

**ISSUE DATE: 25 MARCH 1999**

**REQUEST FOR PROPOSAL (RFP)  
PROPOSAL NUMBER: RFP B649812**

---

**ISSUING AGENCY:** UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL  
MATERIALS SUPPORT DEPARTMENT/PURCHASING DIVISION  
440 WEST FRANKLIN STREET  
CHAPEL HILL, NORTH CAROLINA 27599  
ATTENTION: Mr Mark Sillman  
(919) 962-9463

---

**REQUEST FOR PROPOSAL**

---

**TITLE:** REFUSE REMOVAL SERVICE CONTRACT  
FOR THE UNIVERSITY OF NORTH CAROLINA AT  
CHAPEL HILL

**USING AGENCY:** UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL  
FACILITIES SERVICES DIVISION  
CHAPEL HILL, NORTH CAROLINA 27599-1610

---

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

Sealed technical and cost proposals will be received until **3:00 p.m.** on **21 April 1999** for furnishing services described herein at the address indicated above as Issuing Agency. Proposals not received by **3:00 p.m.** on **21 April 1999** shall not be considered. No details of proposals will be divulged at the time of opening.

A Pre-proposal Conference and site visit will be conducted at **9:00 a.m.** on **7 April 1999**. The assembly point will be, the University of North Carolina at Chapel Hill, Giles F Horney Building, Conf Room A, Chapel Hill, North Carolina.

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

Pursuant to G.S. 143-48 and Executive Order No. 77, the state invites and encourages participation in this procurement by small, minority, physically handicapped and women contractors.

**ARTICLE I**

**GENERAL PROVISIONS**

**Section 1.01 PURPOSE**

This Request for Proposal (RFP) is being issued to obtain a contract to provide the necessary labor, supervision, fork front loading and roll off service vehicle(s) for the collection of refuse for the University of North Carolina at Chapel Hill, to provide for the disposal of animal carcasses, and, if necessary, to provide the labor and supervision for the cleaning, painting, repairs and bottom replacement of containers.

**Section 1.02 CURRENT LEVEL OF SERVICE**

A. The current level of service for **fork front loading service vehicles** is as follows:

<b><u>Container Size</u></b>	<b><u>Number of Containers</u></b>	<b><u>Total Number of Pick-Ups in a Week</u></b>
2 yards	2	1
4 yards	51	126
6 yards	52	221
8 yards	23	94

<b><u>Compactor Size</u></b>	<b><u>Number of Compactors</u></b>	<b><u>Total Number of Pick-Ups in a Week</u></b>
6 yards	3	12
8 yards	15	97

B. The current level of service for **roll-off service vehicles** is as follows:

<b><u>Compactor Size</u></b>	<b><u>Number of Compactors</u></b>	<b><u>Total Number of Pick-Ups in a Week</u></b>
15 cubic yard compactor	2	1
32 cubic yard compactor	1	3
32 cubic yard compactor	1	2
32 cubic yard open top container	4	1

**Section 1.03 RESPONSIBILITIES OF THE UNIVERSITY**

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

- A. The University shall provide the refuse front loading and roll-off type containers for the Contractor’s personnel to use.
- B. The University shall provide to the Contractor a “Container Inventory” (**Attachment “A”**) which shall be used to plan the required pick-up of refuse.

**ARTICLE II  
DEFINITIONS**

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

**Section 2.01 CONTRACTOR:** "Contractor" shall mean the contractor that will provide the refuse removal services for the "University".

**Section 2.02 TERM:** "Term" shall refer to the length of time the contract will be valid, including the two, one year extension(s) if the University elects to extend the agreement subject to the conditions and provisions of this agreement.

**Section 2.03 UNIVERSITY:** "University" shall mean, The University of North Carolina at Chapel Hill for its Facilities Services Division.

### **ARTICLE III DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

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

#### **GENERAL**

**Section 3.01** The Contractor shall possess the necessary equipment and personnel to provide for each day's regularly scheduled pick-up of refuse from the containers as listed in Appendix A, and transport to the disposal site which is the Orange County Landfill. Only the fees for refuse collected from the University under this contract will be paid by the University. All other refuse collected not associated with Appendix A will be subject to disposal fees as determined by the County and will be paid by those responsible for the refuse. The service shall include all regularly scheduled pick-ups varying from once a week to twice a day, Monday through Saturday as listed in Appendix A. Sunday pick-ups shall be prearranged and scheduled on an as required basis.

**Section 3.02** The Contractor shall furnish adequate supervision and training of personnel to insure the quality of service is in accordance with the best-recognized industry practices. Supervision shall include training of personnel, providing and maintaining schedules, providing expedient repair work well within industry standards and showing new personnel the pick-up routes and container locations. When the Contractor has a turnover in personnel involved with this RFP, (especially the driver(s) of front loading vehicles), 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.

**Section 3.03** The Contractor's employees shall be of high integrity and character. Any of the Contractor's supervisors or employees whose behavior or language is offensive, harassing or intimidating to any employee or student of the University shall be asked to leave the University premises immediately and shall be restricted from working further on University premises. Verbal requests to leave the University premises shall be followed by written requests provided to the Contractor's supervisor by the close of the following business day.

**Section 3.04** The Contractor shall report any destruction, loss of or damage to any University property within 24 hours of the loss or damage. The report shall be provided to the Contract Administrator in writing and shall specify the type, location and extent of the loss or damage. Failure to report any destruction, loss or damage may be construed as default of the contract and, if so determined, will be handled in accordance with **Section 4.04**.

**Section 3.05** The Contractor's supervisors and employees shall not engage in idle conversation or other unnecessary conversation, or otherwise cause disruptions to employees of the University or other visitors and users of the facilities.

**Section 3.06** The Contractor's employees shall wear appropriate identification badges, name tags or uniforms at all times while on the premises of the University.

**Section 3.07** The Contractor shall be available for inspection of services by the University at any time.

- A. Every ninety (90) days, the Contractor shall make itself available for a conference. The University may request a written monthly performance report.
- B. Every thirty (30) days the Contractor's supervisory personnel shall schedule a meeting with the Contract Administrator. The past month's work performance and any work-related problems shall be reviewed.
- C. The Contractor's supervisory personnel shall be available as needed by the University.

**Section 3.08** The Contractor shall be required to maintain its equipment in a clean and sanitary condition, as determined by the Contract Administrator and in compliance with all local, county, state, and federal regulations.

### **REFUSE REMOVAL**

**Section 3.09** The Contractor shall commence refuse pick-up on campus at 4:00 a.m. daily. The container size and weekly pick-up as shown in Appendix A are for maximum volume only. The maximum volume of refuse normally occurs from the middle of August through the middle of May. Higher pick-up rates than those shown in Appendix A are required at the start of the school's fall semester and at the end of the school year. The Contract Administrator may revise the container inventory and pick-up schedule to meet the requirements of the University. The Contractor shall be required to perform in accordance with the most current revision of the container inventory and pick-up schedule. The Contractor shall execute any changes within 24 hours after receipt of the current revision.

**Section 3.10** The Contractor shall provide fork front loading service vehicle(s) that have a completely enclosed body, for the pick-up compaction and transportation of the collected material. The body shall be equipped with an approved compaction system and so designed that there will be no spillage of any refuse during loading or transporting. The capacity of the service vehicle(s) shall be sufficient to serve the area within the times required, yet the entire unit must be able to approach each pick-up point and negotiate all roads and streets without exceeding the design load of the vehicle, the various pavements and structures. The Contractor's trucks shall be equipped with 2-way communications. An operable cellular telephone shall be in the fork front loading service vehicle that runs every day.

**Section 3.11** The Contractor shall provide roll-off service vehicle(s) adequately equipped including the proper body length to pick up, empty, return and reinstall 32 cubic yard compactor containers. All 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 cover the container and clean up any spillage during loading, and hauling of the container. A back up roll-off truck shall be available as needed. The roll-off vehicle(s) shall be licensed to and capable of hauling a minimum of 50,000 lbs. The hoist shall be cable type with a minimum of 50,000 lbs.

**Section 3.12** The Contractor shall be responsible for instructing its personnel that under no circumstances may they remove any articles from dumpsters and or compactors for personal use while in the process of removing refuse from the University.

**Section 3.13** The Contractor shall be responsible for removing all refuse spillage which may occur while performing the required services. If the Contractor fails to remove excess refuse under these conditions, the University may have this refuse removed and may withhold payment for the cost from the Contractor's invoice. The cost of said removal shall include, but not be limited to, labor, materials, sub-contracted work and overhead or any other expenses incurred.

**Section 3.14** The Contractor shall be responsible for following the pick-up schedule immediately after commencement of the contract. The Contract Administrator shall determine the priority of the work schedule and any proposed changes to the schedule shall require written approval from the Contract Administrator.

**Section 3.15** The Contractor shall be responsible for making sure that if a vehicle should break down, a back-up vehicle shall be available to respond within one (1) hour. The Contract Administrator shall be notified of any delay longer than one (1) hour.

**Section 3.16** The Contractor shall insure that the Contractor's driver(s) shall contact the Contract Administrator daily to receive complaints or requests for special pick-ups. The University may submit to the Contractor's driver(s) a daily summary of complaints and special requests.

**Section 3.17** The Contractor shall be responsible for making all pick-ups as scheduled, and for removing all refuse which has been placed beside the containers or scattered about the containers. When the Contractor misses a scheduled pick-up and the container requires refuse removal, the Contractor shall respond to a callback within one (1) hour. If cars, trucks, etc. block the container, it is the Contractor's responsibility to contact the Contract Administrator for assistance in gaining access to the container. The Contract Administrator shall be notified by 6:00 a.m. of any delay in the pick-up schedule and arrangements shall be made where possible to hold all excess refuse in the buildings until the pick-up can be made.

**Section 3.18** The Contractor shall be responsible for obtaining any and all required State, County or City license(s) and providing copies of license to the Contract Administrator prior to the award of any contract.

### **CLEANING, PAINTING, REPAIRS AND BOTTOM REPLACEMENT**

**Section 3.19** The Contractor shall furnish all labor, materials, including metal, couplings, welding rods, and plugs, tools equipment, and all transportation for the cleaning, sanding, painting, repairs and bottom replacement of containers. The University shall furnish the primer and paint. It is anticipated that there will be about 150 containers to be cleaned and painted, and about 20 containers requiring bottom replacement. There shall be no guarantee of any given number of containers in any category.

**Section 3.20** The Contractor shall perform all cleaning, sanding, painting, repairs, and bottom replacement off campus. The University shall provide the replacement container to be used while the other container is being cleaned, painted or repaired. The Contractor shall provide any facilities required to complete the work. The Contractor shall not subcontract the work.

**Section 3.21** The Contractor shall pick-up and empty, if required, the container from its location and replace it with a temporary container of equal or larger size, provided by the University, to maintain uninterrupted service. There shall be 8 yard, 6 yard, and 4 yard containers and one 8 yard compactor container available. The Contractor must furnish all necessary transportation and equipment to accomplish the necessary work. Upon the return of the reconditioned container, the replacement container shall be removed and emptied before relocating.

**Section 3.22** The Contractor shall provide metal for the replacement bottoms on the containers that are at least six (6) inches high on all sides and shall be a minimum of 10 gauge flex steel. A drain and 1 1/2" plug shall be installed on the side near the rear of the container. All welds shall be continuous. "V" or container voids shall be filled where connected to bottom flange to prevent water from entering container. The bottom or side flange shall not be pieced. The welds shall be on corners unless otherwise approved in writing by the Contract Administrator. The welds shall be even and smooth.

**Section 3.23** The Contractor shall complete all repair work to the containers within thirty (30) days from the time the need for repair work is reported to the Contractor.

**Section 3.24** The Contractor shall insure that all containers to be repaired are thoroughly cleaned inside and outside and allowed to dry. All loose paint and rusted areas shall be thoroughly sanded. Property numbers and Facilities Services numbers shall be protected at all times. The insides of containers and the bottoms of lids shall be completely primed. The bottom outside of the container shall be completely primed. The remainder of the outside of the container shall be spot primed as needed. Any new metal shall be completely primed. The primer shall have an eight (8) hour drying time before a finish coat is applied. The outside of the container including the underside of lids and bottom shall be completely painted with a finish coat. The paint shall be allowed eight (8) hours to dry before relocating the container. All work shall be executed in accordance with the best-recognized practices. Primer and paint shall be evenly applied and free from runs. The painting shall not be done in damp or foggy weather. All slag from welding shall be removed before painting.

**Section 3.25** The Contractor shall have the Contract Administrator inspect all cleanings, bottom replacements, and painting after completion of work. If any additional repairs on bottoms are needed, or if any dirt or grease has been painted over, the Contractor shall correct the problem and repaint, if necessary, at no additional cost to the University. The Contract Administrator shall be the final judge of the acceptability of the work.

**Section 3.26** The Contractor's personnel shall report to the Contract Administrator immediately any other needed repairs to containers, road surfaces, pads, or container stops as they see the problems arise.

**Section 3.27** The Contractor's workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved and as stipulated in written standards of recognized organizations or institutions of the respective trades except as further qualified by these specifications.

### **DISPOSAL OF ANIMAL CARCASSES**

**Section 3.28** The Contractor shall furnish all labor, materials, and equipment to pick-up and transfer to the Orange County Landfill, animal carcasses. Pick-up shall be made each Tuesday and Friday at 10:00 a.m. at the Animal Quarters Loading Dock of Berryhill Hall. All carcasses will be in lined 18" X 18" X 24" boxes. The approximate weight of each load will be 500 lbs. These pick-ups cannot be made with any other type of refuse. Each load must be covered appropriately prior to transportation to the Orange County Landfill. The Contractor shall assume total liability resulting from the mishandling or inappropriate disposal of these carcasses.

## **ARTICLE IV TERMS AND CONDITIONS**

### **Section 4.01 TERM**

The term of this agreement shall be binding for both parties for a one-year period beginning on the date of contract award. The University shall have the option of extending the contract for two (2) additional one-year terms. The total term of this contract shall not exceed three (3) years. The University shall give the Contractor written notice of its intent to renew no less than 90 days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. Contractor shall respond within 30 days of this notice with any exceptions to changes to the original contract terms. If there are no exceptions taken, the Contractor shall sign the renewal notice and send it back to the University. As part of the renewal process, the costs payable to the Contractor for services rendered subsequent to the first year of this contract, and annually thereafter, may be adjusted upon application by the Contractor to the Contract Administrator sixty (60) days prior to July 1st to reflect the increase or decrease in the National Cost of Living index as published by the U. S. Bureau of Labor Statistics or by the Index of "Wholesale Commodity Prices for Metals and Metal Products" published by the U.S. Bureau of Labor Statistics. If the amount of the increase is more than 10% (ten percent) the University reserves the right not to renew the contract. If this agreement is not renewed, said agreement shall terminate.

### **Section 4.02 PAYMENT**

- A. For the refuse pick-up, the Contractor shall invoice the University each month one-twelfth (1/12) of the annual gross fee minus any deductions allowed under the contract. The Contract Administrator shall approve invoices.
- B. For the cleaning, bottom replacement, and painting of refuse containers, the Contractor shall submit invoices each month along with Copy 2 of the University's service Contractor's daily report ticket, Form 2699. The Contract Administrator shall approve invoices.

### **Section 4.03 REGULATIONS**

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

### **Section 4.04 DEFAULT**

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

### **Section 4.05 TERMINATION**

The University may terminate this contract without penalty for any reason upon thirty (30) days written notice to the Contractor.

#### **Section 4.06 INDEMNIFICATION AGREEMENT**

The Contractor shall indemnify the University against any and all liability, claims, and costs of whatsoever kind and nature, of injury to or death of any persons, for loss or damage to any property in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance or work in connection with this agreement resulting in whole, or in part from the acts or omissions of the Contractor, or any employee, agent, or representative of the Contractor, and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights or copyright rights and shall save the University from loss on account thereof

#### **Section 4.07 BANKRUPTCY**

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

#### **Section 4.08 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

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

#### **Section 4.09 CONTRACT ADMINISTRATOR**

After award, the Contract Administrator and liaison for this contract will be Mr. Billy McCoy.

#### **Section 4.10 CONTRACT DOCUMENT**

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

- a. The Contractor's Technical and Cost proposals
- b. This Request For Proposal
- c. Any written amendments to the contract.
- d. Purchase Order

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

#### **Section 4.11 APPROPRIATIONS**

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

#### **Section 4.12 INDEPENDENT CONTRACTOR**

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

#### **Section 4.13 ACCESS TO PERSONS AND RECORDS**

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the University in accordance with General Statute 147-64.7.

#### **Section 4.14 ASSIGNMENT**

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

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

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

#### **Section 4.15 PROTEST PROCEDURES**

A party wanting to protest a contract awarded pursuant to this solicitation must submit a written request to the University Purchasing Director, University of North Carolina at Chapel Hill, 440 West Franklin Street, CB 1100, Chapel Hill NC 27599-1100. This request must be received in the University Purchasing Office within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the University to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

#### **Section 4.16 OBLIGATIONS**

It is mutually understood and agreed that the Contractor shall be relieved of its obligations under this contract during any period or periods of time when acts of God, war or public enemy, civil commotion, or governmental interference beyond the control of the Contractor renders impossible its performance under the contract. During such period or periods of time, the University shall not be responsible for or make payments to the Contractor for the collection and removal of trash or garbage. The Contractor shall make a reasonable effort to resume service in the event an act beyond the control of the Contractor terminates or reduces service. While the Contractor is unable to provide service, the University may make arrangement for the collection and removal service in any manner it deems appropriate. Once the Contractor has been temporarily relieved of its obligations under this provision, the contractor may be required to give the University a seven (7) day notice before resuming service.

#### **Section 4.17 REFUSE CONTAINERS**

Refuse containers, which are the property of the University shall be controlled by the University Facilities Services Division. However, the Contractor shall be liable for any damage to these containers or University property caused by the Contractor's employees or trucks. Within a reasonable period of time after notice from the University that the Contractor is responsible for damage to any specified container, the Contractor shall repair the container to its condition prior to damage. If said repair is not completed within one week the University may, at its discretion, perform said repair. The actual cost of said repair authorized by the University shall be deducted from any payment due to the Contractor under this contract or secured from performance bonds. The actual cost shall include, but not be limited to, labor parts, materials, subcontracted work, and overhead or any other expenses incurred.

#### **Section 4.18 PERFORMANCE BOND**

A performance bond equal to the contract price for one (1) year shall be furnished to the University by the Contractor and shall remain in effect for the contract period plus ninety (90) days afterward. In the event of unsatisfactory performance or other default by the Contractor, the University may attach all or a portion of the bond in order to procure the required service from other sources.

#### **Section 4.19 INSPECTION**

The University reserves the right to inspect Contractor's activities associated with this RFP. The inspection is carried out to assure that the Contractor's performance satisfies the terms of the RFP and also to measure the changes in demand for the use of the system. Beginning with the starting date of the contract, the Contract Administrator shall have in each successive sixty (60) day period, the right to accompany the Contractor or his representative for seven (7) consecutive days on the scheduled service route. The failure to exercise the right to inspect on any occasion(s) does not waive the University's right to inspect at any other time nor does it excuse the Contractor from his obligation to perform. The Contractor's activities associated with this RFP are also subject to inspection by those persons required by state law to test special work for official approval. Unless otherwise specified, work shall be inspected during normal Contractor working hours.

#### **Section 4.20 NON EXCLUSIVENESS OF CONTRACT**

At any point during the term of the contract the University reserves the right to enter into other contracts with this or other contractors for other collection services for segregated portions of the waste.

#### **Section 4.21 INCREASES OR DECREASES TO CONTRACT**

The base cost of the contract is based on the maximum service required as appears in the schedule, **Appendix A**. From time to time during the year, the University may require changes in the scope of service the contractor performs. Should the total volume of the pick-ups increase or decrease by no more than 100 cubic yards a week, the base cost of the contract shall not be affected. However, any increase or decrease in excess of 100 cubic yards constitutes a permanent change as determined by the Contract Administrator. A new base cost shall be established accordingly and incorporated as a written amendment to the contract. The Contractor shall list unit prices per pick-up by container size to be used to increase or decrease the base cost of the contract.

## **ARTICLE V**

## **INSURANCE REQUIREMENTS**

### **Section 5.01 CONTRACTOR'S OBLIGATION**

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

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

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

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

### **Section 5.02 EVIDENCE OF INSURANCE**

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

## **ARTICLE VI THE PROCUREMENT PROCESS**

### **Section 6.01 PROPOSALS**

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

Contractor specifically agrees to the conditions set forth in the above paragraph by affixing his signature on the execution of proposal page contained herein.

### **Section 6.02 PRE-PROPOSAL CONFERENCE**

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

### **Section 6.03. SELECTION PROCESS**

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

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

### **Section 6.04 PROPOSAL SUBMISSION AND OPENING**

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

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

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

### **Section 6.05 REQUIRED PROPOSAL CONTENT**

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

#### **TECHNICAL PROPOSAL:**

- A. The Contractor shall furnish evidence of at least five (5) years' experience in the removal of refuse at the industrial/commercial level.
- B. The Contractor shall furnish financial statements or other financial documentation that would illustrate the firm has the financial capacity to undertake the scope of services requested.
- C. The Contractor shall furnish names and telephone numbers of at least two (2) employees in managerial or supervisory positions to be called on a 24 hour emergency basis.
- D. The Contractor shall provide resumes on all employees who will operate refuse removal equipment on the University and its premises, including the primary and back-up drivers, which shall include a description of the individual's experience and training. Further, the Contractor shall provide resumes on all employees who will be involved in the cleaning, sanding, repairing, priming, and painting of refuse containers owned by the University.
- E. The Contractor shall list the last three (3) State, County, or municipal contracts completed.
- F. The Contractor shall list three (3) references, including point of contact, phone number and address.
- G. The Contractor shall provide a detailed written presentation on how the Contractor intends to perform the work as required, how it intends to provide adequate supervision, and how it intends to provide back-up service when vehicles break down or personnel are absent. The Contractor shall also provide its Standard Operating Procedures.
- H. The Contractor shall provide a complete description of all equipment with detailed specifications and literature of the proposed equipment to be utilized.
- I. The Contractor shall provide a signed copy of the **Execution of Proposal** page with the Technical Proposal.

**COST PROPOSAL:**

Section VII, **PRICING SCHEDULE**, shall be completed and included in the proposal. All blanks in Section VII, **PRICING SCHEDULE**, must be filled in.

**Section 6.06 EVALUATION OF PROPOSALS**

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

- A. Overall experience and qualifications of the contractor and proposed personnel.
- B. Experience and/or credentials in providing a professional refuse collection service.
- C. Pricing.
- D. Performance of the Contractor as evaluated by the references supplied.

Contractors are cautioned that this is a request for proposal, not a request to contract, and the Issuing Agency reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the University. The award of a contract to one Contractor does not mean that the other proposals lack merit, but that with all factors considered, that proposal was deemed to provide the lowest and best bid most advantageous to the University. Requirements of this RFP are the minimum acceptable.

**Section 6.07 AWARD OR REJECTION**

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

#### **Section 6.08 DECLINE TO OFFER**

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

#### **Section 6.09 COST OF PROPOSAL PREPARATION**

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

#### **Section 6.10 ELABORATE PROPOSALS**

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

#### **Section 6.11 ORAL EXPLANATIONS**

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

#### **Section 6.12 ADVERTISING**

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

#### **Section 6.13 CONFIDENTIAL INFORMATION**

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

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

#### **Section 6.14 RIGHT TO SUBMITTED MATERIALS**

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

**Section 6.15 COMPETITIVE OFFER**

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

**Section 6.16 CONTRACTORS REPRESENTATIVE**

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

**Section 6.17 PROPOSAL ACCEPTANCE PERIOD**

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

**ARTICLE VII  
PRICING SCHEDULE**

**Section 7.01** The Contractor shall propose the costs to furnish the Refuse Removal Services in accordance with this RFP. Award will be made to the lowest and best bid most advantageous to the University in accordance with **Section 6.06**.

**A. TOTAL PRICE PER SERVICE SCHEDULE**

**FIRST YEAR 1999-2000**

**GROSS SERVICE FEE: \$ \_\_\_\_\_**

**B. UNIT PRICE PER PICK-UP CONTAINER SIZE (SECTION 4.21)**

<u>SIZE</u>	<u>UNIT PRICE</u>
2 yd container	\$ _____
4 yd container	\$ _____
6 yd container	\$ _____
8 yd container	\$ _____
6 yd compactor container	\$ _____
8 yd compactor container	\$ _____
15 yd compactor container	\$ _____
32 yd compactor container	\$ _____
40 yd compactor container	\$ _____
32 yd roll off container	\$ _____

**C. REPAIR, CLEANING, SANDING, PRIMING, AND PAINTING PRICES PER CONTAINER**

**FIRST YEAR 1999-2000**

Cleaning only containers:

2 yd \$\_\_\_\_\_ 4 yd \$\_\_\_\_\_ 6 yd \$\_\_\_\_\_ 8 yd \$\_\_\_\_\_

Cleaning only compactor containers:

6 yd \$\_\_\_\_\_ 8 yd \$\_\_\_\_\_ 32 yd \$\_\_\_\_\_

Cleaning, Sanding, Priming, Painting containers

2 yd \$\_\_\_\_\_ 4 yd \$\_\_\_\_\_ 6 yd \$\_\_\_\_\_ 8 yd \$\_\_\_\_\_

Cleaning, Sanding, Priming, Painting compactor containers

6 yd \$\_\_\_\_\_ 8 yd \$\_\_\_\_\_ 32 yd \$\_\_\_\_\_

Cleaning, Sanding, Priming, Painting compactor units including Supports and Frames

6 yd \$\_\_\_\_\_ 8 yd \$\_\_\_\_\_ 32 yd \$\_\_\_\_\_

Bottom Replacement containers

2 yd \$\_\_\_\_\_ 4 yd \$\_\_\_\_\_ 6 yd \$\_\_\_\_\_ 8 yd \$\_\_\_\_\_

Bottom Replacement compactor containers

6 yd \$\_\_\_\_\_ 8 yd \$\_\_\_\_\_ 32 yd \$\_\_\_\_\_

**D. ANIMAL CARCASS DISPOSAL**

**PRICE PER TRIP**

**\$\_\_\_\_\_**

**EXECUTION OF PROPOSAL**

**ISSUE DATE: 25 MARCH 1999**

**PROPOSAL NUMBER: RFP B649812**

**ISSUING AGENCY:** UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL  
MATERIALS SUPPORT DEPARTMENT/PURCHASING DIVISION  
440 WEST FRANKLIN STREET CB# 1100  
CHAPEL HILL, NORTH CAROLINA 27599  
ATTENTION: Mr. Mark Sillman  
(919) 962-9463

**TITLE:** REFUSE REMOVAL SERVICES CONTRACT  
FOR THE UNIVERSITY OF NORTH CAROLINA AT  
CHAPEL HILL

**USING AGENCY:** UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL  
FACILITIES SERVICES DIVISION  
CHAPEL HILL, NORTH CAROLINA 27599-1610

---

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

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**FEDERAL TAX IDENTIFICATION NUMBER:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE (IN INK):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT A**

<b>SIZE OF CONTAINERS</b>	<b>NUMBER OF CONTAINERS</b>	<b>LOCATION OF CONTAINERS</b>	<b>CURRENT NUMBER OF PICK UPS PER WEEK</b>
2 yd.	2	Waste Chemical-Handling Facility	1
4 yd.	1	Finley Golf Course	4
4 yd.	1	General Administration	5
4 yd.	1	Dey Hall	3
4 yd.	1	Med. School Wing E/F	3
4 yd.	1	Peabody Hall	5
4 yd.	1	Swain Hall	5
4 yd.	1	Steele Building	5
4 yd.	1	Bynum Hall	5
4 yd.	1	134 ½ E. Franklin St.	5
4 yd.	1	McGavran-Greenberg	3
4 yd.	1	Med. Research Building A	5
4 yd.	1	Glaxo Building	1
4 yd.	1	Security Services	3
4 yd.	1	Hospital Carpenter Shop	1
4 yd.	1	Boshamer Stadium	2
4 yd.	1	Housing Carpenter Shop	1
4 yd.	1	Surplus Warehouse	1
4 yd.	1	Jackson Hall	6
4 yd.	1	Forest Theater	1
4 yd.	1	Health and Safety	1
4 yd.	1	Kenfield-Cone Field Tennis Complex	2
4 yd.	1	Tennis Toilet Facility	1
4 yd.	1	Giles F. Horney Building	5
4 yd.	1	Brooks Hall	1
4 yd.	1	NC High School A.A.	1
4 yd.	1	Totten Garden Center	1
4 yd.	1	223 E. Franklin St	1
4 yd.	1	Airport	1
4 yd.	1	Electric Systems	1
4 yd.	1	Service Station	1
4 yd.	1	FOBRL	1
4 yd.	1	Nash-Miller Halls	2
4 yd.	1	Med. Research Building B	3
4 yd.	1	107 Bernard St.	2
4 yd.	1	206 Branson St.	2
4 yd.	1	216 Branson St.	2
4 yd.	1	227 Jackson Circle	2
4 yd.	1	237 Jackson Circle	2
4 yd.	1	304 Mason Farm Road	2
4 yd.	1	305 Mason Farm Road	2
4 yd.	1	613 Hibbard St.	2
4 yd.	1	620 Hibbard St.	2
4 yd.	1	703 Hibbard St.	2

<b>SIZE OF CONTAINERS</b>	<b>NUMBER OF CONTAINERS</b>	<b>LOCATION OF CONTAINERS</b>	<b>CURRENT NUMBER OF PICK UPS PER WEEK</b>
4 yd.	1	706 Hibbard St.	2
4 yd.	1	Community Service Building	2
4 yd.	1	Parker-Teague Dorms	6
4 yd.	1	Whitehead Dorm	6
4 yd.	1	Ackland Art Center	1
4 yd.	1	WUNC Radio Station	1
4 yd.	1	Meadowmont	1
4 yd.	1	ACC Express	1

<b>SIZE OF CONTAINERS</b>	<b>NUMBER OF CONTAINERS</b>	<b>LOCATION OF CONTAINERS</b>	<b>CURRENT NUMBER OF PICK UPS PER WEEK</b>
6 yd.	1	Carmichael Gym	5
6 yd.	1	Coker Hall	5
6 yd.	1	Wilson Hall	5
6 yd.	1	Sitterson Hall	5
6 yd.	1	Phillips Hall	5
6 yd.	1	Hanes Art/Hill Hall Center	5
6 yd.	1	Y.M.C.A.	5
6 yd.	1	Phillips Annex	10
6 yd.	1	Alumni Building	6
6 yd.	1	Davie Hall	5
6 yd.	1	Hamilton Hall	6
6 yd.	1	Hamilton Mail Center	6
6 yd.	1	Rosenau Hall	5
6 yd.	1	F.L.O.B./Animal Quarters	3
6 yd.	1	Berry Hill/Animal Quarters	3
6 yd.	1	Kenan Field House	5
6 yd.	1	Van Hecke-Wettach	5
6 yd.	1	440 W. Franklin St.	5
6 yd.	1	Kron Building	3
6 yd.	1	Art Studio	2
6 yd.	1	Knapp Building	5
6 yd.	1	Grounds Department Building	5
6 yd.	1	Fetzer Gym	5
6 yd.	1	Paul Green Theatre	3
6 yd.	1	Joyner Dorm	6
6 yd.	1	Aycock Dorm	6
6 yd.	2	Kenan Dorm	6
6 yd.	1	Spencer Dorm	6
6 yd.	2	Cobb Dorm	6
6 yd.	1	Alexander Dorm	6
6 yd.	1	Avery Dorm	6
6 yd.	1	Parker Teague Dorm	6
6 yd.	2	Craige Dorm	6
6 yd.	3	Morrison Dorm	6
6 yd.	2	Ehringhaus Dorm	6
6 yd.	3	Hinton-James Dorm	6
6 yd.	1	Stacy Everett Dorm	6
6 yd.	1	Odum Village 407 Mason Farm Road	2
6 yd.	1	Odum Village 608 Hibbard St.	3
6 yd.	1	Bolin Creek	3
6 yd.	1	Carrington Hall	5
6 yd.	1	Tate-Turner-Kuralt Building	5
6 yd.	1	Chapel Hill North	3
6 yd.	1	Fordham	5

<b>SIZE OF CONTAINERS</b>	<b>NUMBER OF CONTAINERS</b>	<b>LOCATION OF CONTAINERS</b>	<b>CURRENT NUMBER OF PICK UPS PER WEEK</b>
8 yd.	1	Ehringhaus Dorm	6
8 yd.	1	Friday Center	6
8 yd.	1	Wilson Library	3
8 yd.	1	Mitchell Hall	5
8 yd.	1	Venable Hall	5
8 yd.	1	Kenan Labs	5
8 yd.	1	Beard Hall	5
8 yd.	1	Morehead Planetarium	3
8 yd.	1	Lineberger	10
8 yd.	1	Glaxo Building	2
8 yd.	1	Bennett Building	3
8 yd.	1	Student Health	5
8 yd.	1	Chase Hall	2
8 yd.	1	Family Physician Center	5
8 yd.	1	Giles F. Horney Building	3
8 yd.	1	General Storeroom	3
8 yd.	1	HVAC	5
8 yd.	1	Central Receiving	3
8 yd.	1	Press Warehouse	1
8 yd.	1	Hospital Storeroom (General Storeroom)	1
8 yd.	1	Connor-Winston Dorms	6
8 yd.	1	Tarson Hall	5
8 yd.	1	Frank Porter Graham CDC #1	2

<b>SIZE OF COMPACTOR</b>	<b>NUMBER OF COMPACTORS</b>	<b>LOCATION OF COMPACTORS</b>	<b>CURRENT NUMBER OF PICK UPS PER WEEK</b>
6 yd.	1	Dean E. Smith Center	6
6 yd.	1	Taylor	5
6 yd.	1	Med. Trailers	1
8 yd.	1	McGavran-Greenberg	5
8 yd.	1	F.L.O.B.	11
8 yd.	1	Dental Research	11
8 yd.	1	MacNider	11
8 yd.	1	Berryhill	11
8 yd.	1	Brinkhouse-Bullitt	11
8 yd.	1	Chase	6
8 yd.	1	Dean E. Smith Center	6
8 yd.	1	Carmichael Dorm	6
8 yd.	1	Ambulatory Care	5
8 yd.	1	Hill Alumni Center	6
8 yd.	3	Thurston Bowles	5
8 yd.	1	Daniels Student Stores	3

<b>SIZE OF COMPACTOR</b>	<b>NUMBER OF COMPACTORS</b>	<b>LOCATION OF COMPACTORS</b>	<b>CURRENT NUMBER OF PICK UPS PER WEEK</b>
15 yd.	1	Davis Library	1
15 yd.	1	McColl	1

<b>SIZE OF COMPACTOR</b>	<b>NUMBER OF COMPACTORS</b>	<b>LOCATION OF COMPACTORS</b>	<b>CURRENT NUMBER OF PICK UPS PER WEEK</b>
32 yd.	1	Graham Student Union	2
32 yd.	1	Lenoir Hall	3
32 yd.	1 open top	Cogeneration Facility	1
32 yd.	1 open top	Grounds	1
32 yd.	1 open top	Surplus Property Warehouse	1
32 yd.	1 open top	Storage Lot	1