

Proposal Number: RFP 64-805 Vendor: _____



STATE OF NORTH CAROLINA

The University of North Carolina Asheville

Request for Proposal #: RFP 64-805

Solid Waste and Recycling Collection and Hauling

Date of Issue: 11/8/2023

Proposal Opening Date: 12/11/2023

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Lane Brown

Purchasing Agent

Email: Lbrown@unca.edu

Phone: 828-232-2285

Proposal Number: RFP 64-805 Vendor: _____



STATE OF NORTH CAROLINA

Request for Proposal #

64-805

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


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

Vendor Name

Vendor eVP#

Electronic responses ONLY will be accepted for this solicitation.

Proposal Number: RFP 64-805 Vendor: _____

AGENCY: THE UNIVERSITY OF NORTH CAROLINA ASHEVILLE			
REQUEST FOR PROPOSALS NUMBER: 64-805			
Refer all inquiries to Lane Brown, Purchasing Agent			
<u>Lbrown@unca.edu</u>	Phone: 828-232-2285		Fax: 828-251-6743
Deadline to submit responses to this RFP: 12/11/2023 at 2:00 p.m.			

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, 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 RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

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VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

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

Vendor Checklist

By signing the Execution Page of this RFP, you are acknowledging the following items have been reviewed, signed and attached with Vendor response.

Failure to include this information with bid response may render proposal invalid and it **MAY BE REJECTED**.

Initials	Description
	<u>Pricing – Attachment A</u>
	<u>Instructions to Vendor – Attachment B</u>
	<u>North Carolina General Terms & Conditions – Attachment C</u>
	<u>HUB Supplemental Vendor Information – Attachment D</u>
	<u>Customer References – Attachment E</u>
	<u>Location of Workers – Attachment F</u>
	<u>Certification of Financial Condition – Attachment G</u>
	<u>Invoices – Section 4.2</u>
	<u>Vendor Experience – Section 4.5</u>
	Any Published Addenda on the electronic Vendor Portal (eVP) for this RFP

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1.0 PURPOSE AND BACKGROUND

UNC Asheville seeks proposals to provide Solid Waste and Recycled Materials Collection and Disposal Services for our campus in North Asheville.

With over **2900** students, and approximately 700 faculty and staff, UNC Asheville is one of seventeen institutions in the University of North Carolina system. The UNC system is intent upon incorporating sustainable measures into all aspects of University life, including the disposal of solid waste and recyclable material on campus. This focus on sustainability enables us to reduce our environmental impact, reduce emissions, and decrease our operating costs. Additionally, UNC Asheville has named Sustainability as one of our core values, committing to modeling sustainable campus practices. To demonstrate our dedication to these stated values, UNC Asheville works to reduce landfill waste through reuse and diversion of waste to alternative waste streams.

Required waste hauling and collection services include the supply and service of dumpsters for solid waste and commingled recycling at several locations on campus. Waste haulers should be equipped with scales capable of weighing each individual dumpster at every time of service.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the “Effective Date”) or 02/05/2024, whichever is later.

At the end of the Contract’s initial term, UNC Asheville shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. UNC Asheville will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract’s then-current term. In addition, UNC Asheville reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If UNC Asheville 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 RFP addendum. UNC Asheville may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, UNC Asheville rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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UNC Asheville may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. UNC Asheville will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	11/8/2023
Hold Pre-Proposal Meeting/Site Visit	State	11/16/2023 at 10 am
Submit Written Questions	Vendor	11/27/2023 at 5 pm
Provide Response to Questions	State	11/30/2023 at 5 pm
Submit Proposals	Vendor	12/11/2023 at 2 pm

2.4 MANDATORY SITE VISIT

Date: 11/16/2023
Time: 10:00 AM Eastern Time
Location: 220 Campus Drive
Millar Facilities Complex
Asheville, NC 28804
Contact #: 828-232-2285

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to Lbrown@unca.edu by the date and time specified above. Vendors should enter “RFP # 64-805 Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, UNC Asheville’s response, and any additional terms deemed necessary by UNC Asheville will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

eVP

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

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

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in UNC Asheville rejecting Vendor’s proposal, in UNC Asheville’s sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.

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- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Section 5 Specifications and Scope of Work of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #___ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a. **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b. **BUYER:** The employee of UNC Asheville or Other Eligible Entity that places an order with the Vendor.
- c. **CALL-BACK COLLECTIONS:** services required of the Contractor to correct collections performed below the standard set in this scope of work
- d. **CALL-IN COLLECTIONS:** services provided by the Contractor to the University on an other-than- scheduled basis. Call-in services are not to be confused with requests for the Contractor to return to the University because of collection performed below the standard set in this scope of work ("Call-Back").
- e. **COMMINGLED RECYCLABLES:** all paper and paper products (to include cardboard and cardboard products), aluminum and steel cans, glass jars and bottles, plastics and other products deemed acceptable for recycling by Curbside Management.
- f. **CONTRACT LEAD:** Representative of UNC Asheville who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to UNC Asheville and who will administer the contract for UNC Asheville.
- g. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- h. **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- i. **RFP:** Request for Proposal
- j. **SOLID WASTE:** Refuse generated by the University, which is not deemed to be radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazards or hazardous waste.
- k. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- l. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- m. **TEMPORARY CONTAINERS:** Additional containers placed on campus for less than 12 weeks. Temporary containers may be open-top roll-offs, standard trash or standard recycling containers. These containers will be billed outside the standard contract.

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- n. **TIPPING FEE:** the charge for disposing of solid waste in a municipal solid waste landfill, transfer station, or recycling processing facility. Charge is based upon accurate weight of materials deposited at the site.
- o. **UNC ASHEVILLE:** The University of North Carolina at Asheville is one of 17 schools in the State University System. Also referred to herein as “The University” or “University”.
- p. **VENDOR:** Supplier, contractor, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria UNC Asheville shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in UNC Asheville’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, UNC Asheville 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 RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to UNC Asheville to do so.

UNC Asheville reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

UNC Asheville will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and UNC Asheville reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of UNC Asheville.

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At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

In addition to the proposal's completeness, all qualified proposals will be evaluated, and award made based on consideration of the following criteria, to result in an award most advantageous to UNC Asheville:

- a. Qualifications and experience of the Vendor as requested in Vendor Experience (section 4.6) as well as information provided in oral presentations and reference letters/ reference checks (**up to 25 pts**)
- b. Stated ability of Vendor to work with UNC Asheville to accomplish objectives outlined in section 5.2 (**up to 10 pts**)
- c. Container and equipment maintenance plan (**up to 5 pts**)
- d. Vendors ability to provide actual weights for MSW and Commingled Recyclables (**up to 10 pts**)
- e. Stated ability to participate in special events including Green Olympics and Campus Race to Zero Waste which will require the delivery of additional dumpsters, extra collections, and weekly tonnage reports (**up to 10 pts**)
- f. Price (**up to 40 points**). UNC Asheville will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 40. All other competing proposals will be assigned a portion of the maximum score using the formula: $40 \times (\text{total from lowest cost proposal} \div \text{total from proposal being evaluated})$.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, UNC Asheville may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of UNC Asheville:

- a) Total cost to UNC Asheville
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of UNC Asheville's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand UNC Asheville's business requirements and internal operational culture
- g) Particular risk factors such as the security of UNC Asheville's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by UNC Asheville; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, UNC Asheville will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy UNC Asheville's needs as described in the RFP. Except as specifically stated

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in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in UNC Asheville exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for UNC Asheville to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to UNC Asheville for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

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

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

Invoices should be emailed monthly to acctspayable@unca.edu.

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

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. UNC Asheville is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify UNC Asheville within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to UNC Asheville. Vendor shall provide information as to the qualifications and experience of all personnel to be

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assigned to this project, citing experience with similar projects and the responsibilities to be assigned to each person. Vendor shall demonstrate experience with efforts to reduce greenhouse gas emission and reduction of landfill wastes.

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. UNC Asheville may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by UNC Asheville. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. UNC Asheville will approve or disapprove the requested substitution in a timely manner. UNC Asheville may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, UNC Asheville may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of UNC Asheville under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

5.0 SPECIFICATIONS AND SCOPE OF WORK

UNC Asheville seeks proposals to provide Solid Waste and Recycled Materials Collection and Disposal Services for our campus in North Asheville.

With over **2900** students, and approximately 700 faculty and staff, UNC Asheville is one of seventeen institutions in the University of North Carolina system. The UNC system is intent upon incorporating sustainable measures into all aspects of University life, including the disposal of solid waste and recyclable material on campus. This focus on sustainability enables us to reduce our environmental impact, reduce emissions, and decrease our operating costs. Additionally, UNC Asheville has named Sustainability as one of our core values, committing to modeling sustainable campus practices. To demonstrate our dedication to these stated values, UNC Asheville works to reduce landfill waste through reuse and diversion of waste to alternative waste streams.

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Required waste hauling and collection services include the supply and service of dumpsters for solid waste and commingled recycling at several locations on campus. Waste haulers should be equipped with scales capable of weighing each individual dumpster at every time of service.

5.1 GENERAL

- a. Contractor is to provide all labor, equipment and necessary licenses and fees to accomplish Solid Waste and Commingled Recycling Collection services for The University of North Carolina Asheville, Campus Operations. Contractor is to provide services on the University campus. (Historical volumes in [APPENDIX A](#))
- b. Contractor will perform services under a fixed-price contract for the base period of five (5) years, where payment for services rendered will be established as prescribed by the format of the Proposal Form. For the two (2) additional optional one-year terms, or for any subsequent extensions, a price adjustment will be negotiated in accordance with the Bureau of Labor Statistics, CPI, Water and Sewer and Trash Collection Services and changes to tipping fees. This adjustment will be annually and prior to the start of the option years. If the amount of the increase is more than 5%, the University reserves the right not to renew the contract. With the exception of Call-Ins, the Contractor will be paid for its contract performance period services no greater than those costs awarded under the contract cost schedule (Proposal Form) or the negotiated price, where permitted. In addition, a fuel surcharge fee may be negotiated in conjunction with each option year renewal. The University reserves the right to allow the fuel surcharge or not allow the charge.
- c. Contractor will bear all costs associated with performing the services hereunder to include fees, licenses, charges and tipping fees required by the nature of the business and those laws which are applicable thereto. All such costs will be included in the Contractor's proposed and awarded costs ([Attachment A Pricing](#)).
- d. Contractor will assume full responsibility and liability for all materials collected from point of collection, during transportation and any transfer, delivery to disposal point, and final disposition.
- e. Contractor shall commence performance of services upon the date specified in the contract award document at the frequency prescribed by the proposal forms. Service for containers adjacent to residence halls must begin no earlier than 7:30 am and no later than 9:30 am. All campus collections must take place between the hours of 6am and 3pm.
- f. Contractor will perform [Call-In collections](#) for any container within 4 business days (7:00 a.m. until 3:00 p.m.) of the call being placed by the University.
- g. Contractor will perform [Call-Back collections](#) within 4 business hours (7:00 a.m. until 3:00 p.m.) of the call being placed by the University.
- h. The University may alter the Contractor's schedule of services to meet the needs of the campus. The University may communicate schedule, size, and location changes to the Contractor in writing at any time throughout the term of the contract. The University may choose to change the size or location of containers, add or delete containers, or to adjust the collection frequency of some or all containers. If the change is significant, the Contractor and Contract Administrator shall meet to assess the feasibility and impact of potential changes. Such changes may result in increases or decreases in service. Where the costs of such services are affected, the University and the Contractor will negotiate in good faith to establish an adjustment to the contract costs. Any adjustment will be recorded in a bilateral Change Order. If there is a need for relocation of containers on campus the contractor will provide assistance with equipment and personnel.
- i. In order to provide timely and adequate service to the University, the Contractor shall maintain an office within the local geographic area with a toll-free or local telephone number. The telephone number (as identified in the bid proposal) will serve to receive and resolve discrepancy reports and complaints filed by the University. Contractor will maintain a log to record such complaints from time of registry until resolution. Such log will be made available to the University upon request.

5.2 OBJECTIVES

- a. Reduction in transportation requirements associated with the collection and disposal of solid waste. Reduce landfilled waste through increased recycling and food waste composting. As landfilled solid waste is reduced, collection and disposal costs should be reduced. The Buyer will perform yearly reviews to monitor collection and disposal costs.
- b. Use the data provided by the Vendor in the form of weights of both landfilled solid waste and recyclables to measure reductions in landfilled waste and inform future educational and outreach campaigns.

5.3 TASKS/DELIVERABLES

- a. Contractor shall furnish all labor and equipment to properly provide the services specified herein. The Contractor shall provide fork front-loading service vehicles that have a completely enclosed body, for the pick-up compaction and transportation of the collected material. The body shall be equipped with an approved compaction system and so designed that there will be no spillage of any refuse or material during loading or transporting. The capacity of the service vehicle(s) shall be sufficient to serve the area within the times required, yet the entire unit must be able to approach each pick-up point and negotiate all roads and streets without exceeding the design load of the vehicle, the various pavements and structures.
- b. The Contractor will perform regularly scheduled pick-ups at the intervals specified herein, or on an as-needed basis depending on the collection plan selected, and for those costs prescribed in the awarded contract cost schedule (Proposal Form).
- c. The Contractor will be responsible for maintenance of all containers that are used for solid waste and recycling collection. This maintenance will be at no extra charge and will be available to provide service within 4 business hours (7:00 a.m. until 3:00 p.m.) of an issued complaint if one of the compactors fails to work.
- d. The Contractor shall ensure that, if a vehicle should break down, a back-up vehicle shall be available to respond within one (1) hour to continue the scheduled pick-ups for that day. The Contract Administrator shall be notified of any delay longer than one (1) hour and any pick-ups that will not be completed according to schedule.
- e. If the container is blocked by cars, trucks, etc., it is the Contractor's responsibility to contact the Contract Administrator by phone at 828-251-6814 for assistance in gaining access to the container. If Contract Administrator is unavailable, Contractor will contact Campus Operations Customer Service at 828-251-6564. Contractor will then continue service to other campus locations, and make one more attempt to access the blocked container before leaving campus.
- f. Contractor will make call-in pick-ups at the request of the University. Costs for call-in pickups will be as established under the awarded contract cost schedule (Proposal Form).
- g. Contractor will perform call-backs at the request of the University and at no additional costs.
- h. The contractor shall ensure that, if the UNC ASHEVILLE designated driver is not available, a back-up driver who is familiar with the route will fill-in when required.
- i. Contractor will dispose of collections as follows:
 - .Solid waste collections will be disposed at the Buncombe County Transfer Station located at 190 Hominy Creek Road.
 - ii.Co-mingled recycled collections will be disposed of at Curbside Recycling of Woodfin, North Carolina.
 - iii.If contractor elects to use a point of disposal other than those listed, the contractor will obtain approval from the University contract administrator and obtain his/her approval prior to using any alternate disposal. If the university or a third party identifies improper dumping of materials or the taking of materials to a vendor not approved by the contract administrator, this shall be grounds for immediate cancellation of this contract.

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iv. Contractor shall only use equipment (front loader trucks and roll off trucks) judged by the University to be in a good state of repair and operational condition. On-truck scales shall be properly calibrated and functional. The Contractor's truck shall be in a condition that properly prevents the leaking of automotive fluids and residue on campus property. The University reserves the right to (a) conduct a pre-award survey of the Contractor's equipment proposed to be used in performing the services hereunder and use such in determining its award and (b) require the removal of any equipment from the performance of this contract which the University finds objectionable, or a safety or health hazard. Any requests for equipment changes will be made in writing by the OWRR.

Note: Contractor must identify proposed equipment in its proposal by year, make, model, style/type and capacity.

j. Contractor personnel shall be uniformed and clearly identified as employees of the Contractor. Contractor personnel shall use proper etiquette and decorum while on the campus of the University. The University reserves the right to require the Contractor to remove any employee performing services on the campus which the University deems of unacceptable behavior or appearance. The contractor shall notify the University of any changes in staff working under this agreement.

k. **Contractor shall be responsible for debris and waste caused or left by its collections.** Contractor is responsible for assuring that collection sites are left in a clean and sanitary condition after each collection. The University may require a call-back or assess the Contractor the costs for the removal of such debris or waste when such is determined by the University as to have been caused by the Contractor. The Contractor will be responsible for debris and waste surrounding the container when the cause of such is determined to be the Contractor's collection practices or work. Where the container is overflowing and the debris and waste and habitually present prior to collection, it is the Contractor's responsibility to immediately notify the University's contract administrator to assign responsibility and corrective action.

l. Contractor shall furnish and maintain all equipment necessary to properly provide service. The contractor shall maintain all equipment on campus in first class condition. This shall include painting of containers as needed. Any containers will be promptly replaced if judged to be unsuitable by the University. All containers initially provided under the terms of this contract shall be in excellent condition and painted as specified by the University. All containers will have a unique container number displayed on the front of the container and a sign designed to prevent parking/blocking the container. Drain plugs will remain in place at all times; leaking containers will not be permitted. **Service will be provided to all units as needed to remain operational within 24 hours** Food service units must meet all requirements as specified by Buncombe County Environmental Health Department. The contract price shall include any and all permits and taxes associated with pick-up and disposal.

5.4 SCHEDULING

a. The Fall and Spring Semesters combined are approximately 35 weeks. This period of time requires the greatest amounts of solid waste and recyclables collection. Please review APPENDICES A & B for information regarding quantities of solid waste and recycling for this time period. Academic calendars can be found at <http://registrar.UNC Asheville.edu/academic-calendar>

b. Winter Break and Summer Semester combined are approximately 17 weeks. The University will communicate schedules during this time to minimize contractor trips to campus.

c. An increase in waste from student residential facilities occurs at the beginning and end of Fall and Spring Semester. Depending on which collection plan is chosen, additional containers and pickups are required during those times.

d. The University participates in Recyclemania and Green Olympics on a yearly basis. Contractor may be asked to provide additional services during these events. These additional services may include additional pickups and weekly tonnage reports.

5.5 COMMUNICATION AND REPORTS

a. **Contractor shall include as an attachment to its proposal a recommended manner and method in which the University may collect from the Contractor accurate data that records the amounts of refuse, construction & demolition, and recycled collections. Contractor's proposal will include type of data that could be reported and frequencies in which**

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reports would be made to the University.

- b. 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 7:00 a.m. until 4:00 p.m., Monday through Friday. Contractor shall be able to send and receive documents via email and fax.
- c. **The Contractor's trucks shall be equipped with two-way communications. An operable two-way radio shall be in the front-loading service vehicles that run every day. Additionally, the Contractor shall provide the University's representative with a two-way cellular telephone number for daily communication with the dispatcher or route driver.**
- d. The Contractor shall notify the Contract Administrator by 7:00 a.m. of any delay in the pick-up schedule. The contractor will provide a yearly list showing all times when collection of waste and recyclable material cannot be performed, due to scheduled holidays, maintenance, or for any other reason.
- e. The Contractor shall report any destruction, loss of or damage to any University property within 24 hours of the loss or damage. The report shall be provided to the Contract Administrator in writing and shall specify the type, location and extent of the loss or damage. Failure to report any destruction, loss or damage may be construed as default of the contract. The contractor may be held financially liable for any damage to campus property deemed to be a result of contractor's work practices.
- f. The Contractor and the University shall work together to eliminate contamination of recyclables in refuse containers. Contamination should be reported to the Contract Administrator with the location, date and nature of the problem being given. The University relies on the Contractor to report contamination and collection issues in writing so that staff can take corrective action through communication with customers and educational materials.
- g. Contract Administrator will make Vendor aware of any complaints or requests for special pick-ups. The Contract Administrator may submit to the Contractor's driver(s) a daily summary of complaints and special requests.
- h. The Contractor's personnel shall report to the Contract Administrator any needed repairs to road surfaces, pads, or container stops affecting their ability to perform service. Contractor shall report required repairs to the University immediately upon discovery. The University may negotiate with the Contractor to make such repairs. Where the Contractor performs the repairs, such work will be contracted under a separate University purchase order.
- i. Following award of this contract, the Contractor will coordinate with the contract administrator to determine which line items will be separately listed on monthly invoices for tracking purposes.
- j. The University may, on unannounced occasions; audit the collection, conveyance, and weighing procedures of the Contractor to assure that the efficient operational practices are being maintained.

5.6 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.7 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.8 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, UNC Asheville 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

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unacceptable. Acceptance by UNC Asheville 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, UNC Asheville may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.9 WARRANTIES

Vendor warrants to UNC Asheville that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State’s negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to UNC Asheville. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to UNC Asheville all third party warranties applicable to such deliverables. Vendor warrants that UNC Asheville has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

State Quality Acceptance Inspection.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to UNC Asheville a contract manager. The contract manager shall be UNC Asheville’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to UNC Asheville for customer service. The customer service point of contact shall be UNC Asheville’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of UNC Asheville, shall meet monthly for the first six months, then quarterly with the option of more or less as deemed necessary with UNC Asheville for Project Review meetings. The purpose of these meetings will be to review

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project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 MONTHLY TONNAGE REPORTS

The Vendor shall provide monthly tonnage reports to the designated Contract Lead within 7 days of the end of each month. This report shall include, at a minimum, information concerning weights for each dumpster at each time of service and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. Invoices will not be paid until monthly tonnage report is received.

6.5 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of UNC Asheville, up to 2 months after such end date all such reasonable transition assistance requested by UNC Asheville, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to UNC Asheville or its designees. If UNC Asheville exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. UNC Asheville shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to UNC Asheville's Contract Manager for resolution. Any claims by UNC Asheville shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by UNC Asheville and Vendor. Amendments to the contract can only be through the contract administrator.

6.8 USE OF THIS CONTRACT BY THE UNC SYSTEM

By entering into an agreement with UNC Asheville as a result of this Request for Proposals, Vendor agrees to honor the prices, terms, and conditions of this agreement with any other University of North Carolina institution, including any of the 17 University of North Carolina constituent institutions and University of North Carolina General Administration, at that University of North Carolina institution's option, in a separate, written agreement between Vendor and the other University of North Carolina institution. Should another University of North Carolina institution choose to enter into a separate agreement with Vendor with terms similar or identical to an agreement resulting from this Invitation for Bids/Request for Proposals, UNC Asheville shall not be responsible for payments or other obligations contained in that separate agreement.

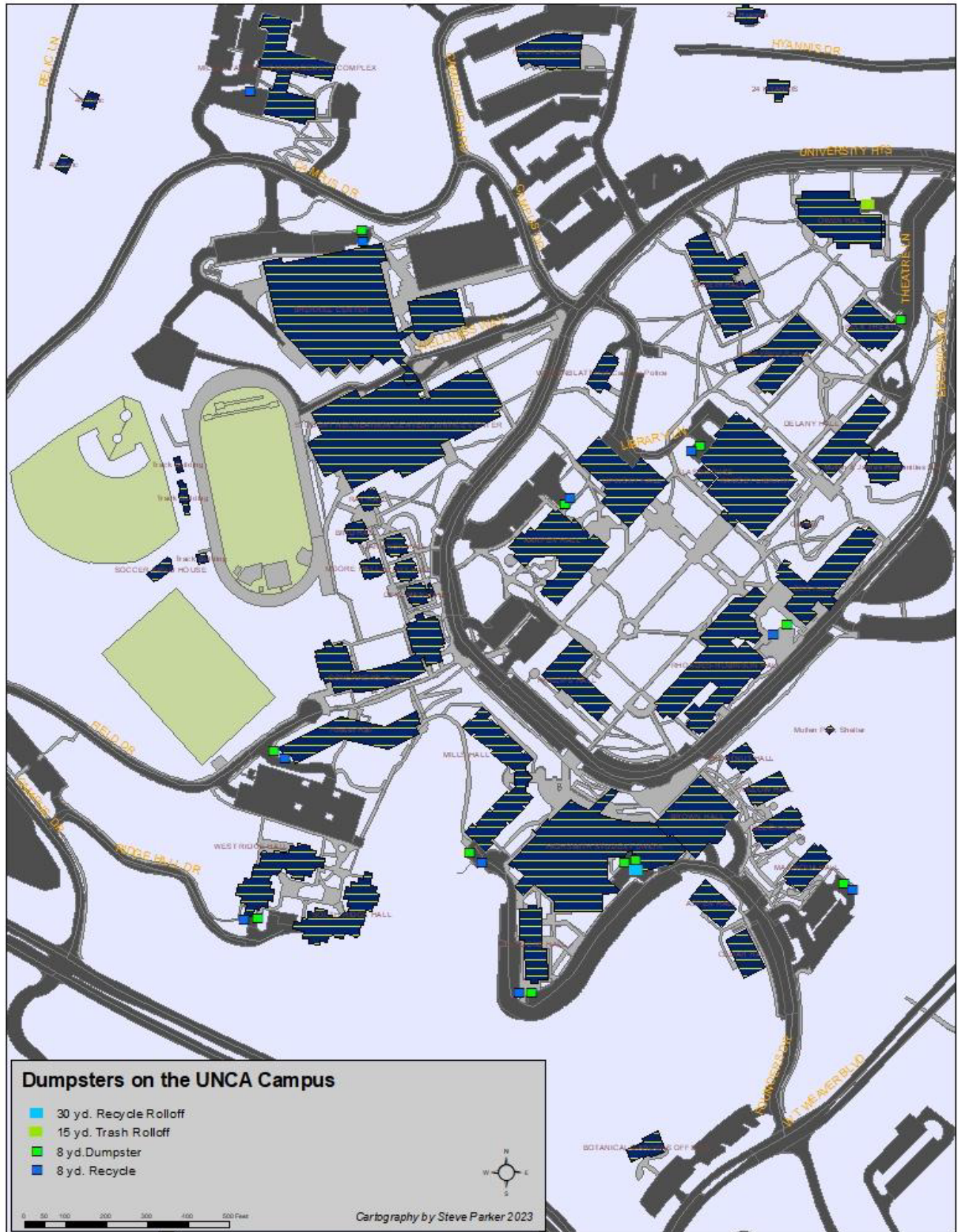
APPENDIX A: SOLID WASTE AND RECYCLING STATISTICS, FISCAL YEAR 2022-23

Month	Solid Waste (tons)	Commingle (tons)
July, 2022	27.26	2.99
August, 2022	33.91	18.83
September, 2022	28.4	19.18
October, 2022	29.74	17.11
November, 2022	29.22	16.05
December, 2022	29.33	13.11
January, 2023	26.15	12.74
February, 2023	23.75	13.25
March, 2023	13.84	7.9
April, 2023	23.09	12.01
May, 2023	17.11	10.6
June, 2023	26.66	10.38

APPENDIX B: ACADEMIC CALENDAR

<http://registrar.UNC Asheville.edu/academic-calendar>

APPENDIX C: MAP OF DUMPSTER LOCATIONS





7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
 FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP in the table below:

Department	Waste Stream	Dumpster Size (yd3)	# of dumpsters	Price per pick-up	Fall/ Spring Semester		Summer/ Winter Break		Total Annual Costs**
					Est. weekly pick-ups	Weekly Cost*	Est. weekly pick-ups	Weekly Cost*	
Academic	MSW	8	5		8		5		
	Recycling	8	4		8		4		
Academic	MSW Rolloff	15	1		1 per 2 weeks		1 per 2 weeks		
Dining	MSW	8	2		10		6		
	Recycling	30	1		3		2		
Enterprises	MSW	8	1		3		2		
	Recycling	8	1		3		2		
Residential	MSW	8	4		12		4		
	Recycling	8	4		12		4		
Total									

* Weekly cost= price per pick up x Est. weekly pick-ups

** Total annual cost= (Fall/ Spring Semester weekly cost x 35) + (Summer/ Winter Break weekly cost x 17)

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30YD TRASH ROLL-OFF RIVERSIDE WAREHOUSE

All plans include a 30 yard open-top roll-off trash dumpster (Riverside Warehouse facility). Services will be call-ins, not regularly scheduled:

Provide Monthly Rental Cost* \$ _____

Provide cost per pick up* \$ _____

CALL-IN EXTRA COLLECTION - PERMANENT AND TEMPORARY CONTAINERS

In addition to the permanent roll-off call-in containers, permanent and temporary solid waste and cardboard containers may be called-in for a non-scheduled pick-up and additional temporary roll-offs may be called-in for pick-up.

- Co-Mingled Recycling 30 yd. Roll-Off* \$ _____/pick-up
- Solid Waste 30 yd. Roll-Off* \$ _____/pick-up
- Construction & Demolition 30 yd. Roll-Off* \$ _____/pick-up
- 8 yd. Front End Loaded (FEL) Container* \$ _____/pick-up
- 8 yd. FEL Container SATURDAY PICK-UP* \$ _____/pick-up
- 8 yd. FEL Container SUNDAY/HOLIDAY PICK-UP* \$ _____/pick-up
- 8 yd. FEL Container Relocation Fee \$ _____/ dumpster

TEMPORARY CONTAINERS

Equipment	Rental fee (\$/month)	Service fee	Delivery fee	Removal Fee
8 yd. Front End Load*				
30 yd. open-top Roll-Off*				
20 yd. open-top Roll-Off*				

**This price will be held firm throughout a base period of three (3) years.*

Indicate price increases for the following years:

Year 4 _____

Year 5 _____

Year 6 _____

Year 7 _____

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Please initial Below to indicate whether weights of collected MSW and Recycling provided are actual weights or estimated weights.

Actual Weights: _____

Estimated Weights: _____

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL 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_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****