



**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**Invitation for Bid #: 10-IFB-1354126532-PLK**

**ENVIRONMENTAL WASTE REMOVAL SERVICE**

**Date of Issue: November 18, 2024**

**Bid Opening Date: December 20, 2024**

**At 2:00PM ET**

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

**Patsy Kinney**

**Procurement Specialist II**

# STATE OF NORTH CAROLINA

## Invitation for Bid #

**10-IFB-1354126532-PLK**

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For internal State agency processing, including tabulation of bids, 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 bid.  
Failure to do so may subject your bid to rejection.**

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Vendor Name

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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

### Department of Agriculture and Consumer Services

|  |   |
|--|---|
| Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.7 for details:<br>Patsy Kinney | Invitation for Bid #: 10-IFB-1354126532-PLK                         |
|  | Bids will be publicly opened: December 20, 2024, at 2:00 pm ET      |
| Using Agency: NCDAC&CS-ASC   | Commodity No. and Description: 771115-Environmental Safety Services |
| Requisition No.: RQ146444  |   |

**EXECUTION**

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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-Vendors for any Contract awarded as a result of this IFB, 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 IFB, 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 bid, 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 Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids 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:             |

Bid Number: **10-IFB-1354126532-PLK**

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

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

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, 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 NCDAC&CS)**

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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Department of Agriculture and Consumer Services is seeking a qualified vendor to provide all materials, supplies, equipment and labor to inventory, package, label, manifest, transport and properly and legally dispose of at an EPA permitted facility, all pesticides, laboratory chemicals, industrial and other wastes RCRA and non-RCRA from any of the North Carolina Department of Agriculture and Consumer Services facilities listed in this IFB.

The vendor must own and operate an EPA RCRA Permitted Part B Treatment Storage Disposal Facility (TSDF).

Waste solvents and fuel mixtures are generated at NCDA&CS laboratories throughout the year. These wastes are collected by the vendor approximately four times per year.

The intent of this solicitation is to award an Agency Specific 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 thirty (30) 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.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. 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/>.

#### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING IFB 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 IFB 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 IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purport to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid 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 IFB 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 during negotiations 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 bid as nonresponsive.**

## 2.4 IFB SCHEDULE

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

| Event                           | Responsibility | Date and Time  |
|---------------------------------|----------------|--|
| Issue IFB                       | State          | November 18, 2024  |
| Hold Pre-Bid Meeting/Site Visit | State          | December 6, 2024, at 10:00 am ET   |
| Submit Written Questions        | Vendor         | December 11, 2024, by 3:00 pm ET   |
| Provide Response to Questions   | State          | December 16, 2024  |
| Submit Bids                     | Vendor         | December 20, 2024, at 2:00 pm ET<br><a href="#">Join the meeting now</a><br>Meeting ID: 233 821 261 048<br>Passcode: rC6sZ36c  |
|                                 |                | <b>Dial in by phone</b><br><a href="#">+1 984-204-1487,,824981053#</a> United States, Raleigh<br><a href="#">Find a local number</a><br>Phone conference ID: 824 981 053#<br><b>Join on a video conferencing device</b><br>Tenant key: ncgov@m.webex.com<br>Video ID: 113 709 238 4<br><a href="#">More info</a> |
| Contract Award                  | State          | TBD  |

## 2.5 SITE VISIT

### Mandatory

Date: December 6, 2024  
 Time: 10:00 am Eastern Time  
 Location: Steve Troxler Agriculture Science Center  
 4400 Reedy Creek Road  
 Raleigh, NC 27607  
 A206 Training Room  
 Contact #: Brenda Jackson (984)236-4512



**Instructions:** It shall be MANDATORY that a representative from each Vendor be present for a pre-bid site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

**FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.**

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

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

## **2.6 BID QUESTIONS**

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 10-IFB-1354126532-PLK Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

## **2.7 BID 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 bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### **Tips for Using the Sourcing Tool**

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.

2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

## 2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (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 Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT I: HAZARDOUS WASTE FACILITIES INFORMATION FORM

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s)

addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

## **2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

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

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

**ASC:** Agriculture Sciences Center

## **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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### **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 responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB 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 IFB 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 bids received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

Each Vendor submitting a bid to this IFB, including its employees, agents, sub-contractors , 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 bid 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 sub-contractor 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids 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. 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

### **3.4 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 IFB, 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

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. 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 bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

### 4.1 PRICING

Bid 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 upload in the Sourcing Too. 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 Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order and each pick-up address. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

***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 vendors in purchasing Goods and Services. As such, this IFB 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 sub-contractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.5 REFERENCES**

Vendor shall upload to the Sourcing Tool at least seven (7) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services during 2023-2024 of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

#### **4.6 BACKGROUND CHECKS**

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

#### **4.7 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 vendor under this Contract and shall be responsible for the performance and payment of all sub-contractor(s) that may be approved by the State. Names of any third-party Vendors or sub-contractors 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 sub-contractor(s).

Should the Vendor's bid 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.

#### **4.8 VENDOR'S REPRESENTATIONS**

If Vendor's bid 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.

### **5.0 SPECIFICATIONS AND SCOPE OF WORK**

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#### **5.1 SPECIFICATIONS**

The Contractor shall provide all materials, supplies, equipment and labor to inventory, package, label, manifest, transport and properly and legally dispose of, at an EPA permitted facility, all pesticides, laboratory chemicals, industrial and other wastes RCRA and non-RCRA from any North Carolina Department of Agriculture and Consumer Services facility within North Carolina. The contractor must own and operate an EPA RCRA Permitted Part B Treatment Storage Disposal Facility (TSDF).

All required Federal and State requirements for the packaging, transport and disposal of regulated waste must be satisfied. Disposal of off-spec fuel products must be burned for energy recovery. Unknown or unidentified chemicals or wastes are not a part of this contract.

The NCDA&CS does not routinely dispose of compressed gas cylinders. On the occasion that any are found it will be properly handled. The NCDA&CS does not have a way to predict the type of gas/cylinder or condition of a cylinder. There are small, compressed gas cylinders for equipment calibration gases that may require disposal on occasion. The NCDA&CS does not expect routine disposal of radioactive wastes.

A certificate of disposal will be provided for each 55-gallon drum removed. These wastes will be located at the Steve Troxler Agricultural Sciences Center and the Agronomics Division in Raleigh, NC (Wake County)

Collections will be primarily from NCDA&CS Steve Troxler Agricultural Sciences Center (ASC) and Agronomics Division, Raleigh, NC. There are nineteen department research stations across the state as well as three veterinary diagnostic laboratories and other NCDA&CS facilities that may potentially be a pick-up site location (see 5.2) for a special project. If a pick-up is needed at one of the listed facilities, those facilities will reference this contract, and coordinate the collection, request a quote, and pay the invoice.

The estimated number of pickups at the ASC and Agronomics per year is four (4); items collected will dictate the actual number of pickups required.

Estimated quantities of wastes (number of drums) generated per year by the NCDA & CS is as follows: ASC 80-120, Agronomics 30 (5 gal.).

It is the responsibility of the NCDA&CS to contact the contractor to schedule the date for the waste pickup for each of the designated locations and to notify the contractor of the next scheduled collection date no less than 7 calendar days ahead of that date. The contractor must complete the pickup on the collection date unless an emergency situation occurs which would prevent the contractor from completing the pickup on that date. In an emergency, the Contract Administrator or designee must be notified immediately.

For each hazardous waste facility that your company will use to complete this contract, the Vendor must notify the NCDA&CS within 20 days of the occurrence of each serious or potentially serious hazardous waste violation (federal, state or local) at the facility. The Vendor must supply information regarding the nature of the violation and complete contact information for the facility (names, addresses, phone and fax numbers).

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

## **5.2 TASKS/DELIVERABLES**

The routine wastes generated by the facilities are listed below:

### **ASC**

Flammable solvents - A mixture of both halogenated and non-halogenated solvents including, but not limited to, paraffin, DMF, N-propanol, dioxane, methanol, acetonitrile, ethyl ether, acetone, ethanol, hexane, isopropanol, ethyl acetate, petroleum ether, ammonium hydroxide, iso-octane, MTBE, xylene, toluene, methylene chloride (less than 10%), and water (less than 3%)

Flammable solids – absorbent rags used to clean up spills of flammable solvents

Acidified AgNO<sub>3</sub> in H<sub>2</sub>O waste = ~1700ppm AgNO<sub>3</sub>

Buffered formalin solution - A mixture of (1-3% formaldehyde) and Water (non-regulated waste)

Zoetis Wash Waste - 15 ppm Arsenic in water (50-75%) with .1% phenol and isopropyl alcohol, and 10-20% bovine serum albumin

Offspec Fuel (non-regulated) - a mixture of gasoline (40-90%), kerosene (up to 25%), diesel fuel (up to 25%) and water (up to 10%). (non-regulated waste)

Offspec Fuel with high water – a mixture of gasoline (5-40%), kerosene (0-25%), diesel fuel (0-25%) and water (60-90%)

Offspec Fuel Rags (non-regulated) - rags used to clean-up off-spec fuel mixtures of gasoline (40-90%), kerosene (up to 25%), and diesel fuel (up to 25%) and water (up to 10%). (non-regulated waste)

Ethylene Glycol (non-regulated)

Enhance Solvent 142 (non-regulated) – Spent petroleum distillates, hydrotreated light, flashpoint 145°F

Floor sweepings and other debris with lead residue

Acid spill cleanup

### **AGRONOMICS**

\*Chloride Analysis Waste (D002, D009) – water (90%), Nitric acid (1.5%), methanol (8%), Ferric nitrate (1.7%), Mercuric Thiocyanate (0.035%), Polyoxyethylene Lauryl Ether (0.05%) (Note: This is listed separately under laboratory chemicals section for pricing. This goes out in 5-gallon carboys)

Ammonia TKN waste (W113) – Polyoxyethylene Lauryl Ether (0.06-0.08%), Potassium Sodium Tartrate (1.5-2%), Sodium Dichloroisocyanurate (0.005-0.008%), Sodium Hydroxide (1-3%), Sodium Nitroprusside (0.001-0.003%), Sodium Salicylate (0.25-0.3%), Sulfuric Acid (0-0.1%), Trisodium Citrate (1-1.25%), Water (94-96%)

There will be small laboratory containers, 30-gallon drums and 55-gallon drums at the Steve Troxler Agricultural Sciences Center and the Agronomics Division. Waste solvents and fuel mixtures are generated at NCDA&CS laboratories throughout the year. This waste is collected by the vendor generally every 3-5 months. The pickups will be coordinated by the Contract Administrator who will work with the vendor to plan a date and time for the collection at each facility. Off-spec fuel is located in an above ground below grade vault, which requires pumping out by the vendor. The tank of fuel will be pumped out and picked up when the volume reached is between 175 - 275 gallons. The vendor is responsible for providing 55-gallon steel drums to pump the off-spec fuel into. Off-spec fuel drums are to be tested by the vendor for suitability for burning for energy recovery. If a composite sample (e.g. sub-samples from each pumped-out drum combined into one sample) is tested and fails due to % water, flashpoint, or available BTUs, each drum shall be tested individually.

An inventory of lab-pack size containers, i.e. containers less than or equal to 5-gal. in size, will be provided to the Contractor prior to the scheduled pick-up date. An inventory and description of all (drum size) containers will be provided to the Contractor when the pickup date is scheduled

All RCRA (Resource Conservation and Recovery Act) hazardous wastes must be manifested and removed from and NCDA&CS facility on or before the expiration of the 180-day storage limitation requirement. All completed and signed manifests shall be returned to the ASC and Agronomics Division within 60 days. Any fines, penalties and associated legal expenses against the NCDA&CS for failure to comply with the 180-day storage limitation will be paid by the Contractor.

There will be a penalty imposed on the Contractor if a container is scheduled for pick up on a specific date and the Contractor fails to accomplish the removal on the specified date. An exception will be made if there is an emergency situation that occurs (i.e. major emergency at the Contractor's facility, auto accident, etc.). The penalty of a non-legitimate pick-up delay will be \$300 per incident.

The primary pickup sites are the Steve Troxler Agricultural Sciences Center located at 4400 Reedy Creek Road Raleigh, NC 27607 and Agronomics Divisions Center located at 4300 Reedy Creek Road, Raleigh, NC 27607.



Any of the NCDA&CS facilities listed as Additional Possible Pick-up Sites may be used as an alternate pick-up site.

| <b>Possible Additional Pickup Sites</b>                  |  |   |
|--|--|---|
| Cherry Research Farm<br>Goldsboro, NC                    | Mountain Horticultural Crops<br>Fletcher, NC             | Central Crops Research Station<br>Clayton, NC               |
| Caswell Research Farm<br>Kinston, NC                     | Mountain Research Station<br>Waynesville, NC             | Lower Coastal Plain Research Station<br>Kinston, NC         |
| Border Belt Research Station<br>Whiteville, NC           | Horticultural Crops Research Station<br>Castle Hayne, NC | NC State Fair<br>Raleigh, NC                                |
| Upper Piedmont Research Station<br>Reidsville, NC        | Umstead Research Station<br>Butner, NC                   | Agriculture Building<br>Raleigh, NC                         |
| Upper Mountain Research Station<br>Laurel Springs, NC    | Tidewater Research Station<br>Plymouth, NC               | Elkin Northwestern Vet Diagnostic Laboratory<br>Elkin, N.C. |
| Upper Coastal Plains Research Station<br>Rocky Mount, NC | Sandhills Research Station,<br>Jackson Springs, NC       | Griffin Vet Diagnostic Laboratory<br>Monroe, N.C.           |
| Piedmont Research Station<br>Salisbury, NC               | Horticultural Crops Research Station<br>Clinton, NC      | Arden Western Vet Diagnostic Laboratory<br>Fletcher, NC     |
| Peanut Belt Research Station<br>Lewiston, NC             | Oxford Tobacco Research<br>Oxford, NC                    |   |

Replacement drums (55-gallon drums both open top and tight head, 30 gallon open top drums, and poly tight head) will be provided by the vendor. The Contract Administrator will request specific quantities of each when scheduling the waste pick up.

The method of disposal shall be incineration, an energy recovery process (fuels blending), or another destructive disposal method approved by NCDA & CS. All required Federal and State treatment standards for land disposal of waste ash from the incineration process of NCDA&CS wastes must be satisfied. In situations where incineration or another destructive disposal methodology is not an option, resource recovery shall be an acceptable option, if available. Land filling, if permitted, shall be acceptable if no other permitted disposal options exist. The method of disposal for off-spec fuel shall be fuel burned for energy recovery. Per USEPA and North Carolina Department of Environmental Quality (NCDEQ), off-specification fuels (e.g. gasoline, kerosene, jet fuel, diesel) are not a solid waste when burned for energy recovery because they are used for their intended purpose and can be designated as non-regulated waste.

Completion and submission of all record keeping forms required by the US EPA, the NC Department of Environment and Natural Resources, the NC Department of Agriculture and Consumer Services as well as all other appropriate regulatory agencies and other are the responsibility of the Contractor. This includes all paperwork required to be initiated and submitted by the

generator. All paperwork and record keeping requirements, notices, etc., must be completed accurately and submitted in a timely basis. The contractor will provide a 24-hour emergency phone number for Section 15 of the Uniform Hazardous Waste Manifest. Any resulting fines and/or penalties, legal fees or other charges by any appropriate governmental regulatory agency against the NCDA&CS resulting from a failure to comply with this requirement, will be paid by the Contractor.

A copy of all record keeping forms must be furnished to the NCDA&CS. These forms will be thoroughly checked by NCDA&CS personnel. Errors or omission on any form, report, permit, manifest, notice, etc. that are made by the Contractor's personnel and not corrected by the Contractor within fifteen (15) days after notification of the error, will be subject to an assessment to the Contractor of \$250 per document for liquidated damages. All paperwork submitted to the NCDA & CS must be legible.

A complete packing list of all waste chemicals, pesticides, etc., including non-hazardous materials, from each disposal shipment will be furnished to the NCDA&CS. Copies which cannot be easily read are not acceptable.

**FOR BID TO BE CONSIDERED RESPONSIVE, VENDOR **MUST** MEET THE REQUIREMENTS BELOW**

If your company cannot handle the disposal of any of the above listed waste streams or disposal as specified by this contract, list the waste streams. The capability of handling each of the designated wastes in an acceptable and legal manner will be a factor in selecting a Vendor.

Photocopies of all appropriate/current Federal, State and Local licenses/permits for transport, storage and disposal of hazardous wastes must be submitted.

### 5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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## 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

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.

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

## **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 QUARTERLY STATUS REPORTS**

The Vendor shall be required to provide copy of all record keeping forms. Management Reports to the designated Contract Lead on a QUARTERLY basis. This report shall include, at a minimum, A complete packing list of all waste chemicals, pesticides, etc. including non-hazardous materials, from each disposal shipment. information concerning. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

The Contractor must provide a Certificate of Disposal (COD) for all wastes. This certificate is to be in a format that is easy for the NCDA&CS to track and quantify. Each COD will be identified by the appropriate manifest document number.

## **6.4 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.

## **6.5 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 done through the contract administrator.

## **6.6 ATTACHMENTS**

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

**The remainder of this page is intentionally left blank**

## ATTACHMENT A: ANNUAL PRICING FORM

Amounts are an estimate based upon the last two years. The State may need to increase or decrease quantities based upon actual number of drums or pounds collected. The total number in items I – VII are for one (1) year. The Department will pay for the actual number of drums or pounds collected and any of the other costs listed in the Cost Proposal.

All costs are to be factored into the per drum cost including labor. No other costs will be allowed

### I. ASC Laboratories

| Item | Description - ASC   | No. of Drums        | Cost Per Drum      | Extended Cost |
|------|---|---------------------|--------------------|---------------|
| 1    | Flammable solvent   | 40                  | \$                 | \$            |
| 2    | Toxic – Zoetis waste wash - Arsenic 15 ppm (aqueous)                                    | 15                  | \$                 | \$            |
| 3    | Silver Nitrate – 620 ppm NO3<br>1070 ppm Ag ppm (acidified aqueous)<br>Toxic, corrosive | 6 (30-gallon drums) | \$                 | \$            |
| 4    | Off-spec fuel – gasoline, kerosene, diesel (non-regulated)                              | 25                  | \$                 | \$            |
| 5    | Off-spec fuel (high water) – gasoline, kerosene, diesel, water                          | 5                   | \$                 | \$            |
| 6    | Off-spec fuel rags – gasoline, kerosene, diesel (non-regulated)                         | 5                   | \$                 | \$            |
| 7    | Formalin 1-3% (non-regulated)   | 10                  | \$                 | \$            |
| 8    | Floor sweeping and other debris with lead residue                                       | 1                   | \$                 | \$            |
| 9    | Flammable solvent rags, spill clean-up pads   | 6 (30-gallon drums) | \$                 | \$            |
| 10   | Enhance solvent 142 – petroleum distillates FP ≥140° (non-regulated)                    | 12                  | \$                 | \$            |
| 11   | Replacement of tight head steel drums   | 50                  | \$                 | \$            |
| 12   | Replacement of open top steel drums   | 6                   | \$                 | \$            |
| 13   | Replacement of Poly Drums   | 15                  | \$                 | \$            |
|      |   |                     | <b>TOTAL COSTS</b> | \$            |

**II. Agronomics Laboratory**

| Item | Description   | Quantity  | Cost per Unit of Measure | Extended Cost |
|------|---|-----------|--------------------------|---------------|
| 1    | Laboratory Chemicals Chloride / Mercury waste– containers up to 5 gal | 1650 lbs  | \$ /lb                   | \$            |
| 2    | Replacement of closed top poly 5 gal carboys Agronomics               | 30        | \$                       | \$            |
| 3    | TKN waste, 55 gallon drum   | 2,400 lbx | \$ /lb                   | \$            |
|      |   |           | <b>Total</b>             | \$            |

**III. Pesticides**

| Item | Description   | Quantity | Cost per Unit of Measure | Extended Cost |
|------|---|----------|--------------------------|---------------|
| 1    | Pesticide RCRA<br>Lab pack – containers up to 5 – gal   | 100 lbs  | \$ /lb                   | \$            |
| 2    | Pesticide Non RCRA<br>Lab pack – containers up to 5-gal | 100 lbs  | \$ /lb                   | \$            |
|      |   |          | <b>Total</b>             | \$            |

**IV. Laboratory Chemicals**

| Item | Description  | Quantity | Cost per Unit of Measure | Extended Cost |
|------|--|----------|--------------------------|---------------|
| 1    | Toxic<br>Laboratory Chemicals<br>RCRA<br>Lab pack – containers up to 5-gal     | 300 lbs  | \$ /lb                   | \$            |
| 2    | Corrosive<br>Laboratory Chemicals<br>RCRA<br>Lab pack – containers up to 5-gal | 200 lbs  | \$ /lb                   | \$            |
| 3    | Flammable<br>Laboratory Chemicals  | 200 lbs  | \$ /lb                   | \$            |

|   |  |               |              |    |
|---|--|---------------|--------------|----|
|   | RCRA<br>Lab pack – containers up to 5-gal                                      |               |              |    |
| 4 | Oxidizers<br>Laboratory Chemicals<br>RCRA<br>Lab pack – containers up to 5-gal | 100 lbs       | \$ /lb       | \$ |
| 5 | Laboratory Chemicals<br><br>Non RCRA<br>Lab pack – containers up to 5-gal      | 300 lbs       | \$ /lb       | \$ |
| 6 | Ethylene Glycol<br>(non-regulated)   | 10 – 5 gallon | \$ / gal     | \$ |
| 7 | Acid spill cleanup<br>Lab pack - containers up to 5 gal                        | 50 lbs        | \$ /lb       | \$ |
|   |  |               | <b>Total</b> | \$ |

**V. Industrial Chemicals**

| Item | Description  | Quantity | Cost per Unit of Measure | Extended Cost |
|------|--|----------|--------------------------|---------------|
| 1    | Toxic:<br>Industrial Chemicals,<br>RCRA<br>Lab pack – containers up to 5-gal     | 125 lbs  | \$ /lb                   | \$            |
| 2    | Corrosive:<br>Industrial Chemicals,<br>RCRA<br>Lab pack – containers up to 5-gal | 125 lbs  | \$ /lb                   | \$            |
| 3    | Flammable:<br>Industrial Chemicals,<br>RCRA<br>Lab pack – containers up to 5-gal | 125 lbs  | \$ /lb                   | \$            |
| 4    | Oxidizers:   | 125 lbs  | \$ /lb                   | \$            |

|   |   |                  |  |                                  |
|---|---|------------------|--|----------------------------------|
|   | Industrial Chemicals,<br>RCRA<br>Lab pack – containers up to 5-gal  |                  |  |                                  |
| 5 | Industrial Chemicals, Non RCRA<br>Lab pack – containers up to 5-gal   | 200 lbs          | \$ /lb   | \$                               |
| 6 | Oil based paint   | 50 lbs           | \$ /lb   | \$                               |
| 7 | Latex paint   | 50 lbs           | \$ /lb   | \$                               |
| 8 | Small Gas cylinders for equipment<br>calibrations<br>Nitrogen (1.2 cu. Ft., 34L)<br>Methane + 21% air (1.2 cu. Ft., 34L)<br>Hydrogen + 21% air (1.2 cu. Ft., 34L)<br>Oxygen 20% + N2 (2 cu. Ft., 58L)<br>Carbon Monoxide, 200 ppm + N2 (3.6<br>cu. Ft., 103L)<br>Propane (1.2 cu. Ft., 34L) | 3 cylinders each | \$ /ea.<br>\$ /ea.<br>\$ /ea.<br>\$ /ea.<br>\$ /ea.<br>\$ /ea. | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |
|   |   |                  | <b>Total</b>   | \$                               |

**VI. Universal Wastes**

| Item | Description                          | Quantity             | Cost per Unit of Measure | Extended Cost |
|------|--------------------------------------|----------------------|--------------------------|---------------|
| 1    | Mercury Wastes<br><br>(Thermometers) | 20lbs                | \$ /lb                   | \$            |
| 2    | fluorescent bulbs                    | 100 lbs              | \$ /lb                   | \$            |
| 3    | Batteries – lithium<br><br>alkaline  | 30 lbs<br><br>30 lbs | \$ /lb<br><br>\$ /lb     | \$<br><br>\$  |
| 4    | Aerosol cans                         | 50 lbs               | \$ /lb                   | \$            |

|   |           |        |              |    |
|---|-----------|--------|--------------|----|
|   |           |        |              |    |
| 4 | LED bulbs | 50 lbs | \$ /lb       | \$ |
|   |           |        | <b>Total</b> | \$ |

**VII. Chemicals Requiring Special Handling**

| Item | Description  | Quantity | Cost per Unit of Measure | Extended Cost |
|------|--|----------|--------------------------|---------------|
| 1    | Peroxide forming chemicals with > 10 ppm of peroxides (e.g. diethyl ether, THF, isopropanol) | 3 lbs    | \$ /lb                   | \$            |
|      |  |          | <b>Total</b>             | \$            |

**VIII. Analysis and Site Charges**

| Item | Description   | Quantity | Cost per Unit of Measure | Extended Cost |
|------|---|----------|--------------------------|---------------|
| 1    | Charge to go to one of the alternate locations to remove a sample of material from a drum and to conduct a laboratory analysis of the chemical to the extent that disposal of the container can be accomplished as outlined in the proposal. Cost is per occurrence | 10 Ea    | \$ /ea                   | \$            |
| 2    | Minimum site charge, if applicable for each trip  | 12 Ea    | \$ /ea                   | \$            |
|      |   |          | <b>Total</b>             | \$            |

**IX. Grand Total**

|                    |    |
|--------------------|----|
| <b>Grand Total</b> | \$ |
|--------------------|----|



## ATTACHMENT I: HAZARDOUS WASTE FACILITY INFORMATION FORM

1- DESIGNATE EACH HAZARDOUS WASTE FACILITY THAT YOUR COMPANY WILL USE TO COMPLETE THIS CONTRACT

2-DESIGNATE THE SERVICES THAT WILL BE UTILIZED AT EACH FACILITY

3-LIST ALL STATE GOVERNMENT AGENCIES TO INCLUDE A PHONE NUMBER THAT HAVE REGULATORY JURISDICTION OVER EACH FACILITY

**NO ADDITIONAL FACILITY MAY BE USED TO TRANSPORT OR DISPOSE OF THE DEPARTMENT WASTE UNLESS APPROVED BY THE CONTRACT ADMINISTRATOR IN WRITING BEFORE MATERIALS ARE REMOVED FROM THE STATE PREMISES.**

| DESIGNATE EACH HAZARDOUS WASTE FACILITY THAT YOUR COMPANY WILL USE TO COMPLETE THIS CONTRACT | DESIGNATE THE SERVICES THAT WILL BE UTILIZED AT EACH FACILITY | LIST ALL STATE GOVERNMENT AGENCIES TO INCLUDE A PHONE NUMBER THAT HAVE REGULATORY JURISDICTION OVER EACH FACILITY |
|--|---|---|
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**4- LIST ALL HAZARDOUS WASTE VIOLATIONS (FEDERAL, STATE, OR LOCAL) COMMITTED BY YOUR COMPANY IN NORTH CAROLINA AND IN THE STATE WHERE YOUR CORPORATE HEADQUARTERS IS LOCATED THAT OCCURRED FROM 2015 TO THE PRESENT TIME.**