

STATE OF NORTH CAROLINA

Department of Agriculture & Consumer Services

Request for Proposal: 10-RFP-1479951242-SMD

Pesticide Collection & Disposal Services

Date of Issue: March 26, 2025

Proposal Opening Date: April 15, 2025

At 02:00 PM ET

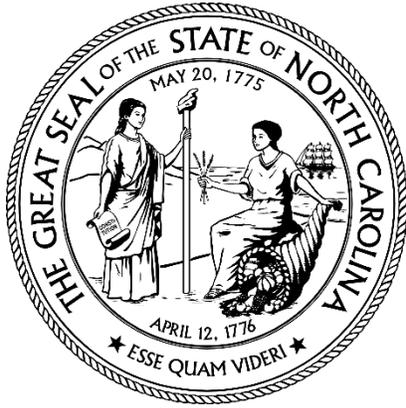
Direct all inquiries concerning this RFP to:

Sally Duncan

Procurement Specialist III

Email: sally.duncan@ncagr.gov

Phone: 919-707-3128



STATE OF NORTH CAROLINA

Request for Proposal

10-RFP-1479951242-SMD

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 Division of Department of Agriculture & Consumer Services	
Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:	Request for Proposal: 10-RFP-1479951242-SMD
	Proposals will be publicly opened: April 15, 2025, At 02:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 233 498 753 04 Passcode: FQ7Lg7nt
	Dial in by phone +1 984-204-1487,,870634820# United States, Raleigh Find a local number Phone conference ID: 870 634 820# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 115 335 960 9 More info For organizers: Meeting options Reset dial-in PIN
Using Agency: NCDA&CS-Structural Pest Control and Pesticides	Commodity No. and Description: 761219 - Hazardous waste disposal
Requisition No.: RQ168889	

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 accept by, any State Employee associated with the preparation 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

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Vendor: _____

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 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 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:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from the 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.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of NC Department of Agriculture & Consumer Services)</p>
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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Agriculture and Consumer Services (NCDA&CS), Structural Pest Control and Pesticides Division (SPC&PD), Pesticide Disposal Assistance Program (PDAP) is seeking an experienced Vendor to collect, transport, and dispose of various pesticides from throughout the state according to regulatory requirements. The State will pay for the actual pounds of pesticides, bulk liquid pesticides, and events at the cost stated.

Quantities of the various items collected are the State's best estimates and quantities are not guaranteed. The disposal of all pesticides shall be performed via incineration. No other means of disposal is allowed without prior approval by the Contract Administrator, or designee.

The PDAP attempts to provide a pesticide collection event in every county of the state once every-other year, and in a neighboring county once every six-to-eight months. Pesticide collection events will be held in various counties throughout the state throughout the year and will be available for citizens in surrounding counties to participate.

The Program performs collections via:

- 1) single-day Pesticide Collection events partnering with the local Cooperative Extension Service,
- 2) sponsorship of single-day Household Hazardous Waste (HHW) Programs in NC, and
- 3) pickups from fixed sites including end-user/farm sites, NCDA&CS storage buildings, PDAP-sponsored permanent HHW programs, etc.

The Vendor will complete and supply the Department's Contract Administrator with all required records and documentation for the legal and proper performance of this contract. Additionally, the Vendor will provide the Contract Administrator with semi-annual (January and July) electronic reports documenting collection event locations, volume, status of corresponding manifest and CODs, current status & location of material, and invoicing status.

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

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 ninety (90) 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 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, 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 in 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 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 proposal as nonresponsive.

2.3 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	March 26, 2025
Hold Pre-Proposal Meeting/Site Visit	State	April 03, 2025, AT 11:00 AM ET
Submit Written Questions	Vendor	April 08, 2025, AT 02:00 PM ET
Provide Response to Questions	State	April 10, 2025, AT 02:00 PM ET
Submit Proposals	Vendor	April 15, 2025, AT 02:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 233 498 753 04 Passcode: FQ7Lg7nt
		Dial in by phone +1 984-204-1487,,870634820# United States, Raleigh Find a local number Phone conference ID: 870 634 820# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 115 335 960 9 More info For organizers: Meeting options Reset dial-in PIN
Contract Award	State	TBD

2.4 PRE-PROPOSAL CONFERENCE

Mandatory Pre-Proposal Conference

Date: 04/03/2025
 Time: 11:00 AM Eastern Time
 Location: NC DA&CS Agricultural Sciences Center Room A307
 4400 Reedy Creek Road,
 Raleigh, NC 27607
 Contact #: Derrick Bell (919) 280-1061

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal conference. 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 PRE-PROPOSAL CONFERENCE, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this *conference* 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 RFP. Vendors must stay for the duration of the *conference*. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

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

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.

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 RFP SCHEDULE Section of this RFP. Vendors will enter "**10-RFP-1479951242-SMD – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP 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 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. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals 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 Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

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.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP 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 proposal, in the State's sole discretion.

Vendor shall include 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 RFQ in its entirety, including all links, and all Addenda released in conjunction with the RFQ; (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) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: 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

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. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

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 in the Sourcing Tool, which are incorporated herein by this reference.

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

1. HHW- Household Hazardous Waste
2. PDAP- Pesticide Disposal Assistance Program
3. SPC&PD- Structural Pest Control and Pesticides Division
4. IBC- Intermediate Bulk Containers

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 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 are 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

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

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.

EVALUATION METHOD: Narrative and by consensus of the evaluation 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 Project Organization (Section 5.3)
2. Vendor Technical Approach (Section 5.4)
3. Vendor Experience (Section 4.5)
4. Vendor References (Section 4.6)
5. Pricing (Section 4.1) & Attachment A: Cost Proposal (Section 7.0)

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 upload in the Sourcing Tool. 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. Invoices shall be submitted to the Contract Administrator with NCDA&CS-PDAP. The standard format for invoicing shall be single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order corresponding to individual manifests. Invoices shall include detailed information from the manifest and tally sheet(s) to allow Purchasing Agency, upon receipt of Invoice, to verify Invoice pricing matches the correct price from the

original date of order and service. A Vendor-signed designated facility return manifest certifying receipt of manifested material shall be submitted with the Invoice.

. Invoices shall NOT be paid without a Vendor-signed designated facility return manifest.

The following fields shall be included on all Invoices:

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, Contract Administrator name, Manifest Number, Site Location, Date of Service, Price, Extended Price, and Total Price.

Invoices and manifest submittals to Contract Administrator can be performed electronically initially, however they must be followed up with a required hardcopy via mail.

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 of all executives, managerial, legal, professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall upload at least three (3) references to the Sourcing Tool, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. List three (3) hazardous waste disposal contracts your Company services in North Carolina, or another state, anytime between 2021-2024. **The NC Department of Agriculture and Consumer Services shall not be one of the contracts listed.** Provide the Company current telephone number in the Customer Reference Email line, for each Company, agency, or institution listed. The State shall 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 shall be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

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

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

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Vendor shall collect, transport, and dispose of various pesticides from throughout the state. The State will pay for the actual pounds of pesticides, bulk liquid pesticide, and events at the costs stated in Attachment A: Cost Proposal.

5.2 TASKS/DELIVERABLES

5.2.1 REGULATORY COMPLIANCE, GENERAL RECORD KEEPING, AND NOTIFICATIONS

1. Compliance with Environmental Protection Agency (EPA), Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA), and the State of North Carolina laws and regulations is mandatory. All materials generated from pesticide collection for disposal will be designated as "Universal Waste - Pesticides", and a proper manifest will be utilized for record keeping. The Vendor should provide the Emergency Response Information Contract and Number for manifesting and event coverage.
2. Completion and submission of all record keeping forms required by all applicable and appropriate regulatory agencies in regard to the collection, packaging, transport and disposal of wastes generated from the NCDA&CS – PDAP described in this scope of work are the responsibility of the Vendor. The awarded Vendor will be listed as Generator on proper manifests.
3. Any fines and/or penalties, legal fees or other charges by any appropriate government regulatory agency (federal, state, or local) against the NCDA&CS resulting from a failure to comply with this requirement shall be paid by the Vendor.
4. If, for any reason, the Vendor shall receive a regulatory Notice of Violation, enter into negotiation for a Consent Order, Court-issued Orders, or be required by the respective governing regulatory agency to clarify or rectify any issues at a facility involved in the handling, transporting, processing, and/or disposal of material resulting from this contract, or likewise, at any facilities historically involved with this contract, the Vendor is required to give written, certified return-receipt notification to the Contract Administrator within 10 working days detailing Vendor involvement and potential liability. If, for any reason, the Vendor shall cause through any act or omission in fulfilling the contract terms and agreement herein, a regulatory Notice of Violation or other such fines, penalty or citations to be issued to it or the Department, the Vendor shall be liable to pay any such fine, penalty or citation. NCDA&CS may withhold contract payments as reimbursement for any fines, penalties etc. that it must pay due to Vendor's actions or activities. Failure to comply with this stipulation may be considered as grounds for default.
5. Within 60 days of manifesting to the final TSD facility, the Vendor must provide a disposal Certificate of Compliance (COC) from the final TSD for the total number of drums and poundage of pesticides collected at each collection event and each NCDA&CS – PDAP site, HHW site, or end-user site. Completed COC's shall be in an NCDA&CS-approved format and list the site of origin with corresponding manifest number, and ability to easily quantify and reconcile with manifests generated at the time of the collection. A Vendor-signed designated facility manifest certifying receipt of manifested material must be provided to the Contract Administrator prior to invoice processing and payment.
6. All paperwork and record-keeping requirements, notices, etc. must be completed accurately and submitted on timely basis as required by relevant EPA, DOT, OSHA, and State of North Carolina laws and regulations. Any and all paperwork and record keeping defined within this Proposal that is outside the scope of the regulations, but is contractually obligated, shall be submitted as defined within this contract. In the event that this non-regulatory paperwork and record keeping schedule requires modification, the Vendor will be notified in writing by the Contract Administrator.
7. Within 30 days of action, the Vendor shall provide written notification (emails acceptable) of changes to key Company personnel noted within this proposal and/or interacting with PDAP. New contact information should include name, phone, email, and resume/related training and experience with brief, concise reason for replacement of previous contact. PDAP reserves the right to determine company personnel involvement with this contract based upon said notification or lack thereof.

8. The Vendor shall not substitute, change, or subcontract with potential Vendors for the handling, transporting, or disposal of material collected under this contract without prior written approval by the Contract Administrator. The Vendor must provide written notification (emails acceptable) of potential changes to key facilities/Vendors noted within this proposal. In said notification, potential new contact information should include name, phone, email, and facility qualifications with brief, concise reason for changes from previous routing. PDAP reserves the right to request further information from Vendor to determine suitability of new facility and/or Vendor involvement with this contract prior to changes from what is outlined in your proposal and shall be based upon said notification, or lack thereof, and ensuing contacts.

5.2.2 COLLECTION EVENT SET-UP, SITE ACTIVITIES, AND REQUIREMENTS

1. HEALTH AND SAFETY:

The Vendor shall be responsible for initiating, maintaining and supervising all health and safety precautions and programs in connection with this contract. The Vendor shall take all necessary precautions for the health and safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all on site including any other persons and property that may be affected nearby. The Vendor shall also provide the Emergency Response Information Contract and Number for manifesting and event coverage.

2. PROVISIONS OF VENDOR:

All materials, supplies, equipment and labor to assist the NCDA&CS PDAP and the NC Cooperative Extension Service in conducting single-day pesticide collection events in various counties throughout the state of North Carolina; and All materials, supplies, equipment, and labor to handle, package, weight, inventory and transport to an EPA-permitted incineration facility for disposal of:

- a. Pesticides (both identified and unidentified) are obtained from the single-day county pesticide collection events described.
- b. Identified pesticides collected by NCDA&CS - PDAP personnel and stored in various satellite buildings located throughout NC.
- c. Identified pesticides at various end-user and County-operated Household Hazardous Waste (HHW) Program sites throughout North Carolina.

3. ACCEPTABLE CONTAINERS:

Pesticide containers could range in size from home and garden products as small as several ounces, to 55-gal. drum(s) of industrial or agricultural pesticides, to potentially mini-bulk/IBC/tote pesticide containers. The pesticides could consist of solids, liquids and gases; containers could be fiber, plastic, metal or glass. On occasion, a program participant may offer a specialty type and/or size container of pesticides for disposal. Such products will be accepted for disposal only if both the NCDA&CS PDAP and the Vendor agree on all applicable conditions. Cylinders (49 CFR 171.8) are NOT accepted through the PDAP.

4. PARTICIPANT MATERIAL ACCEPTABILITY:

The NCDA&CS - PDAP will make the ultimate determination in regard to the qualification of a product for inclusion in the disposal program. The pesticides may be in the original manufacturers or formulator's container, or in a secondary container. If the owner of a product in a secondary container declares that it is a specific pesticide, or has labeled it as a specific pesticide, it will be accepted for disposal. If, on the other hand, the owner does not know the specific product, but declares that it is a pesticide, the NCDA&CS - PDAP may, at its discretion, instruct the Vendor to accept the container for disposal as an unknown pesticide product (Universal Waste). Only a small portion of the containers offered for inclusion in the program will be classified as an unknown pesticide. However, if the Vendor must perform any type of analytical testing of such products, or analytical testing of such products in certain sizes of containers, this must be factored into the disposal pricing charges. These are rare situations.

5. OVERPACKING:

A small percentage of the containers brought to a single-day collection event may be leaking or degraded to the point where they might potentially leak and thus would require special or additional packaging and handling in comparison to a structurally sound and non-leaking container. For purposes of this contract, the term “overpack” refers to the action of, or the container used for, containment of a leaking or a potentially leaky container as determined by field personnel of NCDA&CS and the Vendor. Overpack does NOT refer to the action of, nor the container used to, package structurally sound and non-leaking containers. The overpacking process and the supply of overpack containers are the responsibility of the Vendor.

6. TARE WEIGHTS FOR OUTER PACKAGING AND DRUM TYPE EXCLUSION:

Only NET weight of loose-packed pesticides will be tallied for disposal – NOT GROSS weight of drum/cubic yard with pallet and contents. Prior to initiating work under this contract, tare weights will be agreed and established between Vendor and NCDA&CS PDAP for poly and metal 55-gal and 85-gal drums tares, and for cubic yard box with pallet tare. Nestable-type poly drums shall not be utilized for the purposes of this contract.

7. PESTICIDE MATERIAL HANDLING:

- a. The Vendor shall be responsible for complete handling of the pesticide containers including, but not limited to:
 - Removal from participant vehicles at the collection events, or removal from an NCDA&CS PDAP, HHW, or end user building or structure.
 - Weighing.
 - Over-packing (if necessary).
 - Proper packaging for transport (with special attention to compatibility issues).
 - Loading into the Vendor’s vehicle.
- b. No material is to remain on-site at the conclusion of the event. If additional supplies and alternate transportation for the same-day removal of all collected material are needed, they must be ready and available to remove all material on the day of the event.

8. SPILLAGE, CLEAN-UP, AND SUPPLIES:

- a. The Vendor shall provide the Emergency Response Information Contract and/or Number for manifesting and event coverage.
- b. The Vendor will supply spill-kit materials, not limited to absorbent materials, broom, dustpan, etc., and over-pack container if needed during arrival, off-loading, containerization process and loading. Any spills occurring after the material has been submitted to the Vendor for disposal will be the responsibility of the Vendor.
- c. The NCDA&CS PDAP and/or Vendor personnel will evaluate the program participant load upon their arrival. If the pesticide has spilled into or onto the participant's vehicle, then the NCDA&CS PDAP will require the participant to containerize the spilled pesticide prior to acceptance for disposal. The NCDA&CS PDAP and Vendor will help the participant during this process. Upon Vendor-requested initial examination by NCDA&CS PDAP personnel, if it is probable that a participant’s container (pesticide, secondary or over-pack) is in such a condition that it cannot be unloaded from a participant's vehicle without the contents spilling into or onto that vehicle, then the NCDA&CS PDAP will require the participant to unload and over-pack those container(s).

9. PARTICIPANT-SUPPLIED PACKAGING:

- a. Primary or secondary containers brought to the site by a participant and any overpack container as defined for this contract will be disposed of by the Vendor at the per pound disposal price. The Vendor can utilize the participant-supplied primary, secondary, or overpack container to transport the pesticide material off-site, or elect not to use it. However, the Vendor will be responsible for

appropriate and legal off-site disposal/recycling of any primary, secondary, or overpack container brought to any pesticide collection event or at any end-user/storage facility.

- b. All materials (such as fiber bags, newspapers, boxes, over-packing, etc.) used by the participant to cushion and stabilize pesticide containers during transport to the collection sites, and not wanted by the participants, will be disposed of by the Vendor at the per pound disposal price.
- c. If requested by participant, containers used to package loose pesticide materials brought to collection sites will be returned to participant or exchanged with a Vendor-supplied drum of equal quality and specifications. Again, weights of drums and cubic yard box with pallet will be considered to be tare for disposal poundage weight.
- d. In the event that pesticide-contaminated RCRA-empty pesticide containers (including bulk liquid and Mini bulk (MB) carcasses up to 500-gallon capacity) are offered during collection activities, the Vendor shall collect and prepare the material in a cubic yard container for proper transport and subsequent disposal based upon the cubic yard container unit price for MB carcass/empty pesticide containers.

10. SCALE REQUIREMENTS AND WEIGHING OF MATERIAL:

The Vendor shall provide the scales for weighing the pesticide materials at each event. Unless otherwise approved for use by PDAP personnel, each scale used shall be capable of weighing fully loaded drums and cubic yard boxes, be capable of weighing material to the half of a pound and have a NCDA&CS Standards Division certification. The inspection seal must be current and attached to the instrument. A pallet jack scale is preferable, but the Vendor's chosen scale must be easily moved and capable of requirements stated, herein. Bulk Liquids of pesticides presented in drums or mini bulk/IBC greater than 20 gallons in size will also not require weighing. All other materials including fully loaded cubic yard boxes must be weighed.

11. ON-SITE VENDOR PERSONNEL REQUIREMENTS:

- a. Vendor shall provide two (2) people for each event unless otherwise agreed by NCDA&CS. The total number of personnel assigned to the collection events will be left to the discretion of the Vendor but must not be fewer than two (2) individuals.
- b. On-site Vendor personnel shall have a reference copy of this contract onsite, be knowledgeable of contract expectations, have the proper experience, training, certifications, and physical ability to properly handle and package, load (and potentially double stack), and transport the type and volume of material that may be collected during the event. Furthermore, the Vendor will be required to perform duties outlined, herein, and be on-site at the next scheduled location in sufficient time to set-up 1 hour prior to the next scheduled event.

12. VENDOR TRANSPORT LOADING:

The Vendor must make available material transport vehicles with operable lift-gates or retain comparable equipment for loading material into a material transport vehicle. Although sometimes available at collection sites, it should not be relied upon for the site to have necessary equipment (forklift, etc.) on site for performing required Vendor duties.

13. VENDOR ON-SITE SHELTER:

The Vendor shall possess, and be prepared to set-up, a shelter if required by site conditions and the NCDA&CS – PDAP. The shelter shall equal at least 10' x 20' and sufficient to protect program participants, sponsors, and Vendor employees from exposure to the sun and precipitation for the duration of each pesticide collection event.

14. SITE PROTECTION AND PREPARATION:

The Vendor will be required to place a heavy-duty covering under the area where pesticides will be unloaded, processed, and loaded. This covering is to reduce the possibility of substrate contamination, and, in the event of a spillage or breakage, the area can be cleaned up and containerized as quickly as possible. If using heavy-duty plastic

sheeting, it must be of sufficient size, strength and durability (20' x 20' x 4 mil thickness minimum) that vehicle and collection event actions will not tear holes in the material during the event. Vendor will provide site protection supplies in the form of booms, pads, or other protective measures if needed for site protection.

5.2.3 PESTICIDE COLLECTION DAY EVENTS: LOGISTICS, SCHEDULES, AND QUANTITIES

1. Throughout the year, the NCDA&CS-PDAP will schedule each of the single-day pesticide collection events with the local Cooperative Extension Service office. The NCDA&CS – PDAP will provide a physical address, appropriate location maps, and/or will guide the Vendor to each site where the collection event will be held. The NCDA&CS – PDAP shall provide a listing of all collection events scheduled to the Vendor at least 14 calendar days before the collection day. Collections will be scheduled from January through June (Spring Season) and July through December (Fall Season). Typically, single-day pesticide collection events are scheduled by ‘Season’ and are, for the most part, scheduled weeks to months in advance of the actual collection day and can be scheduled with the Vendor weeks, if not months, in advance.
2. During a typical collection week, the Vendor shall be required to service three (3) single-day pesticide collection events. The single-day collection events are typically conducted on the weekdays of Tuesday, Wednesday and Thursday. The scheduling of over three collection events in one week or conducting a single-day pesticide collection event on any day other than Tuesday, Wednesday, Thursday, would be contingent upon an agreement between PDAP and the Vendor. The duration (time frame for accepting participant material) of the single-day pesticide collection events will be four (4) hours per event. The events will start at 10:00 AM and will terminate at 2:00 PM. Vendor shall arrive with NCDA&CS on site a minimum of 1 hour prior to collection day start time to set up site for the day’s event. Vendor and NCDA&CS shall not leave the collection site until after 2:00 PM. Whenever possible, the counties scheduled during a specific week for collection events will be closely grouped to minimize travel time and distance between the collection sites.
3. It is not possible to determine the minimum or maximum quantities of material that could be collected at any one pesticide collection event. Historical data is available that gives some insight, however, and will be supplied to the Vendor when event address is supplied to prepare for the event.
4. The following is data gathered from the past three (3) calendar years (2021, 2022, 2023). The average pounds collected over the past three years is 202,935 pounds. This includes a record year in 2022 (217,476 lbs.). The Spring 2022 season saw a record 6-month collection total of over 142,300 lbs.
5. Over the past 3 years, the PDAP has broken the 20,000-pound mark during a 4-hr pesticide collection day 1 time (20,534 lbs.), exceeded the 15,000-pound mark 2 times, passed the 10,000-pound mark 2 times, and topped the 5,000-pound mark during a 4-hr pesticide collection day 19 times. The 3-yr average poundage collected at a pesticide collection day (4-hr collection event) is 3,061 lbs.
6. The PDAP anticipates conducting between 20 to 30 single-day pesticide collection events annually. These numbers are contingent upon the availability of funding. Any major increase in the number of events beyond 30 single-day pesticide collection events shall require prior agreement by the Vendor. However, if the NCDA&CS – PDAP and the Vendor mutually agree upon an increase in the number of single-day collections, the scheduling parameters, as described, herein, shall not be altered.

5.2.4 SINGLE-DAY HHW PROGRAM SPONSORSHIP: LOGISTICS, SCHEDULES, AND QUANTITIES

1. Throughout the year, the NCDA&CS – PDAP receives requests from HHW Coordinators to assist with proper disposal of pesticides from their single-day HHW events thru sponsorship. The NCDA&CS cooperates with the HHW Coordinator on their event details including their chosen date/times, and their chosen Vendor after receiving a Request for Assistance (RFA) form from the HHW Coordinator. The RFA information from the HHW Coordinator will be provided to the NCDA&CS

Vendor providing that the HHW Coordinator has timely submitted the RFA to NCDA&CS PDAP and complied with its requirements.

2. The HHW Coordinators for single-day HHW events choose their own date, time, and location in addition to their own Vendors for their events. Single-day HHW events are typically held on Saturdays but maybe other days depending upon the needs of the HHW Coordinator. In 2023, NCDA&CS PDAP sponsored twenty (20) Counties with single-day HHW Programs with six (6) of the Counties having two (2) events (Spring and Fall) in the same calendar year for a total of twenty-six (26) single-day HHW events sponsored by NCDA&CS PDAP in 2023.

3. The PDAP’s response and actions to the single-day HHW collection event is largely dependent upon the HHW Coordinator’s chosen date and chosen Vendor.

4. If the HHW Coordinator chooses the same Vendor as the PDAP Vendor for the HHW event, then the pesticides collected from these single-day HHW events will be handled through the mutual, onsite Vendor. That is, if the PDAP Vendor is already under contract with the single-day HHW, the PDAP may authorize the Vendor to simultaneously collect and segregate the pesticides, transport under separate manifest for NCDA&CS, and subsequently invoice NCDA&CS for the collected pesticides.

5. However, if the HHW Coordinator chooses a different Vendor from the PDAP Vendor for the HHW event, then the pesticides will be either: (1) segregated by the HHW Vendor and properly stored as pesticides by the HHW Coordinator for later pickup by NCDA&CS PDAP and/or PDAP Vendor, or (2) segregated by the HHW Vendor and collected by PDAP (or PDAP Vendor/Representative) present on site the day of the event. Potentially, the PDAP Vendor may be requested to be present on site during or immediately following the HHW event to serve as the sole NCDA&CS PDAP representation, but only after event requirements and notifications are met.

6. It is not possible to determine the minimum or maximum quantities of pesticide material that could be collected at any one single-day HHW collection event. Historical data is available that gives some insight, however, and will be supplied to the Vendor when event address is supplied to prepare for the event.

7. The CY23 data for pesticide poundage totals for single-day HHW events sponsored by the NCDA&CS – PDAP resulted in a mean poundage per event equaling 1,612 pounds (ranging from 127 to 4,225 pounds).

8. The PDAP anticipates sponsoring between 25 to 35 single-day pesticide collection Programs annually. These numbers are contingent upon requests from HHW Coordinators and the availability of funding. Any major increase in the number of events beyond 35 events shall require prior agreement by the Vendor. However, if the NCDA&CS – PDAP and the Vendor mutually agree upon an increase in the number of single-day HHW events, the scheduling parameters, as described, herein, shall not be altered.

5.2.5 END-USER, STORAGE, PERMANENT HHW SITES: LOGISTICS, SCHEDULES, AND QUANTITIES

1. Material pickups at NCDA&CS-PDAP end-user/farm sites, satellite storage building sites, and permanent HHW sites may be in addition to the three/week single-day pesticide collection events scheduled during any particular week. These collection sites will be scheduled to be contiguous or closely grouped to minimize travel and time between the collection sites and the single-day pesticide collection events. Collections from these sites will be coordinated in conjunction with the single-day collection events whenever possible.

2. On a limited basis, grouping the end-user/storage/HHW site collections with scheduled collection day events will not be possible. The Vendor shall be notified in no fewer than 10 working days of the date that a pick-up from an end-user site, storage building site, and/or a permanent HHW site shall be completed. If notice of a pick-up is less than 10 working days,

the pick-up must be agreed to by both Vendor and PDAP. In many cases, 30 days or more of advance notice can be provided.

3. For the end-user sites, PDAP satellite buildings, and HHW Programs, PDAP will provide a physical address, appropriate location maps, and/or will guide the Vendor to each site where the collection will be conducted. For many of these pickups, PDAP personnel will guide the Vendor to the site and may remain on-site throughout the time that the materials are being packaged.
4. In some situations, where large amounts of pesticide materials are located at an end-user site, such as a farm, institution, or other location, the Vendor shall be required to be present at the location to collect pesticide materials for disposal. These sites could be located anywhere in North Carolina.
5. The Vendor shall be required to dispose of all pesticides collected from the PDAP storage locations. Some materials collected from PDAP storage locations will be obtained from the single-day pesticide collection events as described above. Other materials can originate from PDAP-sponsored single-day HHW Programs. Still other material can originate at end-user/farm sites, or from permanent HHW Programs. There are fourteen (14) NCDA&CS – PDAP satellite buildings in North Carolina. They are located at Arden, Maiden, Elkin, Salisbury, Hickory, Castle Hayne, Clinton, Lewiston-Woodville, Oxford, Kinston, Greenville, Plymouth, Goldsboro, and Clayton.
6. Some NCDA&CS-PDAP storage buildings are located at NCDOT Maintenance facilities or at NC State University/NCDA&CS Agricultural Research Stations. At any of these locations, as well as any HHW storage location, access to the storage building may be limited by hours of operation, locked gates or road restrictions. Thus, the Vendor shall coordinate pickup of pesticide materials with the operational schedule or other restrictions existing at the facility. NCDA&CS-PDAP personnel shall assist the Vendor in coordinating pickups of pesticides at these facilities.
7. The PDAP Vendor shall perform collection of pesticides from permanent HHW facilities that are sponsored by NCDA&CS upon notification by the Contract Administrator. Currently, there are sixteen (16) permanent HHWs that are sponsored by PDAP. The Contract Administrator may schedule with the Vendor and the HHW facility, if required. Typically, there are at least two (2) collections from each permanent facility in a calendar year.
8. As able, the pesticide collections from these permanent HHW facilities will be conducted either: (1) along with and in timing with other PDAP activity, or (2) in conjunction with privately scheduled Vendor-HHW activities. That is, if the Vendor is already under contract with the permanent HHW, the PDAP can authorize the Vendor to simultaneously collect the pesticides in storage at the permanent HHW on behalf of NCDA&CS, providing certain criteria are met, including a prior agreement between ALL involved parties PRIOR to any collections potentially involving PDAP.

5.3 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.

5.4 TECHNICAL APPROACH

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

Please Note: Failure to provide a complete and adequate response may be cause for rejection of your proposal. Be concise and to-the-point in your responses. Please state the Section and Item number in your response to ensure complete information is provided.

1. Company Administration

- a. **Company Summary**
Provide a historical summary of the Company, and experience with similar projects. If there is a parent Company, briefly provide a historical summary of its involvement with the prospective Contracting Company.
- b. **Company Abilities and Specialty**
Provide an overall understanding of the proposed contract from your Company’s perspective of abilities. Note what item your Company provides best to this contract in particular. List one item that is considered your Company’s specialty that may or may not pertain to this contract.
- c. **Company Contact Personnel**
List the contact personnel with your Company and any potential subcontractors in the categories below that will interact most with NCDA&CS – PDAP personnel. Include the name, base-office location, phone number, email, and a brief statement of qualifications citing experience with similar projects.
 - 1. Sales Representative
 - 2. Scheduling Contact
 - 3. Billing/Invoicing
 - 4. Safety Officer
 - 5. Lead Technical Advisor for Regulatory Compliance
 - 6. Lead Chemist
 - 7. On-Site Field Personnel
- d. **Company Financial Status**
List instances of the company or any of its principals ever filing for bankruptcy.
List any environmental companies bought or sold by your company over the past 5 years.
- e. **Additional Company Information**
Describe your company’s safety program and how it relates to the work outlined in this Proposal.
List any Trade Association memberships the Company possess in relation to this Contract.
List your Company’s EPA ID number for your primary facility to serve this contract.

2. Training and Regulatory

- a. **On-site Vendor Personnel Training**
Briefly list/describe the training given to on-site (1) chemists, (2) technicians, and (3) truck drivers proposed to perform this contract work (class name and frequency)
- b. **Regulatory Status**
List all violations (federal, state and/or local) committed by your Company during the past three (3) calendar years in North Carolina and in the state(s) where your Company intends to conduct business according to this Proposal and during the performance of the contracted efforts. For each situation, provide an exact description of the violation, the date committed, the federal, state or local statute or regulation involved, any penalties assessed, and the date that corrective action was completed.

Additionally, list all court-issued orders or consent orders, being negotiated, pending, entered into, or otherwise, by your Company during the past five (5) years.

Provide a name, agency and phone number of an official in the applicable regulatory agency that can be called in regard to each listed violation and/or consent or court order. Information provided in regard to violations and consent/court orders is subject to verification by PDAP.
- c. **Regulatory Inspections**
What was the date of the last Regulatory Agency inspection at the primary processing facility designated by your Company for the handling of this contract’s material? **List the Regulatory Agent’s name and contact phone number.** How often are inspections conducted at this site?

e. Agricultural ‘Clean Sweep’ Contracts

List and briefly describe your current or past involvement with any Agricultural ‘Clean Sweep’ contracts in various states (method of collection/annual volume/HHW inclusion/etc.). Quantify your active involvement with current contracts and list the State contact with phone number.

f. HHW Involvement

1. Describe and quantify your overall interaction with HHW programs within the state of North Carolina for the past three (3) years. Denote whether contracts are/were with permanent or single-day events and how many active relationships are.
2. In your description, list current contact name, title, and phone number for five (5) distinct and separate HHW contracts within the state of North Carolina that your Company was awarded within the past three (3) years.
3. If there were less than five (5) North Carolina HHW contracts awarded to your Company over the past three (3) years, then quantify the HHW contracts in North Carolina bid/proposed by your Company for the past three (3) years AND list current contact name, title, and phone number for at least three (3) HHW contracts awarded to your Company outside of North Carolina.
4. If your Company has not been awarded at least five (5) HHW contracts inside or outside of North Carolina combined, please note this in your description after listing the applicable contracts.

3. Field Activities

a. Emergency Response Information Contact

Does your Company currently have an ERI contract with anyone?

If so, denote the company name, phone, and contact number.

If not, what are your plans in the event of a transportation emergency?

Under this contract, do you plan for NCDA&CS to concurrently utilize your existing method, or would you require other arrangements?

b. Minimum Poundage

1. Periodically, the Vendor will be required to visit NCDA&CS – PDAP storage sites, HHW sites, and end-user sites for material pickups. Indicate in your response if your company has a Minimum Pounds requirement per site. If not applicable, indicate the lack of a minimum requirement in your response.

Minimum pounds per storage site: _____ lbs.

2. Potentially, the Vendor will be required to attend Saturday HHW single-day events to solely represent NCDA&CS PDAP for pesticide collection purposes (and not as a representative of the HHW Coordinator). Indicate in your response if your company has a Minimum Pounds requirement to solely represent NCDA&CS PDAP at HHW single-day events. If not applicable, indicate the lack of a minimum poundage requirement in your response.

Minimum pounds per HHW single-day event: _____ lbs.

c. Contingency Plan for Replenishment of Exhausted Supplies

Since it is a Contract requirement that no materials are left on site at the end of any event, describe your Company's contingency plan in the event that supplies and/or resources are exhausted while performing field activities inherent to this contract.

d. On-site Unknown Material Haz Cat / ID and Profiling

Describe your Company's field capabilities for determining Haz Cat and/or material ID.

Describe your Company's on-site procedure for profiling materials for transportation and proper disposal.

4. Materials Management

a. List of Facilities to be Utilized

Designate and briefly describe the operations for each waste facility, including any potential Vendor/subcontractors that your Company will use to complete this contract from receipt to final disposal (cradle-to-grave).

Specifically list your proposed primary final disposal site. Do you currently conduct business with this facility? Who is your primary contact's name and phone number at this facility?

Designate, in a specific manner, each of the services that will be utilized at each facility (storage, treatment, disposal) and its corresponding permit designation and status, and unique EPA Identification number.

List a Company site contact name and phone number for each facility listed.

List each state environmental governmental agency (unless regulated specifically by federal agency) along with a regulatory contact name and a telephone number that has regulatory jurisdiction over each listed facility.

b. Material Handling

Describe process and frequency of waste handling practices used to minimize liability of incoming material such as material profiling, physical parameter testing, etc. as it would relate to this contract in particular (on-site vs off-site testing or profiling / approval-process duration / contingency plans / analytical methods via in-house and/or subcontracted analysis, etc.).

c. Pesticide Segregation and Permits to Perform/Aid Contract

Describe your Company's on-site pesticide segregation requirements by listing the typical DOT shipping descriptions/profiles for pesticide materials collected. Identify materials that may be special materials or segregated and considered specialty items or exotic materials.

Describe any special permits currently held by your Company that would aid in the handling of any of the material collected of this contract.

d. Waste Tracking

Describe in detail your Company's waste tracking methods from receipt through disposal/recycling process. Include information on procedures to track lost items and notifications to clients.

Describe the system and timing for preparing manifests and disposal Certificates of Compliance (COCs) Describe your Company's plans for e-manifesting as related to the requirements of this Contract.

5. Mini-Bulk Disposal / Recycling and Program Enhancement

a. Pesticide Mini-Bulk/IBC/Tote Management

In summary, propose your method for handling, transporting, and disposal/recycling of pesticide contaminated/partially filled/unusable mini bulk/IBC/totes.

- b. Container Reuse/Disposal/Recycling and Program Enhancement**
Describe your Company’s container reuse/disposal/recycling program(s) related, or potentially related, to this proposal and program.
- c. Program Enhancement**
If any, describe your Company’s unique idea(s) or abilities that could enhance this program.

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. The Contract Administrator for the Department is responsible for arranging the collection events and coordinating with the Vendor. The Contract Administrator, or designee, will be on the site of each collection event. Any documentation required within this contract, including invoicing, shall be submitted to the Contract Administrator.

NCCA & CS Contact Information	
Name:	Derrick Bell
Department:	Agriculture and Consumer Services
Phone #:	919-280-1061
Email:	Derrick.Bell@ncagr.gov

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 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

The 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.

6.4 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:

1. Contract Administrator’s Observation
2. Public Feedback

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 FAITHFUL PERFORMANCE

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

1. Liquidated damages shall be charged in full, if Vendor fails to complete contract requirements and the State is required to hire another vendor to perform these services. Monies paid will be used to pay for new vendor services.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the 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.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the 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.

6.8 CONTRACT CHANGES

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

6.9 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.

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7.0 ATTACHMENT A: COST PROPOSAL

COST RESPONSE REQUIREMENTS / PRICING SCHEDULE:

The Offeror must complete the “Pricing Tables” on the next pages, as well as the minimum poundage lines in sections 5.4.3.b. There are three “Pricing Tables” below to be completed by the Offeror. Quantities are estimates. The State will pay for actual quantities collected based upon the unit cost stated below. The costs in the tables below represent historical annual usage and shall be firm and fixed for the first year of the contract.

SPECIFICATION DETAILS:

The Offeror must complete all three “Pricing Tables” given specifications below:

1. EVENT SET UP:

The Offeror is required to designate a per-event charge as set-up fee. This fee is to incorporate costs for labor, vehicle use and mileage, per diem, materials, supplies and equipment and all other associated costs of conducting a one-day collection event (excluding disposal costs). The per-event fee will be applied to each one-day pesticide collection event regardless of when and where scheduled. The per-event fee will NOT be applied to collections from NCDA&CS-PDAP facilities, HHW, or end-user facility material pick-ups unless warranted and agreed upon by both Contract Administrator and Vendor prior to the event.

2. POUNDS (LBS):

The Offeror shall submit a per pound price for pesticides to be properly packaged. Disposal costs shall be based on a per pound charge for collected pesticides, both identified and unidentified. ONLY NET WEIGHT of lab-packed and loose-packed pesticides will be tallied for poundage total.

3. BULK LIQUID DRUM (BLD):

The Offeror shall submit a per unit charge for a Bulk Liquid Drum pesticide container. Disposal costs shall be based on a per drum charge for a Bulk Liquid pesticide container that may range from 20-gallon in capacity to 85-gallon capacity. For example, a Bulk Liquid drum of 20-gallon capacity with 20 gallons of material within would be the same unit price as a Bulk Liquid 85-gallon drum with 20 gallons of material. Pricing is based upon a drum with bulk liquid contents and the overall capacity of the drum and not the volume of material within. Mini bulk/IBC/Tote sized containers are NOT included in this pricing item.

4. MINIBULK (MB) / IBC / TOTE:

The Offeror shall submit a per unit charge for each Mini-Bulk/IBC/Tote sized container that may range from 85 gallons in capacity to 500 gallons in capacity. Disposal costs will be based a per unit charge for the Bulk unit disposal and not based upon weight, contained volume, or maximum volume of container. For example, a Mini-Bulk with a 275-gal capacity with 275 gallons of pesticide material within would be the same unit price as a 500-gal capacity Mini-Bulk with 275 gallons of pesticide material within. The price is based on the Mini-Bulk and not the volume within.

5. MINIBULK CARCASS/EMPTY PESTICIDE CONTAINERS:

The Offeror shall submit a per unit charge for Cubic Yard Container/Carcass (CYC) of RCRA-empty contaminated pesticide containers and/or Mini bulk carcasses. In the event that collection participants offer pesticide-contaminated RCRA-empty pesticide containers (including bulk liquid and Mini bulk (MB) carcasses up to 500-gallon capacity) during collection activities, the Vendor shall collect and prepare the material in a cubic yard container for proper transport and subsequent disposal based upon the Cubic Yard Container/Carcass (CYC) unit price for MB.carcass/empty pesticide containers.

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COMPLETE ALL THREE PRICING TABLES ON THE FOLLOWING PAGES

YEAR ONE - INITIAL YEAR

ITEM #	DESCRIPTION (See Spec Details)	UNIT OF MEASURE	ESTIMATED QUANTITY (Annual)	UNIT COST (Each)	EXTENDED COST (Quantity x Unit Cost)
1	EVENT SET UP - One-day pesticide collection event (includes all labor, equipment, vehicles, supplies, per diem, event mileage and other appropriate charges other than waste disposal)	Event Setup	25	\$_____ Per Event	\$_____
2	POUNDS - Number of pounds collected for disposal via incineration of lab-packed pesticides	Pounds	200,000	\$_____ Per Pound	\$_____
3	BLD - Bulk liquid drums collected for disposal via incineration (20-gallon size drum)	BLD/DM	25	\$_____ Per Drum	\$_____
4	MB - Mini Bulk/IBC/Tote tanks unable to be recycled and requiring disposal (up to 500-gallon in size)	MB/IBC	25	\$_____ Per MB Unit	\$_____
5	CYC - Cubic Yard Container of empty contaminated pesticide containers incl BLD and Mini bulk carcass (up to 500-gallon in size)	CYC	15	\$_____ Per CYC Unit	\$_____
YEAR 1 TOTAL EXTENDED COST (ITEMS 1-5) :					\$

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YEAR TWO – 1ST OPTIONAL RENEWAL - (MAY OR MAY NOT BE PURCHASED BY THE STATE)

ITEM #	DESCRIPTION (See Spec Details)	UNIT OF MEASURE	ESTIMATED QUANTITY (Annual)	UNIT COST (Each)	EXTENDED COST (Quantity x Unit Cost)
1	EVENT SET UP - One-day pesticide collection event (includes all labor, equipment, vehicles, supplies, per diem, event mileage and other appropriate charges other than waste disposal)	Event Setup	25	\$_____ Per Event	\$_____
2	POUNDS - Number of pounds collected for disposal via incineration of lab-packed pesticides	Pounds	200,000	\$_____ Per Pound	\$_____
3	BLD - Bulk liquid drums collected for disposal via incineration (20-gallon size drum)	BLD/DM	25	\$_____ Per Drum	\$_____
4	MB - Mini Bulk/IBC/Tote tanks unable to be recycled and requiring disposal (up to 500-gallon in size)	MB/IBC	25	\$_____ Per MB Unit	\$_____
5	CYC - Cubic Yard Container of empty contaminated pesticide containers incl BLD and Mini bulk carcass (up to 500-gallon in size)	CYC	15	\$_____ Per CYC Unit	\$_____
YEAR 2 TOTAL EXTENDED COST (ITEMS 1-5) :					\$

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YEAR THREE – 2ND OPTIONAL RENEWAL - (MAY OR MAY NOT BE PURCHASED BY THE STATE)

ITEM #	DESCRIPTION (See Spec Details)	UNIT OF MEASURE	ESTIMATED QUANTITY (Annual)	UNIT COST (Each)	EXTENDED COST (Quantity x Unit Cost)
1	EVENT SET UP - One-day pesticide collection event (includes all labor, equipment, vehicles, supplies, per diem, event mileage and other appropriate charges other than waste disposal)	Event Setup	25	\$_____ Per Event	\$_____
2	POUNDS - Number of pounds collected for disposal via incineration of lab-packed pesticides	Pounds	200,000	\$_____ Per Pound	\$_____
3	BLD - Bulk liquid drums collected for disposal via incineration (20-gallon size drum)	BLD/DM	25	\$_____ Per Drum	\$_____
4	MB - Mini Bulk/IBC/Tote tanks unable to be recycled and requiring disposal (up to 500-gallon in size)	MB/IBC	25	\$_____ Per MB Unit	\$_____
5	CYC - Cubic Yard Container of empty contaminated pesticide containers incl BLD and Mini bulk carcass (up to 500-gallon in size)	CYC	15	\$_____ Per CYC Unit	\$_____
YEAR 3 TOTAL EXTENDED COST (ITEMS 1-5) :					\$_____