

Administered by UNIVERSITY OF MAINE SYSTEM Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

HAZARDOUS WASTE DISPOSAL SERVICES University of Maine

RFP # 34-13

ISSUE DATE: May 6, 2013

OPTIONAL PRE-PROPOSAL MEETING: <u>Thursday, May 23, 2013 at 1:30 p.m.</u>

PROPOSALS MUST BE RECEIVED BY: June 6, 2013

DELIVER PROPOSALS TO:

University of Maine System Office of Strategic Procurement Attn: Hal Wells 16 Central Street Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

1.1 Purpose: The University of Maine System acting through the University of Maine, is seeking proposals for the provision of Hazardous Waste Disposal Services as outlined below.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The University is seeking an experienced and qualified Contractor to package, manifest, label, transport, and dispose of hazardous waste generated by the University. Hazardous wastes are generated from teaching, research and maintenance operations. The University currently consists of two large quantity generator sites and six small quantity generator sites in northern and central Maine.

The large quantity generation sites are:

University of Maine campus in Orono Darling Marine Center in Walpole

The small quantity generation sites are:

Aroostook Farm in Presque Isle Highmoor Farm in Monmouth Blueberry Hill in Jonesboro Rogers Farm in Stillwater Camp Tanglewood in Lincolnville FBRI Technology Research Center in Old Town Hutchinson Center in Belfast 4-H Camp and Learning Center in Bryant Pond Center for Cooperative Aquaculture Research in Franklin

While there has not been waste generated in recent years from the University's approximately fourteen (14) Cooperative Extension Offices located around the State, the possibility exists for small quantities to be generated at these locations.

Five waste pick-ups per year will be made at the large quantity generations sites. These pickups shall occur not more than ninety (90) days apart. Current dates already scheduled for the coming year are the weeks of July 22-26, 2013, October 21-25, 2013, and December 16-20, 2013. The small quantity generations sites will have one or two pick-ups per year.

A sample Waste Profile is included as Attachment A. The quantities shown represent historical data only. The contract shall cover the actual needs of the University throughout the term of the contract whether they are more or less than the quantities indicated.

Any contract resulting from this RFP shall be open to the other campuses of the University of Maine System (UMS). UMS is comprised of six other universities located throughout the

State in addition to the University of Maine.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:
 - 1.4.1 Cost of Service
 - Disposal cost for small quantities
 - Disposal cost for recyclables
 - Disposal cost per pound and/or per gallon
 - Labor costs
 - Transportation costs
 - Cost of supplies
 - 1.4.2 Quality of references
 - Proven ability to perform services as required
 - History of reliable, prompt, and thorough services
 - Accuracy and timeliness of documentation (manifests, universal bills of lading, certificates of recycling, tracking reports and invoices).
 - Demonstrated ability to perform on site work safely and efficiently for clients similar to the University.
 - 1.4.3 Quality of transporter and/or primary contractor
 - Record of safety and regulatory compliance
 - Ability to handle emergency situations during transport
 - Financial stability
 - Record keeping
 - 1.4.4 Quality of Treatment, Storage and Disposal Facilities (TSDF)
 - Record of regulatory compliance
 - Emergency preparedness and prevention
 - Record keeping and inventory control
 - Ability to handle electronics presented for reuse/recycling/disposal including data protection standards
 - Ability to handle complicated waste streams
 - Financial stability
 - Disposal of residues from treatment processes
 - 1.4.5 Miscellaneous
 - Number of waste disposal sites
 - Time from pickup to destruction/demanufacturing of wastes and issue of certificates of recycling or disposal
 - Potential for long term liability
 - Other services available
- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, <u>www.maine.edu/strategic/upcoming_bids.php</u>. It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells Office of Strategic Procurement University of Maine System 16 Central Street Bangor, Maine 04401 (207) 973-3302 hcwells@maine.edu

The deadline for inquires is May XX, 2013. The University will respond to written inquiries not later than close of business, May XX, 2013.

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost proposal/submission if that proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University <u>will</u> honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), <u>1</u> <u>MRSA §401 et seq</u>. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the

specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #34-13

1.15 Proposal Submission: A SIGNED original and three (3) copies (FOUR TOTAL) of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by Thursday, June 6, **2013.** to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check http://www.maine.edu/alerts/ to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. The envelope must be **clearly** identified on the outside as follows:

> Name of Bidder Address of Bidder Due Date RFP #34-13

1.16 Pre-Proposal Conference: A conference will be held on Thursday, May 23, 2013 at 1:30 p.m. local time at the University of Maine's Purchasing Department's Conference Room, 5765 Service Building, Orono, ME 04469. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **optional**. Firms planning to attend this pre-proposal conference should contact Hal Wells at hcwells@maine.edu no later than 4:00 p.m. local time on Wednesday, May 22, 2013, with the names and titles of the individuals who will attend.

1.17 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Administration: The Associate Director of Safety and Environmental Management designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 Contract Term: The Contract term shall be for a period of one (1) year commencing upon award of the contract. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.5 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 Non-Waiver of Defaults: Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within forty-eight (48) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.9 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.10 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, (207) 581-1226.
- 2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 Contractor's Liability Insurance: The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the University, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of subcontractor has been so obtained and approved.

The Contractor and any subcontractor shall purchase and maintain such insurance as will protect themselves from claims set forth below which may arise out of or result from the Contractor's or subcontractor's execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
- 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;
- 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;
- 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
- 5. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
 - A. General Liability shall provide coverage for premises and operations, products and completed operations, Contractual and personal injury liabilities. Coverage shall be provided on a standard Insurance Services Office Commercial General Liability Form CG001 or comparable form.

General Liability shall be provided with the following minimum limits:

1. General Aggregate	\$5,000,000
2. Products & Completed Operations Aggregate	\$5,000,000
3. Personal Injury Aggregate	\$5,000,000
4. Each Occurrence	\$5,000,000
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5. Owners and Protective Liability included in above limits.

Aggregate limits shall apply to all activities conducted under this contract.

B. Environmental Impairment Liability (EIL)

1. General Aggregate	\$5,000,000
2. Products & Completed Operations Aggregate	\$5,000,000
3. Personal Injury Aggregate	\$5,000,000
4. Each Occurrence	\$5,000,000

5. Owners and Protective Liability included in above limits.

Aggregate limits shall apply to all activities conducted under this contract.

- C. Professional Liability, Errors and Omissions
 - 1. Each Occurrence\$1,000,000
- D. Workers' Compensation Coverage shall be provided on a statutory basis according to Maine Law and will apply to all personnel on the job site.

1. Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease

\$500,000 each accident \$500,000 each employee \$500,000 policy limit

- E. Vehicle Liability Insurance shall cover all owned and hired vehicles as well as Employer's non-ownership liability.
 - 1. Combined Single Limit of Liability \$1,000,000

Coverage can be written either on a primary basis or in conjunction with an umbrella liability policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability Insurance and the Environmental Impairment Liability. As additional insured and certificate holder, the University should be named as follows:

The University of Maine System 16 Central Street Bangor ME 04401

Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining written notification in the event of cancellation, with a thirty (30) day notification period.

Certificates of Insurance shall be filed with:

Office of Strategic Procurement University of Maine System 16 Central Street Bangor, Maine 04401

All coverage shall be provided by companies licensed by the State of Maine Bureau of Insurance.

Property Insurance: Contractor is responsible for property insurance on all of the tools, equipment or material brought to the site. Any damage to any of the materials provided by the Contractor is the responsibility of the Contractor.

2.17 Smoking Policy: The University of Maine is a tobacco free campus. This policy applies to faculty, staff, contractors, vendors, and visitors. The use of tobacco and all smoking products is not permitted on any University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles.

Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

The Contractor shall be responsible for the implementation and enforcement of this requirement.

Additional information regarding the tobacco free campus policy is located at: <u>http://umaine.edu/tobaccofree/</u>.

- 2.19 Payments: Payment will be upon submittal of a signed and completed manifest to the Safety and Environmental Management Department and an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.20 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling the University Parking Office at 581-1226.
- 2.21 Job Site Safety: The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to Contractor employees or other persons who may be affected nearby. The Contractor shall exercise the utmost care and carry out activities in the execution of this contract under supervision of properly qualified personnel. The Contractor shall comply with required applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property or their protection from damage, injury or loss. The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published safety and health regulations for general Occupational Safety and Health (29 CFR 1910) for the duration of this contract. The Contractor shall, before the first application for payment, submit the name(s) of the person(s) who shall have designated responsibility for job site safety under this contract and who shall be knowledgeable about the OSHA regulations.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency (EPA), the U. S. Department of Transportation (DOT), Maine Department of Environmental Protection (DEP), state and federal Occupational Health and Safety authorities, the Maine Department of Transportation (MDOT), and any local regulations relating to the wastes managed under this contract.
- 3.2 Quantities: A Waste Profile Report is included as Attachment A. The quantities shown represent historical data for the most recent alternate years of available data. The contract shall cover the actual needs of the University throughout the term of the contract whether they are more or less than the quantities shown.
- 3.3 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the prior written consent of the Contract Administrator.
- 3.4 Inspection: The University reserves the right to inspect any and all transportation, storage, treatment, or disposal facilities unannounced during regular business hours.
- 3.5 Condition and Care of Site and Protection of Work: The Contractor shall continuously maintain adequate protection of all work covered by the contract from damage or loss and shall protect the property from injury or loss arising in connection with the contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the contract documents.
- 3.6 For every manifest of waste picked up by Contractor, Contractor shall provide a written report certifying disposition of the waste. This report must include the manifest number, the date picked up, the University facility it was shipped from, the name and location of the recycling, treatment, storage or disposal facility that the waste was transported to, and the disposal method. Each report shall be signed by a responsible company representative.
- 3.7 Fuel Surcharges: Fuel surcharges will not be accepted. Bidders shall include all transportation and fuel costs in the price quotations.

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

- 4.1 Business Profile:
 - 4.1.1 Provide a brief business summary (one page or less) on your company. The summary should include whether you are publicly or privately held, how many years you have been in business, what your annual sales are, how many full-time employees you have, examples of any business you have done with the University.
 - 4.1.2 Submit a detailed description of personnel health and training programs.
 - 4.1.3 No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
 - 4.1.4 Provide any published reports about your company.
- 4.2 Disposal Facilities
 - 4.2.1 All waste must be disposed of within the United States unless the Contractor can demonstrate that there are no means for disposing of the waste within the United States. Under such circumstances, wastes shall not be disposed outside of the United States unless prior written authorization from University has been submitted to the Contractor.
 - 4.2.2 List <u>all</u> primary disposal facilities that will be used (listed on manifests). Provide the following information for each facility.
 - Name, EPA TSDF ID number, and address
 - Copies of letters issued granting RCRA Part B permit
 - State Environmental Agency contact
 - Date and results of most recent inspection
 - Copies of all NOVs received in the past three (3) years
 - Summary and status of Consent Agreements
 - Summary of recycling efforts undertaken
 - Describe how residue from treatment processes is disposed of
- 4.3 Transportation: Provide the following information for each transporter.
 - Name, transporter's license numbers and addresses
 - Emergency phone number
 - Summary of any pending liability claims
 - Statement of compliance with Federal Motor Carrier Safety Regulations

- 4.4 Miscellaneous: List and describe any available in-transit storage areas, secondary transporters, or subcontractors that may be used in the transport or wastes to the primary disposal facility.
- 4.5 Transportation costs:
 - 4.5.1 List transportation, waste handling, and other charges that are not related to time spend on site performing labpack, bulking or loading operations.
 - 4.5.2 List labor or other per hour charges for travel. Include an estimate of charges for a round trip to Orono, Maine.
 - 4.5.3 List per trip charges (e.g. mileage or mobilization fees) and any additional shipping charges associated with the shipment of certain wastes (i.e. shipping for cyanide, dioxin, low level radioactive materials, or PCBs that will require a separate truck). Include an estimate of charges for a round trip to Orono, Maine.
- 4.6 On-Site Costs:
 - 4.6.1 Provide labor costs for labpack, bulking, and loading operations. Include job titles and the number of each classification normally sent on labpack waste pickups. Also include job descriptions for each class of employee sent.
 - 4.6.2 Describe other charges such as per-diem charges and the criteria for determining when such charges are necessary.
 - 4.6.3 Describe the costs associated with fingerprinting unknowns and any unusual disposal costs associated with the unknown (i.e. charge per unknown, labor charges, suits, special packing, and special crews.)
 - 4.6.4 Provide costs for cleaning and decontaminating rooms or labs. Describe how these services are performed and priced.
 - 4.6.5 Describe how services for call out and response to emergencies such as spills or leaks are performed and priced.
- 4.7 Disposal categories and associated costs:
 - 4.7.1 Labpacks: List labpack container sizes and the quantity of waste that will fit in the container (gallons of liquid and cubic feet of solids)
 - 4.7.2 Labpacks: For each of the following categories:
 - List the disposal facility and disposal method for each waste category
 - Provide the cost for disposal of one (1) pound of labpacked waste
 - List the cost of disposal for each size labpack
 - If incinerated, specify whether labpacks will be depacked before incineration

Categories:

- Standard Labpack Chemical (i.e. labpacks not listed elsewhere)
- Acutely Toxic Labpacks (e.g. P&F (H) listed wastes
- Oxidizer (e.g. Nitric Acid)
- Reactive (e.g. Sodium Metal)
- Formaldehyde packed specimens

- Pesticides and DEA controlled substances
- Cyanide/Sulfide
- Dioxin/Furan
- PCB

4.7.3 Bulk Quantities: For each of the following categories:

- List the disposal facility and disposal method for each waste category
- Unless otherwise specified, provide the cost for disposal of a 55-gallon drum including any applicable shipping charges.

Categories:

- Mixed Organic Solvents (low chlorine, <3,000 BTU/gal)
- Mixed solvents halogenated
- Organic solvent or oil-contaminated soils and sludge
- Acids/bases containing heavy metals (e.g. chromium, lead, cadmium, copper)
- Waste Photographic Fixture (30-gallon drum for silver recovery)
- PCB containing fluorescent light ballasts (cost per pound or Kg)
- PCB containing electrical transformers (cost per pound or Kg)
- Contaminated aqueous liquids for waste water treatment
- 4.7.4 Universal Waste Electronics Recycling and Preferred Recycle Wastes: For each of the following categories:
 - List the disposal facility
 - Provide the unit cost for recovery and method of recycling

Categories:

- Mercury containing glass/debris and recyclable mercury compounds
 - Fluorescent lamps
 - o 4' tubes
 - \circ 8' tubes
 - o U tubes
- Other Mercury containing compact lamps
- Mercury batteries
- Lead Acid (gel type)
- Nickel cadmium and nickel hydride
- Televisions, Computer CRTs
- Gaylord Boxes of used Electronic Equipment (Non-CRT)
- 4.7.5 Compressed Gas Cylinders:
 - Provide price per unit for known contents
 - Provide price per unit for unknown contents
- 4.7.6 Radioactive Wastes: For each of the following categories:
 - List the disposal facility
 - Specify disposal container size and cost
 - Describe packaging requirements and categories of cost

Categories:

- Labpack quantities of mixed radioactive/hazardous wastes
- Drum quantities of low-level radioactive waste with mixed isotopes
- 4.7.7 DEA controlled substances

- List disposal methods/facilities
- List authorizations
- Methods of documentation and assurance
- 4.8 Describe capabilities for providing the following services:
 - Emergency response capabilities with timetable for response
 - On-site chemical characterization of unknowns
 - Drum tracking system
 - On site stabilization of explosives, reactives, unstable/shock sensitive materials
 - Preparation of packing lists and bulk characterization forms
 - Availability of a an on-site chemist
- 4.9 University is interested in the range of value-added services that are offered by bidders. List additional services you would provide free of additional charge as part of this contract, For services that would have an additional charge under this contract, please specify costs.

Specific services of interest include:

- Computerized tracking of profiles and wastes leaving the University
- Waste recycling options and other waste minimization programs.
- Annual RCRA/DOT Refresher training options, OSHA 8 hour HAZWOPER Refresher training
- Reactive chemical use/management, compressed gas use/management training
- Biennial Reporting preparations
- Regulatory update Seminars
- Consulting services
- 4.10 References: Provide a list of three references which include the client's name, contact name, title and phone number. Clients listed should be for services provided within the last three years and shall be for requirements similar to those specified herein.

SIGNATURE PAGE

COMPANY NAME: _____

By:

(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A WASTE PROFILES

2003		
CODE	WASTE CODE DESCRIPTION	AMOUNT (LBS)
D001	Waste Solvents	13,335
D002	Corrosive Wastes	9,225
LABP	Labpack Waste	12,145
LABP	Acutely Toxic	425
D009	Mercury Wastes	569
M002	Transformers & Ballasts	1,479
MR008	Recycled Electronics	16,890
MR009	Fluorescent Bulbs	5,824

2005		
CODE	WASTE CODE DESCRIPTION	AMOUNT (LBS)
D001	Waste Solvents	3,064
D002	Corrosive Bulk	4,908
LABP	Corrosive Wastes	5,842
LABP	Labpack Wastes	12,492
LABP	Acutely Toxic	191
D009	Mercury Wastes	1,363
M002	Transformers & Ballasts	150
MR008	Recycled Electronics	13,661
MR009	Recycled Fluorescents	5,560
NORM, C-14, H-3	Low Level Radioactive Materials Dry	175
Mixed C-14, H-3	Low Level Radioactive Mixed Waste	33

2007		
CODE	WASTE CODE DESCRIPTION	AMOUNT (LBS)
D001	Waste Solvents	4,557
D002	Corrosive Bulk	4,401
LABP	Corrosive Wastes	4,454
LABP	Labpack Wastes	6,124
LABP	Acutely Toxic	158

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D009	Mercury Wastes	1,400
M002	Transformers & Ballasts	721
MR008	Recycled Electronics	37,741
MR009	Recycled Fluorescents	11,872
MRD002,3,6/8	Batteries	540
Mixed C-14, H-3	Low Level Radioactive Mixed Waste	25

CODE	WASTE CODE DESCRIPTION	AMOUNT (LBS)
D001	Waste Solvents	3,550
D002	Bulked Corrosive Wastes	4,342
LABP	Labpack Wastes	8,182
LABP	Acutely Toxic	285
D009	Mercury Wastes	364
M002	Transformers & Ballasts	757
MR008	Recycled Electronics	46,267
MR009	Recycled Fluorescents	4,382
MRD002,3,6/8	Batteries	36

2011		
CODE	WASTE CODE DESCRIPTION	AMOUNT (LBS)
D001	Waste Solvents	6,387
D002	Bulked Corrosive Wastes	82
LABP	Corrosive Wastes	5,133
LABP	Labpack Wastes	9,862
LABP	Acutely Toxic	111
D009	Mercury Wastes	594
M002	Transformers & Ballasts	633
MR008	Recycled Electronics	62,260
MR009	Recycled Fluorescents	2,430
MRD002,3,6/8	Batteries	13
LABP –C14	Low Level Radioactive Scintillation	120

Scheduled Pick Ups - Orono and Darling Marine Center are as follows:

Week 11 Week 21 Week 30 Week 43 Week 51

Electronics Pickups for Orono, as needed.

Small Quantity Generator Sites will be scheduled as needed and finalized two weeks prior to pickup date.