

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Proposals (RFP)

#63-KGS1057806 - Hazardous & Non-Hazardous Waste Collection, Management & Removal Services

For internal administrative processing, including tabulation of proposals for posting to Bonfire and the State of North Carolina Electronic Vendor Portal (eVP), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). We HIGHLY recommend you register in order to see bid tabulations and award results. 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 available for public inspection.

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DATE:	

NC STATE UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

RFP # 63-KGS1057806

TITLE: Hazardous & Non-Hazardous Waste Collection, Management & Removal Services

USING DEPARTMENT: Environmental Health and Safety

ISSUE DATE: March 13, 2025

DUE DATE: **2:00 p.m., Tuesday, April 15, 2025**

ISSUING AGENCY: NC State University
Procurement Services Department
Campus Box 7212
Raleigh, NC 27695

Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m., Tuesday, April 15, 2025** for furnishing services described herein.

Proposals must be submitted electronically at:

<https://ncsu.bonfirehub.com/opportunities/175104>

Upload scanned pages from this RFP document included with your proposal response where indicated on the Bonfire website.

Direct all inquiries (via email) concerning this RFP to:

Kristen Shelton, CPPB
NC State University
Procurement Services
Department
Email: kgshelto@ncsu.edu

MANDATORY PRE-PROPOSAL CONFERENCE

Thursday, March 27, 2025 at 10:00 - 11:30 AM

Environmental Health and Safety (EHS) Building, 2620 Wolf Village Way, Raleigh NC 27695
Park in Pay Lot, [West Parking Deck](#), diagonal from the facility on Varsity Dr.

Attendance is mandatory in order for a proposal to be considered for award. Proposals from Contractors who do not attend, who arrive after 10:00 a.m., or who are not present for the entire pre-proposal conference will not be considered for award. **Please arrive early and come prepared with your questions. This will be the ONLY opportunity provided to view the venue location and ask questions.**

No other contact with University personnel or any other entity associated with this RFP, other than as directed above, is allowed. Attempts to gain information by any other means may be cause for rejection of the entire proposal response. Proposals from contractors arriving after 10:00 AM and who do not attend, or who are not present for the entire pre-proposal conference will not be considered for award.

1. INTRODUCTION: PURPOSE AND BACKGROUND

North Carolina State University, Environmental Health and Safety (hereafter referred to as NC State) seeks proposals from qualified Contractors to collect, manage, and dispose of NC State-generated chemical and hazardous waste, including fluorescent lamps and other universal wastes, to collect and manage low-level radioactive waste, and to collect and manage non-infectious biological waste located at NC State properties. Chemical waste management services must be conducted in accordance with NC State's hazardous waste permit and established programs. Radioactive waste management services must be conducted in accordance with NC State's radioactive materials licenses and programs. Biological waste management services must be conducted in accordance with NC State's Biological Safety Manual and program.

The awarded contractor must have facilities, or access to facilities, and the ability to transport, dispose of, treat, and otherwise manage hazardous, radioactive, non-infectious biological, and universal waste material in a lawful manner. The awarded contractor will provide a full range of waste management services including, but not necessarily limited to:

- Collection
- Packaging
- Consolidation
- Transportation
- Disposal

Any resulting contract will cover all properties that are operated or controlled by NC State. The primary area of activity will be campuses and research units in Raleigh, North Carolina. It is anticipated that outlying stations, located from the Asheville area to the coast, will require service during the course of the contract and will be serviced at the rates established for main campus. Weekly operations are typically three (3) people, eight (8) hours per day, five (5) days per week.

The facility must be maintained and operated in full compliance with all pertinent State and Federal regulations.

2. CONTRACT PERIOD

Any contract resulting from this Request for Proposals (RFP) will be effective for one (1) year from the notice of award date. NC State reserves the right, under the same terms and conditions contained herein, to renew for four (4) additional one-year periods not to exceed a total contract period of five (5) years.

The awarded Contractor will be subject to a probationary review for the period ending December 31, 2025, and semi-annual reviews thereafter.

3. SCOPE OF WORK

Materials such as universal waste, used oil, sharps, non-contaminated broken glass, non-PCB ballasts, radioactive waste, non-infectious biological waste, and select batteries are to be collected and properly managed by the Contractor but may not be disposed of by the awarded Contractor.

The awarded Contractor will provide the following:

3.1 CHEMICAL, RADIOACTIVE, UNIVERSAL WASTE, AND NON-INFECTIOUS BIO WASTE MANAGEMENT

3.1.1 Preparation, Mobilization, Emergency Planning

Contractor employees are subject to employer safety standards, procedures, and guidelines, and will be held accountable to NC State permit and license requirements. NC State reserves the right to immediately and permanently deny site access to contract employees who violate NC State safety requirements. To achieve these ends, the Contractor will:

- Work with designated NC State personnel to become familiar with details of operations including NC State's online waste management system.
- Inspect waste management facilities with NC State personnel and become familiar with NC State hazardous, radioactive, universal waste management, and non-infectious bio waste procedures.
- Develop an emergency response plan and safety plan that supplements NC State's plans, and that will be used in the performance of contracted services and operations.
- Develop operational procedures in accordance with NC State's permits and licenses.
- Become familiar with waste generator locations, collection areas, and operations.

Additional details for required provisions and documentation is provided in Section 3.3.

3.1.2 Collection

The Contractor will provide the following services for wastes generated by NC State facilities:

- Collection from laboratories, shops, and other points of generation/accumulation. NC State will provide appropriate equipment for radiological monitoring of the waste.
- Packaging, including marking and labeling, in accordance with the US Environmental Protection Agency (hereafter referred to as EPA), US Department of Transportation (hereafter referred as DOT), and disposal facility standards.
- Transportation in accordance with DOT and EPA regulations.
- Appropriate personal protective equipment for staff, including but not limited to gloves, chemical protective clothing, goggles/glasses, and respiratory protective equipment that may be required by the Contractor. NC State will provide radiological monitoring for contractor personnel.

3.1.3 Waste Identification

Chemical, universal, radioactive, and non-infectious biological wastes are identified using labels generated by users submitting a Waste Pick Request in NC State's online waste management program. Licensed radioactive wastes also have a tag addressing protocols for NC State radioactive materials. Generators are required to complete this documentation to the best of their knowledge and ability. NC State waste program personnel provide initial review of the waste identification forms for completeness, assign associated hazard pictograms and waste codes, and email the labels to the users. The Contractor will ensure forms are sufficiently completed, describe quantity and hazards, appropriate waste numbers and codes are assigned, and materials meet requirements of waste analysis plans. Where necessary, and with coordination of NC State project manager, the Contractor will either characterize unidentified wastes on-site or obtain samples for off-site analysis prior to removal from the generator location.

3.1.4 Waste Management

The Contractor will assume liability and responsibility for waste management when materials are removed from the laboratory or other point of generation or accumulation. Wastes are placed in suitable containers, or the Contractor determines the unit holding the waste meets DOT container requirements. It is the Contractor's responsibility to comply with DOT requirements throughout the collection process, as the material is regarded by DOT to be "in commerce" while in transit on NC State property.

The Contractor will provide the following services with regards to packaging and consolidation of wastes:

- Labeling and marking waste items and containers in accordance with DOT and EPA requirements.
- Segregation, classification, and packaging of chemical, radioactive, non-infectious biological, and universal wastes.
- Determination of available, appropriate, and cost-effective off-site treatment methods, and obtain and maintain waste approval codes.
- Consolidation of wastes in accordance with NC State's license, permit, and profiles, and with the Contractor's safety and operating protocols. Waste profiles will be amendable for faster turn around when updates are needed.
- Compaction of designated dry solid radioactive wastes in accordance with NC State protocols.
- Accumulation of radioactive wastes that are stored for decay. After a recommended decay period, the Contractor will screen dry solid waste and manage the disposal in accordance with NC State procedures.
- Wastes containing radioisotopes below regulatory thresholds or otherwise exempted from radioactive waste disposal requirements will be managed as chemical wastes in accordance with the requirements in this RFP.
- Repackaging and palletizing mercury-containing lamps, separating broken lamps, and ensuring containers are appropriately marked and closed.
- Proper collection and disposal of non-infectious biological material at the NC State disposal location.
- Proper disposal/recycling at approved EPA permitted TSD or recycling facilities.
- Appropriate personal protective equipment for staff, including gloves, chemical protective clothing, goggles/glasses, and respiratory protective equipment that may be required by the Contractor. NC State will provide radiological monitoring for Contractor personnel.
- As new waste buildings come online, direct shipments from Centennial Campus and/or the Centennial Biomedical Campus may become necessary.

3.1.5 Waste Tracking

The Contractor will use NC State-supplied software for tracking each waste item and container through the system, from point of generation or collection, through facility operations, to off-site management (shipment). Tracking information, including accurate inventories of containers and wastes, will be maintained on a daily basis by the contractor. Information will include current inventories needed for emergency preparedness, as well as source, processing, and disposal information. Contractor records documenting eventual treatment, recycling, and disposal will be provided to NC State, and will relate to specific containers of waste shipped from NC State.

3.1.5.1 Waste Tracking—Fluorescent Lamps

Universal Waste Lamp pickups are conducted concurrent to chemical waste pickups. The lamp storage locations are ubiquitous to campus and a location list will be provided to the contractor. The Contractor will provide NC State with a completed Universal Waste Inventory, indicating the approximate quantity and types of lamps collected and stored per pallet, and any deficiencies or problems that may have occurred.

3.1.6 Transportation and Disposal/Recycling

Wastes collected from NC State facilities will be transported in accordance with DOT, NRC, and EPA regulations. Hazardous waste shipments from the Main Campus facility will be provided at least monthly to ensure safety in accumulation and storage facilities, minimize potential environmental risks, maintain capacity, and comply with NC State's storage permit conditions. The Contractor will ensure vehicles are properly placarded. Wastes will be transported off site for disposal in vehicles licensed as required for such transportation according to Federal, State, and local regulations. Delivery to the destination facility will be within thirty (30) days as documented on manifests. Wastes will be disposed of at appropriately permitted treatment, storage, and disposal facilities, used as fuel for permitted industrial boilers or furnaces, or recycled in accordance with Federal and State regulations. Preference will be given to recycle/reclaim/reuse and incineration disposal options. Wastes will be

treated and documentation provided within the requisite time frame. NC State reserves the right to approve or specify disposal options. NC State reserves the right to have radioactive, universal, some non-regulated wastes, cylinders, High Hazard items, and used oil disposed of by a different Contractor. Non-infectious biological waste will be disposed of by NC State University.

3.1.7 Reporting and Documentation

The Contractor will complete all manifests and shipping papers, including any notifications or other documentation required by Federal, State, or local authorities or disposal facilities. The Contractor will provide completed records or documents to NC State at the time of shipment. The Contractor will notify NC State when waste shipment arrives at the destination facility via email notification. The Contractor provides documentation attesting that all wastes have been treated, disposed, or recycled in the form of Certificates of Destruction, Certificates of Recycling, or other certified form signed by the treatment, disposal, or recycling facility. The Contractor will be provided instruction, and subsequently conduct and maintain records for containers and wastes in accordance with NC State protocol.

3.1.8 Chemical Spills, Releases, and Cleanup

The Contractor will provide spill containment and control materials and equipment needed for waste facility and transportation activities, including sorbents, transfer pumps, and personal protective equipment for their employees. The proposal response will describe response functions and limitations for chemical releases that may occur through the course of waste collection and management, including laboratories, shops, and other areas where waste materials are collected or stored, fixed facilities, and Contractor's transport vehicles. Spills involving radioactive wastes will be coordinated with NC State. Radiological monitoring to determine satisfactory cleanup will be conducted by NC State personnel.

3.1.8.1 Support for NC State Spill Response

The Contractor may be called upon to assist with other NC State incidents involving hazardous materials, including chemical spills and fires, utilizing on-site personnel during normal operating hours. Services may include removal of chemicals exposed to fire or fire suppressants, cleanup of small chemical spills, and logistic support. Services will be coordinated or supervised by qualified NC State personnel. This will be considered to be within the scope of work.

3.1.8.2 Broken Lamps

The Contractor will manage broken lamps in accordance with regulations and NC State procedures. Broken lamps will be placed in appropriate containers, labeled and marked according to applicable requirements, and shipped off-site for disposal or recycling. Waste tracking will be in accordance with procedures established under chemical waste management.

3.1.9 Facility Management

The Contractor will ensure NC State waste management facilities are maintained in accordance with good housekeeping practices. Specifically, maintain a neat and orderly work area, ensure immediate cleanup of incidental spills, and provide periodic sweeping and similar cleaning.

3.1.10 Other Services

The Contractor may be called upon to assist with relocation of laboratory chemicals, primarily packaging and transport between buildings within Wake County. The Contractor may also be called upon to coordinate and dispose of materials resulting from demolition and other projects that may have a critical completion schedule. This will be considered within the scope of work.

3.2 MATERIALS AND SUPPORT

- 3.2.1 To clarify Section 3.1.6, conditions related to safety, risk management, and capacity may require more than one shipment in a month. The Contractor will ensure sufficient capacity is available in waste storage areas, allowing for receipt of pallets or multiple drums, or have the capability and commitment for immediate (within 48 hours) shipment of unplanned volumes of wastes.
- 3.2.2 The Contractor will ensure sufficient supplies (selection of drums, boxes, packing materials, and labels) are maintained on-site in support of NC State waste management activities. The Contractor will also ensure adequate emergency equipment and supplies are maintained on-site in support of operations and spill management activities.
- 3.2.3 The Contractor will be responsible for costs and compliance with requirements for NC State properties, including [parking permits](#) for their vehicles and those of their employees, access to NC State facilities, and use of NC State equipment.
- 3.2.4 The Contractor will assume costs associated with packaging and shipping errors made by Contractor personnel, including but not limited to labor for repackaging and penalties related to transportation.
- 3.2.5 The Contractor will assume costs associated with defective materials provided by the Contractor, and materials damaged by the Contractor, including purchase, overpack, and disposal costs for such defective or damaged packaging and drums.

3.3 DELIVERABLES

The following items will be provided by the awarded Contractor through the course of the contract:

- 3.3.1 Prior to work on this contract, the Contractor will provide written affirmation that project personnel are appropriately equipped, trained, and will be monitored in accordance with the Contractor's safety and health programs for all activities conducted under this contract. This will be accomplished through a site visit where the contractor's safety officer will review site operations. The contractor will be provided with radiological monitoring, general training for radiation safety, and required site-specific training in accordance with NC State's licenses and permits. NC State proposes to provide these services without charge to the Contractor pending Contractor's review and written affirmation of satisfaction with the content and scope of this arrangement. The contractor will receive a copy of all employee monitoring records.
- 3.3.2 Within thirty (30) days following the contract start date, the successful Contractor will provide NC State's project manager with a final electronic copy of the work management plan for all portions of the project. The work management plan will be based on the preliminary work plan submitted with the Contractor's proposal response. The plans will contain detailed descriptions of all tasks to be performed and items to be delivered.
- 3.3.3 A letter or similar documentation will be provided by the Contractor certifying each on-site employee's qualifications and authorizations prior to assignment.
- 3.3.4 The Contractor will provide a contingency plan for transportation emergencies prior to the initial waste shipment. The contingency plan will be maintained, with updates provided to NC State prior to subsequent shipments.
- 3.3.5 The Contractor will provide copies of all Federal, State, and local permits required to operate waste management activities at the time of the contract. The Contractor will provide, at its cost, permits for transportation, storage, treatment, or disposal facilities as applicable to lawfully execute this contract.

- 3.3.6 The Contractor will provide permit and license information for all facilities where wastes may be shipped that are approved for use by the Contractor. Information will include name and location of facility, types of wastes accepted, treatment processes, and regulatory compliance summary for three (3) years prior to the effective contract date. Pricing Schedule D includes a requirement for identifying proposed facilities. The contractor will update the compliance history of all facilities annually for the length of the contract. The updated compliance history will be submitted to NC State by July 31st of each year.
- 3.3.7 The Contractor will develop new waste profiles as necessary, and include costs, disposal, and other pertinent information as a maintenance issue of this contract.
- 3.3.8 The Contractor will provide appropriate documentation for transportation and disposal. The Generator's copies of all manifests, shipping papers, notification forms, and packing slips will remain with NC State as required by Federal and State regulations. Certifications attesting to containers and contents meeting packaging requirements will be the responsibility of the personnel packaging the waste.
- 3.3.9 Signed copies of manifests will be returned as required by regulations for large quantity generators. Documentation verifying actual treatment, disposal, or recycling will be provided by the Contractor. In effect, the Contractor will track each waste container throughout the waste management process in providing documentation to NC State.
- 3.3.10 Within thirty (30) days following an unplanned event affecting the performance of this contract, the Contractor will provide NC State's Project Coordinator an electronic copy of detailed work management plans for the affected portions of the project. The plans will contain detailed descriptions of tasks to be performed, items to be delivered, and use of any subcontractors or alternate facilities. Based on the provisions of the modified plans, NC State reserves the right to terminate the contract, see item #10 Termination General Contract Terms And Conditions .

3.4 ADDITIONAL PROPOSAL REQUIREMENTS

- 3.4.1 The Contractor will provide a proposed operational work plan for handling chemical wastes. This plan will include methods and procedures for waste
- Collection
 - Consolidation
 - Manifests
 - Transport between NC State locations, and to off-site facilities
 - Disposal

All methods proposed will be in strict accordance with all applicable Federal, State, and local laws and regulations. The awarded contractor's proposed operational work plan will be updated and completed as described in 3.3.2.

- 3.4.2 Statement of commitment for managing low-level radioactive and non-infectious biological wastes in accordance with NC State protocols.
- 3.4.3 The Contractor will provide a list of materials or categories that they can manage, any limitations for waste acceptance (e.g., radioactive, dioxin-related, explosive/reactive, etc.), and parameters for waste acceptance.
- 3.4.4 The Contractor will be licensed in the State of North Carolina, and with other Federal, State, and local jurisdictions as appropriate, by the date the proposal is due. The Contractor will provide information describing its current regulatory status, compliance histories, and any regulatory actions (including proposed and final penalties) associated with its operations or facilities, those of its subcontractors, and all proposed transfer, treatment, disposal, and recycling facilities for the previous three years.

3.4.5 Any special considerations, conditions, or other information deemed pertinent to this project which the Contractor foresees affecting the firm's ability to perform this work. Included with this is a requirement to provide a description of procedures to continue services in the event of illness, training, or other disruption that warrants temporary or permanent replacement of on-site personnel.

3.4.6 Contractor's understanding of this project including:

- Statement and discussion of the requirements as they are presented by the Contractor.
- Contractor's proposed scope of work explaining their technical approach to this project.
- List of materials and equipment to be used, including containers, packing materials, material handling equipment, and vehicles.
- Safety considerations, precautions, and spill contingency plans.

3.4.7 Preliminary Work Plan

The Contractor will address each item listed (Section 3 Scope of Work) in this RFP separately. The Contractor will include detailed descriptions of activities that are to occur and any anticipated deliverables. Any changes proposed by the Contractor that substantially differs from the project scope will be described in a section called Special Provisions.

3.4.8 Waste Analysis Plan

The proposal response will provide a Waste Analysis Plan, describing waste acceptance and verification criteria, in accordance with 40 CFR 264.13. (Not applicable for fluorescent lamps, non-infectious biological or radioactive waste.)

3.4.10 Invoicing

The proposal response will include a description of invoicing procedures and information presented on invoices. The Contractor will provide invoices for each shipment and special service, clearly identifying costs for each item disposed, specific materials purchased, and services provided. Labor invoices will be prepared separately with total hours, costs, and overtime listed for each person.

3.4.11 Spill Containment and Control

The Contractor will provide a description of procedures, equipment, and support necessary to contain and control spills or other releases of wastes while materials are under their care (point of collection through disposal), and including the use of any subcontractors for incident management or cleanup.

4. SUPPLIER QUALIFICATION/EXPERIENCE REQUIREMENTS

4.1 Statement of Qualifications

The proposal response will include a Statement of Qualifications with a description of the organizational and staff experience, including consistent use of position title(s), Contractor's project staff that will be utilized for on-site functions, their experience, and their involvement on any resulting contract. Consistent terms for personnel must be used in your proposal response. References such as "Field Chemist", "Site Supervisor", and "Project Manager" will be regarded as separate individuals during the review process, regardless of whether the contractor intended this to be the same person.

4.2 General

A minimum of five (5) years' experience providing collection, management and disposal of hazardous waste, specifically at the stated level of service to research institutions or universities, is required. The

proposal response will indicate qualifications of personnel and number of people to be provided in the performance of the work as outlined below in 4.2.1 and/or 4.2.2. The contractor must download and complete Section 4.2 questionnaire to report the requisite experience for three (3) facilities. 4.2 questionnaire must be uploaded in the appropriate section of Bonfire.

- 4.2.1 The Contractor will indicate the qualifications (including RCRA Part B Permit facility and field operations for On-site hazardous waste personnel (by position title), including temporary replacements (e.g., vacation, sick, training, or similar reasons) that will be assigned to on-site activities, including education, training for hazardous waste management (including waste transportation, packaging, consolidation (bulking), inspection of facilities and containers, and recordkeeping) emergency response, and transportation of hazardous materials and waste. On-site personnel will have a Commercial Driver's License with hazardous materials endorsement and any other endorsements necessary for driving the type of vehicle(s) provided.

On-site hazardous waste personnel must be trained and authorized to manage all types of wastes generated by NC State, including reactive materials, batteries, and gas cylinders, and will be authorized to characterize unidentified materials (except gasses) for the purpose of disposal. At least four (4) people meeting these requirements will be on-site on a daily operational basis

- 4.2.2 The Contractor must indicate the qualifications and experience for subcontractor personnel performing on-site functions. Subcontractors may be used for off-site transportation, collection and management of fluorescent lamps, or services the Contractor proposes as "Additional Services." If subcontracting is anticipated, the proposal response will clearly identify subcontractors to be used, their compliance history, and the scope of their activities. NC State reserves the right to accept or reject the use of subcontractors in the performance of any resulting contracting. (NOTE: Subcontracting is not acceptable for basic service activities conducted on-site, such as collection or packaging of chemical wastes, or information management.)

5. SUPPLIER PROPOSAL RESPONSE

The following information is required in response to this RFP. Failure to adequately provide specific information that can be effectively evaluated by NC State may disqualify your proposal from consideration.

At minimum, the proposal response package will include the following and must be uploaded in the corresponding location on Bonfire:

1. Completed NC State University RFP
 - Cover Page with Firm Name and Tax ID#
 - Reference page
 - Signed Execution of Proposal page
2. A **detailed technical proposal** addressing **Sections 3 and 4**. Responses must be numbered corresponding to the numbered items in this RFP. Proposers should restate each of the items listed and provide their acknowledgment agreement or response to that item immediately thereafter. All information should be presented in the listed order. Describe in your proposal response the approach, processes and steps you will follow to perform and complete the tasks in the Scope of Work. Include any additional tasks that you recommend for achieving successful outcomes. Note any requirements you have, and any assumptions being made which impact your proposed approach or the time required to complete the work.
3. 4.2 Facility Experience Questionnaire (Q-16PW)

4. Section 7 Cost Schedule Spreadsheets:

- Schedule A Operational Services Costs (BT-67BK)
- Schedule B Materials Cost (BT-58AH)
- Schedule C Non-Radioactive Wastes Shipping and Handling Costs (BT-18FU)
- Schedule D Waste Management Facilities (BT-78KM)
- Schedule D-1 Hazardous, Non-Hazardous Universal Waste Disposal Costs (BT-03CY)
- Schedule D-2 Fluorescent Lamp Recycling Disposal Costs (BT-36SU)
- Schedule D-3 Cylinders Additional Items (BT-14JK)

5. Section 7 Cost Proposal Additional Information (optional)

6. Certificate of Insurance (see Terms and Conditions for required coverage, Item #19), listing holder:

NC State University
Procurement Services
2721 Sullivan Drive
Raleigh, NC 27695

7. Any applicable RFP addenda subsequent to this RFP that is required for return by statement on the addendum.

Incomplete proposals will not be considered for award.

6. CRITERIA FOR EVALUATION AND AWARD

All proposals will be evaluated according to the following:

SCREENING CRITERIA: Complete proposal response package (as outlined in Section 5). All items requested are included in the response package and submitted as instructed. All files are transmitted to the Bonfire site without password or other lockdown requirements and proof of insurance demonstrates existing coverage meeting required minimum limits. Incomplete responses will not be considered further.

Proposals meeting the screening criteria will then be further evaluated by the following weighted criteria in order to select the Contractor providing the best overall value to the department requesting these services:

10% Ability to Manage Waste Off-Site - Section 3

The proposal must address All Profiles. Profiles are "addressed" when they indicate cost, at least two satisfactory treatment facilities, and the waste handling code(s) other than "H141." Unaddressed profiles may result in rejection of the entire proposal. After the initial evaluation for the ability to manage waste offsite, 10% of the remaining evaluation will be assigned to evaluate specific ability in this area.

10% Qualifications/Experience - Section 4

The proposal must demonstrate a requisite level of service for a minimum of five (5) years. The form included in Section 4.2 is complete, addresses all requirements, including comparable facility, years of experience, and services at Colleges and Universities. On-site personnel proposed for contract need to reflect company experience and training. Past performance at NC State University may also be evaluated.

5 years' relevant experience at Colleges and Universities True/False

If false, the proposal will be set aside as non-responsive and not considered further. If a proposal is deemed to have the necessary experience, 10% of the evaluation will be assigned to reference checks and proposed personnel.

20% Conservation and Long-Term Liability - Section 3

Some profiles and labpacks are recognized as recycle, reclaim, or reuse. In general, liabilities are minimized by recycling/reuse and treatment, with landfill being the highest long-term liability. Each profile and labpack will be scored based on handling code, with those having multiple options being averaged. For example, "Labpacks, no RCRA codes" may be "H061" and "H132" resulting in 1.5 points.

Proposals will be ranked from highest to lowest.

Recycle/reclaim/recovery/reuse (H010, H020, H039, H050, H061)	4 points
Incineration or other destruction (all other codes)	3 points
Stabilization/encapsulation (H111, H112)	1 point
Landfill/injection/discharge (H131, H132, H134, H135)	0 points

These points will be totaled and reflected in the 20% score.

25% Environmental Compliance - Section 3

Regulatory status and any regulatory actions associated with operations or facilities, including those of subcontractors and proposed disposal and recycling facilities will be evaluated. Missing compliance histories associated with facilities listed on profiles will result in rating of "Unacceptable".

Lesser infractions/penalties and fewer repeat violations over the three-year compliance history are preferred over significant environmental threats and repeat violations. Consider scores and example criteria for each facility:

"Good" (no violations)	= 5 points
"Good-Acceptable"	= 4 points
"Acceptable" (minor violations/penalties, minimal repeat)	= 3 points
"Acceptable-Poor"	= 2 points
"Poor" (few major)	= 1 point
"Unacceptable" (repeat major)	= 0 points

Inclusion of "unacceptable" facilities or facilities with multiple or major repeat violations may affect how specific profiles are considered to be addressed, and may result in the rejection of the proposal as too much of a liability for the University.

Environmental scores will be allocated to facilities included with the cost evaluation and will be ranked from highest to lowest.

35% Cost Proposal - Section 7

Calculate cost projections over the first contract year using the data provided, as presented in Schedules A-D. Applicable waste costs will be for critical profiles (those used in the anticipated annual generated waste) as presented in Appendix 1. Costs will be ranked based on each proposal cost as a percentage of the lowest cost proposal. The lowest cost proposal will receive 35 points and remaining proposals will be scored as a percentage of the lowest cost.

EXAMPLE

Supplier A's proposed total cost = 150,000

Supplier B's proposed total cost = \$200,000

Supplier C's proposed total cost = **\$100,000 (lowest total cost proposed)**

Cost scores would be calculated as follows:

Supplier C: $(100,000/100,000) \times 35 = 35$ points

Supplier B: $(100,000/200,000) \times 35 = 17.5$ points

Supplier A: $(100,000/150,000) \times 35 = 23.33$ points

7. COST PROPOSAL

You must download and complete the detailed cost proposal spreadsheets located on the Bonfire under supporting documents, requested information, for Schedules A-D (D - D-3). You are not required to fill in the tables below as they are mimicked in these required documents. These are required spreadsheets that must be completed and uploaded in the appropriate locations on Bonfire. Instructions are outlined on each spreadsheet and below.

NOTE: If you can not fit all the information on these spreadsheets, you may upload a separate Cost Proposal document that includes the additional information associated with any of the required spreadsheets, if needed.

Appendix 1 identifies a mock shipment that will be used to evaluate costs. Appendix 2 provides general waste profiles for wastes currently under contract and is not inclusive of all wastes to be managed.

This will include all labor, transportation, tools, equipment, expenses (travel and otherwise), taxes, fees, and any other costs incurred by the firm.

Fixed cost pricing information will include the services listed below for management of all wastes covered by Pricing Schedules A through D.

Proposals will be reviewed and awarded based on the levels of services offered, associated costs, and the proposal that is the most advantageous to the university. Completion and submission of the Pricing Schedules A-D, including the listing of facilities, is required. Combining labor and disposal costs into a single line item will result in rejection of the proposal.

Schedule A: Covers operational services, including labor and equipment, associated with collection and on- site management of hazardous, non-hazardous, non-infectious biological and radioactive wastes, as well as the infrequent services of stabilization, testing unknowns, and other services. These costs include the following:

- Start-up costs and set-up fees, considered to be a one-time assessment
- Costs for waste acceptance by treatment, disposal, and recycling facilities
- Labor rates for all services, including collection, packaging, consolidation, transport, lab cleanouts or relocations, spill response, and information management (no per diem charges for Wake County facilities)
- On-site Vehicle Charges (fees for vehicle designated for waste collection services)
- Stabilization (reactive materials)
- Testing (on-site characterization) of Unidentified Materials
- Management/Disposal for sites outside of Wake County

Schedule B: Covers costs of materials, labels, envelopes, and manifests. Placards are the responsibility of the Contractor and are not separately billable materials.

Schedule C: Covers shipping and handling costs for non-radioactive wastes.

Schedule D: Covers costs and services for the treatment, recycling, and disposal of hazardous, non-hazardous, and universal wastes, including fluorescent lamps. For each profile, identify at least two treatment/disposal facilities (by reference number), the method code (e.g., H010 for metals recovery) for treatment/disposal at those facilities, and the contract cost regardless of which facility is used. All fees must be included in the cost on each of the associated cost spreadsheets, Schedule D, D-1 - D-3.

APPENDIX 1 SUPPLEMENTAL INFORMATION (To be used with proposal evaluations)

Labor	
50 Weeks per year (less 6 University Holidays)	
Personnel	Hours (5 day work week)
Hours/week for 4-person crew	160-180
Hours/week - consolidation/bulking	30 (included with hours above)
Hours/week - radioactive waste	5 (included with hours above)
Hours/week - bio waste	10-15 (included with hours above)
Hours/week - Labpacking	30 (included with hours above)
Hours/week - standard chemical pick ups	70 (included with hours above)
Hours/week - data input/EHSA	10 (included with hours above)
Hours/week - housekeeping/cleaning	10-15 (included with hours above)
Hours/week - special projects	5 (included with hours above)

LABPACK AND PROFILE DISPOSAL, TRANSPORTATION, AND MATERIALS		
Yearly average to be incorporated in Pricing Schedules		
Description	Drum Type	Average Lbs.
LP--inorganic acid	Open	2500
LP--aerosols	Open	350
LP--caustics	Open	2500
LP--dioxin & precursors	Open	200
LP--non-reg, waste to energy	Open	5500
LP--liquid fuels	Open	650
LP--non-reg liquid fuels	Open	700
LP--cyanides	Open	250
LP--non-reactive, non-PIH	Open	8000
LP--non-reg, non-reactive, non-PIH	Open	8000
LP--mercury inorganic	Open	250
LP--mercury organic	Open	100
LP--organic peroxides	Open	250
LP--flammable solids & poisons	Open	250
LP--flammable solids (fuel)	Open	500
LP--PIH	Open	250
LP--spontaneously combustible	Open	1200
LP--alkali/alkaline earth, DWW	Open	250
LP--mercury for retort	Open	400
LP--landfill, non-reg	Open	750
LP--oxidizer	Open	6500
LP--isocyanates	Open	150
Cylinders - Reactive/Organometallic/Pyrophoric	NA	2500
Cylinders - Thin-Walled Propane	NA	550

LABPACK AND PROFILE DISPOSAL, TRANSPORTATION, AND MATERIALS			
Mock shipment to be incorporated in Pricing Schedules			
Profile	Description	Drum Type	Average lbs.
101	Oil	Closed	20000
102	Flammable Fuels - Non-Hal	Closed	40000
103	Flammable Fuels - High Water	Closed	35000
104	Halogenated Fuels	Closed	21000
105	Paint, Flammable	Closed	1200
107	Latex Paint	Closed	4000
108	Acid Waste - Mixed	Closed	8000
108B	Mixed Acid Vials	Open	1500
110	Lab Debris - Regulated	Open	2500
116	Mercury Debris	Open	50
117	Meds & Drugs	Open	4500
118	Lead Acid Batteries	Open	3500
119	NiCad Batteries	Open	50
120	Non Reg Lab Debris	Open	22000
121	Lithium Batteries	Open	100
124	Vials - Flammable	Open	2500
126A	PCB Ballasts (Non TSCA)	Open	3000
128	Empty Drums	N/A	250
130A	Non-Oil Liquid w/metals	Closed	6500
131	Caustic Liquid	Closed	5000
133	Aerosols	Open	2500
134	Flammable Paint in Cans	Open	1200
135	Latex Paint in Cans	Open	800
139	Alkaline Batteries	Open	150
149	High Water Aq Soln. - Non Reg	Closed	35000
152	Lead Pigs	Open	500
161	Mercury Contaminated Acid	Closed	1000
167	Silica Gel with Solvents	Open	1500
173	Organic Acids	Closed	2500
185	Broken Lamps	Open	250
194	COD Vials	Open	300
204	Formaldehyde Solutions	Closed	6000
210	Grinding Sludge	Open	8000
214	Latex, Asphalt, Coatings	Open	600
221	Lead Debris Contaminated with Mercury	Open	250
222	Activated Carbon	Open	250

Anticipated Materials Usage per Year	
Closed Head Drums	Average Usage Numbers
Carboys	225
DF15	60
DF30	75
DM55	200
DF55	125
Open Head Drums	
DF5	325
DF20	15
DF30	75
DM55	50
DF55	175
CY Box	55
CF55	70
PIH Boxes	50

APPENDIX 2

GENERAL WASTE PROFILES

Appendix 2 provides general information regarding 36 individual waste profiles currently approved for University wastes. Use the link below to access them or download them directly from Bonfire, [KGS1057896_Appendix 2_General Waste Profiles](#). Specific chemicals have been listed where deemed necessary, while general categories have been used in other areas. Because of the thousands of chemicals used by the University, and fluctuations and generation rates for each lab or process, full and detailed listings of chemical constituents cannot be provided as part of these profiles. It has been the responsibility of the contractor to ensure consolidated wastes meet profiles, based on generator identification of waste constituents. Fluorescent lamps are managed as a separate category, and have also been excluded from these profiles.

Many of the profiles reference numerous EPA waste numbers. It should be understood that some waste numbers (typically U- and P- codes) may have been assigned to bulk or consolidated waste mixtures due to one-time or otherwise rare circumstances and may not be applicable to all drums in a profile. It is important to recognize the essential waste numbers appropriate for the general waste description. EPA waste numbers will be properly assigned at the time of shipment to ensure appropriate notification and treatment of the waste.

All profiles should be regarded as non-wastewaters, with many of the underlying hazardous constituents identified by EPA waste numbers or derived from the waste descriptions. Additional or specific underlying hazardous constituents will be identified at the time of shipment.

The information is believed to be reasonably accurate and sufficient for the purpose of determining primary management options and subsequently pricing. The information is based first on generator knowledge (identification of chemical constituents by process operators, conservative application of hazardous waste determination by hazardous waste personnel), with some information (e.g., BTU values, pH assignments) provided through evaluation or testing by waste facilities.

PRICING SCHEDULE A			
OPERATIONAL COSTS AND SERVICES	Unit of Measure	Unit Cost (\$)	Comments
Start-up Cost			
Includes mobilization/demobilization, plan development, labor, miscellaneous equipment, and project management	lump sum		
Waste Acceptance			
Waste Profile	per each		
On-site Charges (Labor costs/person/hour.)			
Level D (base rate, supervisor/technician)	per hour		
Level C (respirator, coveralls, etc.)	per hour		
Level B (SCBA, chemical resistant clothing, etc.)	per hour		
Radioactive Waste Management (if different from base rate)	per hour		
Non-Infectious Biological Wastes (if different from base rate)	per hour		
Overtime rate on-site (indicate minimum number of hours in comments)	per hour		
On-site Vehicle Charges (waste shipments not included)			
On-site vehicle (collection vehicle)	per month		
Secondary On-site vehicle (transit van)	per month		
Forklift supplied/operated/maintained by vendor	Other (specify)		
Additional Services (For items at additional cost, please indicate those costs.)			
On-site stabilization (labor and/or fees; materials and disposal are included as basic services)	per item		
On-site testing of unknowns (labor and/or fees; (materials and disposal costs are at the same rate as quoted in Schedules B , C, and D)	per item		
	per hour		
	other (specify)		
Services for facilities outside Wake County (disposal, materials, and labor are at same rate as local)	mileage		
	per diem		
Quarterly High Hazard Team Site Visit (Main Site)	per Visit		

PRICING SCHEDULE B			
Materials Cost	Open Head Cost	Closed Head Cost	Comments
<u>Steel Drums</u>			
5-gallon			
10-gallon			
30-gallon			
55-gallon			
85-gallon (salvage)			
<u>Poly Drums</u>			
carboys			
2.5-gallon			
5-gallon			
15-gallon			
20-gallon			
30-gallon			
55-gallon			
95-gallon (overpack/salvage)			
<u>Boxes/Fiber Drums</u>			
wood/fiber box, approx. 0.7 cu.ft.			
square fiber box/drum, approx. 2 cu.ft./15 gal.			
square fiber box/drum, approx. 5 cu.ft./30 gal.			
fiber box for PIH materials			
cubic yard boxes			
cubic yard boxes (NH)			
round fiber drum, approx. 20 gallon			
round fiber drum, approx. 30 gallon			
Square 55 gallon fiber box with liner (i.e Questar)			
Square 30 gallon fiber box with liner (i.e Questar)			
Square 10 gallon fiber ox with liner (i.e Questar)			
55 gal LP Box			
Rolloffs			
other (specify)_____			
<u>Fluorescent Lamp Supplies</u>			
Boxes for 4' lamps (indicate how many per box in comments)			
Boxes for 8' lamps (indicate how many per box in comments)			
Other (specify)			
Pallet Boxes			
Pallets			
<u>Absorbents/cushioning materials</u>			
vermiculite (indicate how many cubic feet per bag in comments)			
packing peanuts			
clay/sand (specify type & indicate how many cubic feet or pounds per bag in comments)			
other (specify)			
<u>Overpack fees</u>			
10-gallon			
55-gallon			
85-gallon			
95-gallon			

PRICING SCHEDULE C:	
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[illegible]

All costs include fees and surcharges. Additional fuel surcharges or other fees constitute a price increase and require 180 days' notice.

Item/Container Type	Unit of Measure	Unit Cost (\$)	Comments
carboys	EACH		
2.5 gal. pails	EACH		
5 gal. pails	EACH		
15 gal. drums	EACH		
20 gal. drums	EACH		
30 gal. drums	EACH		
55 gal. drums	EACH		
85/95 gal. drums	EACH		
approx. 0.7 cu.ft. box	EACH		
approx. 2 cu.ft. drum	EACH		
approx. 5 cu.ft. drum	EACH		
Cubic yard boxes	EACH		
Pallets	EACH		
Cylinders	EACH		
Totes up to 330 gal.	EACH		
Rolloffs	EACH		
<u>Fluorescent Lamps</u>			
Box	BOX		
Pallet	PALLET		

SCHEDULE D: WASTE MANAGEMENT FACILITIES	
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Reference Number	Facility Name	Address	EPA ID NO.	Management Method Codes

PRICING SCHEDULE D-1:				
HAZARDOUS, NON-HAZARDOUS, AND UNIVERSAL WASTE DISPOSAL				
Facilities and their management codes are to be listed on the form following Pricing Schedule D. Waste profiles are described in general in Appendix 2.				
Waste	Treatment/Disposal Facility Reference No.	Method Code	Cost per pound (lb)	Cost per drum
LabPacks				
LP--inorganic acid				
LP--aerosols				
LP--caustics				
LP--dioxin & precursors				
LP--non-reg, waste to energy				
LP--liquid fuels				
LP--non-reg liquid fuels				
LP--cyanides				
LP--non-reactive, non-PIH				
LP--non-reg, non-reactive, non-PIH				
LP--mercury inorganic				
LP--mercury organic				
LP--organic peroxides				
LP--flammable solids				
LP--flammable solids & poisons				
LP--PIH				
LP--spontaneously combustible				
LP--alkali/alkaline earth, DWW				
LP--mercury for retort				
LP--landfill, non-reg				
LP--oxidizer				
LP--isocyanates				

PRICING SCHEDULE D-1:				
HAZARDOUS, NON-HAZARDOUS, AND UNIVERSAL WASTE DISPOSAL				
Facilities and their management codes are to be listed on the form following Pricing Schedule D. Waste profiles are described in general in Appendix 2.				
Profiled Waste	Treatment/Disposal Facility Reference No.	Method Code	Cost per pound (lb)	Cost per drum
101				
102				
103				
104				
105				
107				
108				
108B				
110				
116				
117				
118				
119				
120				
121				
124				
126A				
128				
130A				
131				
133				
134				
135				
139				
149				
152				
161				
167				
173				
185				
194				
204				
210				
214				
221				
222				

PRICING SCHEDULE D-2:			
Fluorescent Lamp Recycling/Disposal	per foot	per lamp	Designated Facilities
2' and 3' lamps			
4' lamps			
6' lamps			
8' lamps			
Circular			
U-Bends			
Compact			

PRICING SCHEDULE D-3:					
Cylinders & Additional Items	Facility Reference No.	Lecture (≤ 3" x ≤ 12")	Small (≤ 4" x ≤ 24")	Medium (≤ 12" x ≤ 36")	Large (≤ 16" x ≤ 56")
Define dimensions for small, medium, and large cylinders					
Ammonia					
Argon, Krypton, Neon, Xenon					
Butane					
Calibration Gases (Contains primarily "air" and < 0.1% other gases)					
Carbon Dioxide					
Carbon Monoxide					
Chlorofluorocarbons					
Ethylene					
Helium					
Hydrogen					
Nitrogen					
Oxygen					
Propane					
Boron Tribromide					
2-Methylpropene					
Isobutylene					
Tributylborane					
Octafluorocyclopentene					
Sulfur Hexafluoride					
Dichlorodifluoromethane					
Hydrogen Sulfide					
Hydrogen Bromide					
Methyl Chloride					
Deuterium					
Methanethiol					
Hexafluoropropene					
Titanium Tetrachloride					
Phosphorous Oxychloride					
Nitrous Oxide					
Thin-wall MAPP (hand-held torch)					
Tert-Butylphosphine Device					
NanoChem OMX Device					
Tert-Butylarsine Device					
Ferrocene					
Trimethyl Aluminum					
Diethyl Zinc					
Methyl Magnesium Bromide					
Metal Alkyls & Organometallics					

EXECUTION OF PROPOSAL**RFP #63-KGS1057806**

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ☐ That this proposal was signed by an authorized representative of the firm.
- ☐ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ☐ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ☐ That the potential Contractor has attended the pre proposal conference and is aware of the prevailing conditions associated with performing these services.
- ☐ That the potential Contractor agrees to the conditions as set forth in this Request for Proposals with no exceptions.
- ☐ That the potential Contractor carries the appropriate insurance and will perform background checks on employees as required herein. See items 19 & 31 of General Contract Terms and Conditions attached.
- ☐ That no employee or agent has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
- ☐ That it, and each of its sub-contractors under this contract, 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 G.S. §143-48.5.
- ☐ That this proposal is submitted competitively and without collusion. That none of our 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 that we are not an ineligible supplier as set forth in G.S. 143-59.1. False certification is a Class I Felony.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

Contractor Name:			
Street Address:			
City, State & Zip Code:			
Representative's Name:			
Representative's Title:			
Representative's Email:		Phone#:	
Representative's Signature:		Date:	

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** NC State University uses a third-party eProcurement strategic sourcing provider, Bonfire, for accepting and evaluating proposals digitally. All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. Proposals shall be uploaded to:

<https://ncsu.bonfirehub.com/opportunities/175104>

Request for Proposals (RFP) documents are advertised on the State of North Carolina Electronic Vendor Portal System (eVP) and [Bonfire](#). An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted with the proposal upload. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

For support or technical questions related to your submission, please contact Bonfire at support.bonfire@eunasolutions.com or visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

3. **BONFIRE REQUESTED DOCUMENTATION & INFORMATION:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. In an effort to support the sustainability efforts of the State of North Carolina we are receiving proposals via electronic submission.

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Name	File Type	# of Files	Requirement
Completed NC State University RFP Document	PDF	1	Required
Technical Proposal	PDF	1	Required
Section 7 Cost Proposal Additional Information	PDF	1	Optional
Certificate of Insurance	PDF	1	Required
**Note any required BidTable or Questionnaire (excel): You will need to download the response template(s) and fill these out in accordance with the instruction provided.			

All documents required to complete your submission must be downloaded from the supporting documentation and/or requested information sections of Bonfire. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Each item of Requested Information will only be visible to NC State University after the Closing Time.

4. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
5. **PROPOSAL EVALUATION:** Proposals will be evaluated as outlined herein. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.
6. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and an offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
7. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
8. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
9. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of sixty (60) days from the proposal opening. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **PROPRIETARY INFORMATION:** To the extent permitted by N.C.G.S. §132-1.3 trade secrets which the Contractor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that

section. Cost information is not confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
18. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department 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 purchaser listed on the first page of this document 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.
19. **CONTRACTOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Contractor Link NC allows Contractors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Electronic Vendor Portal System. Online registration and other purchasing information are available on the web site: <http://www.state.nc.us/pandc/>.
20. **RECIPROCAL PREFERENCE:** N.C.G.S. §143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
21. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Contractors shall:
 - a. Assure all features, components and subsystems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFP does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;
 - b. If the Voluntary Product Accessibility Templates (VPAT) (<https://www.itic.org/policy/accessibility/vpat>) are used, they must include compliance checklists for:
 1. Technical Standards;
 2. Function and Performance Criteria; and
 3. Documentation and Support
 - c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

NORTH CAROLINA STATE UNIVERSITY GENERAL CONTRACT TERMS AND CONDITIONS

(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the University.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require a performance bond or other acceptable alternative guarantees from a successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all

existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations. The Contractor may terminate at the beginning of any contract year, only by notification provided in writing to the University a minimum of four (4) months prior to the applicable contract year expiration.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement. The university pays Net 30 days from receipt of a proper invoice.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.

15. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:

1. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
2. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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.

16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies 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 state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; 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.

19. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

1. **Worker's Compensation** - The contractor shall provide and maintain Workers Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
3. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/underinsured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. **AMENDMENTS:** This contract may be amended only by written amendment duly executed by authorized representatives of both the University and the Contractor.
23. **TAXES:** N.C.G.S. §143-59.1 bars the Secretary of Administration from entering into contracts with Contractors if it or its affiliates meet one of the conditions of N.C.G. S. §105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
24. **GENERAL INDEMNITY:** The Contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
25. **OUTSOURCING:** Any Contractor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.

Contractor must give notice to the University of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under a state contract outside of the United States.

26. **PRICING:** All prices offered herein shall be firm against any increases. Requests by the Contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a Contractor's proposed cost increase or canceling the service and seeking proposals from other Contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request. Invoices are paid Net 30 days from receipt of an accurate invoice.

27. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principles" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.

28. **PRIVACY:**

1. **Personal Identifiers:** If University provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. Contractor further certifies that it shall maintain the

confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c) (1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify University with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.

2. **Education Records:** If the University provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. In this instance, University considers Contractor a school official with a legitimate interest under FERPA. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.
29. **AUDITS:** The State or University auditor, or the Joint Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission, may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7 and Session Law 2023-134.
30. **PRESERVATION OF RECORDS:** If the University provides any data to Contractor pursuant to this Agreement then Contractor shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by University, to fulfill the University's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Contractor shall immediately preserve and maintain data (and any generated email correspondence) upon the University's request or upon notice of litigation or audit and further Contractor shall make available all Data University may specify with the time limits required.
31. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Contractor shall, at no additional cost to the University, secure appropriate background checks on all employees, independent contractors, or subcontractor employees to be assigned to any resulting contract. These background checks shall include, at a minimum, the following checks with consideration for current, past, alias and maiden names:
 - Nationwide Federal Criminal search
 - National Sex Offender Registry search

- North Carolina Statewide Criminal search
- Criminal searches in all counties of residence outside the state of North Carolina in the past seven (7) years, except in cases when the individual has resided in the New York boroughs of Kings, Queens, New York, Nassau, Richmond, or Bronx, in which case a New York Statewide Criminal Search is required
- Skip Trace, Residency history, or other Social Security Number-based search (to ensure validity and correct matching)

The Contractor shall align its hiring decisions to support the University's ongoing effort to maintain a safe, drug-free environment for students, faculty, staff and visitors.

These background checks shall be maintained by the Contractor and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. The University may withhold consent of any of Contractor's personnel to be placed on a University assignment at its sole discretion. The Contractor shall immediately (same day as notification) remove any employee or representative from University property if deemed by the University to be unfit for any reason.