**THE UNIVERSITY OF NORTH CAROLINA**

**AT CHAPEL HILL**

**Request for Proposal #:** **3000012264**

**Title: Outdoor Recyclable Services**

**Date of Issue: 05-02-2025**

**Date of Mandatory Site Visit:** **05-21-2025 @ 11:00 AM EST**

**Date Questions are due:** **05-23-2025 NLT 1:00 PM EST**

**Proposal Opening Date: 06-06-2025 At ­­­ 1:00 PM EST**

**Direct all inquiries concerning this RFP to:**

Mark Thomas Sillman

Email: [mark\_sillman@unc.edu]

\* Please include the RFP# in the subject line of all email correspondence

 **THE UNIVERSITY OF NORTH CAROLINA**

**AT CHAPEL HILL**

**Request for Proposal #**

**3000012264**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**ID Number:**
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Federal ID Number or Social Security Number[[1]](#footnote-2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Supplier Name

|  |
| --- |
| **THE UNIVERSITY OF NORTH CAROLINA****AT CHAPEL HILL** |
| **Refer *ALL* Inquiries regarding this RFP to:** ***Mark Thomas Sillman*** | **Request for Proposal # 3000012264** |
| **Proposals will be publicly opened on: 06-06-2025** |
| **Contract Type: N/A** |  |
| **Commodity No. and Description: N/A** |  |

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Supplier 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 Supplier certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Supplier as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Supplier’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 Supplier 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 North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the Federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State employee associated with preparing plans, specifications, or estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of public contracts, of any gift or favor 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization to any State employee.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and WILL BE REJECTED. Late proposals cannot be accepted.**

|  |
| --- |
| COMPLETE/FORMAL NAME OF SUPPLIER: |
| 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 SUPPLIERS ITEM #12): |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF SUPPLIER: | FAX NUMBER: |
| **SUPPLIER’S AUTHORIZED SIGNATURE**: | **DATE:** | EMAIL:  |
|  |

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL**If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of *The* *University of North Carolina at Chapel Hill* shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Supplier proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Supplier(s).

|  |
| --- |
| **FOR STATE USE ONLY:** Offer accept and Contract awarded this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Authorized Representative of** **[Enter Agency Title])**  |

 [Use Microsoft Office Table of Contents functionality to update this Table of Contents, once the body of the RFP has been finalized and approved. Edits may be needed to correct flaws in the TOC generation process.]

# PURPOSE AND BACKGROUND

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.

##### 1.1 CURRENT LEVEL OF SERVICE

1. The current level of service is provided on **Attachment G**. This lists the current outdoor recycling locations and collection frequency for each location and shall be used to plan service levels and pricing for this RFP.
2. **Attachment H** lists the amount of recyclables by weight for the past two years and shall be used to plan for the amount of recyclables to be collected within the scope of this RFP.
3. **Attachment I** lists the anticipated reduced schedule for the break between fall and spring semesters. During this break and others, pick-ups for some buildings are increased prior to break and then reduced or temporarily, suspended during break.

##### 1.2 RESPONSIBILITIES OF THE UNIVERSITY

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

1. The University shall provide the 95 gallon carts for the collection of recyclables. The University reserves the right to change the size and location of the containers and to add or delete containers as the University deems necessary.
2. The University’s academic calendar is available online at <http://registrar.unc.edu/academic-calendar/>. The holiday calendar is available at <https://hr.unc.edu/benefits/leave-and-holidays/>. These links are provided to assist the Contractor in planning for increases and decreases in collection needs or days during which the University may be closed. The University also reserves the right to adjust the collection frequency of some or all containers during peak periods and breaks.

# GENERAL INFORMATION

## REQUEST FOR PROPOSAL DOCUMENT

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

## RESERVED E-PROCUREMENT SOLICITATION

*Intentionally removed, not applicable for UNC System institutions.*

## NOTICE TO SUPPLIERS REGARDING RFP TERMS AND CONDITIONS

It shall be the Supplier’s responsibility to read the Instructions, the University’s 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. Suppliers also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Suppliers have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the University 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. The University may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Supplier’s proposal. This applies to any language appearing in or attached to the document as part of the Supplier’s proposal that purports to vary any terms and conditions or Suppliers’ instructions herein or to render the proposal non-binding or subject to further negotiation. Supplier’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Supplier agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Supplier’s proposal as nonresponsive.**

By executing and submitting its proposal in response to this RFP, Supplier understands and agrees that the University may exercise its discretion not to consider any and all proposed modifications Supplier(s) may request and may accept Supplier’s proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the University regarding this RFP other than the University Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Supplier’s offer, at the University’s election.

##  RFP SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | University | 05-02-2025 |
| Hold Pre-Proposal Meeting/Site Visit | University | 05-21-2025 @ 11:00 AM EST |
| Submit Written Questions | Supplier | 05-23-2025 NLT 1:00 PM EST |
| Provide Response to Questions  | University | ASAP |
| Submit Proposals | Supplier  | 06-06-2025 @ 1:00 PM EST |
| Contract Award | University | ASAP |
| Contract Effective Date | University | TBD |

##  MANDATORY SITE VISIT/PRE-PROPOSAL CONFERENCE

1. Date: 05-21-2025, Time: 11:00 AM EST, Contact #: Olivia Gambocarto, 919-962-0042

**Instructions**: It shall be MANDATORY that each Supplier representative be present for a pre-proposal site visit on **05-21-2025**. Attendees must meet promptly at 1**1:00 AM EST** at the Giles Horney Building,Chapel Hill, NC 27599.All attendees must sign in upon arrival and clearly indicate the prospective Supplier represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, 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.

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

Suppliers 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 Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

##  PROPOSAL QUESTIONS

Upon review of the RFP documents, Suppliers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Suppliers shall submit any such questions by the above due date.

Written questions shall be emailed to mark\_sillman@unc.edu with the subject line of “Questions for RFP-3000012264” by the date and time specified above. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

|  |  |
| --- | --- |
| **Reference** | **Supplier Question** |
| RFP Section, Page Number | Supplier question …? |

Questions received prior to the submission deadline date, the University’s response, and any additional terms deemed necessary by the University will be emailed out in the form of an addendum to all Suppliers who attended the Mandatory Pre-Proposal Meeting and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Suppliers shall rely *only* on written material contained in an Addendum to this RFP.

##  PROPOSAL SUBMITTAL

**IMPORTANT NOTE:** **This is an absolute requirement.** It is the Supplier’s sole responsibility to ensure its proposal has been submitted to the University by the specified date and time for opening. The date and time of submission will be electronically recorded on each proposal when received. Any proposalsubmitted after the proposal deadline will be rejected.

All proposal responses shall be submitted emailed to mark\_sillman@unc.edu with the subject line of “RFP – 3000012264 – Company Name” by the date and time specified above. Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a supplier’s proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Suppliers proposing on this RFP periodically check for any Addenda that may be issued prior to the bid opening date. All Suppliers shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the University regarding this RFP other than the University Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Supplier’s offer, at the University’s election.

##  PROPOSAL CONTENTS

Suppliers shall populate all attachments of this RFP that require the Supplier to provide information and include an authorized signature where requested. Supplier RFP responses shall include the following items and those attachments should be arranged in the following order:

1. Cover Letter in which the Offeror shall describe its overall experience and qualifications and/or credentials in providing a professional recyclable collection operation. The contractor shall have at least one year’s experience with a customer of similar size and scope (ex. hospital, school, business or municipality).
2. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
3. The Offeror 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, and handling recyclables,
* marketing of the recyclables, and
* difference in definition of recyclables specific to market requirements.
* 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.
1. The Offeror shall supply the methods and formulas used to determine the weights of each recyclable to be collected.
2. The Offeror shall list five (5) references, including point of contact, phone number and address, for contracts performed in the last five (5) years doing similar indoor recycling collection.
3. The Offeror shall furnish a complete financial statement detailing the financial condition of the Offeror.
4. The Offeror shall fill out the questionnaire (See **Attachment J**) and submit the completed questionnaire with its Proposal.
5. Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
6. Completed version of ATTACHMENT A: PRICING
7. Completed version of ATTACHMENT B: INSTRUCTIONS TO SUPPLIERS
8. Completed version of ATTACHMENT C: THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL CONTRACT TERMS AND CONDITIONS
9. Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY SUPPLIER
10. Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
11. Completed and signed version of ATTACHMENT G: DETAILED BUILDING INFORMATION
12. Completed and signed version of ATTACHMENT H: RECYCLING TONNAGE INFORMATION
13. Completed and signed version of ATTACHMENT I: EXPECTED WINTER BREAK SCHEDULE
14. Completed and signed version of ATTACHMENT J: SUPPLIER QUESTIONNAIRE
15. Completed and signed version of ATTACHMENT K: MATERIAL COLLECTION FORM
16. Completed and signed version of ATTACHMENT L: SAMPLE FORM
	1. **ALTERNATE PROPOSALS**

Suppliers may submit alternate proposals for 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 Supplier”]. Each proposal must be for a specific set of Services and must include specific pricing. If a Supplier chooses to respond with various service 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.

## DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

1. **BAFO**: Best and Final Offer, submitted by a Supplier to alter its initial offer, made in response to a request by the issuing agency.
2. **BUYER:** The employee of the University or Other Eligible Entity that places an order with the Supplier.
3. **CONTRACT ADMINISTRATOR:** “Contract Administrator” shall mean the University representative who shall be the direct liaison between the Contractor and the University for this contract. That representative will be the OWRR Waste Diversion Coordinator.
4. **CONTRACT LEAD:** Representative of the University who corresponds with potential Suppliers in order to identify and contract with that Supplier providing the greatest benefit to the University and who will administer this contract for the University.
5. **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
6. **LOT**: A grouping of similar products within this RFP.
7. **NC BIDS:** The North Carolina Business Invitation Delivery System provides suppliers the opportunity to submit bid responses electronically.
8. **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Supplier.
9. **RFP:** Request for Proposal.
10. **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Supplier to fulfill the requirements and specifications of this solicitation.
11. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
12. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education, and other institutions.
13. **SUPPLIER:**  Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.
14. **SYSTEM**: The seventeen (17) public North Carolina universities included within the University of North Carolina System.
15. **UNIVERSITY:** The University of North Carolina at Chapel Hill.

**Additional Terms and Conditions related to this procurement.**

**UNIVERSITY HOLIDAY SCHEDULE:** The University’s Holiday Schedule is maintained at <https://hr.unc.edu/benefits/leave-holidays/> and shall be considered the official posting for all University recognized holidays.

**“Single stream”** shall mean the mixing of different types of recyclables into a single container. This process allows many different recyclables to be collected into a single container and a single compartment truck. Materials are sorted, processed and marketed after collection, usually at a material recycling processing facility (MRF).

1. “Aluminum" shall mean all containers consisting of primarily of aluminum metal, these are typically used beverage containers. Aluminum foil and serving ware (not heavily contaminated with food) may also be accepted.
2. **“**Glass" shall mean all empty bottles and jars made of clear, green, blue or brown glass. Expressly excluded from this definition are lead crystal, porcelain, ceramic products, mirrors, tempered or plate glass and light bulbs.
3. "Plastic” shall mean plastic bottles, tubs, jugs, jars, and rigid plastic containers. Plastic resin types include: polyethylene terephthalate (PET), commonly labeled #1; high density polyethylene (HDPE), commonly labeled #2; polyvinyl chloride (PVC), commonly labeled #3; low density polyethylene (LDPE), commonly labeled #4; polypropylene (PP), commonly labeled #5, polystyrene (PS), commonly labeled #6; or other plastic, commonly labeled #7. Plastic bottles are containers in which the neck is smaller than the base. Non-bottle rigid plastics may include containers and bulky rigid plastics. Containers may include special event cups, thermoform packaging, single use plastic cups and lids, trays, clamshells, food tubs, pipette tip boxes, and other shaped plastic containers. Bulky rigid plastics (BRP) are bulky rigid plastic that may include carts, crates, buckets, drums, toys and lawn furniture. For this purpose, plastic includes bottles #1-7 and rigid plastics #2, #4, & #5. (If other plastic types are accepted, please list them on Attachment E.)
4. “Steel" shall mean cans and containers consisting of primarily steel. Empty, non-hazardous aerosol and paint cans are included unless otherwise specified in the Proposal.
5. “Mixed Paper” means the collection of paper that includes a mixture of newspaper, magazines, phonebooks, white paper, office fiber, junk mail, paperboard, and books (soft and hardback). Mixed paper may include small amounts of corrugated cardboard. However, the majority of cardboard is collected separately and not included in this RFP.

**“Recyclables"** shall mean those materials identified by the University for collection, processing, recovery, or reuse as part of the University Recycling Cart Collection Program.

**“Container(s)”** shall mean the recycling carts provided by the University for the collection of recyclable materials. These containers are 95-gallon roll carts with a lift bar for automated collection. The terms “containers” or “carts” may be used interchangeably.

**“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 recycling area.

# METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

## METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Suppliers shall not be discriminated against on the basis of any prohibited grounds as defined by Federal or State law.

All qualified proposals will be evaluated, and awards will be made to the Supplier(s) meeting the RFP requirements 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 Supplier, the University reserves the right to make separate awards to different Suppliers 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 the University to do so.

The status of a Supplier’s E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Supplier with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the University’s discretion, be disqualified from further evaluation or consideration.

The University reserves the right to waive any minor informality or technicality in proposals received.

## CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Supplier submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Supplier’s proposal or qualifications, the contents of another Supplier’s proposal, another Supplier’s qualifications or ability to perform the 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 and/or the award of the contract. A Supplier not in compliance with this provision shall be disqualified from contract award, unless it is determined in the University’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the University would not be served by the disqualification. A Supplier’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

## PROPOSAL EVALUATION PROCESS

The University shall review all Supplier responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

**The University will conduct a One-Step evaluation of Proposals:**

Proposals will be received from each responsive Supplier according to the method of submission specified in Section 2.7 of this RFP.

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

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Supplier and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Supplier’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Suppliers for clarification or to amplify the materials presented in any part of the proposal. Suppliers 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 Supplier.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Supplier and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Suppliers are cautioned that this is a request for offers, not an offer or request to contract, and the University 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 the University.

The University reserves the right to reject all original offers and request one or more of the Suppliers submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the University, after the initial responses to the RFP have been evaluated.

Upon completion of the evaluation process, the University will make award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Supplier does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the University.

* 1. **EVALUATION CRITERIA**

All qualified proposals will be evaluated, and an award shall be made based on considering the following criteria, to result in an award most advantageous to the University:

A. Overall experience and qualifications of the Offeror and the proposed personnel

B. Experience and/or credentials in providing the professional services required

C. Performance of the Offeror as evaluated by the references supplied

D. Pricing.

Offerors 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 Offeror does not mean that the other proposals lack merit, but that with all factors considered, that proposal was most advantageous to the University. Requirements of this proposal are the minimum acceptable.

**3.5 ELABORATE PROPOSALS**

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. In an effort to support the sustainability efforts of the University we solicit your cooperation in this endeavor.

It is desirable that all responses meet the following requirements:

• All copies are printed double sided.

• All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.

• Unless absolutely necessary, all submittals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.

• Materials should be submitted in a format which allows for easy removal and recycling of paper material.

**3.6 ORAL EXPLANATIONS**

The University at its option may request oral presentations, or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the technical proposal. However, Offerors are cautioned that the University is not required to request clarification; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the Offeror. The University shall not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

**3.7 REFERENCES TO OTHER DATA**

Only information that is received in response to this RFP shall be evaluated; references to information previously submitted shall not be evaluated.

**3.8 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 Offerors shall become the property of The University when received.

**3.9 PROTECTION OF OFFEROR TRADE SECRETS**

The University will maintain the confidentiality of Offeror's “trade secrets”, in accordance with N.C. Gen. Stat. §132-1, et. seq. (the “NC Public Records Act”). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." (See N.C. Gen. Stat. §66-152). Offeror shall designate the page(s) of the materials it delivers to the University that contain "trade secrets" by printing “CONFIDENTIAL” in boldface at the top and bottom of the applicable page(s). Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC Title I, Chapter 5B.1501). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law. 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 contract;

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 VI.

**3.10 ADVERTISING**

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

**3.11 TITLES**

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

**3.12 OFFEROR’S REPRESENTATIVE**

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

**3.13 COMPETITIVE OFFER**

Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that its proposal has not arrived at collusively or otherwise in violation of federal or North Carolina antitrust laws. In submitting the proposal, the Offeror 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. Offerors not in compliance with this provision may be disqualified.

**3.14 DECLINE TO OFFER**

Any Offeror which received a copy of the RFP through the mail, 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 Offeror to removal from consideration on future requirements. If the RFP is received electronically a formal “Decline to Offer” is not necessary.

**3.15 AWARD OR REJECTION**

All qualified proposals will be evaluated and award made to that Offeror whose proposal is deemed to be the most advantageous to the University. The University reserves the unqualified right to reject any or all offers, waive any informality in the proposal and unless otherwise specified by the Offeror, to accept any item or part of the proposal if determined to be in the best interest of the University.

## 3.16 PERFORMANCE OUTSIDE THE UNITED STATES

Supplier shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY SUPPLIER. In addition to any other evaluation criteria identified in this RFP, the University 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 the University:

1. Total cost to the University
2. Level of quality provided by the Supplier
3. Process and performance capability across multiple jurisdictions
4. Protection of the University’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the University’s business requirements and internal operational culture
7. Particular risk factors such as the security of the University’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

## INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Suppliers of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with The University of North Carolina at Chapel Hill’s Contract Terms and Conditions. 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, the University will take into consideration the degree to which Suppliers have proposed or failed to propose solutions that will satisfy the University’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Supplier from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a proposal in its entirety.

**3.18 EXAMINATION OF CONDITIONS**

It shall be understood and mutually agreed that by submitting a proposal, the Offeror acknowledges that it has carefully examined all pertinent documents, the general location, and has satisfied itself as to the nature of the work, the 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, parking and transportation requirements; 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 Offeror acknowledges that it has satisfied itself as to the feasibility and meaning of these specifications and any associated documents relative to the work and that it accepts all the terms, conditions and stipulations contained therein; and that it is prepared to work in cooperation with other contractors or University employees performing work at any location on campus.

**3.19 CONTRACT TERM**

The contract shall have an initial term of one (1) year, beginning on the date of contract award (the “Effective Date”). The Supplier shall begin work under the contract within seven (7) business days of the Effective Date. At the end of the Contract’s current term, the University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) additional one – year terms. The University will give the Supplier written notice of its intent whether to exercise each option no later than ninety days before the end of the Contract’s then-current term. In addition, the University reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

**3.20 BACKGROUND CHECKS**

Supplier and its personnel are required to provide or undergo background checks at Supplier’s expense prior to beginning work with the University. As part of Supplier background the details below must be provided to the University:

1. Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Supplier, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Supplier has knowledge or a statement that it is aware of none;
2. Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Supplier of which it has knowledge or a statement it is aware of none;
3. Any **regulatory sanctions** levied against Supplier or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
4. Any **regulatory investigations** pending against Supplier or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Supplier has knowledge or a statement that there are none.
5. Any **civil litigation**, arbitration, proceeding, or judgments pending against Supplier during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Supplier’s responses to these requests shall be considered to be continuing representations, and Supplier’s failure to notify the University within thirty (30) days of any criminal litigation, investigation or proceeding involving Supplier or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Supplier to perform Services under this contract.

# **REQUIREMENTS**

This Section lists the requirements related to this RFP. By submitting a proposal, the Supplier 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 Supplier is unclear about a requirement or specification or believes a change to a requirement would allow for better workflow or pricing, they should submit their concern during the time for questions.

**DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

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

**MARKETING, COLLECTION AND RECYCLING OF MATERIALS:**

**1.** The Contractor shall have, at a minimum, the capability to provide recyclable collection services for fifty (50) tons of Recyclable materials per month.

**2.** The Contractor shall have recycling market/end users for all recyclable items it collects from the University. The contractor shall notify us in writing when new materials can be added. This shall be discussed at each bi-monthly meeting.

**3.** The Contractor shall take title to any Recyclables once the Contractor removes them from University property. The Contractor shall be solely responsible for all processing costs associated with the Recyclables including disposal of non-hazardous contamination.

**4.** The Contractor shall be responsible for the collection, processing and marketing of the following recyclable materials:

1. Single-stream recyclables
2. Aluminum
3. Glass
4. Plastic
* Bottles #1-7
* Rigids #2, 4 and 5
* “bottles, tubs, jugs, and jars”
1. Steel
2. Mixed Paper

**5.** The Contractor shall ensure that the recyclable materials identified herein shall be removed from all University and campus affiliates recycling sites. See Attachment G.

**PERSONNEL, LABOR, SUPERVISION:**

**6.** 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.

**7.** The Contractor shall require that its employees abide by the following rules:

1. They shall wear distinctive shirts, uniforms or badges identifying them with the Contractor’s company name in legible letters at all times while on university property.
2. They shall be of good integrity and character as determined by the Contractor by references, and work records.
3. They shall report any property damage immediately to the Contract Administrator. Failure to report such damage, as required, may be construed as a default of the contract.
4. They shall not engage in idle or unnecessary conversation with State employees, other employees of the Contractor, tenants or students.
5. Upon written request of the Contract Administrator to the Contractor, any employees who fail to abide by these or other rules established by the Contract Administrator shall be immediately removed from the job and replaced.

**8.** The Contractor shall ensure that when the Contractor has a turnover in personnel involved with this RFP, (especially the route leaders) the Contractor shall provide experienced, knowledgeable personnel to show the new personnel the current pick-up routes and the locations of the containers. The Contractor shall also provide the current time schedule to any new personnel. If the Contractor fails to provide personnel to show the new personnel the pick-up routes and container locations, the University may at its discretion, after timely notice to the Contractor or his designated representative, provide personnel to show the new personnel the pick-up routes and the container locations. Diligent effort by the University to notify the Contractor by telephone shall constitute notice under this paragraph. If the University provides said personnel, the University may deduct from payment due to the Contractor the actual cost of providing said personnel.

**TRUCKS AND VEHICLES:**

9. The capacity of the service vehicle(s) shall be sufficiently large 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, various pavements and structures.

**10.** The Contractor shall ensure that neither objectionable odors, noxious gases, nor putrescent liquid shall escape during or after the process of collection, conveyance, or treatment of the recyclables. Open-top containers are to be covered with an approved cover prior to hauling to prevent spillage during transportation. It shall be the Contractor's responsibility to clean up any spillage that may occur during collection or transport. The contractor shall immediately report hydraulic leaks of their equipment occurring on campus to the Contract Administrator.

**11.** The name of the Contractor and his/her telephone number shall be displayed on each side of the truck in letters of legible size (at least six inches high). The Contractor shall be required to maintain his or her equipment in a clean and sanitary condition, as directed by the Contract Administrator and in compliance with all local, county, state and federal regulations.

**12.** The Contractor shall not block pedestrian and vehicular passageways, nor shall the Contractor block accessibility to doorways or other building entryways. Parking on sidewalks is prohibited on campus. Contractors should obey all traffic regulations and pay particular attention to those involving pedestrian safety.

**13.** All vehicles owned or used by the Contractor or agents in its employment 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. Each truck servicing campus shall have a gate card which is furnished through the Department of Public Safety via the Contract Administrator.

**14.** The Contractor shall ensure that, if a vehicle should break down, a back-up vehicle shall be available to continue the scheduled pickups for that day. The Contract Administrator shall be notified of any pick-ups that will not be completed according to schedule.

**CONTAINER AND SITE MAINTENANCE:**

**15.** A recycling site typically consists of two to ten 95 gallon carts. Sites shall have no more than ten (10) 95 gallon carts total. Requests for exceptions to this shall be submitted to the University for review and determined on a case by case basis. The University reserves the right to limit the number of carts at sites if necessary.

**16.** During the performance of regularly scheduled visits, the Contractor shall empty all containers at each site, **regardless of fill level**.

**17.** The Contractor’s truck shall be equipped with a broom, dustpan, and equipment necessary to keep a four (4) foot area surrounding each recycling site clean. The site is to be cleared of debris and trash every time a scheduled pick up is made. All trash is to be disposed of properly.

**18.** The Contractor shall also maintain cleanliness of the containers. Lids should be wiped off each time containers are serviced in order to remove dirt, beverage syrup, etc. All covers will be placed in the closed position on the containers when returned to their place within the recycling site. Containers not able to be cleaned sufficiently shall be documented and the Contract Administrator shall be notified.

**19.** The Contractor shall ensure that all recycling containers are properly labeled. The Contractor shall notify the contract administrator of any signs/stickers that are inadequate, peeling, faded, or otherwise damaged.

**20.** The Contractor shall take reasonable care in the handling of recycling containers and shall not willfully break, deface or damage the same. 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. The contractor shall notify OWRR of any damaged containers so that they can be repaired or replaced.

**PICK UPS AND SCHEDULES:**

**21.** 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.

**22.** Pick-up schedules shall range from daily to monthly depending on the volumes of recyclables generated at each location. Collection of recyclables shall be made between the hours of 5:30 a.m. and 7:00 p.m.**,** Monday through Friday**. No residence halls shall be serviced before 8:00 a.m.** Other locations may fall under these service restrictions if deemed necessary by the University. (See Attachment G.) On occasion, such as during student move-out, the Contractor may be called upon to render services at recycling sites on Saturdays and/or Sundays or multiple times on the same day.

**23.** The University may require the Contractor to service the recycling sites at unscheduled times. These pick-ups will be requested in writing (using a work request system). Work request may be urgent or routine. An urgent pick-up shall be performed first thing on the next day’s route if not able to be completed the day of the request. A request for a routine additional pickup may be performed anytime on the next day’s route or within 48 hours of the request.

**24.** Complaints shall be corrected within 24 hours. The University may correct complaints or rework not corrected by the Contractor within 24 hours and the cost deducted from payments due the Contractor.

**25.** The Contractor shall ensure that when the Contractor does not make pickups as scheduled, it shall be the Contractor’s responsibility to remove all recyclables that have been placed beside the containers or scattered about the containers.

**26.** If the container is blocked by cars, trucks, etc. it is the Contractor’s responsibility to contact the Contract Administrator for assistance in gaining access to the container. If after 5 minutes, the container is still blocked, another attempt to empty the container shall be made before the Contractor’s truck leaves campus. (See Attachment F.)

**SCHEDULE AND LOCATION CHANGES:**

**27.** 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.

**28.** The Contractor shall notify the Contract Administrator when they feel that a location or schedule should be changed. If approved, the agreed upon changes and effective date must be communicated by the Contractor to the Contract Administrator in writing before the change takes place and included in the monthly location and schedule update as required in 39. (See Attachment l.)

**29.** The University may communicate schedule 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.

**30. Around** breaks, during student move-in and move-out, and at other times due to special event schedules, collection frequencies may need to be temporarily adjusted (see Attachment I for an example of this). The Contract Administrator will submit these changes and duration in writing to the Contractor at least two weeks before the changes are to go into effect. For billing purposes, these changes will considered special pick-ups and included on the monthly invoice and reporting sheet as such.

**31.** The Contractor shall incorporate any changes resulting from 3.28 thru 30into the collection schedule and container inventory list and provide acknowledgement for the updates via the shared document for schedules and weights, prior to the first of each month so that the billing is correct and matches the current pick up schedules.

**32.** The University shall reserve the right to perform an audit of services up to four times a year to determine if the collection schedule adequately reflects the needs of the campus. This audit may involve a member of the OWRR staff shadowing the Contractor’s drivers each day for a week during the fall, spring and summer terms and winter break. Any changes to schedules or locations will be provided to the Contractor in writing.

**COMMUNICATION AND REPORTS:**

**33.** 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. Contractor shall be able to send/receive documents via email and fax.

**34.** The Contractor shall ensure that an operable cellular telephone be with the lead person in each vehicle servicing campus.

**35.** The Contractor shall notify the Contract Administrator by 8:00 a.m. of any delay in the pick-up schedule.

**36.** Contractor’s operations manager or crew leader(s) shall contact the Contract Administrator as needed to review service needs and complaints. The University reserves the right to establish a meeting with a representative of the Contractor, at a minimum, on a bi-monthly basis, with the meeting location to be determined by mutual agreement of both parties. This meeting may be scheduled on a recurring basis upon award of the contract.

**37.** The Contractor’s personnel shall report to the Contract Administrator immediately any needed repairs to containers, road surfaces, pads, or container stops as they see the problems arise. (See Attachment L.)

**38.** The Contractor and the University shall work together to eliminate contamination issues at recycling sites. Continued or problematic contamination should be reported to the Contract Administrator with the location, date and nature of the problem being given. This documentation should include what was done to correct the situation (replaced label on container, threw contaminated materials away, talked with someone, etc.), and further action needed or recommended (additional signage, move container, etc.). Any time materials are contaminated to the point that the recyclables must be thrown away, the Contract Administrator is to be notified immediately. The University relies on the contractor to report contamination and collection issues in writing so that the OWRR staff can take corrective action through communication with customers and educational materials. (See Attachment L.)

**39.** The Contractor shall provide the University with information reports and invoices during the contract period. The University may request invoices and reports to be in an electronic format acceptable to the University. The invoice shall be submitted in accordance with university rulesand must include the following:

1. Invoices shall be submitted in accordance with university rulesand should include the following:
2. Cart collection service fees
	1. **Number of times each site was serviced** during the month (including urgent/additional pick-ups)
	2. **Total number of pickups** for the month
	3. **Total dollar amount** of service fees for the month
3. Monthly Weight Report
	1. **Estimated weight** of recyclables collected from each site for the month (provide volume-to-weight conversion)
	2. **Total daily weight** of recyclables collected from the day’s sites
	3. **Total weight** recyclable collected for the month (scale weights)
4. Experiences and problems with materials marketing
5. Location and Schedule Report that lists the locations and schedules of all pick-up points, including any changes as agreed upon or submitted by the University. The University shall review the updates to determine if any changes need to be made to the recycling sites. The location and schedule update shall include:
6. Location (including University building name)
7. Number of containers at each site
8. The day(s) collections are scheduled for each site
9. Collection Update that lists problems with contamination, collection, or participation. This report shall include but is not limited to:
10. A summary of route reports (Attachment L) and any corrective action taken or recommended (See Section 3.38).
11. Market changes or changes to accepted materials.

**40.** The Contractor shall maintain records that verify the amounts indicated on the monthly report (i.e. weigh tickets and pickup logs). Upon request, the Contractor shall supply said records to the University.

**41.** 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.

# **5.0CONTRACT ADMINISTRATION**

## 5.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Supplier shall designate and make available to the University a project manager. The project manager shall be the University’s point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

## 5.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Supplier, at the request of the University, shall meet periodically *as necessary* with the University for project review meetings. The purpose of these meetings will be to review project progress reports, discuss Supplier and University performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

**5.3 CONTINUOUS IMPROVEMENT AND** **PERIODIC STATUS REPORTS**

The Supplier shall provide specified management reports to the designated Contract Lead on an as required basis. This report shall include, at a minimum, information concerning pertained details about the operation and any ideas for improvement. These reports shall be well organized and easy to read. The Supplier shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Supplier shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within approximately 30 business days of the award of the Contract the Supplier shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

* 1. **DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Supplier shall be submitted in writing to the University’s Contract Lead for resolution. A claim by the University shall be submitted in writing to the Supplier’s Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments mutually agreed upon in writing by authorized University signatory and Supplier.

**ATTACHMENT A: PRICING**

The Offeror shall propose the costs of furnishing the services in accordance with this RFP. The Contractor takes ownership of the materials, and any revenue generated from them. Any pricing should reflect that, considering potential market fluctuations, while providing adequate staffing to meet the service expectations of the contract. The award will be given to the Contractor(s) whose proposal is most advantageous to the University.

**RECYCLING CART COLLECTION SERVICES:**

**SINGLE-STREAM MATERIALS – PRICE PER PICK UP:**

$\_\_\_\_\_\_\_\_\_\_ per site pickup

**115.75** estimated pickups per week

ESTIMATED MONTHLY PRICE(multiply weekly cost by 4.3 weeks per month) **$**\_\_\_\_\_\_\_\_\_\_\_\_

ESTIMATED ANNUAL PRICE(multiply 12 months by the Estimated Monthly Price) **$**\_\_\_\_\_\_\_\_\_\_\_\_

# ATTACHMENT B: INSTRUCTIONS TO SUPPLIERS

1. **READ, REVIEW AND COMPLY:** It shall be the Supplier’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Suppliers or elsewhere in this RFP.
2. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Supplier’s sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The University reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Supplier, to accept any item in the proposal.
4. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, the University reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the University, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the University.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) University of North Carolina at Chapel Hill’s General Contract Terms and Conditions in ATTACHMENT C: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO SUPPLIERS; (5) ATTACHMENT A: PRICING, and (6) Supplier’s proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Supplier shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Supplier shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Supplier remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Suppliers are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Supplier that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of the Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
* All copies of the proposal are printed double sided.
* All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
* Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
* Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
1. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The University is committed to retaining Suppliers from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.  In particular, the University encourages participation by Suppliers certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified suppliers as subcontractors on State contracts.
2. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Suppliers by applying a percentage increase to the price of any proposal from a North Carolina resident Supplier. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a supplier resident in that state. Residency is determined by a Supplier’s “Principal Place of Business,” defined as that principal place from which the overall trade or business of the Supplier is directed or managed.
3. **INELIGIBLE SUPPLIERS:** As provided in G.S. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the State or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
4. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain as confidential trade secrets in its proposal that the Supplier does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Supplier, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. **Cost information shall not be deemed confidential under any circumstances.** Regardless of what a Supplier may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Supplier that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Suppliers are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the University will notify Supplier of such action and allow Supplier to defend the confidential status of its information.
5. **PROTEST PROCEDURES** When a Supplier wishes to protest the award of a contract resulting from this solicitation, the Supplier shall submit a written request addressed to the University purchasing officer that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. Note: A contract award notice (purchase order) is sent only to the Supplier awarded the contract, and not to every person or firm responding to a solicitation. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
6. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
7. **COMMUNICATIONS BY SUPPLIERS:** In submitting its proposal, the Supplier agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Suppliers are forbidden from having any communications with the using or issuing agency, or any other representative of the University concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the University directly contacts the Supplier(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Supplier shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Supplier to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Supplier’s proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Supplier from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
8. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
9. **SUPPLIER REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Supplier Portal (eVP) allows Suppliers to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: http://ncadmin.nc.gov/about-doa/divisions/purchase-contract.
10. **WITHDRAWAL OF PROPOSAL**: Proposals submitted electronically may be withdrawn at any time prior to the date for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Supplier’s letterhead and signed by an official of the Supplier authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
11. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
12. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Supplier in preparing or submitting offers are the Supplier’s sole responsibility; the University will not reimburse any Supplier for any costs incurred or associated with the preparation of proposals.
13. **SUPPLIER’S REPRESENTATIVE:** Each Supplier shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
14. **INSPECTION AT SUPPLIER’S SITE:** Intentionally Removed.

# ATTACHMENT C: UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFINITIONS.** As used herein,
2. “Agreement” or “Contract” means these General Terms and Conditions for Procurement of Products and Services and incorporating the University’s Purchase Order(s), Solicitation Document(s), and any Statement(s) of Work executed by the Parties under this Agreement, as applicable.
3. “Parties” means the University and the Supplier, collectively (each, individually, a “Party”).
4. “Products” means all equipment, merchandise, hardware, goods, and documentation to be delivered to the University by the Supplier under this Agreement, the Purchase Order(s), Solicitation Document(s), and any Statement(s) of Work, as applicable.
5. “Purchase Order” means the document used by the University to order Products and/or any type of Service(s) provided by the Supplier in sufficient detail to allow the Supplier to accept and accurately fulfill the University’s order, and including terms describing price, quantity, invoicing and delivery addresses, and purchasing agent contact information.
6. “Services” means all services to be performed by the Supplier for the University under this Agreement, the Purchase Order(s), Solicitation Document(s), and any Statement of Work(s), as applicable.
7. “Solicitation Document” means the University’s request for proposal, request for information, invitation for bid, and/or other solicitation document issued by the University to solicit offers for the Products and Services.
8. “State” means the State of North Carolina.
9. “Statement of Work” means a document that defines, for each project under this Agreement, the (1) work activities to be performed by the Supplier, (2) payment rates, (3) additional payment terms (if any), (4) Products and/or Services, (5) work schedule governing the Supplier’s provision of Services, and (6) any other relevant information the Parties wish to include.
10. “University” means The University of North Carolina at Chapel Hill and its successors and assigns.
11. “Supplier” means the Party providing the Products and/or Services to the University under this Agreement, and its successors and assigns.
12. **PERFORMANCE.**

 (a) It is anticipated that the tasks and duties undertaken by the Supplier under the contract which results from the University’s solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

 (b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Supplier license and provided by Supplier in performance of this Contract shall be and remain property of the University. During performance, Supplier may provide proprietary components as part of the deliverables that are identified in this Contract. Supplier grants the University a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Supplier or its suppliers or licensors made accessible or furnished to the University shall be and remain the property of the Supplier or such other party, respectively. Supplier agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The University shall notify the Supplier of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Supplier agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the University.

 (c) Supplier has a limited, non-exclusive license to access and use University data provided to Supplier, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.

 (d) Supplier or its suppliers, as specified and agreed in the Contract, shall provide support and assistance to the University related to all Services performed or other deliverables procured hereunder during the University’s normal business hours. Supplier warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.

 (e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Supplier under this Contract as provided by N.C Gen. Stat. §§ 143-52 and 143-135.9 (a) and (b) (Best Value).

1. **PAYMENT TERMS.**
2. All invoices shall be submitted to the University’s Systems and Operations Department unless otherwise instructed on the face of the Purchase Order. Payment terms are net thirty (30) days after the University’s receipt of a correct invoice or acceptance of the Products or Services, whichever is later.
3. The University retains the right to determine the most appropriate method to remit payments to the Supplier.
4. Upon written request approved by the University and solely as a convenience to the Supplier, the University may: (i) forward the Supplier's payment check directly to any person or entity designated by the Supplier, and (ii) include any person or entity designated by Supplier as a joint payee on the Supplier's payment check. In no event shall such approval and action obligate the University to anyone other than the Supplier and the Supplier shall remain responsible for fulfillment of all contract obligations.
5. The University does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties, or attorney’s fees. This Agreement will not be construed as an agreement by the University to pay such costs and will be paid only as ordered by a court of competent jurisdiction.
6. **TAXES.** Any applicable taxes shall be invoiced as a separate item. Invoices shall not include any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The University is exempt from North Carolina Sales and Use Tax for all qualifying purchases. The University’s North Carolina Sales and Use Tax exemption number is 400028. The University is exempt from Federal Taxes, such as excise and transportation. The University shall not be responsible for income or property taxes.
7. **TRANSPORTATION OF PRODUCTS.** Intentionally Removed.
8. **CONDITION AND PACKAGING.** Intentionally Removed.
9. **STANDARDS.**  Intentionally Removed.
10. **TRAVEL EXPENSES.** Intentionally Removed.
11. **OWNERSHIP OF WORK PRODUCT.** Intentionally Removed.
12. **QUALIFIED PERSONNEL; INTERVIEWS.** For Services procurements,the Supplier shall ensure that qualified personnel of the Supplier will provide the Services under this Agreement 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 applicable industry. Prior to the Supplier commencing the provision of the Services and upon the University's request, the University shall have the opportunity to review resumes and conduct interviews of the personnel who the Supplier proposes to deploy to provide the Services to the University. If the University is not satisfied with the proposed personnel, the University may request acceptable substitute personnel to be provided by the Supplier.
13. **KEY PERSONNEL.** For Services procurements, theSupplier shall not substitute key personnel assigned to the performance of this Agreement without express prior written approval by the University’s designated contract administrator. Any desired substitution shall be noticed to the University’s contract administrator accompanied by the names and references of the Supplier’s recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Agreement. Upon such termination, the University may request acceptable substitute personnel to be provided by the Supplier.
14. **CARE OF UNIVERSITY PROPERTY.** Intentionally Removed.
15. **INSPECTION AT SUPPLIER'S SITE.** Intentionally Removed.
16. **INDEPENDENT CONTRACTOR.** TheSupplier and its employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the University. This Agreement shall not operate as a joint venture, partnership, trust, agency, or any other business relationship.
17. **INSURANCE COVERAGE**.This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. The University will determine, in its sole and absolute discretion, if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the University.
18. *Generally.* Providing and maintaining adequate insurance coverage is a material obligation of the Supplier and is of the essence of this Agreement. All such insurance shall meet all laws of the State. Such insurance coverage shall be obtained from companies with an A.M. Best rating of not less than A-VII that are authorized to provide such coverage and that are authorized by the North Carolina Commissioner of Insurance to do business in the State. The Supplier shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The minimum coverage limitations under each insurance policy indicated below shall not be interpreted as limiting the Supplier’s liability and obligations or the indemnification requirements under this Agreement.
19. *Coverage.* During the term of the Agreement, the Supplier, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as indicated. The University shall not be deemed or construed to have assessed the risk that may be applicable to the Supplier. The Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. The University shall be listed as an additional insured. The Supplier will provide thirty (30) days advance notice to the University, either directly or through the insurer, of any cancellation or non-renewal of a policy. The insurance policies must be written on a primary basis and any insurance or self-insurance maintained by the University shall be non-contributing.
	* 1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker’s Compensation and Automobile Liability will apply as required by North Carolina law. The University may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
		2. **For contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00, the following limits shall apply:**

a. Worker’s Compensation- The Supplier shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of $250,000.00, covering all of Supplier’s employees who are engaged in any work under this Agreement. If any work is subcontracted, the Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under this Agreement.

b. Commercial General Liability- General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

c. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

d. Professional Liability (Errors and Omissions Liability), including Cyber Liability - Supplier, at its sole cost and expense, shall maintain Professional Liability insurance with the following minimum limits of liability: (i) $1,000,000.00 per loss and (ii) $1,000,000.00 per aggregate. This insurance shall provide coverage for: (A) liability arising from theft, dissemination, and/or use of Sensitive and Confidential Information; (B) network security liability arising from the unauthorized access to, use of, or tampering with computer systems; and (C) liability arising from the introduction of a computer virus into, or otherwise causing damage to a computer system, network or similar related property. If professional liability insurance is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Supplier shall maintain such insurance for an additional period of one (1) year following termination of the Agreement. If such insurance is maintained on a claims-made basis, Supplier shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

1. **AVAILABILITY OF FUNDS.** Any and all payments to the Supplier shall be dependent upon and subject to the availability of funds appropriated or allocated to the University for the purpose set forth in this Agreement.
2. **GENERAL INDEMNITY.**

 (a) The Supplier shall indemnify, defend, and hold harmless the University, its trustees, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all damages, costs, liabilities, losses, and expenses incurred by Indemnitees arising from or related to (i) the Products delivered, the Services performed, or materials or supplies furnished in connection with the performance of this Agreement; (ii) a breach of this Agreement by the Supplier; or (iii) any misconduct or acts of negligence by the Supplier or its employees or agents in the performance of this Agreement.

 (b) The Supplier represents and warrants that it shall make no claim of any kind or nature against the University’s agents who are involved in the delivery or processing of Supplier deliverables or Services as part of this Agreement with the University.

(c) As part of this provision for General Indemnity, if federal funds are involved in this procurement, the Supplier warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the University harmless from any claims or losses resulting to the University from the Supplier’s noncompliance with such federal requirements or law in the performance of this Agreement. The representations and warranties in the preceding two (2) sentences shall survive the termination or expiration of the Contract.

(d) The Supplier will indemnify the University for any breach of confidentiality or failure of its responsibilities to protect confidential information, including by not limited to, the cost of notification of affected persons as a result of its accidental or negligent release of University data provided to the Supplier pursuant to the Agreement.

1. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY**.

(a) Supplier shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with this Agreement.

(b) Supplier warrants to the best of its knowledge that:

* + 1. Performance under this Agreement does not infringe upon any intellectual property rights of any third party; and
		2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

(c) Should any deliverables supplied by Supplier become the subject of a claim of infringement of a patent, copyright, trademark, or a trade secret, the Supplier, shall at its option and expense, either procure for the University the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Supplier’s judgment, or if further use shall be prevented by injunction, the Supplier agrees to cease provision of any affected deliverables and refund any sums the University has paid Supplier for such deliverables and make every reasonable effort to assist the University in procuring substitute deliverables. If, in the sole opinion of the University, the cessation of use by the University of any such deliverables due to infringement issues makes the retention of other items acquired from the Supplier under this Agreement impractical, the University shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge; and Supplier agrees to refund any sums the University paid for unused Services or other deliverables.

(d) The Supplier, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the deliverables supplied by the Supplier or their use or operation, infringe on a patent, copyright, trademark or violate a trade secret. The Supplier shall pay those costs and damages finally awarded or agreed in a settlement against the University in any such action.

(e) Supplier will not be required to defend or indemnify the University to the extent any claim by a third party against the University for infringement or misappropriation results solely from the University’s material alteration of any Supplier-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Supplier of the claimed infringement.

1. **SUSPENSION.** The University will have the right to suspend performance of this Agreement at any time by providing written notice to the Supplier and specifying the dates of the suspension. The University will be responsible for paying the Supplier in accordance with the terms of the Agreement for the delivery of Products and Services accepted by the University at the time of the suspension.
2. **DEFAULT AND TERMINATION FOR CAUSE.**
3. If, through any cause, the Supplier shall fail to fulfill in timely and proper manner the obligations under this Agreement, including, without limitation, in these Terms and Conditions, the University shall thereupon have the right to terminate this Agreement by giving written notice to the Supplier and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under this Agreement prepared by the Supplier shall, at the option of the University, become the University’s property (and under any applicable Supplier license to the extent necessary for the University to use such property), and the Supplier shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding the foregoing, the Supplier shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this Agreement, and the University may withhold any payment due the Supplier for the purpose of setoff until such time as the exact amount of damages due to the University from such breach can be determined. The University reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successful offeror without expense to the University. N.C. Gen. Stat. §§ 25-2-609 and 143-52(a); 01 NCAC 05B.1521.
4. In case of default by the Supplier, the University may, as provided by North Carolina law, procure the Products or Services necessary to complete performance hereunder from other sources and hold the Supplier responsible for any excess cost occasioned thereby. N.C. Gen. Stat. § 25-2-712. In addition, and in the event of default by the Supplier, or upon the Supplier filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Supplier, the University may immediately cease doing business with the Supplier, terminate this Agreement for cause, take action to recover relevant damages, and initiate proceedings to debar the Supplier from doing future business with agencies of the State of North Carolina. 01 NCAC 05B.1520.
5. The Supplier shall be in default if it submitted a certification for price-matching preference under Executive Order #50 and N.C. Gen. Stat. § 143-59 that was false and/or contained materially misleading or inaccurate information, and/or the Supplier failed to provide information and documentation requested by the University to substantiate the Supplier’s certification. The State of North Carolina may take action against the Supplier under the False Claims Act, N.C. Gen. Stat. § 1-605 et seq., for submitting a false certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).
6. **TERMINATION FOR CONVENIENCE.** The University may terminate this Agreement without penalty for any reason upon thirty (30) days written notice to the Supplier. In that event, all finished or unfinished deliverable items prepared by the Supplier under this Agreement shall, at the option of the University, become its property, and under any applicable Supplier license to the extent necessary for the University to use such property. If this Agreement is terminated by the University for convenience, the Supplier shall be paid for those items or services satisfactorily completed, less any payment or compensation previously made.
7. **FORCE MAJEURE.** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, flood, power failures, acts or threats of war, acts or threats of terrorism, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, pandemic, epidemic, quarantine, acts or regulations of public or University officials including measures to limit the spread of contagious disease, governmental acts, orders, or restrictions, national, regional, or local emergency, severely inclement weather, interruption or delay or transportation service, earthquake, hurricane, tornado, or other catastrophic natural event or Act of God; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Party of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event
8. **CONFIDENTIALITY; CARE OF INFORMATION.**
9. *Confidentiality.* Any information, data, documents, studies, and reports given to or prepared or assembled by the Supplier under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
10. *Response to Third-party Requests for University Data*. If the Supplier is served with a subpoena related to University data, then, unless prohibited by law, the Supplier will provide prior notice of such subpoena to the University to allow the University an opportunity to seek injunctive relief before disclosure of the information.
11. *Protection of Supplier Trade Secrets under NC Public Records Act.* The University will maintain the confidentiality of the Supplier's “trade secrets”, in accordance with N.C. Gen. Stat. § 132-1, et seq. (the “NC Public Records Act”). Trade secrets are defined by North Carolina statute as "business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that derives independent actual or potential commercial value from (i) not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." (*See* N.C. Gen. Stat. § 66-152). The Supplier shall designate the portions of the materials it delivers to the University that meet this definition of "trade secrets," or that otherwise are exempt from disclosure under the NC Public Records Act, by printing “CONFIDENTIAL” in boldface at the top and bottom of the applicable pages or sections. Under the North Carolina Administrative Code, price information shall not be deemed confidential (NCAC 05B.0103). In spite of what is labeled as confidential, the determination as to whether the information is subject to disclosure shall be determined by North Carolina law. The Supplier is notified that if the confidentiality of material is challenged by other parties, the Supplier has the responsibility of defending the assertion of confidentiality. N.C. Gen. Stat. § 143-52(a).
12. *Protection of University's Sensitive and Confidential Information.* The Supplier shall safeguard and protect Sensitive and Confidential Information of the University in accordance with all applicable laws and regulations and consistent with ISO/IEC 27000 series information security best practices. “Sensitive and Confidential Information” means any, but not limited to, the following: “Personal Information” under the North Carolina Identity Theft Protection Act of 2005, confidential “personnel information” under the North Carolina Human Resources Act, “Protected Health Information” under the Health Insurance Portability and Accountability Act (HIPAA), student “education records” under Family Educational Rights and Privacy Act (FERPA), “customer record information” under Gramm Leach Bliley Act (GLBA), “cardholder data” as defined by the Payment Card Industry Data Security Standard (PCI-DSS), and any information protected from disclosure under the North Carolina Public Records Act. Sensitive and Confidential Information must be restricted by the Supplier to those with a legitimate business need for access to such information. For purposes of illustration, Sensitive and Confidential Information may appear in research data, public safety information, financial donor information, information concerning select agents, system access passwords, information security records, and information file encryption keys.

If the Supplier becomes aware of a confirmed or suspected exposure of Sensitive and/or Confidential University Information, the Supplier shall notify the University’s IT Help Desk (919-962-HELP) and ask that a “Critical Remedy Ticket” be created with the University’s Information Security Office. The Supplier shall provide a telephone number at which the reporting party can be reached for more detail. The Help Desk takes calls 24x7x365. The Supplier shall not provide any information regarding the risk to Sensitive Information or Confidential Information until contacted via telephone by a University incident handler. Upon being contacted by the incident handler, the Supplier agrees to provide the University with access to any information that is pertinent to the investigation of the possible compromise of the University’s sensitive information or mission critical system, including, but not limited to: log data, metadata, and forensic images.

1. *Grant of Limited Right to Use University Data.* Subject to the terms and conditions of this Agreement, the University grants to the Supplier a non-exclusive, non-transferable, limited right to use University data received or accessed by the Supplier in the course of performing services under this Agreement. All right, title, and interest in the data shall remain with the University or end users, as applicable. The Supplier may not access and/or duplicate the data for any reasons other than those stated herein without the prior written consent of University.
2. *Limitations on Use of University Data.* The Supplier shall not collect, mine, save, disclose, or otherwise use any end user personal information or University data for any purpose other than to provision and support the services expressly contemplated under this Agreement.
3. *FERPA Acknowledgement.* If the Supplier’s Services involve the hosting or accessing of student education records, the Supplier acknowledges and agrees that (i) the University has outsourced to the Supplier the performance of institutional services or functions for which the University would otherwise use its own employees, (ii) the Supplier is considered to be a “school official” with “legitimate educational interests” in “personally identifiable information” from “education records” of University students, as those terms have been defined under FERPA (34 C.F.R. 99), (iii) the Supplier is under the direct control of the University with respect to the Supplier’s use and maintenance of data in the education records, and (iv) the Supplier will abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials. The Supplier will use such data only for the purpose of fulfilling its duties under this Agreement, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.
4. *Data Security.* The Supplier shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(i) *Costs Borne by Supplier.* If the Supplier experiences a security incident or breach concerning any Confidential Information covered by this Agreement, and such breach is covered by applicable federal or state laws and regulations, then the Supplier will (a) fully comply with the Supplier’s obligations under such laws and regulations, including but not limited to the NC Identity Theft Protection Act, (b) immediately notify the University regarding the breach pursuant to the process outlined in subsection (d) above and provide the information listed in N.C. Gen. Stat. § 75-65(d)(1-4) and other federal or state laws and regulations required by the University, and (c) fully cooperate with the University in carrying out the University’s obligations under said Identity Theft Protection Act.

1. **IMPLEMENTATION; CONFLICTS/INCONSISTENCIES.** This Agreement shall be implemented by a University Purchase Order. For purposes of construing a transaction as an integrated contract, the following provisions shall apply: (a) the definitions in the Instructions to Suppliers in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein; (b) if federal funds are involved in the transactions under this Contract, the Supplier shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the “Federal Funds Provisions” section below; (c) “Purchasing Agency” herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below; (d) contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58; (e) in cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions[;](https://ncconnect.sharepoint.com/sites/doa/pandc/Shared%20Documents/Website/Form_North%20Carolina%20General%20Terms%20and%20Conditions_01.2020.docx?web=1) (4) Definitions and other provisions in INSTRUCTIONS TO SUPPLIERS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Supplier’s Bid, to the extent specifically and mutually incorporated into this Contract. In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these General Contract Terms and Conditions, the more restrictive provision will govern.
2. **SUBCONTRACTING.** The Supplier may subcontract performance of this Agreement to third parties only with the express prior written consent of the University. The Supplier remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same obligations and standards required of the Supplier under this Agreement, and the terms and conditions of this Agreement shall be specifically incorporated into any agreements with subcontractors relating thereto.
3. **ASSIGNMENT OR DELEGATION OF DUTIES.** This Agreement may not be assigned or delegated by Supplier without the written consent of the University. If Supplier requests any assignment, or delegation of duties, the Supplier shall remain responsible for fulfillment of all Agreement obligations. Upon written request, the University may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the University, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Supplier’s assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of this Agreement. N.C. Gen. Stat. § 143-58.
4. **AMENDMENTS/CONTRACT AUTHORIZATION.**
5. This Agreement may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of the University and the Supplier in accordance with this section.
6. This Agreement is made subject to the shipment of quantities, qualities, and prices indicated on the Purchase Order and all conditions and instructions on the Purchase Order or the Solicitation Document, as applicable. Any changes made to this Agreement or Purchase Order proposed by the Supplier are hereby rejected unless accepted in writing by the University’s Purchasing Services Department or the Vice Chancellor for Finance and Operations. The University shall not be responsible for products or delivered without a Purchase Order or authorization from the University’s Purchasing Services Department. In order to be effective, contracts for University purchases of products or services exceeding $5,000.00 must be signed by a duly authorized officer of the University’s Purchasing Services Department, or the University’s Vice Chancellor for Finance and Operations or his/her delegate.
7. **USE OF UNIVERSITY NAME AND TRADEMARK.** TheSupplier shall not appropriate or use the existence of this Agreement or the names, logos, photographs, images, property, service marks, or trademarks of the University or the State of North Carolina as a part of any marketing, advertising, endorsement, promotion, or otherwise, without express prior written approval of the University. Requests to use the University’s names, logos, photographs, images, property, service marks, or trademarks should be directed to the University’s Office of Trademarks and Licensing ([*http://www.licensing.unc.edu*](http://www.licensing.unc.edu)). If the University grants express prior written consent to use the University’s names, logos, photographs, images, property, service marks, or trademarks, for marketing, advertising, endorsement, promotion, or otherwise, the University shall have the right to reject any such use proposed by the Supplier which in the University’s sole discretion violates the University’s standards of advertising or is inconsistent with the University’s role and reputation as a public institution of higher education.
8. **EXPORT CONTROL.** Intentionally Removed.
9. **EQUAL OPPORTUNITY.**  The Supplier shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or appropriate inquiries regarding compensation. The Supplier will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.
10. **NOTICES.** Any notices required under this Agreement should be delivered to the contract administrator for each Party. Unless otherwise specified in the Solicitation Document, any notices shall be delivered in writing by U.S. Mail, commercial courier, or by hand.
11. **COMPLIANCE WITH LAWS AND UNIVERSITY POLICIES.** Each Party shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority. The Supplier agrees to comply with all applicable University policies.
12. **NO BRIBERY; NO BOYCOTT.** Supplier shall adhere to and comply with U.S. anti-boycott laws and all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act. Supplier shall not directly or indirectly offer, give, promise to give, or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.
13. **ACCESS TO PERSONS AND RECORDS.** During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 *et seq.,* typically five years), the State Auditor and the University’s internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as provided in N.C. Gen. Stat. § 143-49(9), § 147-64.7. However, if any audit, litigation, or other action arising out of or related in any way to this Agreement is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
14. **SITUS, GOVERNING LAW, AND VENUE.**

(a) The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

 (b) In the event the Parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.

 (c) Pursuant to N.C. Gen. Stat. § 55A-15-01, non-resident Supplier corporations not formed under North Carolina law must be domesticated in the Office of the North Carolina Secretary of State in order to contract with the State of North Carolina.

1. **SEVERABILITY.** In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
2. **Certifications Regarding Covered Telecommunications Technology and Services.** The Supplier shall not provide to the University, or cause the University to use, covered telecommunications equipment or services, as defined in 48 CFR 52.204-25, in the performance of any contract, subcontract or other contractual instrument between the Supplier and the University. In the event the Supplier identifies, during contract performance, covered telecommunications equipment or services as part of any item or service Supplier provides to the University, the Supplier shall immediately notify the University via email to **purchasing\_team@unc.edu****.**
3. **CERTIFICATIONS UNDER STATE LAW.** The Supplier certifies as follows: (a) its proposal was submitted competitively and without collusion (N.C Gen. Stat. § 143-54); (b) 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 (N.C. Gen. Stat. § 143-59.2); (c) it is not an ineligible supplier as set forth in N.C. Gen. Stat. § 143-59.1; (d) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications, or estimates for the solicitation, or in awarding or administering this Agreement resulting from the solicitation, or in inspecting or supervising the services to be rendered (N.C. Gen. Stat. § 133-32); (e) the Supplier and each of its subcontractors for this Agreement comply 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 (N.C. Gen. Stat. § 143-48.5); and (f) neither the Supplier nor any assignee of the Supplier is identified on a list maintained by the NC State Treasurer noting either: (i) persons engaged in investment activities in Iran (N.C. Gen. Stat. § 147-86.60) or (ii) persons engaged in business activities boycotting Israel (N.C. Gen. Stat. § 147-86.80 et seq.). False certification may constitute a Class I felony under North Carolina law.
4. **CERTIFICATIONS UNDER FEDERAL LAW.** Intentionally Removed.
5. **ELECTRONIC RECORDKEEPING**.The University may preserve electronically all documents related to this Agreement, and such electronic documents will have the same force and effect as the original hardcopy documents. Any printout or other output readable by sight that accurately duplicates the electronic record will be considered an “original” document.
6. **WARRANTY TERMS**.
7. If the Supplier is not the manufacturer of the Products, the Supplier represents and warrants to the University that it has been designated by the manufacturer as an authorized reseller of the Products and any manufacturer warranties will pass from the manufacturer through the Supplier and inure to the benefit of the University. In the event such manufacturer warranties fail to pass through the Supplier and inure to the benefit of the University, the Supplier shall pay, indemnify, and hold the University harmless from all losses, damages, and expenses resulting from such failure.
8. If the Supplier is the manufacturer of the Products:
9. The Supplier represents and warrants to the University that for a period of ninety (90) days from the date of installation ("Warranty Period") the Products shall perform in good working order in accordance with industry practices and standards and meet the specifications set forth in the Solicitation Document. Following receipt of written notice thereof, the Supplier shall promptly respond to any failure to comply with the representations and warranties in this subsection, and the Supplier shall promptly repair, replace, or correct the Products at the Supplier's sole cost and expense. The remedies set forth in this section shall be in addition to any other rights and remedies that may be available to the University.
10. Supplier represents and warrants to University that, to the best of its knowledge: (1) the licensed Products and associated materials do not infringe any intellectual property rights of any third party; (2) there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party; (3) the Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, “back doors” or other means to facilitate or allow unauthorized access to the University’s information systems; and (4) the Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software’s ability to operate.
11. The Supplier represents and warrants to the University that any Product which performs any date and/or time data recognition functionality, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Agreement.

(iv) Supplier represents and warrants to University that the Software demonstrated to University, to the extent applicable, during Supplier's on-campus demonstrations:  (1) represents a generally available version of the Software; and (2) was configured but not otherwise modified by Supplier or otherwise manipulated in any way to display features or functions that do not exist in a generally available version of the Software as of the date of the Supplier's demonstrations.

(v)         Supplier represents and warrants to University that the Products and Services meet the accessibility requirements (to the extent applicable) outlined in Section 508 of the Rehabilitation Act of 1973, as amended (<http://section508.gov/>), and the best practices outlined in the W3C Web Accessibility Initiative reference: <http://www.w3.org/WAI/>.

1. **NO WAIVER OF REMEDIES OR DEFAULT.** Notwithstanding any other language or provision in this Agreement or in any Supplier-supplied material, nothing herein is intended or shall be interpreted as a waiver of any right, remedy, default or breach otherwise available to the University. The waiver by the University of any right, remedy, default, or breach on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
2. **RETENTION OF RECORDS.** During the term of this Agreement and for a period thereafter as determined by the University, the Supplier and its employees, agents, and subcontractors shall maintain complete and professionally adequate records and shall retain them according to the North Carolina Public Records Act and applicable University policies.
3. **GOVERNMENT RESTRICTIONS.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the Products or Services offered, prior to acceptance, it shall be the responsibility of the Supplier to notify, in writing, the University’s issuing purchasing officer at once, indicating the specific regulation which requires such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.
4. **GOVERNMENT REVIEW.** To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, the Supplier and the University shall make available to such appropriate governmental authority this Agreement and any books, records, documents, and other records that are necessary to certify the nature and extent of the services provided and the costs claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.
5. **LICENSES, PERMITS, AND CERTIFICATIONS.** During the term of this Agreement, the Supplier and its employees, agents, and subcontractors shall hold current licenses, permits, and certifications, at the levels required to practice their professions and to provide the contracted services in the relevant jurisdiction(s). Upon the University’s request, Supplier shall provide proof of such licenses, permits, and certifications.
6. **OUTSOURCING.** If, after award of this Agreement, and consistent with any applicable NC DIT security provisions, the Supplier wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the University in writing, prior express written approval must be obtained from the University unit or department responsible for the Agreement. The Supplier shall give prompt notice to the University of any relocation of the Supplier, employees of the Supplier, subcontractors of the Supplier, or other persons performing services under a University agreement to a location outside of the United States. Any supplier or subcontractor providing call or contact center services to the University shall disclose to inbound callers the location from which the call or contact center services are being provided.
7. **Rejection of Non-Solicitation.** The University rejects and disaffirms any non-solicitation provision or other similar term contained in any material related to the Agreement that would require that the Parties refrain from recruiting or hiring the employees of the other Party unless the non-solicitation provision is expressly agreed to in a writing signed and specifically initialed by an authorized University representative and the Office of University Counsel.
8. **HEADINGS, GENDER, AND NUMBER.** The headings contained herein are not material parts of the Agreement and should not be used to construe the meaning thereof. The singular of any word or phrase shall be read to include the plural and vice-versa.
9. **PARTIAL INVALIDITY.** If any provision of this Agreement shall be invalid, the remainder of this Agreement shall not be affected thereby.
10. **SURVIVAL OF PROMISES.** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that by their sense and context are intended to survive the contract expiration or termination date shall so survive, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State of North Carolina statutes of limitation.
11. **SOVEREIGN IMMUNITY.** Notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the University under applicable law.

# ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY SUPPLIER

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

| 1. **Will any work under this Contract be performed outside the United States**?
 | **[ ]**  YES **[ ]**  NO |
| --- | --- |

If the Supplier answered “YES” above, Supplier must complete items 1 and 2 below:

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

| 1. **The Supplier agrees to provide notice, in writing to the State, of the relocation of the Supplier, employees of the Supplier, sub-Contractors of the Supplier, or other persons performing services under the Contract outside of the United States**
 | **[ ]**  YES **[ ]**  NO |
| --- | --- |
| NOTE: All Supplier or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.  |  |

1. **Identify all U.S. locations at which performance will occur:**

# ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

[ ]  The Supplier is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

 Date of latest audit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  The Supplier has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

[ ]  The Supplier is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

[ ]  The Supplier is not the subject of any current litigation or findings of noncompliance under federal or state law.

[ ]  The Supplier has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

[ ]  He or she is authorized to make the foregoing statements on behalf of the Supplier.

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

If any one or more of the foregoing boxes is NOT checked, Supplier shall explain the reason in the space below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Supplier]

# ATTACHMENT F: SUPPLEMENTAL SUPPLIER INFORMATION

**HISTORICALLY UNDERUTILIZED BUSINESSES**

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [**North Carolina Office of Historically Underutilized Businesses**](http://ncadmin.nc.gov/businesses/hub)at (919) 807-2330. The Supplier shall respond to question #1 and #2 below.

1. Is Supplier a Historically Underutilized Business? **[ ]  Yes [ ]  No**
2. Is Supplier Certified with North Carolina as a Historically Underutilized Business? **[ ]  Yes [ ]  No**
3. If so, state HUB classification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment G**

**Recycling Sites, Containers, and Schedules**

YES= Quiet buildings not to be service before 8 a.m.

A Week started 3/24/14

B Week started 3/31/14

0.50 = Bi-weekly stops (every other week)

0.25 = Every four weeks with start date given for calculating next pick up

\*Note: The number of carts given here is for the current dual-stream collection. Where possible, we will either reduce carts or collection days once we convert to single-stream collection.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Quiet** | **Building Number** | **Building Name** | **Carts** | **Monday** | **Wednesday** | **Friday** | **STOPS PER WEEK** | **Monthly Date or Bi-Weekly Letter** |
|   | 437 | Airport Office | 2 | 0.25 |   |   | 0.25 | 8/16/2021 |
| Yes | 100 | Alexander Res Hall | 7 |   |   | 1 | 1.00 |   |
|   | 670 | Allen Education Center | 5 |   |   | 1 | 1.00 |   |
| Yes | 4 | Alumni Bldg | 7 |   |   | 1 | 1.00 |   |
| Yes | 241 | Ambulatory Care Center | 8 |   | 0.5 |   | 0.50 | A |
|   | 617 | Anderson Stadium | 4 |   | 0.25 |   | 0.25 | 8/4/2021 |
| Yes | 101 | Avery Res Hall | 5 |   |   | 1 | 1.00 |   |
| Yes | 631 | Baity Hill 1101 Mason Farm Road | 5 |   |   | 1 | 1.00 |   |
| Yes | 632 | Baity Hill 1351 Mason Farm Road | 5 |   |   | 1 | 1.00 |   |
| Yes | 633 | Baity Hill 1401 Mason Farm Road | 5 |   |   | 1 | 1.00 |   |
| Yes | 634 | Baity Hill 1501 Mason Farm Road | 4 |   |   | 1 | 1.00 |   |
| Yes | 533 | Baity Hill Drive, 1503 | 14 | 1 | 1 | 1 | 3.00 |   |
| Yes | 200 | Beard Hall | 5 | 1 |   |   | 1.00 |   |
|   | 677 | Bell Tower Parking Deck | 16 | 1 | 1 | 1 | 3.00 |   |
|   | 429A | Boshamer Stadium | 5 |   | 0.25 |   | 0.25 | 8/4/2021 |
|   | 228 | Brinkhous-Bullitt Bldg | 10 |   | 1 |   | 1.00 |   |
| Yes | 165A | Buchan House | 3 |   | 0.5 |   | 0.50 | B |
| Yes | 25 | Carmichael Arena | 9 | 1 |   |   | 1.00 |   |
| Yes | 99 | Carmichael Res Hall | 13 | 1 |   | 1 | 2.00 |   |
|   | 507 | Carolina Outdoor Education Center | 14 | 1 | 1 | 1 | 3.00 |   |
|   | 12 | Carroll Hall | 3 | 1 |   |   | 1.00 |   |
|   | 499 | CD Spangler and Annex | 2 |   | 0.5 |   | 0.50 | B |
|   | 391 | Chase Dining Hall (Rams Head) | 5 | 1 | 1 | 1 | 3.00 |   |
| Yes | 122 | Cobb Res Hall | 8 | 1 | 1 | 1 | 3.00 |   |
|   | 10 | Coker Hall | 9 |   | 1 |   | 1.00 |   |
|   | 368 | Cone Kenfield Tennis Center | 4 | 1 |   |   | 1.00 |   |
| Yes | 137 | Craige North Res Hall | 9 | 1 | 1 | 1 | 3.00 |   |
| Yes | 104 | Craige Res Hall | 7 | 1 |   | 1 | 2.00 |   |
|   | 80 | Davis Library | 5 |   | 0.5 |   | 0.50 | A |
| Yes | 105 | Ehringhaus Res Hall | 9 | 1 |   | 1 | 2.00 |   |
|   | 649 | Environment, Health And Safety Bldg | 2 |   | 0.5 |   | 0.50 | B |
|   | 630G | Field Operations and Storage | 2 |   | 0.25 |   | 0.25 | 11/3/2021 |
|   | 487 | Finley Golf Cart House | 6 | 1 |   | 1 | 2.00 |   |
|   | 581 | Finley Golf Course Road, 220 | 2 | 0.5 |   |   | 0.50 | B |
|   | 71 | FPG Child Development Inst | 0 |   |   |   | 0.00 |   |
|   | 212 | Francis Owen Blood Research Lab | 4 |   | 0.5 |   | 0.50 | B |
|   | 369 | Friday Center, William & Ida | 5 |   | 1 |   | 1.00 |   |
|   | 359 | Genetic Medicine Research Bldg | 5 |   | 0.5 |   | 0.50 | A |
|   | 676 | Genome Sciences Building | 1 |   |   |   | 0.00 |   |
|   | 52 | Graham Memorial | 3 |   | 0.5 |   | 0.50 | B |
| Yes | 107 | Graham Res Hall | 7 |   |   | 1 | 1.00 |   |
| Yes | 70 | Hamilton Hall | 10 | 1 | 1 | 1 | 3.00 |   |
|   | 19 | Hanes Hall | 9 | 1 | 1 | 1 | 3.00 |   |
| Yes | 139 | Hardin Res Hall | 9 | 1 | 1 | 1 | 3.00 |   |
|   | 98 | Hill Alumni Center | 5 |   |   | 1 | 1.00 |   |
|   | 20 | Hill Hall | 8 | 1 |   |   | 1.00 |   |
| Yes | 109 | Hinton James Res Hall | 11 | 1 | 1 | 1 | 3.00 |   |
|   | 679 | Homestead Operations Center | 1 |   |   |   | 0.00 |   |
| Yes | 358 | Hooker Research Center | 17 | 1 |   |   | 1.00 |   |
|   | 168 | Horney Bldg | 6 | 1 | 1 |   | 2.00 |   |
| Yes | 136 | Horton Res Hall | 6 | 1 | 1 | 1 | 3.00 |   |
| Yes | 361 | Jackson Circle Parking Deck | 3 |   |   | 1 | 1.00 |   |
| Yes | 153 | Jackson Hall | 12 | 1 |   | 1 | 2.00 |   |
| Yes | 124 | Joyner Res Hall | 10 | 1 | 1 | 1 | 3.00 |   |
|   | 567 | Kenan Football Center, Frank H. | 4 |   | 0.25 |   | 0.25 | 8/4/2021 |
| Yes | 125 | Kenan Res Hall |   | 1 |   | 1 | 2.00 |   |
|   | 59 | Knapp-Sanders Bldg | 8 | 1 |   |   | 1.00 |   |
| Yes | 138 | Koury Res Hall | 9 | 1 |   | 1 | 2.00 |   |
|   | 133 | Lenoir Hall | 5 | 1 | 1 | 1 | 3.00 |   |
|   | 237 | Lineberger Cancer Research Center | 4 |   | 0.25 |   | 0.25 | 8/4/2021 |
|   | 375 | Loudermilk Center for Excellence | 6 | 1 |   | 1 | 2.00 |   |
|   | 202 | MacNider Hall | 14 | 1 | 1 | 1 | 3.00 |   |
|   | 360 | Marsico Hall | 4 |   | 0.5 |   | 0.50 | A |
| Yes | 386 | Martin Luther King Jr Blvd, 730 | 6 | 1 |   |   | 1.00 |   |
|   | 96 | McColl Bldg | 10 | 1 |   | 1 | 2.00 |   |
|   | 630XX016 | Metal Shed Southwest of Municipal Compound | 1 |   |   |   | 0.00 |   |
|   | 152 | Morehead Planetarium | 5 |   | 1 |   | 1.00 |   |
| Yes | 113 | Morrison Res Hall | 9 | 1 |   | 1 | 2.00 |   |
|   | 674 | Murray Hall | 6 |   | 1 |   | 1.00 |   |
|   | 702J | Odum Village 207 Branson St | 3 |   | 0.5 |   | 0.50 | A |
| Yes | 116 | Parker Res Hall | 7 | 1 |   | 1 | 2.00 |   |
|   | 430 | Public Safety Bldg | 5 |   | 0.5 |   | 0.50 | A |
| Yes | 642 | Ram Village At 520 Williamson Drive | 7 |   |   | 1 | 1.00 |   |
| Yes | 645 | Ram Village At 540 Paul Hardin Drive | 6 | 1 |   | 1 | 2.00 |   |
| Yes | 643 | Ram Village At 560 Paul Hardin Drive | 6 | 1 |   | 1 | 2.00 |   |
|   | 363 | Roper Hall | 6 | 1 |   |   | 1.00 |   |
|   | 82 | Smith Student Activities Center | 3 |   | 0.25 |   | 0.25 | 8/4/2021 |
| Yes | 129 | Spencer Res Hall | 5 |   |   | 1 | 1.00 |   |
|   | 95 | Stone Center | 4 |   | 1 |   | 1.00 |   |
|   | 62 | Student Stores Building | 5 |   |   | 1 | 1.00 |   |
| Yes | 84 | Tate-Turner-Kuralt Bldg | 6 | 1 |   |   | 1.00 |   |
|   | 469 | Taylor Campus Health | 4 |   | 1 |   | 1.00 |   |
|   | 217 | Taylor Hall | 4 |   | 0.5 |   | 0.50 | A |
| Yes | 641 | Taylor Residence Hall | 8 | 1 |   | 1 | 2.00 |   |
|   | 373 | The Spangler Center | 0 |   |   |   | 0.00 |   |
|   | 242 | Thurston-Bowles Bldg | 6 |   | 0.5 |   | 0.50 | A |
|   | 64 | Van Hecke-Wettach Hall | 12 |   | 1 | 1 | 2.00 |   |
| Yes | 131 | Winston Res Hall | 9 | 1 |   | 1 | 2.00 |   |
|   |   |   |   |   |   |   |   |   |
|   |   | TOTAL CARTS | 548 |   |   |   |   |   |
|   |   | TOTAL DAILY STOPS |   | 40.75 | 31.00 | 44.00 |   |   |
|   |   | TOTAL WEEKLY STOPS |   |   |   |   | 115.75 |   |

**Attachment H**

**Recycling Tonnages**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **June** | **TOTAL** |
| **22-23****Monthly Tons** |
| **Single Stream** | 26.14 | 19.65 | 17.60 | 30.75 | 19.09 | 20.11 | 25.87 | 22.18 | 21.46 | 26.64 | 24.47 | 20.26 | 274.21 |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **June** | **TOTAL** |
| **23-24****Monthly Tons** |
| **Single Stream** | 21.05 | 21.60 | 20.41 | 31.43 | 19.20 | 17.28 | 24.67 | 20.70 | 19.36 | 23.74 | 24.28 | 15.64 | 259.35 |

**Attachment I**

**Expected Winter Break Schedule**

Before spring and fall breaks and at the end of each semester, extra pickups are needed at the residence and dining halls. Once the students leave for the **winter holiday**, pickups for the listed locations can be reduced to one pick up during the three-week break. The reduced schedule over the **summer break** will vary based on usage.

|  |
| --- |
| **Reduced Schedule During Winter Break for Recycling Sites** |
|  |
| Alexander Res HallAvery Res HallBaity Hill 1101 Mason Farm RoadBaity Hill 1351 Mason Farm RoadBaity Hill 1401 Mason Farm RoadBaity Hill 1501 Mason Farm RoadBaity Hill Drive, 1503Carmichael Res HallCobb Res HallCraige North Res HallCraige Res HallEhringhaus Res HallGraham Res HallHardin Res HallHinton James Res HallHorton Res HallJoyner Res HallKenan Res HallKoury Res HallMorrison Res HallParker Res HallRam Village At 520 Williamson DriveRam Village At 540 Paul Hardin DriveRam Village At 560 Paul Hardin DriveSpencer Res HallTaylor Residence HallWinston Res HallChase Dining Hall at Rams HeadLenoir Dining Hall |
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| **Attachment J****Questionnaire (Required)****IMPORTANT:** Each Offeror must completely fill out and answer this questionnaire. Use additional sheets of paper if necessary.1. Description of Vehicles

Make/Model/Yr Body Type Capacity (yards) Condition**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**1. Companies experience in the collection and marketing of recyclables:
	1. Number of years (\_\_\_\_\_) in the collection and marketing of recyclables.
	2. List the institutional contracts, similar to this contract that you have held during

 the past ten (10) years:Name of Institution Date of Contract Term of Contract**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** 1. Has your business entity ever defaulted on any contract held by you? If yes, explain.
	2. If so, has your surety been required to complete the contract? explain
1. Are there any unsatisfied judgments against your business entity? If so, explain:
2. Give name, address, contact person, and phone number of surety company which has agreed to act as surety on your bond should the contract be awarded to you:
3. List below the names, addresses, contact persons, and phone numbers of surety companies which have heretofore bonded you on similar contracts:
 |
|  |

**Attachment K**

Material Collection Form (Required)

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Completed By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Completed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please list which materials you will accept under this agreement, any sorting requirements, market information, contamination notes, etc. We require markets for all materials collected. **If you plan to accept a material without a predetermined market for recycling, this must be disclosed on this form.** We will assume that all aluminum, plastic, glass, steel and paper are commingled unless otherwise noted. (Also see sections 2.06 and 3.04.)

**Aluminum**

|  |
| --- |
| “Aluminum" shall mean all containers consisting of primarily of aluminum metal, these are typically used beverage containers. Aluminum foil and serving ware (not heavily contaminated with food) may also be accepted.  |
| Please list other materials accepted and related requirements. |
| Please list contaminants or materials that are not accepted. |

**Glass**

|  |
| --- |
| **“**Glass" shall mean all empty bottles and jars made of clear, green, blue or brown glass. Expressly excluded from this definition are lead crystal, porcelain, ceramic products, mirrors, tempered or plate glass and light bulbs. |
| Do you accept glass bottles and jars containing borosilicate? Examples of this may include baby food jars and brown jugs used for non-hazardous lab liquids. |
| Please list other materials accepted and related requirements. |
| Please list contaminants or materials that are not accepted. |

**Attachment K (continued)**

**Plastic**

|  |
| --- |
| "Plastic” shall mean plastic bottles and rigid plastic containers. Plastic resin types include: polyethylene terephthalate (PET), commonly labeled #1; high density polyethylene (HDPE), commonly labeled #2; polyvinyl chloride (PVC), commonly labeled #3; low density polyethylene (LDPE), commonly labeled #4; polypropylene (PP), commonly labeled #5, polystyrene (PS), commonly labeled #6; or other plastic, commonly labeled #7. Plastic bottles are containers in which the neck is smaller than the base. Non-bottle rigid plastics may include containers and bulky rigid plastics. Containers may include special event cups, thermoform packaging, single use plastic cups and lids, trays clamshells, food tubs, pipette tip boxes, and other shaped plastic containers. Bulky rigid plastics (BRP may include carts, crates, buckets, drums, toys, and lawn furniture. For this purpose, plastic includes bottles #1-7 and rigid plastics #2, #4, & #5. If other plastic types are accepted, please list them here. Please note that we require markets for all materials collected. **If you plan to accept a material without a predetermined market for recycling, this must be disclosed on this form.** |
| Please describe/list the types of plastics you accept other than bottles #1-7 and rigids #2, 4, & 5.  |
| Please describe your sort and bale standards for rigid plastics (#3-7). |
| Please list contaminants or materials that are not accepted. |

**Attachment K (continued)**

**Steel**

|  |
| --- |
| “Steel" shall mean cans and containers consisting of primarily steel. Empty, non-hazardous aerosol and paint cans are included.  |
| Please list other materials accepted and related requirements. |
| Please list contaminants or materials that are not accepted. |

**Mixed Paper**

|  |
| --- |
| “Mixed Paper” means the collection of paper that includes a mixture of newspaper, magazines, phonebooks, white paper, office fiber, junk mail, paperboard, paper bags, and books (soft and hardback). Mixed paper may include small amounts of corrugated cardboard.  |
| Do you accept any of these items?* pizza boxes
* waxed cardboard
* waxed paper
 |
| Please list other materials accepted and related requirements. |
| Please list contaminants or materials that are not accepted. |

**Attachment L**

*(Sample Form—Will be handed out at site visit.)*

1. **For all non-U.S. Suppliers, please include your Business ID number, Tax ID number, and Country where incorporated.**  [↑](#footnote-ref-2)