

**REQUEST FOR PROPOSALS**

**NKU-12-23**



**Hazardous Waste Disposal**

**12/2/2022**

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

**Proposal NO:** NKU-12-23  
**Issue Date:** 12/2/2022  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6449

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

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

**IMPORTANT: BIDS MUST BE RECEIVED BY: DATE AND TIME IN SECTION 3.1. HIGHLAND HEIGHTS, KY time.**

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at the [NKU Procurement Website](#), 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 KRS45A.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.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

**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>FEDERAL EMPLOYER ID NO.:</b>	<b>WEB ADDRESS:</b>

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME (Please Print Legibly): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

State of \_\_\_\_\_)

County of \_\_\_\_\_)

The foregoing statement was sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_

(Notary Public)

My Commission expires: \_\_\_\_\_

***THIS DOCUMENT MUST BE NOTORIZED***

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## 1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the Northern Kentucky University prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agent" means Northern Kentucky University appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means Northern Kentucky University.

**2.0 GENERAL OVERVIEW**

**2.1 Intent and Scope**

See Section 4.4

**2.2 Background Information**

See Section 4.4

**2.3 University Information**

Additional information regarding Northern Kentucky University can be found at <https://inside.nku.edu/>

**3.0 PROPOSAL REQUIREMENTS**

**3.1 Key Event Dates**

Release of RFP	12/2/22
Pre-Proposal Conference (Optional)	None
Deadline for Written Questions	Noon Eastern Time on 12/16/2022
RFP Proposals Due	2 p.m. Eastern Time on 1/5/2023

**3.2 Offeror Communication**

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Eli Baird  
Procurement Manager



Northern Kentucky University  
617 Lucas Administrative Center  
Highland Heights, KY 41099  
Phone: 859-572-5265  
Fax: 859-572-6995  
E-mail: Bairde1@nku.edu

All communication with the University regarding this RFP shall only be directed to the purchasing agent listed above.

### **3.3 Pre-Proposal Conference**

No pre-proposal conference will be held for this RFP

### **3.4 Offeror Presentations**

All offerors whose proposals are judged acceptable for award may be asked to make a presentation to the evaluation committee.

### **3.5 Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through Northern Kentucky University's Plan Room at <https://www.nkupanroom.com/purchasing/View/Login>.

### **3.6 Proposal Submission and Deadline**

One (1) printed original copy of the proposal and One (1) digital copy on a thumb drive in a single package and addressed to:

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

**Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.**

**Northern Kentucky University accepts deliveries of RFPs Monday through Friday from 8 a.m. to 4:30 p.m. Eastern Standard time. However, RFPs must be received by 2 p.m. Eastern Standard time on the date specified on the RFP in order to be considered.**

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror.

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

### **3.7 Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

### **3.8 Acceptance or Rejection and Award of Proposal**

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

### **3.9 Rejection**

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

### **3.10 Addenda**

Any addenda or instructions issued by the purchasing agent prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.11 Disclosure of Offeror's Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agent will not disclose any portions of the proposals prior to contract award to anyone outside the Office of Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid for 90 days after the proposal due date.

### **3.12 Restrictions on Communications with University Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of regents except: the purchasing agent representative, any University purchasing official representing the University administration, others authorized in writing by the Office of Procurement Services and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

### **3.13 Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

### **3.14 Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

### **3.15 Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

**3.16 Questions**

All questions should be submitted by either fax or e-mail to the purchasing agent listed in Section 3.2 no later than the date listed in Section 3.1.

**3.17 Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

**3.18 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

**3.19 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

1. A background of 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 RFP
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 of labor per hour, and cost of truck charges (add any charges not listed that may be part of this contract)

### **4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

Non-Collusion and Non-Conflict of Interest form is attached to this RFP.

### **4.3 Executive Summary and Proposal Overview**

N/A

#### 4.4 Project Scope

##### **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.

NKU 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 generated an average of 3,156 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**

1. 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.
2. 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.
3. 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.
4. 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.

5. The vendor shall maintain all permits, licenses, and other forms of documentation and certification required for compliance with such laws and regulations.
6. 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.
7. 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.
8. 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**

1. 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.
2. 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.
3. 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.



4. All packing operations, including marking and labeling and placarding shall be in accordance with 49 CFR 172, 173, 178, 179.
5. 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**

1. 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, the applicable Nuclear Regulatory Commission (NRC) license and required state identification numbers are required for transportation and disposal of chemical waste.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 packing list 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.



7. 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 the information required by applicable Federal, State, and Local hazardous chemical waste regulations. PCB waste manifests 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 manifests for completeness and accuracy and may require corrections when necessary. Copies of the PCB manifests, 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).
8. 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 maintain compliance with applicable regulations or after receiving authorization from NKU.
9. 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.
10. For lab packs, any acutely hazardous wastes must be packed separately from other containers.

### **Transportation**

1. 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 by law.
2. 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 and basic 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.
3. 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**

1. 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.

2. 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.
3. The Land Disposal Facility shall prepare Certificates of Treatment/Disposal/Destruction that clearly identify the name and NKU EPA 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.
4. 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.
5. 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.
6. 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**

1. 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 NKU's laboratory 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.
2. 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.
3. 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**

1. 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.
2. 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.
3. 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.
4. 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**

1. The vendor shall not employ the services of any subcontractor, including transporters and TSDFs, 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.
2. If the vendor requests approval of additional TSDFs or transporters, NKU must be allowed 10 business days to evaluate such requests. The additional TSDFs or transporters must meet the same standards contained in the solicitation for TSDFs 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).
3. The TSDFs 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 TSDFs 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**

1. The vendor must make arrangements with NKU within five (5) business days from the receipt of a call for pick-up of chemical waste.
2. The manifest shall be presented to authorized NKU personnel for verification and signature at the scheduled pick-up of chemical waste.
3. 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.
4. 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.
5. Disposal of all wastes removed by the vendor shall be completed as follows:
  - a. 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.
  - b. 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.

**4.5 Proposed Pricing Sheet (Also Provided as Spreadsheet see Attachment 1)**
**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	

Description	Federal Waste Code(s)	Annual Qty	Unit	Cost
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	
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	

Description	Federal Waste Code(s)	Annual Qty	Unit	Cost
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**

Waste Description	Container Size			
	5gal	16gal	30gal	55gal
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		

**5.0 EVALUATION CRITERIA PROCESS**

Price	50%
References	15%
Exceptions to any specifications	15%
Recent fines and NOVs from the EPA and OSHA	20%

A committee of University officials will evaluate proposals and make a recommendation to the purchasing agent. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response.

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

## 6.0 SPECIAL CONDITIONS

### 6.1 Contract Term

The contract resulting from this RFP shall be effective immediately upon award through January 1, 2026, and is renewable for up to two additional one-year renewal periods. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

### 6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

### 6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agent. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

### 6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

### 6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Purchasing agent and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

#### **6.6 Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### **6.7 Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

#### **6.8 Governing Law**

The contractor 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 property 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.

#### **6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

## **6.10 Termination for Convenience**

Northern Kentucky University, Office 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 a “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 a “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

## **6.11 Termination for Non-Performance**

### Default

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

- Failing 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;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating 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) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- 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.

### Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

### 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 University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

### **6.12 Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

### **6.13 Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

### **6.14 Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

### **6.15 Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

**6.16 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

**6.17 Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

**6.18 Indemnification**

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

**6.19 Insurance and Bonding**

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

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

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

**Our basic insurance requirements are:**

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

***If accessing NKU Student, Employee, or other personal records, vendor needs Security and Privacy Liability Insurance with limits no less than \$1,000,000.***

***If accessing NKU Student, Employee, or other personal records, vendor needs Evidence Breach Response Services coverage with limits no less than \$5,000,000.***

100% Payment and Performance Bonding is required before a contract can be sign or work can begin.

## **6.20 Method of Award**

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

## **6.21 Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

An affidavit is provided and attached, for your convenience to this RFP.



## **6.22 Reports and Auditing**

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

## **6.23 Confidentiality**

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

If the offeror declares information provided in their response to be proprietary in nature and not available for public disclosure, the offeror shall declare in their response the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, not excluded by the Kentucky Open Records Act, KRS 61.870 may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

## **6.24 Conflict of Interest**

When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing agent identified in this RFP.

## **6.25 Extending Contract**

The offeror's response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.