINITIONS

As used in this agreement, the following terms shall have the meanings indicated below:

Section 2.01 ALUMINUM CANS: "Aluminum Cans" shall mean all non-aerosol food and beverage containers consisting of only 100% aluminum metal.

Section 2.02 BIMETALLIC CANS: "Bimetallic Cans" shall mean all non-aerosol food and beverage containers consisting of a combination of steel and aluminum materials.

Section 2.03 CONTRACTOR: "Contractor" shall mean the Contractor that will provide the recycling services for the "University".

Section 2.04 GLASS: "Glass" shall mean all empty food and beverage bottles and jars made of clear, green, blue or brown glass. Expressly excluded from this definition of glass are lead crystal, porcelain, ceramic products, mirrors, tempered or plate glass and light bulbs.

Section 2.05 NEWSPRINT: "Newsprint" shall mean paper made from ground wood having printed thereon news and other matters of public interest and accompanying inserts. This does not include glossy magazines or periodicals.

Section 2.06 PLASTIC CONTAINERS: "Plastic Containers" shall mean all empty bottles made of **Polyethylene Terephthalate (PET), polypropylene (PP), High Density Polyethylene (HDPE), Low Density Polyethylene, or Polyvinyl Chloride (PVC)**, most commonly, including but not limited to plastic bottles used as containers for soda, milk, and other consumer food products, or for household cleaning products and personal care products. This may also include plastic special event cups.

Section 2.07 RECYCLABLE(S): "Recyclable(s)" shall mean those materials identified by the University for collection, processing, recovery, or reuse as part of the University Outdoor Recycling Program.

Section 2.08 RECYCLING SITE(S): "Recycling Site(s)" shall mean any outdoor point within four (4) feet of a Contractor serviced container, or within the confines of any physical barrier (e.g. wall, fence) specifically delineating an OWRR outdoor recycling area.

Section 2.09 STEEL CANS: "Steel Cans" shall mean all non-aerosol food and beverage containers consisting of 100% steel.

Section 2.10 TERM: "Term" shall refer to the length of time the contract will be valid including the two, one year extension(s) if the University elects to extend the agreement subject to the conditions and provisions of this agreement.

Section 2.11 UNIVERSITY: "University" shall mean, The University of North Carolina at Chapel Hill for its Office of Waste Reduction and Recycling (OWRR).

ARTICLE III DUTIES AND RESPONSIBILITIES OF CONTRACTOR

The Contractor hereby agrees to work directly with the University, or its designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the term of this agreement.

Section 3.01 The Contractor shall have, at a minimum, the capability to provide Recyclable collection services for one hundred and fifty (150) tons of Recyclable materials per month. The Contractor shall have recycling market/end users for all recyclable items it collects from the University. It is an essential requirement of this contract that neither objectionable odors, noxious gases, nor putrescent liquid shall escape during or after the process of collection, conveyance, or treatment of the Recyclables.

Section 3.02 The Contractor shall be responsible for its personnel and shall take any and all measures necessary to fully perform the contract during any strike or other labor problems.

Section 3.03 The work to be done shall consist of the collection, processing and marketing of the following recyclable materials:

- A. Clear Glass Bottles and Jars
- B. Brown Glass Bottles and Jars
- C. Green and Blue Glass Bottles and Jars
- D. Aluminum Cans
- E. Newsprint
- F. Steel and Bimetallic Cans
- G. Glossy Magazines and Catalogs
- H. Plastics

Section 3.04 The Contractor shall have a telephone number at his/her office/plant, properly listed in a telephone directory of general circulation, and shall attend said telephone from the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday. An operable cellular telephone shall be in the service vehicle that runs every day.

Section 3.05 The Recyclable materials identified herein shall be removed from all University outdoor Recycling Sites and campus affiliates.

Section 3.06 The Contractor shall take title to any Recyclables once the Contractor removes them from University property. The Contractor shall be solely responsible for all disposal costs associated with the Recyclables.

Section 3.07 All Recyclables shall be removed from all University outdoor Recycling Sites (see **Appendix A**). Trucks used for the collection of Recyclables shall be equipped so that Recyclable materials will not escape therefrom. In addition, the name of the Contractor and his/her telephone number shall be painted on each side of the truck in letters of legible size.

Section 3.08 The Contractor shall keep a four (4) foot area surrounding each Recycling Site clean of debris and trash every time it picks up materials. All trash is to be disposed of properly. The Contractor shall also maintain cleanliness of the containers.

Section 3.09 Pick-up schedules shall range from daily to monthly depending on the volumes of Recyclables generated by each University building and off campus affiliate as well as each collection site. All call-in requests for pick-up of materials shall be performed within two (2) business days from when the request is communicated by the University. The Contractor's driver shall contact the Contract Administrator daily to receive complaints or requests for special pick-ups. The University may submit to the contractor's driver a daily summary of complaints and special requests. Complaints shall be corrected within 24 hours. Complaints or rework not corrected by the Contractor within 24 hours may be corrected by the University and the cost deducted from payments due the Contractor as described in **Section 4.05**. The University may require the Contractor to service the containers at an unscheduled time. These pick-ups shall be performed within twenty-four (24) hours of receipt of a call. The

Contractor shall maintain pick-up schedules of sufficient frequency and will alter pick-up frequency, schedule, method, or equipment to meet the needs of the University at the request of the University.

Section 3.10 All collection of Recyclables shall be made between the hours of 5:00 a.m. and 7:00 p.m, Monday through Friday. On occasion, the Contractor may be called upon to render services at Recycling Sites on Saturdays and/or Sundays.

Section 3.11 During the performance of regularly scheduled visits, the Contractor shall empty all containers filled to a level at or exceeding 20% of their intended capacity.

Section 3.12 The Contractor shall report to the University within one week from award of the contract for the purpose of establishing scheduled routes for materials collection, establishing priorities for collection location and materials. The Contractor shall report to the University whenever there is a need for planning and implementing any expansion to include additional Recycling Sites and/or Recyclable materials. The Contractor shall provide updated schedules to the University every time there is a change.

Section 3.13 The Contractor shall maintain pick-up schedules of sufficient frequency and will alter pick-up frequency, schedule, method, or equipment to meet the needs of all University buildings, campus affiliates, and central recycling collection sites at the request of the University.

Section 3.14 The Contractor shall comply with written requests from the University for container set up or alterations within five (5) business days of receipt of request (see **Appendix B**). University owned recycling containers shall be distributed and serviced by the Contractor as directed by the University.

Section 3.15 No outdoor Recycling Site shall have more than two (2), 90 gallon containers for any single material category and shall have no more than eleven (11), 90 gallon containers total. Requests for exceptions to this shall be submitted to the University for review and determined on a case by case basis.

Section 3.16 The Contractor shall insure that all recycling containers are marked. The Contractor shall use signs supplied by the University or Contractor designed signs, if approved by the University. All Contractor designed and made signs, placards, emblems or brands affixed to all recycling containers or University property must conform to standards established by the University. Such standards shall include, but not be limited to, consideration with respect to size, lettering, color, display of logos, phone numbers, and general content. In addition, the Contractor shall maintain at a minimum, signage on all lids of the containers and signage on the body of the containers so as to be readily visible by the public.

Section 3.17 The Contractor shall take reasonable care in the handling of recycling containers and shall not willfully break, deface or damage the same. All covers will be placed back on the containers when returned to their place of collection. All containers broken or destroyed as a result of improper or careless handling by the Contractor or persons in its employ shall be replaced by the Contractor at its own expense.

Section 3.18 The Contractor shall not block pedestrian and vehicular passageways, nor shall the Contractor block accessibility to doorways or other building entryways.

Section 3.19 The Contractor shall quarterly update the list and/or map of the outdoor Recycling Sites, the day(s) collections are proposed for each site, and the location, quantities and size of containers for each site. The University shall review the updates to determine if any changes need to be made to the Recycling Sites.

Section 3.20 The Contractor shall maintain records that verify the amounts indicated on the monthly report (i.e. weigh tickets). Upon request, the Contractor shall supply said records to the University. The University may, on unannounced occasions, audit the collection, conveyance, and weighing procedures of the Contractor to assure that efficient operational practices are being maintained.

Section 3.21 The Contractor shall prepare and maintain records giving his/her name, address, telephone number(s), location of, number of and size of containers, and collection day(s) for each recycling container at each building and collection site.

Section 3.22 The Contractor shall provide the University with monthly reports during the contract period, due within seven (7) working days of the end of the previous monthly period. Format of Monthly Report shall be as approved by the University. At a minimum, the reports shall include:

- A. Total poundages and tonnages for each type and grade of Recyclable picked up on a per location basis
- B. Total poundages and tonnages of each type and grade of material for that month
- C. Locations and schedules of all pick-up points
- D. Planned changes in the route or schedule
- E. Brief executive summary to include:
 - 1. Progress and problems experienced with collection
 - 2. Experience and problems with participation
 - 3. Experiences and problems with materials marketing
 - 4. Information on market prices, condition of local markets for those materials which are being collected and those which are planned for program expansions

Section 3.23 All vehicles owned or used by the Contractor or agents in its employ must obtain and display appropriate University permits, and shall be operated pursuant to regulations and requirements established by the University of North Carolina at Chapel Hill, Department of Public Safety. Parking permits are the responsibility of the Contractor and can be purchased and obtained by contacting the Department of Public Safety at 962-3951.

Section 3.24 A representative of the Contractor shall meet with a representative of the University, at a minimum, on a bi-monthly basis, with the meeting locations to be determined by mutual agreement of both parties.

Section 3.25 The Contractor and the University will work together to eliminate contamination of Recycling Sites.

ARTICLE IV TERMS AND CONDITIONS

Section 4.01 TERM

This agreement shall be binding on both parties for a one year period beginning on the date of contract award. The University shall have the option of extending the contract for two (2) additional one year terms. The University shall give the Contractor written notice of its intent to renew no less than 90 days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. Contractor shall respond within 30 days of this notice with any exceptions to changes to the original contract terms. The exceptions shall be negotiated between the University and the Contractor during the remaining 60 days of the notice period. If there are no exceptions taken or, upon mutual agreement of the parties concerning renewal terms, the Contractor shall sign the renewal notice and send it back to the University. The total term of this contract shall not exceed three (3) years.

As part of the renewal process, the costs payable to the Contractor for services rendered subsequent to the first year of this contract and annually thereafter, may be adjusted upon application by the Contractor to the Contract Administrator sixty (60) days prior to July 1, 1998 to reflect the increase or decrease in the National Cost of Living index, as published by the U.S. Bureau of Labor Statistics. If the amount of the increase is more than 5% the University reserves the right not to renew the contract. If this agreement is not renewed, said agreement shall terminate.

Section 4.02 PAYMENT

Requests for payment of services provided by the Contractor shall be submitted in accordance with **Section 3.05**. Invoices shall be submitted monthly within the first seven (7) working days of the month. Invoices shall be mailed to and approved by the Contract Administrator. Contractor shall use attached format (see Appendix D). Revenues from the sale of recyclables are payable to UNC-CH.

Section 4.03 REGULATIONS

The University and Contractor shall comply with all Federal, State and local laws, statutes, ordinances and regulations as applicable to this agreement. These shall include the rules, regulations, and interpretations of the North Carolina Department of Labor relative to Occupational Safety and Health Standards pertinent to the work specified herein. By signing and submitting a proposal, the Contractor certifies its compliance with all applicable local, state and federal laws and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations. At the request of the University, the Contractor will provide evidence of compliance.

Section 4.04 DEFAULT

Should the University determine that the Contractor is not satisfactorily providing services as outlined within this agreement, the University may, by written notice to the Contractor, demand that the Contractor provide service(s) in question in a satisfactory manner. If the Contractor does not cure such failure within a period of twenty-four (24) hours after receipt of the notice from the University specifying each failure, the University may terminate the whole or part of the contract in question. In the event the University terminates this contract in whole or part as provided herein, it may procure, in such a manner as it deems reasonable and appropriate, such services as required by this agreement and the Contractor shall be liable for any cost for such services. However, if this agreement is terminated in part, the Contractor shall be required to continue the performance of this agreement to the extent not terminated under the provisions of this clause, while remaining liable for any cost of services obtained by the University to cover services canceled due to unsatisfactory services from the Contractor under this agreement.

Section 4.05 TERMINATION

The University may terminate this contract without penalty for any reason upon thirty (30) day written notice to the Contractor. Upon termination of the contract for any cause, including expiration thereof, the Contractor shall furnish the University with specific locations and frequency of collection at each site, including number of recycling containers being used and their sizes.

Section 4.06 INDEMNIFICATION AGREEMENT

The Contractor shall indemnify the University against any and all liability, claims, and costs of whatsoever kind and nature, for injury to or death of any persons, for loss or damage to any property in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection

with this agreement resulting in whole, or in part from the acts or omissions of the Contractor, or any employee, agent, or representative of the Contractor, and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights or copyright rights and shall save the University from loss on account thereof.

Section 4.07 BANKRUPTCY

Upon entry of a judgment of bankruptcy or insolvency by or against the Contractor, the University may terminate this contract for cause.

Section 4.08 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

All provisions relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, national origin, age, veteran status, or disability shall be incorporated as a part of the resulting contract.

Section 4.09 CONTRACT ADMINISTRATOR

After award, the Contract Administrator and liaison for this contract will be the Office of Waste Reduction and Recycling.

Section 4.10 CONTRACT DOCUMENT

The contract shall be deemed to include, by incorporation, the following documents:

- a. The Contractor's technical and cost proposal
- b. This Request For Proposal
- c. Any written amendments to the contract which may be issued from time to time.
- d. Purchase Order

In accordance with Section 6.01, to the extent the Contractor's proposal conflicts with this RFP, this RFP shall govern the conduct of the parties. Changes to the contract, or any of its terms and conditions, may be made only by written amendments stipulating the changes to be made and the effective date. Each amendment must be signed by both the Contractor and the University.

Section 4.11 APPROPRIATIONS

The Contractor agrees and understands that payment as specified in the resulting contract for the period set forth herein, or any extensions or renewal thereof is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose and the contract shall automatically terminate upon depletion of such funds.

Section 4.12 INDEPENDENT CONTRACTOR

The Contractor shall not be an employee of the University, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments which shall bind the University or to otherwise act on behalf of the University except as the University may expressly authorize in writing.

Section 4.13 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 the University in accordance with General Statute 147-64.7.

Section 4.14 ASSIGNMENT

No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the University and solely as a convenience to the Contractor, the University may:

- A. forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- B. include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

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

Section 4.15 PROTEST PROCEDURES

A party wanting to protest a contract awarded pursuant to this solicitation must submit a written request to the State Purchasing Officer, Division of Purchase and Contract, 116 West Jones Street, P.O. Box 29582, Raleigh, N.C. 27626-0582. This request must be received in 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. Offerors may call the University 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.

Section 4.16 PERFORMANCE BOND

The University will require a performance bond in an amount equal to one hundred percent (100%) of the proposal price. The successful Contractor shall deliver the bond within ten (10) days after receipt of notification of award. Said performance bond shall be a bond posted with an approved surety company authorized to do business in the State of North Carolina, or by an irrevocable letter of credit from a financial institution authorized to do business in the State of North Carolina. The bond shall provide financial guarantee that the successful offeror will comply in all respects with the terms and conditions of the contract, in his/her obligation thereunder, including the specifications and any renewals therefore.

Further, the bond shall entitle the University, in the event of a default under the terms of the bond, to collect all or such part of the proceeds of the bond as necessary to provide the services as herein set forth.

Section 4.17 EXCLUSIVE RIGHT

To the extent the Contractor is satisfactorily performing the services required, assigned at outdoor collection sites, the exclusive right and privilege of collecting, removing, and marketing of all recyclable materials covered by this contract will be given to the Contractor. The University agrees to use reasonable efforts to prevent any person other than the contractor or employees of the University, from gathering, hauling, removing, or carrying any recyclable materials within the University limits which, by these specifications, the Contractor is required to collect, process, and market.

The University may utilize any recyclables for promotional, educational, research or experimental purposes whenever it deems necessary.

Section 4.18 CONFIDENTIALITY OF DATA

The Contractor agrees to keep in confidence and not disclose any information, written or otherwise, that they become aware of, as a result of collecting recyclables from the University.

**ARTICLE V
INSURANCE REQUIREMENTS**

Section 5.01 CONTRACTOR'S OBLIGATION

Contractor shall, at its own expense, obtain and maintain throughout the term of this agreement, at least the following policies of insurance from an insurance company duly authorized to do business in North Carolina:

A. Comprehensive general liability insurance insuring against loss arising from personal or bodily injury or death of any person and arising from property damage for occurrences on or in University property while conducting professional services. Such policy of insurance shall be issued by a company or companies with at least an "A" Best Rating or rating equivalent and qualified to do business in the State of North Carolina and with \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$1,000,000 aggregate limit.

B. Automobile Liability insurance including \$1,000,000 combined single limit per occurrence for bodily injury and property damage covering owned, not owned and hired vehicles.

C. Worker's compensation insurance, if required by applicable law, for all persons employed by company for any purpose on University property and company shall pay any and all contributions, taxes and costs of such insurance and benefits payable thereunder which are required to be withheld and/or paid by any employer under the provision of any applicable present or future law, ruling and regulation.

Section 5.02 EVIDENCE OF INSURANCE

Contractor shall provide copies of insurance binders (or certificates in lieu thereof) with respect to each of the insurance policies to be maintained, with the **Technical Proposal**. Each binder and policy required to be obtained and maintained pursuant to this Article V shall provide that it may not be amended, modified or canceled without a minimum of forty-five (45) days' notice to the University.

**ARTICLE VI
THE PROCUREMENT PROCESS**

Section 6.01 PROPOSALS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part of a Contractor's response will be waived and have no effect either on this RFP or any Contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Contractor may be grounds for rejection of the Contractor's proposal.

Section 6.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is mandatory for all prospective Contractors who wish to have their proposal considered. The Pre-proposal conference will serve as the cut-off date for submission of questions. Answers to questions regarding the content and interpretation of this Request for Proposal shall be valid only when provided at the Pre-proposal Conference. Any Contractor not represented at the Pre-Proposal Conference who submits a proposal will not be considered for award.

Section 6.03 SELECTION PROCESS

Following is a general description of the process by which a Contractor will be selected to provide required services:

- A. Request for Proposal sent to prospective Contractors.
- B. Contractors attend the mandatory pre-proposal conference. Proposals submitted by firms not represented at the pre-proposal conference will **NOT** be considered.
- C. Proposals will be received from each Contractor in two separate sealed package(s); one original and two copies of the Technical Proposal; and one original and two copies of the Cost Proposal.
- D. The original Technical and Cost proposals shall be signed and dated by an official authorized to bind the firm.
- E. The proposal must be received by the University no later than the date and time specified on the cover sheet of the RFP.
- F. After all Technical proposals have been evaluated, only the Cost proposals of those firms meeting the specifications will be opened.
- G. Award will be made to the responsible, responsive Contractor who offers the lowest and best bid most advantageous to the University in accordance with the specifications set forth in this RFP.

Section 6.04 PROPOSAL SUBMISSION AND OPENING

The Technical and Cost proposals must be received by the University no later than the date and time specified on the cover of this RFP.

Each Technical proposal and Cost proposal shall be sealed separately and shall be identified and shall bear the name of the firm, the RFP number, and the closing date for proposal submission.

At its option, the evaluators may request oral presentations, or discussions with any or all Contractors for the purpose of clarification or to amplify the material presented in any part of the Technical proposal. However, Contractors are cautioned that this provision is not mandatory; therefore, all Technical and Cost proposals should be complete and concise and reflect the most favorable terms available from the Contractor.

Section 6.05 REQUIRED PROPOSAL CONTENT

Qualified firms are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of the RFP. **Failure to include any required information in the proposal may disqualify a firm as a potential Contractor.** Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Contractor's abilities to satisfy the requirements of this Request. Emphasis shall be on completeness and clarity of content. The proposals shall be of sufficient detail to describe the following:

TECHNICAL PROPOSAL

- A. The Contractor shall fill out the questionnaire (See **Appendix C**) and submit the completed questionnaire with its Technical Proposal.
- B. The Contractor shall describe its overall experience and qualifications and/or credentials in providing a professional recyclable collection operation.

C. The Contractor shall furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew, times of collection, routing and methods proposed for collecting, receiving, transporting, conveying, handling and marketing of the recyclables. In particular, the methods, apparatus and equipment used to eliminate and control nuisances that may arise during the process of collection and transportation of the recyclable materials shall also be shown and described in detail.

D. The Contractor shall supply the methods and formulas used to determine poundages of each recyclable to be collected.

E. The Contractor shall provide copies of insurance certificates with respect to each of the insurance policies to be maintained in compliance with the provisions of **Article V**.

F. The Contractor shall list five (5) references, including point of contact, phone number and address, for contracts performed in the last five (5) years doing similar outdoor recycling collection.

G. The Contractor shall furnish a complete financial statement, detailing the financial condition of the Contractor.

COST PROPOSAL

Section VII, **PRICING SCHEDULE**, shall be completed and included in the proposal. There are three (3) pricing options on the **PRICING SCHEDULE**. **Option I** shall be priced with the University and the Contractor splitting the revenues, 50% each, on a monthly basis. **Option II** shall be priced with the Contractor receiving 100% of the revenues. **Option III** shall be priced with the University receiving 100% of the revenues. All blanks in Section VII, **PRICING SCHEDULE**, must be filled in.

Section 6.06 EVALUATION OF PROPOSALS

The Contractor's proposal shall be submitted at the time specified. Designated University staff members will evaluate the proposals received and will consider the following factors in recommending award to a qualified firm. These factors are not necessarily listed in order of priority.

- A. Overall experience and qualifications of the Contractor and proposed personnel.
- B. Substantial conformity with the specifications and other conditions set forth in the RFP.
- C. Pricing
- D. The overall quality of the proposal relative to those offered by other prospective Contractors.
- E. Performance of the Contractor as evaluated by other agencies which have issued contract awards to the Contractor.

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

The award of a contract to one Contractor does not mean that the other proposals lack merit, but that with all factors considered, that proposal was deemed to provide the lowest and best bid most advantageous to the University. Requirements of this proposal are the minimum acceptable.

Section 6.07 AWARD OR REJECTION

All qualified proposals will be evaluated and award made to the Contractor whose proposal is deemed to provide the lowest and best bid most advantageous to the University. The University reserves the unqualified right to reject any or all offers if determined to be in the best interest of the University.

Section 6.08 DECLINE TO OFFER

Any Contractor which received a copy of the RFP but which declines to make an offer is requested to send a formal "Decline to Offer" to the University. Failure to respond as requested may subject the Contractor to removal from consideration on future requirements.

Section 6.09 COST OF PROPOSAL PREPARATION

Any costs incurred by the Contractor in preparing or submitting proposals are the Contractor's sole responsibility; the department will not reimburse any Contractor for any costs incurred prior to award.

Section 6.10 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.

Section 6.11 ORAL EXPLANATIONS

The University will not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

Section 6.12 ADVERTISING

In submitting the proposal, the Contractor agrees not to use the results therefrom as a part of any news release or commercial advertising without prior written approval of the University.

Section 6.13 CONFIDENTIAL INFORMATION

To promote maximum competition and to protect the public bidding procedure from being used to obtain information which would normally not be available otherwise, the University shall maintain the confidentiality of certain types of information. All such information intended to be kept confidential must be designated in writing "Confidential". The obligations of non-disclosure shall not apply to the following:

- A. Information which, at the time of disclosure is in the public knowledge;
- B. Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement;
- C. Information which was in the possession of the University at the time of disclosure and which was not acquired, directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
- D. Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
- E. Information which is independently developed by the University's personnel not privy to the Information.
- F. Information contained in the Pricing Schedule, **Article VII.**

Section 6.14 RIGHT TO SUBMITTED MATERIALS

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors will become the property of the University of North Carolina at Chapel Hill when received.

Section 6.15 COMPETITIVE OFFER

Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that its proposal has not been arrived at collusively nor otherwise in violation of Federal or North Carolina antitrust laws. In submitting the proposal, the Contractor agrees not to discuss or otherwise reveal its technical or cost information to any other sources, government or private, until after the award of the contract. Contractors not in compliance with this provision may be disqualified.

Section 6.16 CONTRACTORS REPRESENTATIVE

Contractors shall submit the name, address, and telephone number of the person(s) with the authority to bind the agency and answer questions or provide clarification concerning the agency's proposal.

Section 6.17 PROPOSAL ACCEPTANCE PERIOD

This proposal shall be binding upon the Contractor for sixty (60) calendar days following the bid opening date. Any proposal on which the Contractor shortens the acceptance period may be rejected.

Section 6.18 EXAMINATION OF CONDITIONS

It shall be understood and mutually agreed that by submitting a bid the Contractor acknowledges that he/she has carefully examined all pertinent documents pertaining to the work, the general location, and has satisfied him/herself as to the nature of the work; condition of existing buildings and their accessory structures; conformation of the ground; character, quality and quantity of the materials to be encountered; general and local conditions, construction hazards and all other matters which can in any way affect the work under the contract. It is further mutually agreed that by submitting a proposal the Contractor acknowledges that he/she has satisfied him/herself as to the feasibility and meaning of these specifications and any associated documents relative to the work and that he/she accepts all the terms, conditions and stipulations contained therein; and that he/she is prepared to work in cooperation with other Contractors or University employees performing work at any of the sites.

Section 6.19 INFORMATION

In addition to the recyclables described in **Article 3, Section 3.07**, the University has a much larger waste stream. Please provide information concerning the Contractor's capabilities to provide recycling collection, processing, and marketing services for the following items:

- A. Animal Bedding
- B. Food Waste
- C. Construction Waste
- D. Phone Books

This Section is for **INFORMATION** purposes only and **will not** be evaluated as part of the proposal. Please submit this information in a separate sealed envelope.

**ARTICLE VII
PRICING SCHEDULE**

Section 7.01 The Contractor shall propose rates to furnish the labor, equipment, and appliances to collect, process, and market all identified recyclable materials in accordance with this RFP. **THE TONS SHOWN ARE ONLY ESTIMATED TONS PER MONTH . THE ACTUAL TONS MAY BE MORE OR LESS THAN THOSE SHOWN.** Award will be made to the lowest and best bid most advantageous to the University in accordance with **Section 6.06.**

A. MANDATORY RECYCLABLE COLLECTION SERVICES

OPTION I: Option I shall be priced with the University and the Contractor splitting the revenues, 50% each, on a monthly basis

<u>Material/Item</u>	<u>Per Ton Price</u>		<u>Estimated Ave Tons Per Month</u>	<u>Estimated Monthly Price</u>
Green, Brown and Clear Glass	_____ X	25	=	_____
Aluminum Cans	_____ X	2	=	_____
Newspaper	_____ X	35	=	_____
Steel and Bimetallic Cans	_____ X	0.2	=	_____
Glossy Magazines and Catalogs	_____ X	15	=	_____
Plastics	_____ X	1	=	_____
TOTAL ESTIMATED MONTHLY PRICE (add all Estimated Monthly Prices)				_____
				X 12 Months
TOTAL ESTIMATED CONTRACT PRICE (Total Estimated Monthly Price X 12)				_____

B. MANDATORY RECYCLABLE COLLECTION SERVICES

OPTION II: Option II shall be priced with the Contractor receiving 100% of the revenues.

<u>Material/Item</u>	<u>Per Ton Price</u>		<u>Estimated Ave Tons Per Month</u>	<u>Estimated Monthly Price</u>
Green, Brown and Clear Glass	_____ X		25 =	_____
Aluminum Cans	_____ X		2 =	_____
Newspaper	_____ X		35 =	_____
Steel and Bimetallic Cans	_____ X		0.2 =	_____
Glossy Magazines and Catalogs	_____ X		15 =	_____
Plastics	_____ X		1 =	_____
TOTAL ESTIMATED MONTHLY PRICE (add all Estimated Monthly Prices)				_____
				X 12 Months
TOTAL ESTIMATED CONTRACT PRICE (Total Estimated Monthly Price X 12)				_____

C. MANDATORY RECYCLABLE COLLECTION SERVICES

OPTION III: Option III shall be priced with the University receiving 100% of the revenues.

<u>Material/Item</u>	<u>Per Ton Price</u>		<u>Estimated Ave Tons Per Month</u>	<u>Estimated Monthly Price</u>
Green, Brown and Clear Glass	_____ X		25 =	_____
Aluminum Cans	_____ X		2 =	_____
Newspaper	_____ X		35 =	_____
Steel and Bimetallic Cans	_____ X		0.2 =	_____
Glossy Magazines and Catalogs	_____ X		15 =	_____
Plastics	_____ X		1 =	_____
TOTAL ESTIMATED MONTHLY PRICE (add all Estimated Monthly Prices)				_____
				X 12 Months
TOTAL ESTIMATED CONTRACT PRICE (Total Estimated Monthly Price X 12)				_____

The signature of an authorized company representative below certifies that the proposal was submitted competitively and without collusion.

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

NAME: _____

TITLE:

SIGNATURE (IN INK): _____

DATE: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____