

**Northern Kentucky University  
Procurement Services  
Bid # NKU-53-19**

**RFQ  
For  
Hazardous Waste Removal, Transportation & Disposal**



**August 19, 2019**

**Proposal NO:** NKU-53-19  
**Issue Date:** 08/19/2019  
**Title:** Hazardous Waste  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6448

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

**Northern Kentucky University  
Procurement Services  
1 Nunn Drive  
617 Lucas Administrative Center  
Highland Heights, KY 41099**

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 09/09/2019 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.**

**NOTICE OF REQUIREMENTS**

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

**SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS**

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

**CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342**

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>DUNS #</b>
<b>PROPOSAL FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>Phone/Fax:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED</b>	<b>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

**NOTICE OF ADVERTISEMENT****BRIEF SCOPE OF WORK:**

Northern Kentucky University (NKU) is soliciting for a contractor to provide Hazardous Waste Removal, Transportation and Disposal Services in accordance with the Statement of Work included with this Request for Quotations (RFQ). NKU will award to the vendor that provides the best value to the University.

**PROJECT TIMETABLE:**

Request for Quote Issued	08/19/19
Last Day for Questions	09/02/2019 @ 12 PM ET
Proposals / Bids DUE	09/09/2019 @ 2 PM ET

**SUBMITTAL OF BID:**

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

**Blaine Gilmore  
Director, Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099**

**Please indicate the following on the envelope:**

**NKU-53-19  
Hazardous Waste Removal, Transportation and Disposal Services**

Note: Bids received after the closing date and time will not be considered.

**TERMS AND CONDITIONS**

Please follow link below to find general terms and conditions and instructions to proposer:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

**EVALUATION CRITERIA**

Price – 50%  
References – 15%  
Exceptions to any specifications - 15%  
Recent fines and NOV's from the EPA and OSHA – 20%

**SPECIAL CONDITIONS****GOVERNING LAW:**

Proposers shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Project Site or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting Contract shall be governed by Kentucky Law and any claim relating to this Contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

**CONTRACT TERM**

The contract resulting from this RFP shall be effective immediately upon award through June 30, 2022, and is renewable for up to four additional one-year renewal periods. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

**TERMINATION FOR CONVENIENCE**

Northern Kentucky University, Division of Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

**TERMINATION FOR NON-PERFORMANCE****Default**

The Director of Procurement Services may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) days period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

**Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

**INSURANCE REQUIREMENTS**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverage's insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

**COVERAGES****Workers' Compensation****Employer's Liability****Commercial General Liability, including operations/  
completed operations, products, and contractual  
liability (including defense and investigation costs)  
including this contract.****Business Automobile Liability, covering owned,  
leased, or non-owned autos****Pollution Liability****LIMITS****Statutory Requirements (Kentucky)****\$500,000/\$500,000/\$500,000****\$1,000,000 each occurrence  
(BI & PD combined) \$2,000,000 Products and  
Completed Operations Aggregate****\$1,000,000 each occurrence  
(BI & PD combined)****\$1,000,000 per and \$5,000,000 aggregate**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverage's and limits to Northern Kentucky University Procurement Services. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees.

**REFERENCES**

**Bidder Qualifications:** The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_

**Project Manager assigned to this project:** \_\_\_\_\_

**Brief Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_

**Project Manager assigned to this project:** \_\_\_\_\_

**Brief Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SPECIFICATIONS**

Northern Kentucky University (NKU) is soliciting for a contractor to provide Hazardous Waste Removal, Transportation, and Disposal Services in accordance with the Statement of Work included with this Request for Quotations (RFQ). NKU will award to the vendor that provides the best value to the University.

The University is a small quantity generator (SQG) that accumulates waste that is generated from teaching, research, and maintenance operations. NKU has modified our generator status in the past to a large quantity generator (LQG) status due to acutely hazardous waste produced. The University will typically require two pickups annually, but may require up to four. NKU has averaged 5,761 pounds of waste annually over the past three years.

## **STATEMENT OF WORK**

### **HAZARDOUS WASTE REMOVAL, TRANSPORTATION AND DISPOSAL SERVICES**

#### **Description of Work**

This Price Contract is for the services of a hazardous waste management firm to arrange for the proper pick-up, packaging, transportation, storage, and disposal of chemical waste in an environmentally sound and timely manner in accordance with all Federal, state, and local laws, regulations, and requirements. Universal Waste shall be recycled for reuse while all hazardous waste shall be disposed of in an environmentally sound manner. The vendor may be requested by NKU to have waste samples analyzed to confirm if they are regulated chemical waste.

#### **General Requirements**

- a. The vendor shall furnish all trained and experienced personnel, tools, equipment, materials, supplies, services, and documents specified and the expertise necessary to prepare, remove, transport, treat, recycle, or dispose of hazardous waste (as applicable). The vendor shall be responsible for classifying, inventorying, packaging, labeling, marking, loading, transporting, storing, treating, and disposing of chemical waste. The vendor shall abide by the Federal, state, and local regulations pertaining to the management of chemical waste in all states in which the waste is generated, transported, stored, and treated or disposed. All wastes identified in Table 1 that is regulated or amenable to incineration must be incinerated. Any items not amenable to incineration must be treated by the TSDF as required to render it non-hazardous and/or otherwise lawfully disposed.
- b. The vendor shall package and transport waste in a consciences manner to reduce costs to NKU while complying with all Federal, state, and local laws.
- c. All hazardous waste shall be shipped and disposed/treated in the United States only. Exceptions for this must have prior approval from authorized NKU personnel.
- d. The vendor shall have trained each hazmat employee regarding safe handling, storing, loading, unloading and transporting of hazardous materials and emergency preparedness for responding to accidents of incidents involving the handling and transportation of hazardous materials. The vendor shall furnish any and all personal protective equipment (PPE) and provide training in the selection, wearing, and maintenance of furnished PPE, as required by OSHA regulations.
- e. The vendor shall maintain all permits, licenses, and other forms of documentation and certification required for compliance with such laws and regulations.



f. If solid waste generated needs to be incinerated, as a means of disposal and destruction, to comply with environmental laws and ordinances, the vendor shall provide to the University proof that the incinerator will accept the waste.

g. In the event the vendor, its subcontractors, or any transporter or disposal facility used by the vendor should become noncompliant with respect to any Federal, state, or local environmental or safety and health law or regulation, the vendor shall not be relieved of the terms and conditions of this Price Contract, nor of its responsibilities and liabilities. The vendor shall notify NKU within two (2) business days and in writing specifying the nature and extent of the regulatory violation(s). The vendor shall be solely responsible to the extent of the law for all monetary citations as a result of non-compliance with applicable laws and regulations once the chemical waste is under the vendor's control. For Treatment Storage and Disposal Facilities (TSDFs) and recycling facilities, the vendor shall submit copies of all permits and licenses to NKU within ten (10) business days of a change in status during the life of this Price Contract when permits or licenses are amended, renewed, or replaced.

h. The vendor shall assign an employee as a primary point of contact for overall coordination of the services to be provided under this Price Contract. Telephonic, facsimile, electronic mail, or written communication from NKU shall be responded to by the vendor within 24 business hours. In the event the primary contact is temporarily unavailable, an alternate familiar with the activities of this Price Contract shall fulfill this provision. NKU must be notified in writing of the appointment of a replacement of the primary point of contact prior to assumption of work.

#### **Vendor Furnished Items**

a. The vendor shall furnish all facilities, equipment, materials, parts, tools, and administrative supplies necessary for the performance of the work of this Price Contract at no additional cost to NKU. Materials, equipment, and supplies procured by the vendor shall meet all Federal, state, and local regulations, specifications, and standards.

b. The vendor shall provide storage and shipping containers that are appropriate for the chemical waste streams generated by NKU. The vendor shall inspect the containers to ensure compliance with all applicable requirements prior to use by NKU and shipment by the vendor. The vendor shall provide containers for over packing, if needed, but shall repackage only after receiving authorization.

c. Upon request, the vendor shall provide the personnel and all packing materials for the preparation and transport of containerized lab packs. The vendor in all cases is required to certify that the waste is properly packaged and labeled in accordance with 49 CFR 178.

d. All packing operations, including marking and labeling and placarding shall be in accordance with 49 CFR 172, 173, 178, 179.

e. The vendor shall be responsible for proper disposal of the original container or packaging resulting from repackaging of wastes at no additional cost to NKU.

### **Chemical Waste Management**

a. The vendor shall possess, or ensure that subcontractors working under this Price Contract possess, applicable licenses to transport hazardous waste through the indicated states, licenses applicable to all Treatment Storage and Disposal facilities, and licenses to process and dispose of waste at its final destination. If the waste is listed as a mixed radioactive waste then the applicable Nuclear Regulatory Commission (NRC) license and required state identification numbers that are required for transportation and disposal of chemical waste.

b. The vendor shall assist NKU in the characterization and documentation of chemical waste streams including preparing waste analysis and profile sheets and conducting sampling and analysis of chemical wastes as may be required prior to disposal.

c. The manifest for the shipment shall be prepared by the vendor in accordance with applicable Federal, state, and local requirements prior to any shipment leaving the NKU facility. Nuclear Regulatory Commission (NRC) requirements for proper recording of waste disposal and manifests are defined in 10 CFR 20.2006 *Transfer for Disposal and Manifests* and Appendix G to 10 CFR Part 20. The manifest shall be presented to NKU for verification and signature at pick-up of chemical waste. The vendor shall number each manifest in Box #1 with the site specific EPA Identification Number, a consecutive unique five-digit number in the last five spaces of Box #1 and other information required by Federal, State, and local manifest preparation regulations. In the event the manifest has a pre-printed number in Box A, State Manifest Document Number, the vendor shall use the last five digits of the State Manifest Document Number in the last five spaces of Box #1. The vendor shall leave the appropriate signed and dated copies with authorized NKU personnel prior to departure.

d. The vendor shall provide an emergency notification contact and telephone number for use on the NKU chemical waste manifest. The contact point shall be operating on a 24-hour basis and be capable of providing emergency instructions for the identification and cleanup procedures of any spilled NKU chemical waste.

e. At the time of shipment, the vendor shall prepare Land Disposal Restriction ("land ban") notifications for any Resource Conservation and Recovery Act (RCRA) regulated hazardous wastes in accordance with 40 CFR Part 268. The vendor shall leave a copy of the land ban form with authorized NKU personnel at the time of pick-up.

f. For lab packs, if applicable, packing lists or inventory sheets shall be prepared by the vendor at the NKU campus and shall indicate the type of waste, net quantity, and size of containers. The packinglist or inventory sheet shall identify the lab pack or over pack container in which the inventoried item is placed. Packing lists or inventory sheets shall be affixed to the exterior of the corresponding container and shall accompany the manifest and other related documentation. Copies of the packing lists/inventory sheets shall be submitted with the invoice.

g. The vendor shall provide a PCB manifest if TSCA regulated PCB wastes (per 40 CFR 761) are transported from the NKU campus. Any PCB-only manifest shall record/display the facilities' unique "PCB waste ID numbers" for each individual container of regulated PCB waste disposed of. All PCB manifest information shall be printed legibly or typed and minimally contain that information required by applicable Federal, State, and Local hazardous chemical waste regulations. PCB waste manifest shall be submitted to NKU for review and signature during the facilities' operating hours and prior to the shipment of PCB wastes off-site. Authorized NKU personnel will review the PCB manifest for completeness and accuracy and may require corrections when necessary. Copies of the PCBmanifest, including any continuation sheets together with copies of all packing slips shall be hand delivered to authorized NKU personnel prior to shipment of PCB wastes from the facility to the Treatment Storage and Disposal Facility (TSDF).

h. If NKU chemical wastes must be placed in storage prior to ultimate disposal, the vendor shall not alter the original contents of any drum or lab pack material, unless required to maintaincompliance with applicable regulations or after receiving authorization from NKU.

i. Upon leaving the NKU campus, the description of chemical waste entered on the manifest shall be modified only subsequent to approval by authorized NKU personnel. Approvals for such modifications must be obtained for each manifest.

j. For lab packs, any acutely hazardous wastes must be packed separately from other containers.

## **Transportation**

a. The vendor shall also be responsible for all licenses, permits, and registration fees required for compliance with the transportation requirements, except as may be otherwise specified bylaw.

b. All containerized chemical waste must be transported in vehicles with fully enclosed cargo boxes. Each truck or van transporting chemical waste must have an emergency spill cleanup plan andbasic

cleanup equipment on board. Transportation personnel shall be trained in accordance with the applicable U.S. Department of Transportation and NRC regulations for the transportation of hazardous chemical materials.

c. Chemical waste and other materials, picked up by the vendor from non-NKU facilities may not be added to any container of chemical waste originating from the NKU campus. Chemical waste and other materials from non-NKU facilities may be transported on the same truckload as the NKU directed waste. Transporters shall be chosen, where possible, who do a minimum of interlining or intermediate stopping before reaching the disposal site. All NKU directed waste must be transported to the disposal facility or interim storage facility without delay, in accordance with NRC manifest regulations. The vendor must notify NKU if 10 calendar days or more have elapsed during shipment.

### **Treatment, Storage, and Disposal**

a. The vendor shall use only disposal facilities that have a valid permit to manage the types of chemical waste and other permits/licenses as necessary in the event of mixed waste streams (multi-regulated) generated by NKU, and the vendor shall be responsible for determining that the permit allows for the type of management and disposal intended for that waste. The vendor shall also verify that any subcontractor handling chemical waste, including a transporter, is in compliance with all applicable Federal, state, and local regulations.

b. The vendor shall maximize the use of treatment facilities that employ validated, best available technologies to permanently destroy or render NKU waste chemical/non-hazardous.

c. The Land Disposal Facility shall prepare Certificates of Treatment/Disposal/ Destruction that clearly identify the name and NKU ID number, the associated Waste Manifest Document Numbers(s), and the method(s) of treatment/disposal/destruction for the waste. Copies of the Certificates of Treatment/Disposal/Destruction shall be submitted to authorized NKU personnel.

d. In the event that chemical waste is misidentified by NKU and is therefore refused by the TSDF, reasonable additional costs incurred by the vendor shall be subject to an equitable adjustment.

e. An initial list of proposed incineration facilities for NKU chemical waste shall be identified by the vendor and provided for proposal evaluation purposes. The vendor shall supply copies of all permits and other evidence of legal compliance for each TSDF facility. Documentation shall be provided to authorized NKU personnel prior to material pick-up.

f. No chemical waste taken from the NKU shall be shipped to, stored in, or disposed of at any location not listed as a permitted treatment, storage, disposal facility (TSDF) by the EPA or applicable States. All disposal facilities shall be located in the United States.

## **Emergency Spill Response Plan**

- a. The vendor shall submit a copy of their emergency response procedures to the Project Lead. The vendor shall be responsible for obtaining and complying with the NKU laboratory's emergency spill response plan. Where discrepancies exist between the vendor and NKU procedures, they shall be identified and resolved with the local SHEMP Manager. The local SHEMP Manager will also provide the vendor with inventories of chemical materials designated for treatment, storage, and disposal.
- b. For the purpose of this PRICE CONTRACT, the vendor shall be responsible for the spill cleanup that the vendor causes at the NKU facilities or during transportation of NKU wastes and shall bear the cost of cleanups and any additional disposal costs.
- c. If chemical waste generated by the NKU is spilled, for which the vendor is responsible, the vendor shall submit a Spill Report identifying all spills by type and amount of chemical and identifying personnel exposures that occur involving spilled waste, whether at any pick-up or storage location or during transportation. The vendor shall provide certification that the spill was removed, a statement regarding the effect on any employees, and a description of the cause. Such an incident shall be reported immediately, but no later than 24 hours after such incident, by telephone to the appropriate regulatory authorities (including the National Response Center, if in excess of the reportable quantity) and NKU. The vendor shall follow up the telephone report in writing no later than seven (7) days after leaving the NKU campus.

## **Documentation**

- a. The vendor shall possess all applicable permits, licenses, and other forms of required documentation and certifications required for compliance at the time of award of this PRICE CONTRACT, except as may be otherwise specified by law.
- b. A copy of proof of insurance. Insurance shall be provided prior to commencement of work, the vendor shall furnish to the contracting officer a certificate or written statement of all insurance.
- c. The vendor shall monitor the movement of chemical waste (and mixed waste) from the NKU facility until final disposition. Each container of waste listed on an incoming manifest shall be assigned a container-specific identifier by which the container shall be tracked.
- d. The vendor is required to assure the return of the appropriate signed and dated copy of the uniform chemical waste (and other RCRA or TSCA manifests, if applicable) manifest from the final disposition point to the originating laboratory within 30 calendar days from pick-up of the materials.

## **Use of Subcontractors**

a. The vendor shall not employ the services of any subcontractor, including transporters and TSDF's, who handle chemical waste without prior approval of NKU. NKU reserves the right to prohibit the vendor from employing the services of a subcontractor to treat, transport, dispose, or store wastes generated by NKU specified herein who does not possess the ability to satisfactorily perform in accordance with the provisions of this PRICE CONTRACT. The use of a subcontractor or subcontractors does not relieve the vendor of any requirement set forth in this PRICE CONTRACT. The vendor is responsible for ensuring that any subcontractor(s) perform in accordance with the PRICE CONTRACT terms and conditions.

b. If the vendor requests approval of additional TSDF's or transporters, NKU must be allowed 10 business days to evaluate such requests. The additional TSDF's or transporters must meet the same standards contained in the solicitation for TSDF's or transporters. The vendor is not relieved of the contractual obligation to remove and dispose of all chemical wastes identified in the PRICE CONTRACT award within the contractual time frames during the period NKU is evaluating the request(s) for additional subcontractor(s).

c. The TSDF's approved for use under this PRICE CONTRACT are only approved subject to all services being performed in accordance with all Federal, state, and local laws and regulations and the TSDF's permits. The vendor must have the capability to meet the removal and disposal time frames required by the PRICE CONTRACT for all waste streams identified in the Attachments.

## **DELIVERIES OR PERFORMANCE**

### **Time of Performance**

a. The vendor must make arrangements with NKU within five (5) business days from the receipt of a call for pick-up of chemical waste.

b. The manifest shall be presented to authorized NKU personnel for verification and signature at the scheduled pick-up of chemical waste.

c. The vendor shall remove the chemical waste no later than 21 business days after receipt of a call or by agreed date of pick-up approved by NKU.

d. Copies of the returned signed hazardous waste manifest, indicating that the shipment of waste has reached its final destination (and which has been signed by the destination facility) must be received by NKU within 30 calendar days from the date of the shipment.

e. Disposal of all wastes removed by the vendor shall be completed as follows:

1.) Within eight months after issuance of each call for chemical/radioactive waste with a final disposal method other than destructive incineration. The Certificate of Destruction must be provided to the NKU facility at that time.

2.) Within 10 months after issuance of each written Call Order for chemical/radioactive waste requiring a final disposal method of destructive incineration. The Certificate of Destruction must be provided to the NKU facility at that time.

### **Payment Schedule**

The vendor shall receive full payment for pick-up and disposal upon the NKU's receipt of the manifest signed by the final disposition facility.

### **Vendor Response**

Please include in your response to this RFQ the following:

1. A background your company including years of experience
2. A list of recent (within the last 5 years) fines and NOV's from the EPA and OSHA
3. Exceptions to any of the specifications of this RFQ
4. At least five references (at least two should be colleges/universities)
5. Table 1 - List disposal cost of each line based on lab packs (assume 4 liter containers)
6. Table 2 – List cost of each disposal method based on container size, cost labor per hour, and cost of truck charges (add any charges not listed that may be part of this contract)

**TABLE 1**

Description	Federal Waste Code(s)	Annual Qty	Unit	Cost
Waste Flammable Liquids	D001	303	lbs	
Waste Flammable Liquids, Corrosive	D001, D002	352	lbs	
Waste Flammable Liquids, Corrosive	D001	240	lbs	
Waste Printing Ink, Flammable	D001	240	lbs	
Waste Flammable Liquids, Toxic	D001, D022, U044	400	lbs	
Waste Ethers	D001, F003, U117	1	lbs	
Waste Flammable Liquid, Toxic, Corrosive	D001	5	lbs	
Waste Zinc Powder	D001, D003	2	lbs	
Waste Oxidizing Liquid	D001, D011	15	lbs	
Waste Oxidizing Liquid, Toxic	D001, D005, D008, D011	40	lbs	
Waste Mercuric Chloride	D009	15	lbs	
Waste Toxic Liquids, Organic	D004, D007, U044, U188	240	lbs	
Waste Corrosive Liquid, Basic, Inorganic	D002	198	lbs	
Waste Nitric Acid	D001, D002	160	lbs	
Waste Corrosive Liquid, Toxic	D002, D011	20	lbs	
Waste Corrosive Liquid, Acidic, Inorganic	D002	75	lbs	
Waste Corrosive Liquid, Basic, Organic	D002	20	lbs	
Waste Mercury Contained in Manufactured Articles	D009	15	lbs	
Waste Flammable Liquids, Corrosive	D001, D002, D018, F003, F005	30	lbs	
Waste Flammable Liquids, Toxic	D001, D022, F002, F003	710	lbs	
Waste Flammable Liquids, Toxic	D001, F002, F003	15	lbs	



Description	Federal Waste Code(s)	Annual Qty	Unit	Cost
Waste Hydrogen Peroxide, Aqueous Solutions	D001, D002	10	lbs	
Waste Oxidizing Liquid, Toxic	D001, D0003, D005, D008, D011	30	lbs	
Waste Oxidizing Solid, Corrosive	D001, D003	10	lbs	
Waste Thioglycol	D003	10	lbs	
Waste Toxic Liquids, Flammable, Organic	D011, U188	30	lbs	
Waste Corrosive Liquids, Flammable	D001, D002, F003	30	lbs	
Waste Corrosive Liquids, Flammable	D001, D002	5	lbs	
Waste Corrosive Liquids, Oxidizing	D001, D002	140	lbs	
Waste Nitrate Acid Mixtures w/ <50% Nitric Acid	D002	5	lbs	
Waste Acetic Acid Glacial w/ >80% Acid by Mass	D001, D002	10	lbs	
Waste Corrosive Liquids, Toxic	D002	60	lbs	
Waste Corrosive Liquids, Toxic	D006	10	lbs	
Waste Corrosive Liquids, Toxic	D002, D007	120	lbs	
Waste Corrosive Liquids, Toxic	D002, D009	10	lbs	
Waste Corrosive Liquids, Toxic	D003	10	lbs	
Waste Corrosive Liquids, Toxic	D005	15	lbs	
Waste Corrosive Liquid, Acidic, Organic	D002	110	lbs	
Waste Nitric Acid not Red Fuming 65%-70% NA	D001, D002	40	lbs	
Waste Nitric Acid not Red Fuming <20%	D001, D011	30	lbs	
Hazardous Waste Liquid	D011, U188	240	lbs	

Total		
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**Table 2****Container Size**

<b>Waste Description</b>	<b>5gal</b>	<b>16gal</b>	<b>30gal</b>	<b>55gal</b>
Liquid for Fuels Blending				
Labpack for Aqueous Treatment				
Labpack Acid & Acid Compatibles for Aqueous Treatment				
Labpack Basic & Basic Compatibles for Aqueous Treatment				
Labpack Organics for Aqueous Treatment				
Mixed Batteries for Reclamation				
Lead Acid Batteries for Reclamation				
Lithium Batteries for Incineration				
Labpack for Incineration				
Labpack Dioxins & Dioxin Precursors				
Labpack Elemental Mercury for Stabilization/Landfill				
Labpack for Fuels Blending				
Labpack for Landfill				
Non-Processable Paint & Paint Related Material for Incineration				
Processable Paint & Paint Related Material for Fuel Blending/Incineration				
Labpack Reactives for Incineration				

Waste Description	Cylinder	30gal	55gal
Propane Cylinders for Recycling			
Propane Cylinders for Disposal			
Fixer			
Paint & Mineral Spirits			
Paint & Thinner			

Labor	per Hour	Comments
Chemist		
Chemist Overtime		
Chemist Double-time		
Equipment Operator		
Equipment Operator Overtime		
Equipment Operator Double-time		
Truck Charge		