



STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #: 66-24030 DH

Integrated Waste Management Services

Date of Issue: Tuesday, February 13, 2024

Proposal Due Date: Tuesday, March 5, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Debbie Hopkins

Senior Buyer

Email: dhopki16@charlotte.edu



UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Request for Proposal #

66-24030 DH

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

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

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

University of North Carolina at Charlotte

Refer **ALL** Inquiries regarding this RFP to:

Debbie Hopkins

Dhopki16@charlotte.edu

Request for Proposal #: 66-24030 DH

Proposals will be received until: Tuesday, March 5, 2024, at 2:00 PM ET

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

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

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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

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

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED.

Late proposals CANNOT and will NOT be accepted.

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

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 2024, as indicated on

The attached certification, by _____.

(Authorized Representative of UNC Charlotte)

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1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Charlotte was established in 1965 by the North Carolina General Assembly which transformed Charlotte College, with beginnings in 1946, into a campus of The University of North Carolina. It is organized into the following seven colleges: College of Arts & Architecture, College of Liberal Arts & Sciences, College of Business, College of Education, College of Engineering, College of Health and Human Services, and the College of Computing and Informatics. It offers a broad array of degree programs at the undergraduate, graduate, and doctoral levels and also in graduate certificate programs

Enrollment is approximately 30,000 with 19 percent of the students pursuing graduate degrees. The University is expected to experience continued growth for the foreseeable future.

UNC Charlotte is seeking an integrated waste management service provider for the main campus and satellite locations. The successful contractor will provide all labor, tools, equipment, materials, and services required to collect trash, bulk waste, and recyclable materials from campus and deliver said materials to the appropriate end locations for processing or disposal. The University set a goal of achieving a 60% landfill diversion rate by 2030. As a state institution, we are required to provide an annual report to the State detailing the amount of material landfilled and diverted from the landfill by the University. Additional details are located in the Scope of Work Section.

1.1 CONTRACT TERM

The Contract shall have an initial term of **five (5)** years, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to **two (2)** additional one-year terms. The University will give the Vendor written notice of its intent to exercise each option before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the University reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT

ATTENTION: NC E-Procurement does NOT apply to this solicitation and the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions does NOT apply.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If 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 of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions

or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.4 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	State	Tuesday, February 13, 2024
Urged and Cautioned Pre-Proposal Conference	State	Tuesday, February 20, 2024, at 1:00 PM ET
Submit Written Questions	Vendor	Thursday, February 22, 2024, by 12:00 PM ET
Provide Response to Questions	State	Friday, February 23, 2024, by 4:00 PM ET
Submit Proposals	Vendor	Tuesday, March 5, 2024, by 2:00 PM ET
Contract Award	State	March 29, 2024
Contract Effective Date	Both	July 1, 2024

2.5 URGED & CAUTIONED PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date: Tuesday, February 20, 2024
 Time: 1:00 PM Eastern Time
 Location: 9151 Poplar Lane
 Room Number 119
 Charlotte, NC 28223
 Contact #: 704-687-7322 or 704-647-2184

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. A campus map is available at <https://facilities.charlotte.edu/our-services/maps/printable-campus-maps> and Vendors are strongly encouraged to arrive early because parking on campus is difficult to obtain. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

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

Vendors are encouraged to visit the campus and view the areas themselves based on the map and locations included.

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to dhopki16@uncc.edu by the date and time specified above. Vendors should enter "RFP # 66-24030DH: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the University's response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received via the eVP as described in this RFP by the specified time and date of opening. The date and time of receipt will be electronically time stamped by the system when received. Any proposal or portion thereof received or attempted to be submitted after the proposal submission deadline will be rejected.

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

Attempts to submit a proposal via mail, courier, facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.

This will be a One-Step proposal process:

Vendor's proposal may contain both the Technical and Financial Proposal (ATTACHMENT A) submitted for evaluation in a single file.

2.8 PROPOSAL CONTENTS

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

Vendor RFP responses shall include the following items and attachments:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments; and (iv) contact information for Vendor's representative responsible for this RFP.
- b) Completed and signed version of all EXECUTION PAGES, and completed version of any pages requiring vendor input.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: FINANCIAL PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Answer all questions to Vendors (Section 4.10).
- k) Sample copy of invoice and weight data.
- l) Plan to replace equipment (Section 4.10).
- m) Suggestions or recommendations for changes to the current processes and containers, etc.

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #66-24030 DH [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

While the intent of this RFP is to award a Contract to a single Vendor, the University reserves the right to make separate awards to different Vendors for one or more portions, to not award one or more portions 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 University reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and 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.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be accessed via the eVP and all offers (except those that have been previously withdrawn, or voided bids) will be noted. Since negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be noted at the time of opening. Interested parties are cautioned that proposals and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's final position.

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

Upon completion of the evaluation process, the University will make award(s) based on the evaluation and post the award(s) to the eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor 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.

The University reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the University.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the University:

Alignment with University Goals & Standards	40%
- Section 4.10 Questions to Vendor	
Route Efficiencies & Equipment	20%
- Section 4.10 Questions to Vendor	
- Plan to replace equipment (in Questions)	
Experience and Financial Status	10%
- Section 4.5 Vendor Experience	
- Section 4.6 References	
- Section 4.8 Personnel	
- Section 4.10 Questions to Vendor	
Financial Proposal (Section 4.1)	30%
- Section 4.1 Attachment A	

The University will determine low cost by normalizing the scores as follows:

The proposal with the lowest annual service cost that meets the needs of the University will receive a score of **30**. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$\frac{\text{Financial Proposal Points Available (30)}}{\text{the cost of the lowest cost proposal}} \times \frac{\text{the cost of the cost proposal being evaluated}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the University will take into consideration the degree to which Vendors 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 Vendor 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.

4.0 REQUIREMENTS

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

4.1 FINANCIAL PROPOSAL

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

Attachment A **must** be completed and submitted. The vendor **must** also submit a listing of initial equipment and service level descriptions and a plan to service the University that meets the requirements in the Scope of Work included in the annual price listed. The University also requests additional pricing for equipment for future use and potential changes to the contract.

4.2 INVOICES

Invoices shall include detailed information to allow University to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Purchase Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure. Each invoice must have a separate line for each container on campus. Each container must have a list of the services and costs associated with that container (tipping fees, service fees, hauling fees, rental, etc.)

Proposals must include sample copy of invoice and weight data.

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the University. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

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

4.7 BACKGROUND CHECKS

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

4.7.1 GENERAL INFORMATION

It is the policy of the University to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.7.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor 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;
- d) Any **regulatory investigations** pending against Vendor 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 Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor 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 Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.7.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
 - 1. Original unaltered criminal background check from the organization providing the background check.
 - 2. The background check provider's company name, company mailing address, and contact phone numbers.
 - 3. The full name of the individual, which matches the government issued photo ID.
 - 4. The current address of individual being checked.
 - 5. The date the criminal background check search was conducted.

4.7.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

☐ YES ☐ NO

4.8 PERSONNEL

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

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

4.9 VENDOR'S REPRESENTATIONS

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

4.10 QUESTIONS TO VENDORS

Vendor shall respond to each of the questions at the link listed below. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

All questions can be located on Google Drive at the Link: https://drive.google.com/drive/folders/1hDZ_9ruzOB20-F8MTtEOnQUI31W7uGAp?usp=sharing

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

4.12 RESERVED

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

This RFP is divided into four (4) separate proposal opportunities. Respondents may submit responses to any number of section(s). Please note that each section will be awarded separately, and you should offer a proposal on each section as if that were the only portion of the contract you would receive. The University may choose to award multiple sections to the same contractor, all sections to different contractors, or may choose not to award any or all sections.

5.2 SPECIFICATIONS

The specific items and any specifications that the University is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

1. UNC Charlotte is seeking a contract for Integrated Waste Management Services for the main campus and satellite locations.
2. The successful contractor will provide all labor, tools, equipment and materials, and services required to collect trash, bulk waste, and recyclable materials from campus and deliver said materials to the appropriate end location for processing or disposal.
3. Successful contractor will also assist with measurement of the progress of these goals.

For this RFP, please note that we want a partner who will work collaboratively with us to make our collection sites more efficient, and ensure that we have the correct dumpsters/collection containers in the right places. All respondents must answer the question section of this RFP.

4. Vendors must provide an annual cost to service the entire campus as listed in the attached documents and lists for this service. We also request the pricing for specific bins, tips, etc. in case we need to add, change or remove something.

Please note that over the duration of this contract, additional materials and containers may be required. These services will be expected to be provided at the same costs listed in the proposal unless contractor demonstrates hardship.

Additional Information for vendors:

- EXHIBIT A: Current Equipment Locations
- EXHIBIT B: Time Restrictions
- EXHIBIT C: Materials Currently Hauled by Waste Hauler
- EXHIBIT D: Materials Collected for Recycling on Campus but not Currently Included in the Hauling Contract
- EXHIBIT E: Bin List 2023
- EXHIBIT F: Front Load Locations
- EXHIBIT G: Compactor Locations
- EXHIBIT H: Yearly Weights of Collected Materials

5.3 TASKS/DELIVERABLES

The University has set a goal of achieving a 60% landfill diversion rate by 2030. As a state institution, we are required to provide an annual report to the State detailing the amount of material landfilled and diverted from the landfill by the University. We also have other sustainability reports that the University voluntarily provides information for. We seek a partner that will help us:

- Increase the percentage of material diverted from landfill disposal.
- Find outlets for materials.
- Optimize equipment and routes.

For this RFP, please note that we want a partner who will work collaboratively with us to make our collection sites more efficient and ensure that we have the correct dumpsters/collection containers in the right places. Please see below for the four (4) separate sections for proposal opportunities:

5.3.1 Front Load Dumpsters – Trash collection (Rental and Service)

- Provide front load dumpsters and collection service for the university for trash collection. A current list of front load dumpsters is attached. **Over the course of the contract, the number of service locations (bins) on campus and the frequency of service will vary in response to use.**
- Ability to provide additional dumpsters and service to meet short-term needs on campus like events, construction, or natural disasters. These events may require weekend pickups or multiple daily pickups.
- Within 6 months of the contract start, all equipment must be new or like new in appearance and performance. This includes exterior paint color approved by University representatives, no holes, no exterior rust, and hydraulic systems comparable in performance to the specifications of a new unit.
- Decal or stencil material designations ("Trash") on all bins with text a minimum of 12" high; lighter and contrasting color with dumpster paint color.
- Provide service to campus according to an agreed-upon schedule, subject to periodic (monthly to quarterly) revision based on seasonal needs, new buildings, and campus projects.
- Provide a plan and schedule for Preventative Maintenance (PM) on dumpsters and vertical compactors (VIP).
- Allow a University representative to ride along with drivers, as needed, to visually inspect waste collections.
- Provide weight reports within 3 business days of hauling. Weight reports will include material weight at the point of delivery. Within 12 months of contract start, weight reports will also include weight estimates for materials collected from each individual dumpster (based on technology for detecting weight, volume, or other parameters) for the contents of each individual dumpster at the time of collection.
- Provide monthly invoices showing each location serviced on each service date as a separate line item, by the 7th of the following month.

Notes and additional information:

- A list of sizes and service frequency is provided. While current sizes differ in some locations, the attached list gives the sizes that are preferred under the new contract. 8-yd dumpsters are preferred in all locations unless there is a size constraint.

4	4-yd dumpsters (includes warehouse dumpster off campus)
8	6-yd dumpsters
32	8-yd dumpsters
4	8-yd VIP units
25	4/6-yd dumpsters on casters (residence hall dumpsters listed below)

- 10 locations have trash chutes that require dumpsters on casters that can be moved from under the trash chute to the pickup location. The building doorway and interior measurements may only allow a 4-yard dumpster width (currently we use 4-yd dumpsters that have been built up an additional foot on each side):

Scott Hall	3 dumpsters	67" wide
Holshouser	2 dumpsters	72" wide
Sanford	2 dumpsters	94" wide
Martin Hall West	2 dumpsters	74" wide
Martin Hall East	2 dumpsters	74" wide
Laurel Hall	3 dumpsters	62" wide
Oak Hall	2 dumpsters	82" wide

Belk Hall	3 dumpsters	Exterior – no space limit
Hunt Hall	3 dumpsters	59" wide (space under trash chute)
Levine Hall	3 dumpsters	107" wide

- UNC Charlotte currently has one location off the main campus.

Library Warehouse	1040 Derita Road, Concord	1x/week	M	4 Yd
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5.3.2 Front Load Dumpsters – Recycling Collection (Rental and Service)

- Provide front load dumpsters and collection service for the university for recycling collection (mainly cardboard, but there is a single stream front load container). A current list of front load recycling dumpsters is attached. **Over the course of the contract, the number of service locations (bins) on campus and the frequency of service will vary in response to use.**
- Ability to provide additional dumpsters and service to meet short-term needs on campus like events, construction, or natural disasters. These events may require weekend pickups or multiple daily pickups.
- Cardboard collection bins must have a slot for cardboard. For any cardboard dumpsters that have side doors, we must have the option to lock or seal those doors.
- Within 6 months of the contract start, all equipment must be new or like new in appearance and performance. This includes exterior paint color approved by University representatives, no holes, no exterior rust, and hydraulic systems comparable in performance to the specifications of a new unit.
- Decal or stencil material designations ("Cardboard" or "Recycling") on all bins with text a minimum of 12" high; lighter and contrasting color with dumpster paint color.
- Provide service to campus according to an agreed-upon schedule, subject to periodic (monthly to quarterly) revision based on seasonal needs, new buildings, and campus projects.
- Provide a plan and schedule for Preventative Maintenance (PM) on dumpsters.
- Delivery locations/vendors must be approved by the University. The University may specify a delivery location/vendor (e.g. to conform with state contracting requirements and/or to receive compensation for materials).
- Allow a University representative to ride along with drivers, as needed, to visually inspect waste collections.
- Provide weight reports within 3 business days of hauling. Weight reports will include material weight at the point of delivery. Within 12 months of contract start, weight reports will also include weight estimates (based on technology for detecting weight, volume, or other parameters) for the contents of each individual dumpster at the time of collection.
- Provide monthly invoices showing each location serviced on each service date as a separate line item, by the 7th of the following month.

Notes and additional information:

- A list of sizes and service frequency is provided. 8-yd dumpsters are preferred in all locations unless there is a size constraint.
- Cardboard Dumpster counts on Main Campus:

29	8-yd cardboard dumpsters with cardboard slot in front
2	8-yd cardboard dumpsters with rear load slot

- UNC Charlotte currently has one location off the main campus.

Library Warehouse	1040 Derita Road, Concord	1x/week	M	4 Yd
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Section 5.3.3 Roll Off Units and Compactors (Rental and Service)

- Provide roll off units, self-contained compactor units, and hauling service for UNC Charlotte (currently the main campus at 9201 University City Blvd. and the building at 320 E. Ninth Street). A current list of permanent equipment is attached, but additional roll off units will be needed for events, projects, and construction on campus. **Over the course of the contract, the number of service locations (bins) on campus and the frequency of service will vary in response to use. For projects and events, bins will be requested for short-term (days) to long-term (years) of temporary service on campus.**
- Within 6 months of the contract start, all permanent equipment must be new or like new in appearance and performance. This includes exterior paint (dark green or black), no holes, no exterior rust, and hydraulic systems comparable in performance to the specifications of a new unit.
- Provide decal or stencil material designations ("Trash", "C&D", "Yard Waste" or "Recycling") on all permanent equipment with text a minimum of 12" high; lighter and contrasting color with dumpster paint color.
- Provide service to campus according to an agreed-upon schedule for designated permanent equipment. Schedules will be subject to periodic (monthly to quarterly) revision based on seasonal needs, new buildings, and campus projects. For containers that are not scheduled for regular service, service will be provided within one (1) business day of the call-in request.
- Ability to provide additional roll off units and service to meet short-term needs on campus like events, construction, or natural disasters. These events may require weekend pickups or multiple daily pickups.
- Provide a plan and schedule for Preventative Maintenance (PM) on roll-off units and compactors.
- The University may specify a delivery location/vendor (e.g. to conform with state contracting requirements and/or to receive compensation for materials). Delivery locations/vendors must be approved by the University.
- Allow a University representative to ride along with drivers, as needed, to visually inspect waste collections.
- Provide weight reports within 3 business days of hauling. Weight reports will identify the individual unit/location collected and provide the material weight at the point of delivery.
- Provide monthly invoices showing each unit/location serviced on each service date as a separate line item, by the 7th of the following month.

Notes and additional information:

- A list of sizes and service frequency of permanent roll off units and compactors is provided.
- Two of the compactors are chute-fed and the doghouse will need to be customized to accommodate the chute.
- Permanent trash dumpster counts:

4	30-yd open top roll offs for bulky waste
1	10-yd open top roll off for bulky waste
4	30-yd self-contained compactor units
2	30-yd self-contained compactor units with cart tipplers
1	25-yd self-contained compactor unit

- Permanent recycling dumpster counts:

4	30-yd enclosed recycling roll offs with slant top for mixed containers
1	30-yd open top roll off for yard waste
1	30-yd self-contained compactor for single-stream recycling
1	30-yd self-contained compactor with cart tipper for paper recycling

- We have had up to 20 additional temporary roll off units on campus at a time. In addition to construction and renovation projects, which can occur at any time of the year, the University consistently needs roll off containers for the following scheduled events:
 - Football (roll offs stay on campus from mid-August – December)
 - Move-in (2-3 week period in mid-August)
 - Move-out (2-3 week period in mid-May)

5.3.4. Curbside Collection – Recycling and Trash (Bin Rental and Service)

- Provide service for mixed recycling and for trash in 96-gallon rolling carts at designated locations. Containers may be provided by contractor or by University (pricing for both scenarios is being requested).
- Provide service to campus according to an agreed-upon schedule, subject to periodic (monthly) revision based on seasonal needs and new buildings.
- Provide estimated weights (based on technology for detecting weight, volume, or other parameters) for both recycling and trash on the route at the time of collection.
- Provide a process for reporting and replacing damaged roll carts.
- For recycling materials, the delivery locations/vendors must be approved by the University. The University may specify a delivery location/vendor (e.g. to conform with state contracting requirements and/or to receive compensation for materials).
- Allow a University representative to ride along with drivers, as needed, to visually inspect waste collections.
- Provide weight reports within 3 business days of hauling. Weight reports will include material weight at the point of delivery.
- Provide monthly invoices showing each location serviced on each service date as a separate line item, by the 7th of the following month.

Notes and additional information:

- Recycling collection is single-stream (includes glass) and performed 1x/week.
- Trash collection may be 2 or 3x/week (depending on time of year).
- Currently only one area on campus, but additional locations could be added to the route in the future. For additional locations, the University would provide a written request for cost based on the number of carts and service levels needed.
- Provide two quotes for each service level below - one price for service if all roll carts are rented from the hauler, and a separate price if the University owns the roll carts and hauler only empties carts.

28 96-gallon “Recycling” roll carts: 1x/week pickup
28 96-gallon “Trash” roll carts: 2x/week pickup
28 96-gallon “Trash” roll carts: 3x/week pickup

5.4 PROJECT ORGANIZATION

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

5.5 TECHNICAL APPROACH

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

5.6 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

6.5 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the University, at the option of the University, for up to **six (6)** months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the University or its designees. If the University exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The University shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

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

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

6.8 CONTRACT CHANGES

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

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

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

ATTACHMENT A: FINANCIAL PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found on the Google drive in an Excel spreadsheet for ease of completion and size. Link: https://drive.google.com/drive/folders/1hDZ_9ruzOB20-F8MTtEOnQUI31W7uGAp?usp=sharing

NOTE: All information listed on the Google drive can be accessed with the same link.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

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

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

EXHIBIT A: Current Equipment Locations

Main Campus	9201 University City Blvd. Charlotte, NC 28223
Library Warehouse	1040 Derita Road Concord, NC 28027
Dubois Center (Uptown Campus)	320 E 9th St. Charlotte, NC 28202

EXHIBIT B: Time Restrictions

Cardboard is typically needed 3x/week for the majority of campus. The cardboard bin currently located at Prospector is scheduled 5x/week during the academic year.

Trash collection is currently required anywhere from 1x - 5x/week depending on the building usage (residence halls, some dining areas, and some classroom buildings must be emptied daily). Contractor is encouraged to complete trash collections as early as possible to minimize the need to be on campus with students.

The interior of campus can be completed at any time, but residence halls should be serviced after 7:00 am. In addition, there are a few locations in gated areas that cannot be accessed until certain times.

SAC (trash) - after 8:00 am (behind a rollup door)

Track (trash) - after 6:30 am (Grounds Department can open)

Football (trash & cardboard) - after 7:00 am (gated area)

Receiving & Stores / FOPS (trash & cardboard plus a roll-off container) - gate opens at 7:00 am

FM Compound (roll-off containers) - gate opens at 6:00 am

EXHIBIT C: Materials Currently Hauled by Waste Hauler

Material Stream	Collection Method
Cardboard	Cardboard is currently collected as a separate waste stream. Cardboard is placed in front-load dumpsters around campus, which are emptied by the hauler and taken to a recycling facility. The University receives money directly from the paper recycler.
Co-mingled Containers	Plastic bottles, glass bottles, aluminum cans, and steel cans are collected together and emptied into recycling rolloffs on campus. These are currently hauled to the County MRF due to the glass. While we are open to ideas on this program, we do not currently have the ability to separate glass from this waste stream. We do not receive revenue; however, we also are not currently charged if we haul our materials to Charlotte Recycling (FCR).
Paper	Mixed paper (printer paper, magazines, boxboard, etc.) is collected and emptied into a recycling rolloff on campus. The University receives money directly from the paper recycler.
Yard Waste	Yard waste from grounds maintenance is collected in an open top rolloff, which is taken to Compost Central or another recycling facility. We pay the tipping fee for yard waste through the hauler.
Construction/Demolition Waste	Material from campus projects is placed into an open top rolloff and hauled to the landfill. We pay the tipping fee for C&D materials through the hauler.

MSW	Landfill materials are placed into front-load dumpsters, compactors, and open top rollofs, which are then hauled to the landfill. We pay the tipping fee for MSW through the hauler.
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EXHIBIT D: Materials Collected for Recycling not Currently Included in Hauling Contract (On Campus)

Additional materials currently being collected for recycling. The University currently has outlets for these materials, however we are interested in alternate end markets:

Material Stream	Collection Method
Wooden Pallets	We have a vendor that picks up natural pallets and refurbishes them. Colored pallets are hauled to CHEP by University staff.
Shredded Paper	Baled onsite and hauled to a recycling facility by University staff.
Other Plastics	Plastic film, polypropylene, and bulky plastics are collected, palletized, and recycled through a third party.
Textiles	Old uniforms are collected and recycled through a third party.
Compost	Pre- and post-consumer food waste is collected in 64-gallon totes and picked up by a third party.

We currently are under a State contract, and are unable to change our haulers and disposal methods for the following materials. Should State requirements change, these materials could potentially be included in this contract:

- Scrap metal
- Electronics
- Fluorescent lamps
- Lead-acid batteries
- Motor oil / filters

EXHIBIT E: Bin List 2023

This is located on the Google Drive. Link: https://drive.google.com/drive/folders/1hDZ_9ruzOB20-F8MTtEOnQUI31W7uGAp?usp=sharing

EXHIBIT F: Front Load Locations

This is located on the Google Drive. Link: https://drive.google.com/drive/folders/1hDZ_9ruzOB20-F8MTtEOnQUI31W7uGAp?usp=sharing

EXHIBIT G: Compactor Locations

This is located on the Google Drive. Link: https://drive.google.com/drive/folders/1hDZ_9ruzOB20-F8MTtEOnQUI31W7uGAp?usp=sharing

EXHIBIT H: Yearly Weights of Collected Materials

This is located on the Google Drive. Link: https://drive.google.com/drive/folders/1hDZ_9ruzOB20-F8MTtEOnQUI31W7uGAp?usp=sharing