



STATE OF NORTH CAROLINA

Central Piedmont Community College

**Request for Proposal #
88-250003-BO**

Hazardous Waste Disposal Services

Date of Issue: August 22, 2025

Proposal Opening Date: September 16, 2025

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Bonnie Ogden

Senior Buyer

Email: bonnie.ogden@cpcc.edu

Phone: 704-330-6515



STATE OF NORTH CAROLINA

Request for Proposal

88-250003-BO

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA Central Piedmont Community College

Refer <u>ALL</u> Inquiries regarding this RFP to: Bonnie Ogden bonnie.ogden@cpcc.edu 704-330-6515	Request for Proposal #: 88-250003-BO Proposals Due: September 16, 2025 at 2:00 PM ET Public Opening will be held September 16, 2025 at 2:15 PM ET
Using Agency: Central Piedmont Community College	Commodity No. and Description: 761219 Hazardous Waste Disposal

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

Proposal Number: 88-250003-BO

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty 90 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Central Piedmont Community College)

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1.0 PURPOSE AND BACKGROUND

Central Piedmont Community College (Central Piedmont) is seeking proposals from qualified companies to provide hazardous waste management services to include the collection, packaging, storage, recycling, transportation, treatment, and/or disposal of hazardous waste materials. This service is required to ensure compliance with all applicable laws and regulations and to be provided in a manner that is beneficial to the community and environment. This service is critical for the college to maintain health and safety of students, faculty and staff.

The intent of this solicitation is to award an Agency Specific Contract. The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or

inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	August 22, 2025
Submit Written Questions	Vendor	August 29, 2025 by
Provide Response to Questions	State	September 3, 2025
Submit Proposals	Vendor	September 16, 2025 2:00 PM ET
Bid Opening	State	September 16, 2025 2:15 PM ET Join the meeting now Meeting ID: 252 646 425 063 3 Passcode: LX6rf7M5 Dial in by phone <u>+1 929-346-6957, 813485188#</u> United States, New York City Phone conference ID: 813 485 188#
Contract Award	State	TBD

2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to bonnie.ogden@cpcc.edu by the date and time specified above. Vendors should enter “RFP #88-240003-BO: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

2.6 PROPOSAL SUBMITTAL

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

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

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

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

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

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

2.7 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor Proposal addressing all Specifications of this RFP (Section 4.10 Questions and Requests to Vendors, 5.2 Requirements, 5.5 Technical Approach).
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE PROPOSALS

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

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **CFR:** Code of Federal Regulations
- b) **DOT:** Department of Transportation.
- c) **DOT HAZARDOUS MATERIALS CERTIFICATION OF REGISTRATION:** A formal document issued by the PHMSA that certifies that a company is registered to transport or offer hazardous materials for transport in commerce, as required by federal regulations
- d) **EPA:** Environmental Protection Agency
- e) **EPA HAZARDOUS WASTE MANAGEMENT METHOD CODES:** Alphanumeric identifiers that specify how hazardous waste is processed, stored, or disposed
- f) **GENERATOR AGENT AUTHORIZATION:** An agreement authorizing a vendor to sign regulatory waste documents on behalf of the generator
- g) **HAZMAAT:** Hazardous Materials
- h) **LDR:** Land Disposal Restrictions
- i) **LAB PACK:** The collection and packaging of small quantities of compatible hazardous materials for disposal
- j) **MANIFEST:** The shipping document used to track hazardous waste from the point of generation to final disposal
- k) **MSDS:** Material Safety Data Sheet (now commonly referred to as SDS)
- l) **OSHA:** Occupational Safety and Health Administration
- m) **PHMSA:** Pipeline and Hazardous Materials Safety Administration
- n) **RCRA:** Resource Conservation and Recovery Act
- o) **SDS:** Safety Data Sheet
- p) **TCLP:** Toxicity Characteristic Leaching Procedure
- q) **VERY SMALL QUANTITY GENERATOR (VSQG):** As defined by 40 CFR 262.14, a generator of hazardous waste that meets specific criteria and is subject to reduced regulatory requirements

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing

that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach (Section 5.5)
2. Vendor response to Vendor Questions and Requests (Section 4.10, Questions and Requests to Vendors, 1 through 26)
3. Pricing (Attachment A)
4. Vendor Experience (References if the college chooses to contact)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 INVOICES

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

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address:
Central Piedmont Accounts Payable
P.O. Box 35009
Charlotte, NC 28235
- c) Invoices must be submitted in hard copy on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- d) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- e) Invoices must include Vendor's billing address along with an itemized breakdown by site and waste stream, labor hours by staff category, matching manifest numbers for each line item, and an electronic copy of all backup documentation.
- f) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered to align with the signed manifest, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience personnel to be assigned to this project.

4.6 REFERENCES

Vendor shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. For any Vendor proposal the Evaluation Committee deems a top contender, the college reserves the right to contact the Vendor references. If the college contacts Vendor references to determine whether

the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory, the information obtained may be considered in the evaluation of Vendor's proposal.

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

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

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

4.9 VENDOR'S REPRESENTATIONS

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

4.10 QUESTIONS AND REQUESTS TO VENDORS

Vendor shall respond to each of the following questions and requests. Responses should be clearly marked with the number to which the response corresponds. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. Describe your typical crew composition per campus (e.g., chemist, driver, lab pack technician), including the training and continuing education provided to ensure compliance with hazardous waste regulations.
2. Do you provide an online portal for customers? If yes, describe its features, including real-time tracking, manifest access, pickup requests, invoice history, and summary reporting.
3. Do you own the disposal site(s) used for waste collected from Central Piedmont? If not, identify the site owners.
4. List all disposal sites you use, including their locations.
5. What types of materials are handled at each site?
6. How are your disposal facilities maintained and inspected to ensure regulatory compliance?
7. What documentation do you provide to verify legal and proper disposal of waste?
8. What is your primary method for disposing of hazardous waste?

9. Do you have a program to recycle collected materials? If yes, describe which materials are recycled and how the program operates.
10. What is your typical turnaround time between pickup and final disposal?
11. How do you handle unknown or unidentified waste materials?
12. How would your crew respond to a spill that occurs during pickup at a customer site?
13. Have you experienced any spills in the last three years during transportation or at your facility? If yes, list each occurrence and describe how it was handled.
14. Have you been involved in any litigation related to spills, mishandling, or regulatory violations? If yes, explain.
15. Provide a list of all hazardous waste types your company is licensed and permitted to transport and dispose of.
16. List any materials your company is not licensed or permitted to handle.
17. Provide a copy of your DOT Hazardous Materials Certification of Registration.
18. Who assumes liability for waste materials once picked up from Central Piedmont campuses?
19. Is there a minimum pickup charge? If yes, specify the amount and conditions.
20. Do you offer cost-saving recommendations to customers? If yes, provide an example.
21. Are cost-saving recommendations provided after each pickup?
22. What is your process for ensuring manifest accuracy and regulatory compliance?
23. How do you handle changes or additions to waste streams during the contract period?
24. Describe your emergency response capabilities, including response timeframes and applicable fees.
25. If you use subcontractors, how do you ensure their compliance with training, safety, and regulatory requirements?
26. Do you provide a dedicated contract manager or account representative? If so, describe their role and availability.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Before entering into a contract with the college, a vendor must meet the college’s Certificate of Insurance requirements. The college may, on a case-by-case basis, determine that certain insurance requirements may be adjusted. Prior to award of a contract, the college must be listed as an additional insurer and certificate holder. The insurance requirements set forth in the North Carolina General Terms and Conditions, *Insurance* paragraph, are minimal requirements. Central Piedmont’s Certificate of Insurance requirements are included at ATTACHMENT H.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Central Piedmont is seeking proposals from qualified companies to provide hazardous waste management services to include the collection, packaging, storage, recycling, transportation, treatment, and/or disposal of hazardous waste materials. This service is required to be in compliance with all applicable laws and regulations and in a manner that is beneficial to the community and environment.

The college has six (6) campus locations at the below-listed addresses that are registered with North Carolina Department of Environmental Quality as Very Small Quantity Generators (VSQGs) relative to hazardous waste. The registered addresses, presented alphabetically, are as follows:

Campus	Address
Cato	8120 Grier Road, Charlotte, NC 28215
Central	1325 East 7 th Street, Charlotte, NC 28204
Harper	315 West Hebron Street, Charlotte, NC 28273
Harris	3210 CPCC Harris Campus Drive, Charlotte, NC 28208
Levine	2800 Campus Ridge Road, Charlotte, NC 28105
Merancas	11920 Verhoeff Drive, Huntersville, NC 28078

Campus Maps are located at <https://www.cpcc.edu/locations>

GENERATOR AGENT AUTHORIZATION

The college requires that the awarded Vendor be authorized to sign, as agent for Central Piedmont Community College, all required hazardous waste manifests, land disposal restriction notices, bills of lading, profiles, and any other waste management documentation for wastes handled under this contract.

The awarded vendor shall execute a Generator Agent Authorization Agreement with Central Piedmont Community College within ten (10) business days of contract award. The Generator Agent Agreement must be signed by an authorized representative for the Vendor and must be kept on file for regulatory compliance.

The authorization does not relieve the college of generator responsibilities under 40 CFR and applicable North Carolina Department of Environmental Quality regulations.

ADDITIONAL INFORMATION

- a) There has been no emergency response in the last two (2) years.
- b) Pickups may be scheduled as much as three (3) weeks in advance.
- c) Semi-annual removals for the outlying campuses are preferred to be in July and December (no classes).
- d) Universal waste is not a part of this bid.
- e) No infectious waste / biohazard waste / regulated medical waste is part of this bid.
- f) Bid is for standard pickup. Any emergency responses would be billed separately based on the type of spill or release.
- g) Central Piedmont reserves the right to add or remove hazardous waste streams as they may arise. If this should occur, vendor will be notified of the new waste stream to provide pricing, pickup, etc. This may result in an amendment to the awarded contract.
- h) The submission of a proposal for the services requested in this RFP shall be considered a representation that the vendor is familiar with all Federal, State, and Local laws, ordinances, rules, and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding will be considered on account of ignorance thereof.
- i) Any contracts required based on Federal, State, or Local laws MUST be included in the proposal when submitted. Central Piedmont will not review or consider any additional terms and conditions provided by bidder that are not mandated by law.
- j) Throughout the term of this contract and any additional renewals, this contract shall be considered an agency-specific convenience contract wherein there shall be no mandatory minimum or maximum orders. All requests for service shall be invoiced according to actual removal and disposal services provided at the unit cost quoted herein.

5.2 REQUIREMENTS

The specific requirements the college is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Requirements to be considered for award unless a specific exception is made by the college because it is deemed to be in the best interest of the state.

VENDOR’S RESPONSE

Item #	Requirement	Product/Service Offered Meets Requirement
1	Vendor provides lab pack services.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Vendor has a fleet of trucks sufficient to meet the requirements for each campus as detailed in this RFP.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Vendor is familiar with and abides by all Federal, State, and Local laws, ordinances, rules, and regulations which affect these services.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Contracts required based on Federal, State, or Local laws have been included in this bid. Contracts that must be included are those specifically required by Federal, State, or Local law to enable legal transport, disposal, or manifesting of regulated waste.	<input type="checkbox"/> YES <input type="checkbox"/> NO

5	Pickups for all campuses will be done in complete compliance with all current EPA, DOT, and OSHA regulations and standards.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Trucks will have the necessary DOT placards on all four sides.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	All drivers/handlers will have the required RCRA/DOT training.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Central Piedmont’s hazardous waste will only be transported to permitted storage/disposal facilities in good standing with EPA.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Disposal is to be within the continental United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	All disposals must meet the EPA requirements and adhere to all local, state, and federal requirements.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Response time for disposal of waste shall be within the period required by law.	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	Manifests will be promptly USPS-mailed and/or e-mailed to Central Piedmont’s Environmental Health & Safety Department.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Vendor shall respond to regular service requests within 72 hours after contact by Central Piedmont.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Vendor shall respond to emergency service requests and hazardous waste spills within two (2) hours after contact by Central Piedmont.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Vendor shall respond within two (2) weeks for service requests for processing any unknown materials. <i>Note: Failure to meet these response times may result in service credits, administrative fees, or termination for cause at the college’s discretion.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Vendor has completed the Generator Agent Authorization letter. The letter is provided with Vendor’s bid.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Vendor shall provide Central Piedmont Community College with secure, continuous online access to a customer portal that includes, at a minimum: <ul style="list-style-type: none"> • Real-time tracking of all scheduled and completed pickups. • Downloadable shipment summaries and manifests, with manifest numbers and disposal site details. • Historical data and summary reports by site and date range. • Invoicing and payment status information for all services rendered. • A user-friendly interface accessible by authorized Central Piedmont staff at any time. 	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.3 TASKS/DELIVERABLES

Vendor must perform pickups per college location as described in the following:

CATO CAMPUS:

The pickup location is at the south end of building Cato 1, where the science labs are located. The truck making the pickup must be under 40’ long to access the small parking area near the south entrance to Cato 1 (off Harris Blvd). The truck must have a rear

lift and a hand truck, as the hazardous waste will not be on pallets. The waste streams for Cato Campus include diluted acids and bases from chemistry lab experiments (no U- or P-listed hazardous waste). The total amount of hazardous waste being generated each month will be under 220 pounds (lbs.), with an average amount under 50lb per month. The yearly average may be as high as 2,200lbs., but the total for the year will more likely be under 600lbs.

Pickup Frequency: Semi-annual to annual. The college will call to request these pickups. Lab pack services will be needed.

2023 Shipment Summary for a total of one (1) shipment

Count of Profiles	Weight (lbs.)	# of Containers
Hazardous Waste - 5	161	6
Non-Hazardous Waste - 2	84	2
Universal Waste - 0	2	0
Totals - 7	247	8

HAZARDOUS WASTE DETAILS

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
ZI	INCOMING LAB PACKS SUITABLE FOR INCINERA	H141	36	2
ZA	LAB PACK QUANTITIES OF INORGANIC ACIDS	H141	70	1
ZF	LAB PACK QUANTITIES OF FUELS	H061	24	1
ZN	LAB PACK QUANTITIES OF SOLID FUELS	H061	11	1
ZX1	INORGANIC OXIDIZERS FROM REPRESENTED GEN	H141	20	1

NON-HAZARDOUS WASTE DETAILS

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
ZS	LABPACK NON RCRA/NON DOT	NA	14	1
ZIH	LAB PACK QUANTITIES OF LOW BTU MATERIALS	NA	70	1

CENTRAL CAMPUS:

The pickup location for Central Campus is behind the Central High (CH) Building at 1141 Elizabeth Avenue. The truck making the pickup must be under 40’ long to access the narrow, often congested area.

2024 Shipment Summary for a total of two (2) shipments

Count of Profiles	Weight (lbs.)	# of Containers
Hazardous Waste - 12	1,779.998	33
Non-Hazardous Waste - 3	425	5
Universal Waste - 0	0	0
Totals - 15	2,204.998	38

2023 Shipment Summary for a total of four (4) shipments

Count of Profiles	Weight (lbs.)	# of Containers
Hazardous Waste - 8	1,711	31
Non-Hazardous Waste - 9	3,516.998	23
Universal Waste - 0	0	0
Totals - 17	5,227.998	54

HAZARDOUS WASTE DETAILS

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
CZH	HANDHELD PROPANE CYLINDERS WITH NON-RCRA	-	5	1
ZI	INCOMING LAB PACKS SUITABLE FOR INCINERATION	H141	344	7
ZA	LAB PACK QUANTITIES OF INORGANIC ACIDS	H141	365	3
ZC	INORGANIC/ORGANIC ALKALINE LABPACKS FOR	H141	88	2
ZF	LAB PACK QUANTITIES OF FUELS	H061	542	3
ZAF	LAB PACK OF AEROSOLS	H141	13	1
ZX3	INORGANIC CHLORINATED OXIDIZERS FROM REP	H141	12	1
ZN	LAB PACK QUANTITIES OF SOLID FUELS	H061	119	2
ZX1	INORGANIC OXIDIZERS FROM REPRESENTED GEN	H141	236	5
CZ1	CYLINDERS FROM REPRESENTED GENERATOR	H141	4.998	3
ZP1	LAB PACKS OF INHALATION HAZARDS	H141	40	4
ZP	INBOUND LAB PACK FROM REPRESENTED GENERATOR	H141	11	1

NON-HAZARDOUS WASTE DETAILS

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
ZS	LABPACK NON RCRA/NON DOT	NA	293	2
ZUH	LAB PACK QUANTITIES OF LOW BTU MATERIALS	NA / H141	89 / 33	2

ZP2	REACTIVE LAB PACK MATERIAL	H141	10	1
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HARPER CAMPUS:

The pickup location for Harper Campus will be in the courtyard. The truck making the pickup must be under 30’ long to negotiate the parking lot. The truck will need a rear lift and a hand truck, as the hazardous waste will not be on pallets. The waste streams for Harper Campus include old aerosol spray cans, used compressor oil, discarded compressed gas cylinders, old industrial lubricants, spent hydraulic fluid, and used motor oil (no U- or P-listed hazardous waste). The total amount of hazardous waste being generated each month will be under 220 pounds (lbs.), with an average amount under 50lb per month. The yearly average may be as high as 2,200lbs., but most likely will be under 600lbs. for the whole year.

Pickup Frequency: Semi-annual to annual; The college will call to request these pickups. Lab pack services will sometimes be needed. There is no historical data for this campus since the college has not required a pickup to date. However, the college expects to have pickups for this campus going forward.

HARRIS CAMPUS:

No current hazardous waste service removal services are needed at Harris Campus.

LEVINE CAMPUS:

The pickup location will be the front of Levine 1 (the hazardous waste accumulation area is on the 3rd floor). The truck making the pickup should be under 40’ long to navigate the parking lot. The truck will need a rear lift and a hand truck, as the hazardous waste will not be on pallets.

2024 Shipment Summary for a total of two (2) shipments

Count of Profiles	Weight (lbs.)	# of Containers
Hazardous Waste - 8	487	16
Non-Hazardous Waste - 4	138	7
Universal Waste - 0	0	0
Totals - 12	625	23

2023 Shipment Summary for a total of two (2) shipments

Count of Profiles	Weight (lbs.)	# of Containers
Hazardous Waste - 7	490	13
Non-Hazardous Waste - 3	110	5
Universal Waste - 0	0	0
Totals - 10	600	18

HAZARDOUS WASTE DETAILS

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
ZI	INCOMING LAB PACKS SUITABLE FOR INCINERATION	H141	70	5
ZA	LAB PACK QUANTITIES OF INORGANIC ACIDS	H141	101	2

ZT	INCOMING LABPACK SUITABLE FOR TREATMENT	H141	24	1
CPCC-006	5% Sulfuric Acid	H110	70	1
ZF	LAB PACK QUANTITIES OF FUELS	H061	149	2
ZX1	INORGANIC OXIDIZERS FROM REPRESENTED GEN	H141	48	3
ZC	INORGANIC/ORGANIC ALKALINE LABPACKS	H141	14	1
ZN	LAB PACK QUANTITIES OF SOLID FUELS	H061	11	1

NON-HAZARDOUS WASTE

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
ZS	LABPACK NON RCRA/NON DOT	NA	83	2
ZP2	REACTIVE LAB PACK MATERIAL	H141	22	2
ZTH	LAB PACK QUANTITIES OF LOW BTU MATERIALS	H141	11	1
ZPH	LAB PACK QUANTITIES OF INCINERABLE H H W	NA	22	2

MERANCAS CAMPUS:

The pickup location will be the rear of the Transport Systems (TS) Building. The truck making the pickup should be under 40' long to navigate the tight, gated area. The truck will need a rear lift and a hand truck, as the hazardous waste will not be on pallets.

2023 Shipment Summary for a total of two (2) shipments

Count of Profiles	Weight (lbs.)	# of Containers
Hazardous Waste - 6	1,191	7
Non-Hazardous Waste - 1	48	1
Universal Waste - 0	0	0
Totals - 7	1,239	8

HAZARDOUS WASTE

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
CPCC-005	Mixed Solvents	H061	660	2
CPCC-004	Premium Wash Thinner	H061	440	1
ZI	INCOMING LAB PACKS SUITABLE FOR INCINERATION	H141	12	1

ZA	LAB PACK QUANTITIES OF INORGANIC ACIDS	H141	45	1
ZC	INORGANIC/ORGANIC ALKALINE LABPACKS FOR	H141	22	1
ZF	LAB PACK QUANTITIES OF FUELS	H061	12	1

NON-HAZARDOUS WASTE

Generator Profile #	Generator Profile Name	Management Method	Weight (lbs.)	# of Containers
1000450225	ZEP ORIGINAL ORANGE	NA	48	1

5.4 PROJECT ORGANIZATION

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

5.5 TECHNICAL APPROACH

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

6.2 CONTINUOUS IMPROVEMENT

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

6.3 PERIODIC SIMI-ANNUAL STATUS REPORTS

The Vendor shall be required to provide the college with a semi-annual summary report. This report shall include, at a minimum, information concerning of all materials removed, the associated quantities for each site, disposal method, disposal site, and proof of disposal. Vendor shall provide a specific list of contents for each package, drum, or container that is picked up for disposal and include the source of generation. The EPA permitted disposal site must be within the continental United States.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the college. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.4 ACCEPTANCE OF WORK

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

Acceptance of Vendor’s work product shall be based on the following criteria:

Removal of hazardous and non-hazardous waste materials in compliance with all applicable laws and regulations and per the specifications of the RFP.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

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

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

6.7 CONTRACT CHANGES

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

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS A, D, E, F, and G WITH YOUR RESPONSE per the instructions in this RFP. FOLLOW THE LINKS OR UTILIZE THE URL TO ACCESS EACH LINKED ATTACHMENT

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP, which can be found below. Vendor must provide ALL potentially invoiced costs in the tables below. Expenses, materials, labor, fees, etc., not appearing in Vendor’s response will not be paid. Costs that are not included in the per-unit cost of waste disposal must be listed separately so that invoices can be directly matched to Vendor’s response.

Instructions for completing ATTACHMENT A: PRICING

Please provide a cost summary based on the data/information provided in Section 5.3.

If listing “Other costs” not directly related to each line item below, a detailed explanation of such costs must be provided. The explanation should include when and how these charges may be applied.

If there is no charge for an item, note “\$0” or “n/c” in the column.

Do NOT list any costs in any other section of your response with the exception of cost-related questions in Section 4.10.

Costs related to normal pick up and disposal that are not noted in ATTACHMENT A: PRICING, will not be considered or paid by Central Piedmont if invoiced.

Itemized labor costs by position (e.g., field chemist, lab pack crew, driver, etc.) per hour.

Total offer cost should be calculated as the sum of the total cost of **one (1)** of each type being quoted, excluding taxes, but this contract shall be considered an agency-specific convenience contract wherein there shall be no mandatory minimum or maximum orders. All requests for service shall be invoiced according to actual removal and disposal services provided at the unit cost quoted herein

LABOR COSTS:

#	Position Type/Title	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		

10		
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Total Labor Costs (1 hour of each type): _____

TRANSPORTATION COSTS: Vendor to initial appropriate line & respond further as necessary.

Fuel surcharge is _____ per _____.
 (e.g., \$X per unit of waste removed, \$X per trip, 5% per invoice, etc.)

_____ OR _____

Transportation costs are included in the per-unit waste fee (described in the table below) and are not invoiced separately.

MINIMUM CHARGES: Vendor to initial appropriate line & respond further as necessary.

Minimum charge is _____ per _____.
 (e.g., \$X per trip, \$X per month, etc.)

_____ OR _____

There are no minimum charges.

DISPOSAL COSTS PER WASTE STREAM TYPE AND UNIT SIZE (No U- or P-listed Hazardous Waste):

For clarification, this table should include all costs included in the invoiced per-unit charge – costs that are charged or invoiced separately should not be included in the per-unit cost. This table will be used for bid cost evaluation purposes.

#	Campus	Waste Stream	Unit of Measure	Disposal fee	Any other per-unit cost	Total Cost per Unit	Comments – must define “other” per-unit costs
1	Cato	Lab Pack: Diluted Organic Acids from Chemistry Labs	5-gal pail				
2	Cato	Lab Pack: Diluted Inorganic Acids from Chemistry Labs	5-gal pail				
3	Cato	Lab Pack: Diluted Bases from Chemistry Labs	5-gal pail				
4	Central	Oil-based Paint	5-gal can				
5	Central	Paint Thinner	5-gal pail				
6	Central	Used Oil (NonHaz)	15-gal drum				
7	Central	Used Oil (NonHaz)	55-gal drum				

#	Campus	Waste Stream	Unit of Measure	Disposal fee	Any other per-unit cost	Total Cost per Unit	Comments – must define “other” per-unit costs
8	Central	Lab Pack: Diluted Organic Acids from Chemistry Labs	5-gal pail				
9	Central	Lab Pack: Diluted Organic Acids from Chemistry Labs	15-gal drum				
10	Central	Lab Pack: Diluted Inorganic Acids from Chemistry Labs	5-gal pail				
11	Central	Lab Pack: Diluted Inorganic Acids from Chemistry Labs	15-gal drum				
12	Central	Lab Pack: Diluted Bases from Chemistry Labs	5-gal pail				
13	Central	Lab Pack: Diluted Bases from Chemistry Labs	15-gal drum				
14	Central	Bad Gasoline (water present)	5-gal pail				
15	Central	Inert absorbent material saturated with Gasoline	5-gal pail				
16	Central	Carosafe anatomy preservative (NonHaz)	15-gal drum				
17	Central	Lead [Pb] foil from Dentistry Labs	1-gal pail				
18	Central	Embalming fluid used in Anatomy Labs	15-gal drum				
19	Central	Cimcool metalworking fluid (NonHaz)	55-gal drum				
20	Central	Amalgam from Dental Labs	1-gal pail				
21	Central	Halogenated Solvents from Chemistry Labs	15-gal drum				
22	Central	Non-halogenated Solvents from Chemistry Labs	15-gal drum				
23	Central	Halogenated Dichloromethane from Chemistry Labs	15-gal drum				
24	Central	Turpenoid from Oil Painting Labs	5-gal pail				
25	Central	BioShield used in Anatomy Lab Dissections	15-gal drum				

#	Campus	Waste Stream	Unit of Measure	Disposal fee	Any other per-unit cost	Total Cost per Unit	Comments – must define “other” per-unit costs
26	Central	Ethyl Alcohol	5-gal pail				
27	Central	Methyl Alcohol	5-gal pail				
28	Central	Aerosol Spray Cans	5-gal pail				
29	Central	Mercury [Hg] (encapsulated) from various labs	1-pound				
30	Central	Astro-Cut-C machining fluid (NonHaz)	55-gal drum				
31	Central	Bad Diesel Fuel (water present)	55-gal drum				
32	Harper	Aerosol Spray Cans	5-gal pail				
33	Harper	Used Compressor Oil	5-gal pail				
34	Harper	Discarded Compressed Gas Cylinders	57" tall/each				
35	Harper	Old Industrial Lubricants	5-gal pail				
36	Harper	Spent Hydraulic Fluid	5-gal pail				
37	Harper	Used Motor Oil	5-gal pail				
38	Harris	Heavy metals, but not Mercury	5-gal pail				
39	Harris	Dental amalgam	5-gal pail				
40	Harris	Hydraulic fluid	5-gal pail				
41	Levine	Lab Pack: Diluted Organic Acids from Chemistry Labs	5-gal pail				
42	Levine	Lab Pack: Diluted Inorganic Acids from Chemistry Labs	5-gal pail				
43	Levine	Lab Pack: Diluted Bases from Chemistry Labs	5-gal pail				
44	Merancas	Used Oil (NonHaz)	55-gal drum				
45	Merancas	Used Coolant / Antifreeze (NonHaz)	55-gal drum				

#	Campus	Waste Stream	Unit of Measure	Disposal fee	Any other per-unit cost	Total Cost per Unit	Comments – must define “other” per-unit costs
46	Merancas	Aerosol Spray Cans	5-gal pail				
47	Merancas	Automotive Paint with Toulene	1-gal pail				
48	Merancas	Automotive Paint with Toulene	5-gal pail				
49	Merancas	Automotive Paint with Toulene	55-gal drum				
50	Merancas	Automotive Paint Thinner	55-gal drum				
51	Merancas	Bad Diesel Fuel (water present)	5-gal drum				
52	Merancas	Bad Diesel Fuel (water present)	55-gal drum				
53	Merancas	Bad Gasoline (water present)	5-gal pail				
54	Merancas	Bad Gasoline (water present)	15-gal drum				

Total disposal costs (calculated at 1 unit of each material type): \$

EMERGENCY RESPONSE DETAIL & COST:

#	Description of Cost/Fee	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		

10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Total Emergency Response Cost \$ _____

ALL OTHER INVOICEABLE COSTS/FEEES:

These costs/fees may include EPA Manifest Fees, surcharges, supplies not included in the per-unit rate in the table above. Create additional lines as necessary. Please X or N/A any unused lines as your affirmative response that you have fully listed all costs.

#	Description of Cost/Fee	When Applied (i.e., per invoice/unit/etc.)	Cost
1			
2			
3			
4			
5			
6			
7			

8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Total Other Invoiceable Cost/Fees \$ _____

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:
<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:
<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:
<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

ATTACHMENT H: CERTIFICATE OF INSURANCE REQUIREMENTS

Insurance Requirements		
Commercial General Liability (CGL) – (occurrence form) coverage not less than:	\$3,000,000	General Aggregate*
	\$3,000,000	Products and Completed Operations Aggregate
	\$1,000,000	Each Occurrence
	*Including contractual liability, waiver of subrogation, primary & non-contributory.	
	Schedule of Endorsements must be provided	
	GL Policy Number must be listed	
Automobile Liability – Required for all Owned Autos or must provide ‘Hired & Non-Owned Auto’ coverage:	\$1,000,000	Combined Single
	Limit*OR	
	\$1,000,000	Bodily Injury per Accident
	\$1,000,000	Bodily Injury per Person
	\$1,000,000	Property Damage
	*Including waiver of subrogation in favor of Central Piedmont Community College	

<p><u>Umbrella Liability</u> – Additional coverage that can be combined to meet requirements</p>	<p>\$10,000,000 Per occurrence \$10,000,000 Aggregate</p>
<p><u>Workers’ Compensation</u></p>	<p>State Statutory Limits* Employer Liability \$500,000 Each Accident* \$500,000 Disease Policy Limit \$500,000 Disease Each Employee *Including waiver of subrogation in favor of Central Piedmont Community College</p>
<p><u>Additional Insured</u> – Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of <u>Ongoing Operations and Completed Operations</u> for the additional insured)</p>	<p>– Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry. – Waiver of Subrogation on all policies in favor of Central Piedmont Community College – Make subcontractor’s insurance primary</p>
<p><u>Professional Liability (Errors and Omissions)</u> –if professional services are being provided</p>	<p>\$1,000,000 Per Occurrence / \$5,000,000 Aggregate</p>
<p><u>Cyber Liability</u></p>	<p>\$5,000,000 Per Occurrence *Including information security & privacy liability</p>

- 1) Central Piedmont Community College needs to be listed as the **Additional Insured**:
 - a. Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of *Ongoing Operations and Completed Operations* for the additional insured)
 - Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry
 - Waiver of Subrogation on all policies in favor of Central Piedmont Community College
 - Make subcontractor’s insurance primary
- 2) Central Piedmont Community College needs to be listed as the **Certificate Holder**:

Central Piedmont Community College
ATTN: ENTERPRISE RISK MANAGEMENT
PO Box 35009
Charlotte, NC 28235
Mailing address: PO Box 35009, Charlotte NC 28235-5009
Physical address: 1425 Elizabeth Avenue, Charlotte, NC 28204
- 3) Central Piedmont Community College requires a COI which shows **General Liability, Workers’ Compensation, Automobile Liability** and **Umbrella Liability** coverages.
(The minimum coverages accepted are listed for each.)
 - a. Enterprise Risk Management *may* opt to waive the requirements for Automobile Liability or the Workers’ Compensation—depending on the scope and scale of the job or event.
 - b. Enterprise Risk Management *may* opt to waive the requirements for Umbrella Liability in addition to the GL—depending on the GL coverage as well as the scope and scale of the job or event.
- 4) Carrier and effective/expiration date must be shown on all coverages listed on COI.
- 5) If a service is being rendered, Enterprise Risk Management will need to see proof of **Professional Liability**.
- 6) If the service being rendered involves waste removal of any kind, Enterprise Risk Management needs to see **Pollution Liability** as well as **Transportation Liability**.
- 7) If any products and/or services related to information technology (including hardware and/or software) are provided to Central Piedmont Community College, **Cyber Liability** will be required. Additionally, network security liability arising from the unauthorized access to, use of, or tampering

with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

- 8) There may be instances where Enterprise Risk Management will require additional insurance and/or coverages based on the service(s) provided.

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