



Texas Comptroller of Public Accounts
Glenn Hegar

Darya Vienne Account ▾

[Contracts](#)

[SPD Applications](#)

Solicitation Notice

[Print](#)

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID:720-1912

Solicitation Title:RFP720-1912 Medical Waste Disposal Services

[Modify Solicitation](#)

Organization Name: University Of Texas System - 720

Posting Requirements: 21+ Days for Solicitation Notice

[Cancel Solicitation](#)

Solicitation Posting Date: 2/4/2019

Response Due Date:2/28/2019

Response Due Time: 2:30 PM

Solicitation Description: Medical Waste Disposal Services

Class/Item Code: 95896-Waste Management Services

92645-Hazardous Material And Waste Services (Including Emergency Response And Nuclear Wastes)

92677-Recycling Services

Record Attachments

#	Name	Description
1	ESBD_File_152907_RFP 720-1912 Medical Waste Disposal Services.docx	RFP Document
2	ESBD_File_152907_RFP 720-1912 Medical Waste Disposal Services - sample agreement. APPENDIX TWO.docx	APPENDIX TWO - sample agreement
3	ESBD_File_152907_RFP 720-1912 APPENDIX FOUR - Estimated Quantities and pu frequencies.docx	APPENDIX FOUR



Texas Comptroller of Public Accounts
Glenn Hegar

- [Home](#)
- [Contact Us](#)

POLICIES

- [Privacy and Security Policy](#)
- [Accessibility Policy](#)
- [Link Policy](#)
- [Texas.gov](#)
- [Search from the Texas State Library](#)
- [Texas Homeland Security](#)
- [Texas Veterans Portal](#)
- [Public Information Act](#)
- [Texas Secretary of State](#)
- [HB855 Browser Statement](#)

OTHER STATE SITES

- [texas.gov](#)
- [Texas Records and Information Locator \(TRAIL\)](#)
- [State Link Policy](#)
- [Texas Veterans Portal](#)



REQUEST FOR PROPOSAL

RFP No. 720-1912 Medical Waste Disposal Services

Proposal Submittal Deadline: Thursday, February 28th, 2019 at 2:30 PM CST

The University of Texas System
Office of Risk Management

Prepared By:
Darya Vienne
The University of Texas System
210 West 7th Street
Austin, Texas 78701-2982
dvienne@utsystem.edu
February 4th, 2019

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 1

SECTION 2: NOTICE TO PROPOSER..... 3

SECTION 3: SUBMISSION OF PROPOSAL..... 7

SECTION 4: GENERAL TERMS AND CONDITIONS 9

SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS 10

SECTION 6: PRICING AND DELIVERY SCHEDULE..... 14

Attachments:

- APPENDIX ONE: PROPOSAL REQUIREMENTS
- APPENDIX TWO: SAMPLE AGREEMENT
- APPENDIX THREE: PRE-PROPOSAL SITE VISIT LOCATION AND PARKING INFORMATION
- APPENDIX FOUR: ESTIMATED MEDICAL WASTE QUANTITIES

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation's largest systems of higher education, with [14 institutions](#) that educate more than 230,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 80,000 health care professionals, researchers, student advisors and support staff, the UT System is one of the largest employers in the state.

Life-changing research and invention of new technologies at UT institutions places the UT System among the [top 10 "World's Most Innovative Universities,"](#) according to Reuters. The UT System [ranks eighth in the nation in patent applications](#), and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and No. 3 in the nation in federal research expenditures.

In addition, the UT System is home to three of the nation's National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research. And the UT System is the only System in the country to have four Clinical and Translational Science Awards (CTSA) from the National Institutes of Health.

Transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in 2015. And UT was the only system of higher education in the nation that established not one, but two new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue to do so thanks to our generous donors and the leadership of the [Chancellor](#), [Board of Regents](#) and [UT presidents](#).

1.2 Background and Special Circumstances

The fourteen (14) U.T. System institutions (the "**UT Institutions**") regularly generate medical wastes. The UT Institutions, their locations and the individuals responsible for medical waste management at each institution are listed in **APPENDIX FOUR** attached to this Request for Proposal (this "**RFP**"), and incorporated for all purposes. Many UT institutions have off site clinics and remote research locations which are included in this RFP. The estimated quantities of medical waste generated by and the number of waste pickups for UT Institutions are provided in **APPENDIX FIVE** attached to this RFP and

incorporated for all purposes. Neither U.T. System nor the UT Institutions warrant or represent that the anticipated categories or estimated quantities of medical waste will in fact be generated in any given year or disposed of under any contract resulting from this RFP.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-1912 (this “RFP”), from qualified vendors to provide Medical Waste Disposal Services (the “Services”) more specifically described in **Section 5** of this RFP.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Thursday, February 28th, 2019 (the “**Submittal Deadline**”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

Darya Vienne
Email: dvienne@utsystem.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Thursday, February 14th, 2019. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**Contractor.**”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

- A. Company Profile, Experience and Business Reputation (10%);
- B. Financial Stability and Capabilities (10%);
- C. Regulatory Compliance History (10%);

- D. Pricing and Maximum Price Escalation for Extension Terms, and Proposer's exceptions to the terms and conditions set forth in APPENDIX TWO of this RFP (20%);
- E. Approach to Project, Subcontractors, Quality of Goods and Services, and ability to provide requested services to all 14 Institutions (15%);
- F. General Competence, Expertise, and Experience (15%)
- G. Transporters, Facilities, Subcontractors to be Used (10%);
- H. Special Services and Benefits (10%).

2.4 Key Events Schedule

Issuance of RFP	February 4 th , 2019
Pre-Proposal Meeting (ref. Section 2.6 of this RFP)	10 a.m. CST on February 12 th , 2019
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	2:30 p.m. CST on Thursday, February 14 th , 2019
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Thursday, February 28 th , 2019

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB participation goal for this RFP is **26%**.
- 2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of, *but submitted separately from*, Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer, **whether self-performing or planning to subcontract**, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes
HUB Coordinator
Phone: 512-322-3745
Email: khayes@utsystem.edu

Contractor will not be permitted to change its HSP after the deadline submittal date unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

- 2.5.4 Proposer must submit, **via email**, one (1) HSP in PDF format to University no later than Thursday, February 28th, 2019 at 2:30 p.m. CST (ref. **Section 3.2** of this RFP) to the email address below:

HSP Submittal Email: utadminHSP@utsystem.edu

Proposer must include the following information in the email submission:

Subject Line: RFP 720-1912, Medical Waste Disposal Services, Thursday, February 28th, 2019, HUB Subcontracting Plan

Body: Proposer company name and the name and contact information of the person who prepared the HSP.

Instructions on completing an HSP

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan (HSP) / Exhibit H form for use with this Request for Proposal. Proposer will find, on the HUB Forms webpage, a link to “[Guide to Selecting the Appropriate HSP Option](#)”. **Please click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select, from the four (4) Options available, the Option that is most applicable to Proposer’s subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat/ Reader* to utilize the fillable function. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation*, **to the submittal email address noted above**. NOTE: signatures must be “wet” signatures. Digital signatures are not acceptable.

Any proposal submitted in response to this RFP that does not have a corresponding HSP meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will send an email confirmation to each Proposer upon receipt of the Proposer’s HSP. Each Proposer’s HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer’s failure to submit one (1) completed and signed HUB Subcontracting Plan **to the email address noted above** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a

proposal *may* be returned to the Proposer unopened (ref. **Section 1.5** of **APPENDIX ONE** to this RFP). **Note:** *The requirement that Proposer provide one (1) completed and signed pdf of the HSP under this **Section 2.5.4** is separate from, and does not affect, Proposer's obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.*

***If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the HSP Submittal email address noted above. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer's HSP to demonstrate Good Faith Effort.**
Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

2.6 On-Site Pre-Proposal Meeting

University will hold on-site pre-proposal meeting at 10 a. m, Central Time on Tuesday, February 12th, 2019, in Auditorium of Sarofim Research Building, 1825 Pressler, Houston, TX 77030 (ref. **APPENDIX THREE**). The pre-proposal meeting will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

- A. Two (2) complete paper copies of its *entire* proposal.

The paper copy of the proposal should contain the mark "original" on the front cover of the proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted paper copy of the proposal.

University does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number. In addition, Proposer must submit one (1) complete electronic copy of the proposal on the same USB Flash Drive on which all proposed pricing information, provided in response to Section 6, has been removed.

3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas System Administration
210 West 7th Street
Austin, Texas 78701-2982
Attn: Darya Vienne

NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**).
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP).
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**).
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**).
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP).
- 3.5.6 Signed and Completed HUB Subcontracting Plan (ref. **Section 2.5** of this RFP). To be submitted separately from the Proposal (see **Section 2.5.4** for detailed submittal instructions).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.2** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

Contract Term: University intends to enter into an agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for two (2) additional one (1) year renewal periods, upon mutual written agreement of both parties.

Approval by the Board of Regents: No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

Disclosure of Existing Agreement: University has an existing medical waste disposal services agreement with Stericycle, Inc., which is scheduled to expire August 31, 2019.

5.2 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline **APPENDIX TWO** and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.

5.3 Scope of Work

Contractor must assist UT System and UT Institutions, on an as needed basis, to assist with the collection, handling, transportation and disposal of medical waste (the “**Medical Waste Services**”) in accordance with the requirements and specifications of this RFP, including without limitation the terms and conditions of the Agreement (ref. **APPENDIX TWO**).

- A. Contractor must provide all Services connected with and required for collection, packaging, transportation, disposal, and incineration of regulated medical waste. Estimated medical waste quantities are provided in **APPENDIX FOUR of this RFP.**
- B. Contractor must provide all shipping containers and liners. Current shipping containers vary by institution and include boxes and re-usable totes.
- C. All trucks and equipment utilized by Contractor must be designed to prevent leaks and spills.
- D. Contractor must perform Medical Waste Services upon the request of the Institution Coordinator or their delegate based upon a forty (40) hour, five (5) business days a week, fifty-two (52) weeks a year basis.
- E. UT System and / or UT Institutions may request services in the following manner: a.) Initial request for service will be by telephone call (Verbal Work Order); b.) Written Work Order will follow within sixty (60) hours.
- F. Each work order issued hereunder shall contain a Scope of Work, which describes the work to be performed and contains specifications for the performance of such work.

- G. Except as may be otherwise specifically limited, Contractor must provide all services and the necessary personnel, materials, equipment, and facilities required to complete the tasks as described in the Scope of Work, verbal Work Orders, written Work Orders and any verbal or written changes to any Work Orders.
- H. Contractor must demonstrate and justify in writing to the UT System not more than two (2) weeks after a Work Order good cause for refusal or inability to respond. Failure to show good cause shall be deemed a substantial failure by the Contractor to fulfill its obligations and UT System may exercise its right of termination as provided in the provision in the Agreement entitled "Termination for Default."
- I. The billable services of Contractor are to commence upon issuance by the UT System or / and UT Institution(s) of a Work Order.

5.4 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

Company Profile, Experience and Business Reputation (10%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University Institution name, department name, department contact, and provide a brief description of work performed.
 3. Describe Proposer's experience with public agencies.
 4. Describe any unusual changes or reorganizations of Proposer's business.
 5. Describe any Proposer's default on any loan agreement or financing agreement with any bank, financial institution or other entity.
 6. Describe Proposer's reputation in the community.

Financial Stability and Capabilities (10%)

7. Strength of Proposer's Financial Statements. Proposer's demonstrated capability and financial resources to perform the Covered Services.
8. Explain the type of Proposer's entity organizational structure (corporation, partnership, limited liability company, etc.). If the Proposer is a corporation, whether the Proposer is a parent or subsidiary corporation.

9. If Proposer is a subsidiary corporation, whether Proposer's parent corporation is entering into the Agreement with UTS or offering assurances of Proposer's performance of the Agreement.
10. Bankruptcy filings relating to Proposer, any partner or principal of Proposer, or Proposer's parent corporation, if any.

Regulatory Compliance History (10%)

11. Discuss Proposer's federal and state regulatory compliance history for the past five (5) years, including without limitation internal audits or reviews, inspection reports, notices of violations, administrative actions, settlements and other similar reports, actions and documentation prepared by or for, or entered into with any regulatory agency.
12. Proposer's current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Proposer to perform the Covered Services including, but not limited to licenses, registrations or certifications allowing Proposer to engage in hazardous and regulated waste management, transportation and disposal services within Texas.
13. Provide the results of audit reports performed over the last five (5) years.

Approach to Project, Subcontractors, Quality of Goods and Services and ability to provide requested services to all 14 Institutions (15%)

14. Describe how the service will be delivered. Include a detailed listing and description of tasks and deliverables.
15. Provide a summary of the proposed approach to the project, as well as a detailed description of the methodology to be used to provide the requested service and deliverables. Proposers are encouraged to include tasks they believe would add value to the proposal.
16. Provide a description of how Proposer intends to provide the on-call services. Include discussion of staff availability, ability to respond to short lead-team request, proximity of critical staff to UT Institutions, and how multiple tasks will be managed and accountability and quality control maintained.
17. Detail on selection criteria Proposer used to identify and approve sub-contractors to support the scope of work for this RFP.
18. Detail on Proposer's safety record including but not limited to the organization's Total Case Rate (TCR), Days Away, Restricted, and Transfer (DART) case rate, and the Days Away From Work (DAFWII) case rate.
19. Provide details about Proposer's quality assurance program, including Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.

20. Identify anticipated difficulties in serving UTS Institutions, and Proposer's plan to manage those difficulties, including any assistance Proposer will require from UTS Institutions.
21. Provide information regarding Proposer's ability to provide quality service to each of UTS's Institutions, including without limitation those Institutions located in West Texas, South Texas and Northeast Texas.

General Competence / Information (15%)

22. Detail Proposer's knowledge of current and developing issues related to the performance of Covered Services, as well as issues related to other fields that may be applicable to UTS.
23. Proposer's awareness of opportunities for (1) the reduction of costs and liabilities for Covered Services and (2) Proposer's demonstrated competence and experience developing and implementing strategies to take advantage of such opportunities.
24. Resumes for proposed project team members, including without limitation the team members' specific experiences with similar projects, number of years with Proposer, qualifications, and education.
25. Provide Proposer's Contingency plan or / and disaster recovery plan.

Transporters, Facilities, Sub-Contractors to be Used (10%)

26. Provide a list of Transporters and Facilities to be used by Proposer in providing the Covered Services.
27. Explain if the trucks to be used in providing Covered Services are owned, long-term leased or rented and whether dedicated cargo-beds are available in the transporter's regular course of business.

Special Services and Benefits (10%)

28. Provide a description of any good or services not specified in this RFP that Proposer will provide to UTS institutions and any related costs of such goods and services to UTS Institutions.
29. Any special services or product characteristics, or other benefits (for example, tracking software, Internet-based information services, electronic mail capabilities, and audit programs), offered to UTS Institutions, any other advantages to UTS Institutions in selecting Proposer, and any related costs of such goods, services or advantages to UTS Institutions.
30. Additional information and comments if they increase the benefits to UTS.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-1912 Medical Waste Disposal Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Pricing for Services Offered (20%)

1. MEDICAL WASTE DISPOSAL PRICING

- I. All Inclusive Disposal Cost for INCINERATION \$ ___/ pound
(includes segregated regulated medical or non-hazardous pharmaceutical waste)
- II. All Inclusive Disposal Cost For AUTOCLAVING \$ ___/ pound

2. RCRA HAZARDOUS WASTE / NON-INFECTIOUS PHARMACEUTICAL WASTE (includes disposal and transport)

All Inclusive Disposal Cost For INCINERATION \$ ___/ pound

3. RE-USABLE SHARPS CONTAINERS

Includes initial site location survey and, as requested by institutions, annual survey.

	Container Size	Customer Self-Serve Rack System	Full Service (containers swapped at customer site by contractor)
I.	___ gallon	\$___ / container	\$___/ container per month
II.	___ gallon	\$___ / container	\$___/ container per month
III.	___ gallon	\$___ / container	\$___/ container per month
IV.	___ gallon	\$___ / container	\$___/ container per month
V.	___ gallon	\$___ / container	\$___/ container per month

4. SUPPLIES AND MISCELLANEOUS

Include pricing information for Supplies and any other Miscellaneous Items Contractor may provide during the term of the agreement that will result from this RFP.

Extra Large Red Bio Bags labeled for Medical Waste

\$ ____/ case

6.2 Discounts

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.

6.3 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

_____ Calendar Days

6.4 Payment Terms

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system (“ACH”). Proposer agrees to provide Proposer’s banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer’s banking information. Changes to Proposer’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION..... 1

SECTION 2: EXECUTION OF OFFER 4

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE 7

SECTION 4: ADDENDA CHECKLIST 9

SECTION 1

GENERAL INFORMATION

1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. Chapter 552, Government Code). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§552.101, 552.104, 552.110, 552.113, and 552.131, *Government Code*.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by email, telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

SECTION 2

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Government Code](#), Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this *Execution of Offer*. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

RFP No.: RFP # 720-1912 Medical Waste Disposal Services

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§[552.021](#) AND [552.023](#), GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer will explain the reason when responding N / A or N / R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.3** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Medical Waste Disposal Services

RFP No.: 720-1912

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
SAMPLE AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE

PRE-PROPOSAL SITE VISIT LOCATION AND PARKING INFORMATION



Location: Sarofim Research Building, Auditorium, 1825 Pressler, Houston, TX 77030

Pay parking is available next door at the University Center Tower (UCT), 7000 Fannin Street, Houston, TX 77030

APPENDIX FOUR
ESTIMATED MEDICAL WASTE QUANTITIES
(INCLUDED AS SEPARATE ATTACHMENT)

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-1912 Medical Waste Disposal Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Pricing for Services Offered (20%)

1. MEDICAL WASTE DISPOSAL PRICING

- I. All Inclusive Disposal Cost for INCINERATION \$ ___/ pound
(includes segregated regulated medical or non-hazardous pharmaceutical waste)
- II. All Inclusive Disposal Cost For AUTOCLAVING \$ ___/ pound

2. RCRA HAZARDOUS WASTE / NON-INFECTIOUS PHARMACEUTICAL WASTE (includes disposal and transport)

All Inclusive Disposal Cost For INCINERATION \$ ___/ pound

3. RE-USABLE SHARPS CONTAINERS

Includes initial site location survey and, as requested by institutions, annual survey.

	Container Size	Customer Self-Serve Rack System	Full Service (containers swapped at customer site by contractor)
I.	___ gallon	\$___ / container	\$___/ container per month
II.	___ gallon	\$___ / container	\$___/ container per month
III.	___ gallon	\$___ / container	\$___/ container per month
IV.	___ gallon	\$___ / container	\$___/ container per month
V.	___ gallon	\$___ / container	\$___/ container per month

4. SUPPLIES AND MISCELLANEOUS

Include pricing information for Supplies and any other Miscellaneous Items Contractor may provide during the term of the agreement that will result from this RFP.

Extra Large Red Bio Bags labeled for Medical Waste \$ ____/ case

6.2 Discounts

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.

6.3 Delivery Schedule of Events and Time Periods

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

_____ Calendar Days

6.4 Payment Terms

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system (“ACH”). Proposer agrees to provide Proposer’s banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer’s banking information. Changes to Proposer’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to

[34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____



NON-EXCLUSIVE MEDICAL WASTE DISPOSAL AGREEMENT

This Non-Exclusive Medical Waste Disposal Agreement between The University of Texas System (“**UTS**”) and Contractor (“**Agreement**”) is made and entered into effective as of September 1, 2019 (the “**Effective Date**”), by and between **UTS**, an agency and institution of higher education established under the laws of the State of Texas (“**University**”), and a _____, that is a provider for medical waste disposal (“**Contractor**”), Federal Tax Identification Number _____.

Whereas, UTS needs certain services covering the collection, handling, transportation and disposal of medical waste.

Whereas, Contractor specializes in providing the services desired by UTS; and

Whereas, UTS wishes to purchase and Contractor agrees to provide the Covered Services (as hereinafter defined) subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and also in consideration of the premises and mutual promises herein contained, UTS and Contractor agree as follows:

1. **DEFINITIONS.**

Term	Definition
“Agreement Coordinator”	the person designated by U T S in Exhibit A to coordinate the communications between Contractor and UTS or that person’s delegate.
“Covered Services”	Means all services fairly deemed, included in, incidental to, or reasonably inferable from the services described in this agreement.
“Covered Wastes”	means and refers to any and all medical wastes generated by the U.T. Institutions
“DOT”	the United States Department of Transportation or any successor agency thereto performing in whole or part of the statutory duties and responsibilities performed by DOT on the effective date of this Agreement.
“EPA”	the United States Environmental Protection Agency or any successor agency thereto performing in whole or part the statutory duties and responsibilities performed by EPA on the effective date of this Agreement.

Term	Definition
"U.T. Institution"	either UTS Administration or the U.T. System Institution that generated the Covered Services.
"Institution Coordinator"	the person designated by the U.T. Institution in Exhibit A to coordinate communications between Contractor and the U.T. Institution, or that person's delegate.
"Medical Waste"	the definition codified for special waste from health care-related facilities in 25 TAC §1.132 or any successor regulation, and currently includes special waste from health care-related facilities, bulk blood, bulk human blood products, or bulk human body fluids; animal waste; microbiological waste;
"MWTD Facility"	medical waste treatment or disposal facility
"OSHA"	the Occupational Safety and Health Administration or any successor agency thereto performing in whole or part of the statutory duties and responsibility performed by the OSHA on the effective date of this Agreement.
"TCEQ"	the Texas Commission on Environmental Quality, or any successor agency thereto performing in whole or part the statutory duties and responsibility performed by the TCEQ on the effective date of this Agreement.
"TDSHS"	the Texas Department of State Health Services or any successor agency thereto performing in whole or part the statutory duties and responsibility performed by the TDSHS on the effective date of this Agreement.
"TCEQ approved disposal methods"	methods defined in 25 TAC §1.132 or any successor regulations.
"Supplemental Off-Site Disposal Services"	temporary services requested by a U.T. Institution when their primary method of medical waste treatment and disposal is not in use. This term does not include additional "pick-up on request services" specified in Section 7.1.1.

2. SCOPE OF WORK.

- 2.1 Contractor will perform the scope of the work ("**Work**") set forth in **Exhibit B**, Scope of Work, attached and incorporated for all purposes, to the satisfaction of UTS and the Institutions and in accordance with the schedule ("**Schedule**") for the Work set forth in **Exhibit C**, Schedule, attached and incorporated for all purposes. Time is of the essence in connection with this Agreement. UTS and the Institutions will have no obligation to accept late performance or waive timely performance by Contractor.
- 2.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances ("**Applicable Laws**"), for the performance of the Work.
- 2.3 Contractor's Performance of Covered Services. UTS is entering into this Agreement in reliance on Contractor's special skills and expertise with respect to performing the Covered Services for UTS and the Institutions. Contractor accepts the relationship of trust and confidence established between UTS and Contractor by this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities in performing the Covered Services, and to cooperate with UTS and the Institutions in providing the Covered Services. Contractor acknowledges and agrees that the implementation of safe, alternative methods for the performance of Covered Services that would provide cost savings is an important aspect of this Agreement. Contractor agrees to use all reasonable efforts, within the limits of Applicable Laws (defined in **Section 4.9** of this Agreement), to propose safe, alternative methods for the performance of Covered Services to reduce costs and liabilities to UTS and the U.T. Institutions.
- 2.4 Facility Assessments. At any time and from time to time upon reasonable notice to Contractor, Contractor shall provide UTS and U.T. Institution personnel access to all Facilities (defined in **Section 8.4**) listed in **EXHIBIT E** for the purposes of performing an assessment of all facilities used or to be used by Contractor in connection with performance of the Covered Services. Contractor shall reimburse UTS for all reasonable costs and expenses, including travel expenses, related to the performance of such assessments by two (2) UTS personnel at up to two (2) of the Facilities each year during the term of this Agreement.
- 2.5 Industry Practices. Contractor shall perform the Covered Services in accordance with the terms and provisions of this Agreement and pursuant to best industry standards and practices.

3. TIME FOR COMMENCEMENT AND COMPLETION.

The term ("**Initial Term**") of this Agreement will begin on the Effective Date and expire on August 31, 2022. UTS will have the option to renew this Agreement for two (2) additional one (1) year terms (each a "**Renewal Term**"). The Initial Term and each Renewal Term are collectively referred to as the ("**Term**").

4. CONTRACTOR'S OBLIGATIONS.

NON-EXCLUSIVE MEDICAL WASTE DISPOSAL AGREEMENT

- 4.1 Contractor will perform Work in compliance with (a) all Applicable Laws, and (b) the Board of Regents of The University of Texas System *Rules and Regulations* (<http://www.utsystem.edu/offices/board-regents/regents-rules-and-regulations>), the policies of The University of Texas System (<http://www.utsystem.edu/board-of-regents/policy-library>), and the institutional rules, regulations and policies of UTS and the Institutions (collectively, **University Rules**). Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, [Chapter 15, Texas Business and Commerce Code](#), or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to UTS's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- 4.2 Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Work in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all of the Work to be performed will be of the quality that prevails

among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

- 4.3 Contractor will call to UTS's and Institution's attention in writing all information in any materials supplied to Contractor (by UTS and Institution or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.4 Contractor warrants and agrees that the Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by UTS and Institution nor will Contractor be released from any liability by reason of any approval by UTS and Institution, it being agreed that UTS and Institution at all times is relying upon Contractor's skill and knowledge in performing the Work.
- 4.5 Contractor will, at its own cost, correct all material defects in the Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Work within a reasonable time, then UTS may correct the defective Work at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that UTS may have at law or in equity.
- 4.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all Applicable Laws. Contractor will assign to this Agreement a designated representative who will be responsible for the administration and coordination of the Work. Contractor will furnish efficient business administration and coordination and perform the Work in an expeditious and economical manner consistent with the interests of UTS and Institution.

- 4.7 Contractor represents and warrants that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder. Contractor represents and warrants that the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 4.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.
- 4.9 Contractor shall observe and comply with all applicable laws, regulations, ordinances, orders, executive orders and directives (collectively, "**Applicable Laws**") of any governmental authority with jurisdiction, including, but not limited to EPA, TCEQ, TDSHS, OSHA and DOT, and shall be in compliance with all applicable registration, license, and permit requirements at all times.
- 4.10 Contractors shall obtain, and, prior to the effective date of this Agreement, provide copies to the U.T. Institutions of all required governmental permits, licenses, registrations, and approvals (including amendments) necessary to provide the Covered Services, including but not limited to the collection, handling, transportation, and disposal of Covered Wastes.
- 4.11 **Premises Rules.**
If this Agreement requires Contractor's presence on UTS's / UT Institution(s) premises or in UTS's / UT Institutions(s) facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable UTS and Institution rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

5. **CONTRACT AMOUNT.**

- 5.1 So long as Contractor has provided UTS and the Institution with its current and accurate Federal Tax Identification Number in writing, UTS and the Institution will pay Contractor for the performance of the Work as more particularly set forth in **Exhibit D**, Payment for Services, attached and incorporated for all purposes.
- 5.2 The Agreement Amount includes all applicable federal, state or local sales or use taxes payable (with the exception to local franchise fees) as a result of the execution or performance of this Agreement.

- 5.3 UTS (a State agency) is exempt from Texas Sales & Use Tax on Work in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code \(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of University's tax exempt status and University is not required to provide further evidence of its exempt status.
- 5.4 This agreement is not valid or effective for amounts in excess of \$1,000,000 without the approval of The University of Texas System Board of Regents and Contractor's appropriate completion and submission of Texas Ethics Commission Form 1295.

6. **PAYMENT TERMS.**

- 6.1 **Submission of Invoices.** Unless otherwise agreed to in writing by the Institution Coordinator, Contractor shall submit to the Institution Coordinator, on at least a monthly basis, invoices for Covered Services provided to that Institution. Contractor may submit invoices to the Institution Coordinator by fax or email, if subsequently confirmed by first-class mail.
- 6.2 **Texas Sales Tax Exemption.** UTS (a State agency) is exempt from Texas Sales & Use Tax on Work in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code \(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of UTS's and the Institutions' tax exempt status and neither UTS nor the Institutions are not required to provide further evidence of their exempt status.
- 6.3 **Purchase Order/Release Number and Supporting Documentation.** Invoices shall, among other things, (1) set forth a description of the Covered Services performed, (2) reference the Institution's purchase order/release number (if applicable), and (3) be accompanied by a comprehensive final report with detailed information that summarizes all Covered Services provided by Contractor, (4) list UT Institution project manager, (5) be accompanied by a properly completed, signed and legible shipping manifest signed by a duly authorized representative of the TSD Facility (when applicable), (6) be accompanied by daily resource reports detailing personnel and equipment costs for each day of every incident as approved to form by UTS, and (7) all documentation, other information, certificates, and attachments required by UTS or the Institution.
- 6.4 UTS and the Institutions will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to this Agreement; and (c) other reasonable action.
- 6.5 Notwithstanding any provision of this Agreement to the contrary, neither UTS nor the Institutions will be obligated to make any payment to Contractor if Contractor is in default under this Agreement.
- 6.6 **Payments Due.** UTS or an Institution receiving Covered Services shall review each invoice and may make such exceptions as UTS or the Institution deems reasonably necessary or appropriate. UTS or an Institution will pay Contractor for Covered Services in accordance with [Chapter 2251, Texas Government Code](#). UTS and the Institution shall notify Contractor in writing of any such exceptions or disputed amounts, including a full description of the reason for the exception. So long as Contractor has provided UTS and the Institution with its current and accurate Federal Tax Identification Number in writing, UTS and the Institutions shall make payment of all undisputed amounts to Contractor within thirty (30) days after receipt of the invoice and all supporting documentation.

- 6.7 Acceptance of Service. No payment made by UTS or an Institution shall constitute evidence of Contractor's performance of Covered Services either in whole or part, and no payment shall be construed to be an acceptance of defective or improper Covered Services.
- 6.8 No payment made by UTS or an Institution will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 6.9 Deficient Work. If, in the opinion of the Agreement Coordinator, any of the Covered Services are unreasonably delayed, executed carelessly or negligently, or in noncompliance with the requirements of all Applicable Laws or of this Agreement, the Contractor Coordinator may notify Contractor in writing, and if Contractor fails to submit a corrective plan of action within five (5) days from the delivery of notice and correct the deficiencies noted to the satisfaction of the Contract Coordinator within thirty (30) days, then (1) Contractor shall, upon demand of the Contract Coordinator, discontinue the Covered Services in accordance with Contract Coordinator's written instructions, and (2) the Institution shall be relieved of all responsibility to pay for Covered Services that are unreasonably delayed, executed carelessly or negligently, or in noncompliance with the requirements of all Applicable Laws or of this Agreement.
- 6.10 Verification. UTS and the Institutions will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to this Agreement; and (c) other reasonable action.
- 6.11 Section 51.012, Texas Education Code, authorizes UTS and the Institutions to make payments through electronic funds transfer methods. Contractor agrees to accept payments from UTS and the Institutions through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to UTS and the Institutions in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, UTS or an Institution will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to UTS or Institution in accordance with **Section 16.14** or **Exhibit A** in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Contractor.
- 6.12 **(Include if UTS and the Institutions are entitled to a prompt payment discount.):** Notwithstanding any other provision of this Agreement, UTS and the Institutions are entitled to a discount of % (**Prompt Payment Discount**) off of each payment that UTS or an Institution submit within days after UTS or an Institution receives Contractor's invoice for that payment.
- 6.13 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Agreement Amount as more particularly set forth in **Exhibit D**, Payment for Services.

7. **COVERED WASTE PICK-UPS**

7.1 Waste Pickup.

- 7.1.1 Pick-up on Request. Contractor shall pick up Covered Wastes from any U.T. Institution by the scheduled date and times specified in **Exhibit C** or upon the request of the Institution Coordinator or delegate. Contractor shall coordinate the requested pick-up with the Institution Coordinator of the U.T. Institution and such pick-up shall occur within twenty-four (24) hours of the request, unless otherwise agreed to in writing by UTS or the Institution Coordinator. Contractor shall provide a two (2) hour time-period unless a

different pick up time is agreed to by a U.T. Institution, not to exceed 4 hours. Contractor shall notify the Institution Coordinator or their designee by phone for any delay during the agreed upon time and date. Contractor's failure to arrive and failure to notify of delay within the specified time-period and date, or Contractor's failure to have necessary personnel and equipment needed to complete services, will result in a five percent (5%) discount for such shipment. An additional five percent (5%) discount will be applied for each 2-hour delay with failure to notify of delay up to a maximum of twenty percent (20%) discount per shipment. **Exhibit C** may be updated from time to time during the term of this contract by giving written notice to Contractor.

7.1.2 Some U.T. Institutions may use this Agreement to provide temporary supplemental off-site disposal services when their primary disposal option is unavailable (e.g. on-site treatment method is off-line). The Contractor is required to provide supplemental off-site disposal services within forty-eight (48) hours of notification by the UTS or the Institution Coordinator. Contractor shall provide a two (2) hour time-period for the pick-up time. If Contractor fails to arrive at the U.T. Institution with proper personnel and equipment for completion of the services, or to notify UTS or the Institution Coordinator of a delay, within two (2) hours of the agreed upon time on the agreed upon date, then the amount payable under this Contractor for such shipment from the U.T. Institution shall be reduced by a five percent (5%) discount. Each failure of Contractor to timely make a waste pick up shall result in such a discount; provided, however, that in no event shall the amount payable for any one shipment be reduced more than twenty percent (20%).

7.1.3 The Contractor understands that certain U.T. Institutions may be severely impacted by emergency weather situations such as tropical storms, hurricanes or tornadoes. Contractor shall use best efforts to dedicate all available resources required by UTS and the U.T. Institution during these emergency situations. The Contractor further understands that during these emergency situations, time is of the essence and resources may be required during non-business hours and on weekends and / or holidays.

7.2 Pick-up Locations. Contractor shall make Covered Waste pick-ups at locations designated by the Institution Coordinator or UTS.

7.3 Normal Work Hours. Services will be provided between the hours of 8:00 a.m. and 5:00 p.m. Central Time, Monday through Friday (except holidays), unless otherwise agreed in advance by the parties. If a pick-up cannot be completed in a single day, Contractor shall provide the same personnel to complete the pick-up the following day.

8 TRANSPORTATION AND DISPOSAL OF COVERED WASTES

8.1 Packaging Covered Wastes. U.T. Institution shall package all Covered Wastes in pre-labeled containers provided by the Contractor. The label shall meet the requirements of **Section 8.8 (3)(b)**. The pre-labeled containers shall meet the requirements of all Applicable Laws, including without limitation to: EPA, TCEQ, TDSHS, and DOT regulations. The Contractor shall deliver to the U.T. Institution single use or reusable containers in the requested size at the sole discretion of the Institution Coordinator. Contractor shall prepare and provide to the Institution Coordinator a properly completed manifest or other shipping document ("**manifest**") prior to removal of covered wastes from the institution unless documentation is not required by law. The manifest must be typed or legibly printed. Contractor shall provide the Institution Coordinator with adequate time to review and approve a completed copy of the shipping documents, manifests, and

any other documentation prior to shipment. After shipment, Contractor must provide in a timely manner that meets all Applicable Laws a copy of all shipping documents and/or manifests signed by a duly authorized representative of the Facility.

- 8.2 Dedicated Cargo Beds and Truck Size. Contractor and its subcontractors shall transport Covered Wastes only in vehicles with cargo beds dedicated to medical waste shipments. The Institution Coordinator may require the use of a ten (10)-wheel cargo bed truck instead of an eighteen (18)-wheel truck at no additional charge to the UTS and U.T. Institutions.
- 8.3 U.T. System - Approved Transporters. Contractor shall transport Covered Wastes itself or subcontract such transportation to a UTS-approved transporter, as listed in **Exhibit E**. UTS reserves the right to withdraw its approval of any transporter by giving written notification to Contractor.
- 8.4 U.T. System - Approved Facilities. Contractor shall transport medical wastes only to a properly registered, permitted, or licensed MWTM Facility that maintains adequate insurance, operates in compliance with all Applicable Laws, and has been pre-approved in advance in writing by the Agreement Coordinator or the Institution Coordinator for the U.T. Institution, in the sole discretion of the Agreement Coordinator or the Institution Coordinator, as appropriate. UTS hereby approves those MWTM Facilities listed in **Exhibit E**. Upon request, Contractor shall provide to UTS or the Institution Coordinator copies of all information reasonably requested by UTS or the Institution Coordinator to confirm that any such facility is properly registered, permitted, or licensed (if required); maintains adequate insurance; and operates in compliance with all Applicable Laws. UTS reserves the right to withdraw its approval of any MWTM Facility by giving written notification to Contractor. Contractor shall notify UTS and each Institution Coordinator immediately, within 24 hours, should Contractor become aware of any regulatory action, including without limitation administrative action taken or pending, with respect to any MWTM Facility listed in **Exhibit E**.
- 8.5 Disposal Methods. Contractor shall use only TCEQ approved methods for medical waste disposal. The U.T. Institution shall specify the method of disposal for Covered Wastes in its sole discretion. Contractor is responsible for knowing the U.T. Institution's specified disposal method for each waste container. Contractor shall dispose of Covered Wastes only using the method specified by the U.T. Institution.
- 8.6 Procedural Changes. Contractor may implement changes governing methods of packaging, waste classification, description, routing, use of alternate approved MWTM Facilities, or other pertinent disposal information, only with the prior written approval of the UTS or Institution Coordinator, which approval shall not be unreasonably withheld.
- 8.7 Contractor's Employees Providing Covered Services. UTS or U.T. Institution may request that Contractor provides a specific field crew supervisor. In such event, Contractor shall make all reasonable efforts to accommodate such request. On the request of UTS and Institution Coordinator, Contractor shall provide a description of the training received by, and the experience of, each of Contractor's employees providing Covered Services.
- 8.8 Segregation and Tracking of Medical Waste. Contractor shall assure that all wastes shipped pursuant to this Agreement are properly labeled in accordance with all Applicable Laws using a bar coding system with unique identifiers for each location and each container. Contractor must establish a tracking system, acceptable to UTS in its sole discretion. Such tracking system must (1) comply

with the requirements of **Section 8.8(3)** of this Agreement, (2) track all wastes listed on each shipping manifest, and (3) include a chain of custody describing where and how the wastes were stored, repackaged, treated, transported, and disposed until the tracking system documents are completed and delivered to the U.T. Institution. Contractor shall provide documentation that reflects the disposal method, date of disposal, location of disposal or any other pertinent information for all waste containers and submit this information monthly with invoices. The tracking system / report should be accessible to UTS and each U.T. Institution as specified in writing by UTS and the Institution Coordinator.

8.9 Agreement Amendments to Cover Additional Services. UTS and Contractor acknowledge that the laws and regulations relating to Covered Services and the options for performing such services will likely change during the term of this Agreement. Upon written terms mutually agreed upon by UTS and Contractor, this Agreement may be modified to cover any services that UTS or U.T. Institutions may require relating to Medical Waste Management and Disposal services, regardless of whether such services meet the present definition of "Covered Services." Such amendments may include, without limitation, adding additional transporters or facilities to the lists set forth in **Exhibits E and F**, adding new, related services and adding or changing the method of performing Covered Services.

9 **EQUIPMENT AVAILABILITY AND SAFETY**

9.1 Emergencies. Contractor shall respond to all emergencies that may occur while performing any Covered Services. Contractor shall ensure that there is no danger to the public health, safety, or welfare due to the Covered Services provided hereunder.

9.2 Safety Provisions. Contractor shall provide to its employees, subcontractors, and materialmen any and all personnel protective equipment and safety equipment necessary for performing the Covered Services and shall cause its employees, subcontractors, and materialmen to use such safety equipment. Contractor's safety equipment shall consist of at least those items described in **Exhibit G**, attached hereto. Employees, subcontractors, and materialmen of Contractor shall use all appropriate personal protective equipment while handling covered wastes.

10 **CONTRACTOR QUALIFICATIONS**

10.1 Representations. Contractor represents and warrants that:

10.1.1. Contractor is a reputable firm regularly engaged in providing services such as the Covered Services. Contractor has provided such services for at least five (5) years. Contractor has experience with the disposal of covered wastes in the quantities and categories described by UTS and the U.T. Institutions.

10.1.2 Contractor has and shall maintain in good standing all required governmental permits, licenses, registrations, and approvals necessary to provide the Covered Services. Contractor has the necessary experience, knowledge, abilities, skills, and resources to perform the Covered Services.

10.1.3. Contractor is aware of, is fully informed about, and is in full compliance with all Applicable Laws, including without limitation Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), the Vietnam Era Veterans

Readjustment Act of 1974, as amended (41 CFR 60-250), the Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), the Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, the Immigration Reform and Control Act of 1986, Utilization of Small Business Concerns and the Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all other applicable laws, regulations and executive orders.

- 10.1.4. Contractor understands the conditions under which it will be required to operate.
- 10.1.5. Contractor will not transfer, subcontract, delegate or assign any of its duties or responsibilities under this Agreement without the prior written approval of the Agreement Coordinator or the Institution Coordinator for the U.T. Institutions affected. Contractor understands that at a minimum, any subcontractor, assignee, delegate or transferee must fully satisfy all the conditions and terms required of Contractor in **Sections 10.1 and 10.2** of this Agreement before approval will be granted. Any attempt to transfer, subcontract, delegate or assign Contractor's duties or responsibilities hereunder without having first obtained such written approval shall be null and void.
- 10.1.6 Contractor will at all times maintain an adequate staff of experienced and qualified employees to ensure the efficient performance of the Covered Services and its other obligations under this Agreement. Each phase of Work performed by the Contractor shall be under the direction of a project manager employed by the Contractor who has expertise in managing Covered Services. All personnel directly involved with the performance of Covered Services shall be trained regarding the use of safety equipment, personal protective equipment, and respirators (as applicable), and have demonstrated current completion of OSHA Bloodborne Pathogen training and have at least six (6) months of field experience.
- 10.1.7 Contractor will at all times maintain an exposure control plan and medical surveillance program that covers at least blood borne pathogens, tuberculosis, and meets any and all other regulatory requirements.
- 10.1.8. Each pick-up made by Contractor will be under the direction of a person employed by Contractor who has, at a minimum, one (1) year field experience in the handling, packaging, treatment, storage, and disposal of medical waste. All personnel directly involved with the handling of medical wastes shall be trained regarding the use of safety equipment, emergency response equipment and personal protective equipment, including respirators; shall have received all training required by EPA, OSHA, TCEQ, TDSHS, DOT and other applicable governmental authorities.
- 10.1.9. None of the Covered Services performed hereunder shall be provided by trainees (i.e. personnel with less training or experience than required in **Section 10.1.8 and 4.6**) without the prior written consent of UTS and Institution Coordinator, which consent can be withheld for any or no reason. UTS and Institution Coordinator may restrict, in any manner he or she deems appropriate, the activities of any trainee on the premises of the U.T. Institution. Trainees shall be under the supervision of an experienced employee.

10.2 Documentation. Contractor has submitted and from time to time upon UTS request will submit to the Agreement Coordinator the following materials, which Contractor represents are current, complete, and accurate:

10.2.1. References of five (5) clients of Contractor with similar covered waste streams and quantities including client name, current contact name, current address, and current telephone number for each;

10.2.2 Copies of all applicable federal, state, and local licenses and any other licenses, registrations or certifications from any governmental entity with jurisdiction, allowing Contractor to perform any Covered Service. If Contractor should lose any applicable license or authorization, be prohibited from performing any Covered Service, be prohibited from performing any Covered Service, or receive notice from a regulatory agency of a violation or a change in Contractor's compliance status, Contractor shall promptly notify the Contract Coordinator and each Institution Coordinator. Prompt notice shall mean (a) immediate telephone notification upon Contractor's receipt of such information to Agreement Coordinator and each Institution Coordinator and (b) delivery of written notification to Agreement Coordinator and each Institution Coordinator within twenty-four (24) hours of Contractor's receipt of such information.

10.2.3 Contractor's current EPA, TDSHS, and TCEQ facility registration numbers; DOT registrations and licenses, and approved transporter license(s);

10.2.4 Contractor's history of federal and state regulatory compliance for all of its activities with regard to Covered Services for the last five (5) years. UTS reserves the right to review, directly or through its agents, Contractor's records, facilities, work and regulatory history, and other relevant information at any time during the term of this Agreement. Should Contractor become aware of any regulatory compliance issues affecting a Medical Waste Facility owned or operated by Contractor or listed in **Exhibit E**, or any subcontractor that has performed any of the services provided hereunder, Contractor shall immediately notify the Contract Coordinator.

10.2.5 Contractor's internal guidelines and procedures relating to the handling, packaging, transportation, storage, treatment, or disposal of medical wastes. Contractor shall provide copies of any changes or additions to such internal guidelines and procedures to the Agreement Coordinator and the Institution Coordinator of the U.T. Institution immediately upon such change or addition.

10.2.6 Contractor's records and documentation to provide adequate proof of their exposure control plan and medical surveillance program.

11 OWNERSHIP AND USE OF WORK MATERIALS.

11.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by UTS or U.T. Institution, are the sole property of UTS and the Institutions and for their exclusive use and re-use at any time without further compensation and without any restrictions.

11.2 Contractor grants and assigns to UTS and the Institutions all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material

and will cooperate fully with UTS and the Institutions in any steps UTS or the Institutions may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

11.3 Contractor will deliver all Work Material to UTS and the Institutions upon expiration or termination of this Agreement. UTS and the Institutions will have the right to use the Work Material for the completion of the Work or otherwise. UTS and the Institutions may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than UTS or the Institutions on other projects unless expressly authorized by UTS and the Institutions in writing.

11.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by UTS and the Institutions in writing. Contractor will treat all Work Material as confidential.

12 DEFAULT AND TERMINATION.

12.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement or any Work Order, Requisition, or other request or agreement entered into under this Agreement (“**default**”), the other party may terminate this Agreement upon fifteen (15) days’ written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

12.2 UTS may, without cause, terminate this Agreement and all Work Orders, Requisitions, or other requests issued or agreements entered into for Work under this Agreement at any time upon giving seven (7) days’ advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to UTS and the Institutions. Notwithstanding any provision in this Agreement to the contrary, n e i t h e r UTS nor any Institution will be required to pay or reimburse Contractor for any Services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

12.3 Termination under **Sections 12.1** or **12.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

12.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, UTS will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with UTS’s curative actions.

13 INDEMNIFICATION.

13.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UTS, AND HOLD HARMLESS UTS, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY “**INDEMNITEES**”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “**CLAIMS**”) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION

OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

13.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UTS, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF WORK OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UTS WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UTS AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

14 RELATIONSHIP OF THE PARTIES.

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of UTS or the Institutions. Contractor will not bind nor attempt to bind UTS to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

15 INSURANCE.

15.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the [Texas Insurance Code](#), having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

15.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. on the information page of the Workers' Compensation policy the state in which Work is to be performed for the Institution receiving Covered Services.

15.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

- 15.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$10,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

Pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached as required or allowed by applicable state laws and if allowed by state law, the Motor Carrier Act endorsement (MCS 90) shall be added.

The Contractor shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request.

- 15.1.4 Umbrella/Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and at least as broad as the underlying coverage as required under sections 11.1.1 Employer's Liability; 11.1.2 Commercial General Liability; and 11.1.3 Business Auto Liability. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

- 15.1.5 Pollution Legal Liability with limits not less than:
\$10,000,000 per occurrence (coverage exclusive to UTS and exclusive of legal defense costs)
\$10,000,000 aggregate (coverage exclusive to UTS)

Pollution policy must cover all services included in the attached scope of services.

15.2 Contractor will deliver to UTS:

- 15.2.1 After the execution and delivery of this Agreement and prior to the performance of any Work by Contractor, evidence of insurance on a Texas Department of Insurance (TDI) approved certificate form (the Acord form is a TDI-approved form) verifying the existence and actual limits of all required insurance policies; and, if the coverage period shown on the current certificate form ends during the Term, then prior to the end of the coverage period, a new certificate form verifying the continued existence of all required insurance policies.

- 15.2.2 **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the "Board of Regents of The University of Texas System, The University of Texas System and Institutions" as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on- going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

- 15.2.3 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System, and Institutions. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System, and Institutions. No policy will be

canceled until after thirty (30) days' unconditional written notice to UTS. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to UTS thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 15**.

15.2.4 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by UTS prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

15.2.5 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the UTS Contact Coordinator listed in **Exhibit A**:

15.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by UTS or Institution. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by UTS or Institution in writing.

16 MISCELLANEOUS.

16.1 Assignment and Subcontracting. Except as specifically provided in **Exhibit H**, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on UTS; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.586](#). The benefits and burdens of this Agreement are assignable by UTS.

16.2 Texas Family Code Child Support Certification. Pursuant to [§231.006, Texas Family Code](#), Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

16.3 Tax Certification. If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

16.4 Payment of Debt or Delinquency to the State. Pursuant to Sections [§§2107.008 and 2252.903, Texas Government Code](#), Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.

16.5 Loss of Funding. Performance by UTS or the Institution of their duties and obligations under this Agreement or any Work Order, Requisition, or other agreement entered into hereunder may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Texas System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UTS will issue written notice

to Contractor and UTS may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTS or the Institutions.

- 16.6 Entire Agreement; Modifications.** This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between Contractor and UTS or the Institutions and will constitute the entire agreement and understanding between Contractor, UTS, and the Institutions with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by UTS and Contractor. All Exhibits are attached to this Agreement and incorporated for all purposes.
- 16.7 Force Majeure.** No party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“**force majeure occurrence**”). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that UTS or the Institutions may continue to provide healthcare, research and other mission critical services during the occurrence.
- 16.8 Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 16.9 Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 16.10 Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 16.11 Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of UTS or the Institutions, or (3) have access to, records or record systems (collectively, **University Records**). However, it is expressly agreed that University or the Institutions will not provide to Contractor, and Contractor will never seek to access, any University Records that contain personally identifiable information regarding any individual that is not available to any requestor under the *Texas Public Information Act*, [Chapter 552, Texas Government Code](#), including “directory information” of any student who has opted to prohibit the release of their “directory information” as that term is defined under the *Family Educational Rights and Privacy Act*, [20 USC §1232g \(FERPA\)](#) and its implementing regulations. However, in the event that Contractor inadvertently gains access to student records defined as FERPA treatment records under the Act, 34 CFR 99.3, Contractor will comply with Section 12.25 regarding the handling of such records. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the Health Insurance Portability and Accountability Act and [45 CFR Part 160](#) and [subparts A and E of Part 164](#) (collectively **HIPAA**) are addressed in **Section 12.25**. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University or the

Institutions in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with UTS and all Institutions' Rules regarding access to and use of UTS's or the Institutions' computer systems, including UTS 165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of UTS or an Institution, Contractor agrees to provide UTS or that Institution with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

16.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to UTS and the Institutions within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide UTS and the Institutions with all information requested by UTS or the Institutions regarding the impermissible use or disclosure.

16.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of UTS or the Institutions will be (1) returned to UTS the Institutions, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide UTS and the Institutions with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to UTS and the Institutions in writing the destruction of University Records.

16.11.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this **Section 16.11**.

16.11.4 **Press Releases.** Except when defined as part of this Agreement, Contractor will not make any press releases, public statements, or advertisement referring to the Agreement or the engagement of Contractor as an independent contractor of UTS or the Institutions in connection with this Agreement, or release any information relative to this Agreement for publication, advertisement or any other purpose without the prior written approval of UTS and the Institutions.

16.11.5 **Public Information.** UTS and the Institutions strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [2252.907](#), Texas Government Code, and at no additional charge to UTS or any Institution, Contractor will make any information created or exchanged with UTS or the Institutions pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UTS or the Institutions that is accessible by the public.

16.11.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if UTS or an Institution

reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, UTS may immediately terminate this Agreement without notice or opportunity to cure.

16.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

16.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

16.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Agreement and payments will be available to UTS and the Institutions or their authorized representatives during business hours and will be retained for four (4) years after final Payment or abandonment of this Agreement, unless UTS otherwise instructs Contractor in writing.

16.14 **Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to UTS: Dr. Scott Kelley
 Executive Vice Chancellor for Business Affairs
 The University of Texas System
 210 West 7th Street
 Austin, Texas 78701

with copy to: Office of Risk Management
 The University of Texas System
 210 West 7th Street
 Austin, Texas 78701

If to Contractor: _____

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to UTS pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to UTS as follows:

Dr. Scott Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
210 West 7th Street
Austin, Texas 78701

with copy to: Office of Risk Management
 The University of Texas System
 210 West 7th Street

Austin, Texas 78701
Attention: Michelle Bost
Email: mbost@utsystem.edu
Fax: 512-499-4211

or other person or address as may be given in writing by UTS to Contractor in accordance with this Section.

- 16.15 **Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 16.16 **State Auditor's Office.** Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds (§§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.
- 16.17 **Limitation of Liability.** EXCEPT FOR UTS'S OR AN INSTITUTION'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES NEITHER UTS NOR ANY INSTITUTION WILL HAVE ANY LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR ANY WORK ORDER, REQUISITION, OR OTHER REQUEST OR AGREEMENT FOR WORK UNDER THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UTS OR THE INSTITUTIONS TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED INSTITUTION, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UTS, THE INSTITUTIONS, OR ANYONE CLAIMING UNDER UTS OR THE INSTITUTIONS HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 16.18 **Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 6.6, 13, 16.5, 16.9, 16.10, 16.11, 16.13, 16.16, 16.17, 16.19 and 16.21.**
- 16.19 **Breach of Contract Claims.**
- 16.19.1 To the extent that [Chapter 2260, Texas Government Code](#), as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by UTS and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
- 16.19.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in [subchapter B](#) of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by [subchapter B](#) of Chapter 2260, to UTS and the applicable institutions in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of [subchapter](#)

[B](#) of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that UTS or an Institution allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with [subchapter B](#) of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under [subchapter C](#) of Chapter 2260. The chief business officer of UTS, or another officer of UTS as may be designated from time to time by UTS by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

16.19.1.2 If the parties are unable to resolve their disputes under **Section 16.19.1.1**, the contested case process provided in [subchapter C](#) of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by UTS or an Institution.

16.19.1.3 Compliance with the contested case process provided in [subchapter C](#) of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under [Chapter 107, Texas Civil Practices and Remedies Code](#). The parties hereto specifically agree that (i) neither the execution of this Agreement by UTS, issuance of any Work Order, Requisition, or other request or agreement for Work by UTS or an Institution, nor any other conduct, action or inaction of any representative of UTS or the Institutions relating to this Agreement constitutes or is intended to constitute a waiver of UTS's, the Institutions', or the state's sovereign immunity to suit and (ii) neither UTS nor any of the Institutions have waived their rights to seek redress in the courts.

16.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to [Chapter 2260](#), as currently effective, thereafter enacted or subsequently amended.

16.19.3 UTS and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

16.20 **Undocumented Workers.** The *Immigration and Nationality Act* ([8 USC §1324a](#)) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the [Form I-9 Employment Eligibility Verification Form](#) ("**I-9 Form**") as the document to be used for employment eligibility verification ([8 CFR §274a](#)). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor

employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, UTS may terminate this Agreement in accordance with **Section 12**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

- 16.21 **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTS AND THE INSTITUTIONS (STATE AGENCIES) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UTS OR ANY INSTITUTION'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UTS OR ANY INSTITUTION EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 16.22 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand UTS's Conflicts of Interest Policy available at <http://www.utsystem.edu/policy/policies/int160.html>, UTS's Standards of Conduct Guide available at <http://www.utsystem.edu/systemcompliance/SOCcombined.pdf>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause UTS employees to violate UTS's Conflicts of Interest Policy, provisions described by UTS's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- 16.23 **Enforcement.** Contractor agrees and acknowledges that UTS is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor's performance of the Work provides a peculiar value to UTS and the Institutions. UTS and the Institutions cannot be reasonably or adequately compensated in damages for the loss of Contractor's Work. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause UTS and the Institutions irreparable injury and damage. Contractor, therefore, expressly agrees that UTS and the Institutions will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- 16.24 **FERPA Compliance.** Some of the University Records Contractor may have access to, even if inadvertently, on behalf of University may constitute **Education Records** (as defined by [FERPA](#)), or contain **Personally Identifiable Information from Education Records** (as defined by [FERPA](#)) (collectively, **FERPA Data**). Before Contractor may engage in services prescribed by in this Agreement, Contractor must execute **EXHIBIT I**, FERPA Confidentiality and Security Addendum. **EXHIBIT I**, FERPA Confidentiality and Security Addendum, contains terms required by University to ensure that Contractor complies with FERPA (including the requirements of [34 CFR §99.33\(a\)](#)) and University Rules related to FERPA. Except to the extent **Section 16.11** conflicts with **EXHIBIT I**, FERPA Confidentiality and Security Addendum, Contractor will comply with **Section 16.11** in connection with all FERPA Data.

12.25 HIPAA Compliance.

University is a HIPAA Covered Entity and some of the information Contractor may have access to, even if inadvertently, for or on behalf of University may constitute Protected Health Information (**PHI**) that is subject to HIPAA. Before Contractor may engage in services prescribed by this Agreement, Contractor will execute the HIPAA Business Associate Agreement (**BAA**) in **EXHIBIT J**, HIPAA Business Associate Agreement. To the extent that the BAA conflicts with any term contained in this Agreement, the terms of the BAA will control.

16.26 Historically Underutilized Business Subcontracting Plan. Contractor agrees to use good faith efforts to subcontract the Work in accordance with the Historically Underutilized Business Subcontracting Plan (“**HSP**”) (ref. **Exhibit H**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to UTS in the format required by the Statewide Procurement and Statewide Support Services Division of the Texas Comptroller of Public Accounts or successor entity (collectively, **SPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If UTS determines that Contractor has failed to subcontract as set out in the HSP, UTS will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If UTS determines that Contractor failed to implement the HSP in good faith, UTS, in addition to any other remedies, may report nonperformance to the SPSS in accordance with 34 TAC [§§20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#). UTS may also revoke this Agreement for breach and make a claim against Contractor.

16.26.1 **Changes to the HSP.** If at any time during the Term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.285; (b) the changes must be reviewed and approved by UTS; and (c) if UTS approves changes to the HSP, this Agreement must be amended in accordance with **Section 16.6** to replace the HSP with the revised subcontracting plan.

16.26.2 **Expansion of the Work.** If UTS expands the scope of the Work through a change order or any other amendment, UTS will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for the Work. If UTS determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.285](#) before (a) this Agreement may be amended to include the additional Work; or (b) Contractor may perform the additional Work. If Contractor subcontracts any of the additional subcontracting opportunities identified by UTS without prior authorization and without complying with [34 TAC §20.285](#), Contractor will be deemed to be in breach of this Agreement under **Section 12** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.285](#). UTS may report nonperformance under this Agreement to the SPSS in accordance with [34 TAC §§20.285\(g\)\(5\)](#), [20.585](#) and [20.586](#).

16.27 Responsibility for Individuals Performing Work; Criminal Background Checks. Each individual who is assigned to perform Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals

performing Work under this Agreement. Prior to commencing Work under this Agreement or any Work Order, Requisitions, or other request issued or agreement entered into hereunder, Contractor will (1) provide UTS and the applicable Institutions with a list (**List**) of all individuals who may be assigned to perform that Work, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to do so. Contractor will not knowingly assign any individual to provide Work who has a history of criminal conduct unacceptable for a university campus, facility, building, or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform Work.

Prior to commencing performance of Work under this Agreement, Contractor will provide UTS a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide UTS an updated certification letter each time there is a change in the individuals assigned to perform Work.

- 16.29 **Contractor Certification regarding Boycotting Israel.** Pursuant to [Chapter 2270, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16.30 **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16.31 **Quality Assurance.** Contractor will (a) comply with all applicable standards of the Joint Commission ("**Joint Commission**"); (b) implement and monitor a quality assurance process that complies with Joint Commission standards; (c) comply with applicable Joint Commission privileging standards for licensed independent practitioners; (d) upon request, provide assurance to UTS of a licensed independent practitioner's privileging file; and (e) provide UTS with periodic reports of its quality assurance indicators and/or permit UTS to conduct periodic quality assurance audits of the Work.
- 16.32 **Billing Account Naming.** Contractor will utilize an institution's official abbreviation listed below for all UTS account naming. Accounts must begin or end with the following institutional name and may be followed by additional descriptors, if needed.
- UT Arlington or UTA
 - UT Austin
 - UT Dallas or UTD
 - UT El Paso or UTEP
 - UT Permian Basin or UTPB
 - UT Rio Grande Valley or UTRGV
 - UT San Antonio or UTSA
 - UT Tyler or UTT
 - UT Southwestern Medical Center or UTSWMC
 - UT Medical Branch or UTMB
 - UT Health Science Center Houston or UTHSCH
 - UT Health Science Center San Antonio or UTHSCSA
 - UT MD Anderson Cancer Center or UTMDA
 - UT Health Science Center Tyler or UTHSCT
 - UT System or UTS

UTS and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

CONTRACTOR:

UTS:

THE UNIVERSITY OF TEXAS SYSTEM

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

Date: _____

Date: _____

Attached:

EXHIBIT A – Names and Addresses of Contractor, UTS and Institutional Coordinators

EXHIBIT B – Scope of Work

EXHIBIT C – Schedule

EXHIBIT D – Payment for Services

EXHIBIT E - UTS Approved Transporters

EXHIBIT F – UTS Approved TSDFs

EXHIBIT G – Contractor’s Safety Equipment

EXHIBIT H - HUB Subcontracting Plan

EXHIBIT I – FERPA Addendum

EXHIBIT J - Business Association Agreement

EXHIBIT A

**NAMES AND ADDRESSES OF CONTRACTOR, UNIVERSITY, AND
INSTITUTION COORDINATORS**

CONTRACTOR'S CONTRACT COORDINATOR:

UNIVERSITY CONTRACT COORDINATOR:

Ms. Michelle Bost
The University of Texas System
210 W. 7th Street
Austin, TX 78701
Phone: 512/499-4211
Fax: 512/499-4524

INSTITUTION COORDINATORS:

Ms. Leah Hoy
UT Arlington
P.O. Box 19257
Arlington, TX 76019-0257
Phone: 817/272-2185
Fax: 817/272-2144

Mr. John Salsman
UT Austin
Service Building 202
Austin, TX 78712-1024
Phone: 512/471-1171
Fax: 512/471-6918

Mr. Shane Solis
UT Dallas
Assistant Director
Office of Research Compliance
The University of Texas at Dallas
Phone: 972/883-4730
Fax: 972/883-2310

Mr. Bruce Brown, Dr PH
UT Southwestern Medical Center
1931 Chattanooga Place
Dallas, TX 75235
Phone: 214/648-2250
Fax: 214/648-8320

**INVOICE ROUTING ADDRESS (for Institution and
off site locations):**

Ramon Ruiz, REM
UT Arlington
Environmental Health and Safety (BOX 19257)
500 Summit Ave.
Arlington, TX 76019

Ms. Nena Anderson
UT Austin – EHS
PO Box 7729, M/C 2600
Austin, TX 78713

Dorian Evans (waste)
UT Dallas
800 W. Campbell Rd. RL 10
Richardson, TX 75080
Phone: 972/883-5739 or 214/ 563-4955

Patrick Conley
UT Southwestern Medical Center
1931 Chattanooga Place
Dallas, TX 75235
Office 214/648-2250
Patrick.conley@utsouthwestern.edu

INSTITUTION COORDINATORS:

Mr. Richard Costello, Dr PH
UT Rio Grande Valley
1201 West University Drive
Edinburg, TX 78539
Phone: 956/665-3690
956/665-2699

Mr. Robert Moss
UT El Paso
Carl Hertzog Bldg., Room 170
500 West University Avenue
El Paso, TX 79968-0537
Phone: 915/747-7188
Fax: 915/747-7118

Mrs. Paula Tate
UT Tyler
3900 University Blvd.
Tyler, TX 75799
Phone: 903/566-7011
Fax: 903/565-5829

Mrs. De'Anne Meeh
UT Medical Branch at Galveston
301 University Blvd Rt. 1108
Galveston, TX 77555-1108
Phone: 409/747-0515
Fax: 409/772-8501

Mr. Scott Patlovich
UT Health Science Center at Houston
1851 Crosspoint, OCB1.330
Houston, TX 77054 Phone: 713/500-8100
Fax: 713/500-8111

Mr. Matthew Berkheiser, DrPH
UT M.D. Anderson Cancer Center
1515 Holcombe Blvd., Box 035
Houston, TX 77030
Phone: 713/792-3775
Fax: 713/745-2025

Mr. Lail Grant
UT Permian Basin
4901 E. University
Odessa, TX 79762-0001
Phone: 432/552-2491
Fax: 432/552-3700

INVOICE ROUTING ADDRESS (for Institution and off site locations):

As specified by Institution Coordinator

As specified by Institution Coordinator

Mrs. Paula Tate
UT Tyler
3900 University Blvd.
Tyler, TX 75799
Phone: 903/566-7011

Mr. Sergio Garcia
UT Medical Branch at Galveston
Environmental Protection Management / EHS
301 University Blvd, Rt.1108,
Galveston, TX 77555-1108
Phone: 409/747-0515

Mr. Alan Lucas
UT Health Science Center at Houston
1851 Crosspoint, OCB1.330
Houston, TX 77054
Phone: 713/500-8104

Mr. Mike Pokluda
UT M.D. Anderson Cancer Center
Environmental Health and Safety
P.O. Box 301439 - Unit 713
Houston, TX 77230-1439
Phone: 713/794-4178

Mr. Raymond Hall
UT MD Anderson Cancer Center
Environmental Health and Safety
P.O. Box 301439 - Unit 713
Houston, TX 77230-1439
713/792-1815

Mr. Lail Grant
UT Permian Basin
4901 E. University
Odessa, TX 79762-0001
Phone: 432/552-2491

INSTITUTION COORDINATORS:

Mr. Michael Charlton, DrPH
UT Health Science Center at San Antonio
7703 Floyd Curl Drive
San Antonio, TX 78229-3900
Phone: 210/567-2955
Fax: 210/567-2965

Ms. Kristee Phelps
UT San Antonio
Attn: Environmental Health, Safety and Risk
Management
One UTSA Circle
San Antonio, TX 78249-672
Phone: 210/458-6102
Fax: 210/458-5813

Mr. Maurice Finsterwald
UT Health Science Center at Tyler
11937 US Hwy 271
Tyler, TX 75708-3154
Phone: 903/877-2854
Fax: 903/877-2833

Mr. Patrick Durbin
UT System
210 W. 7th Street
Austin, TX 78701
Phone: 512/499-4746
Fax: 512/499-4524

**INVOICE ROUTING ADDRESS (for Institution and
off site locations):**

Ms. Rena Saito
UT Health Science Center San Antonio
Environmental Health & Safety Dept.
MC 7928
7703 Floyd Curl Drive
San Antonio, TX 78229-3900

Mr. Richard Garza
UT San Antonio
Attn: Environmental Health, Safety and Risk
Management
One UTSA Circle
San Antonio, TX 78249-672
Phone: 210/458-5808

Mr. Maurice Finsterwald
UT Health Science Center at Tyler
11937 US Hwy 271
Tyler, TX 75708-3154
Phone: 903/877-2854

Ms. Michelle Bost
UT System
210 W. 7th Street
Austin, TX 78701
Phone: 512/499-4211

EXHIBIT B

SCOPE OF WORK

EXHIBIT B: Scope of Work

EXHIBIT C

SCHEDULE

SERVICE HOURS:

Standard Services: 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, excluding State of Texas Holidays.

SCHEDULED WASTE PICKUPS

Waste pickups will be schedule and coordinated with each Institutional Coordinator (See **Exhibit A**)

EXHIBIT D

PAYMENT FOR SERVICES

EXHIBIT E

APPROVED TRANSPORTERS

Pursuant to **Section 8.3** of this Agreement, the UTS-Approved Transporters are the transporters listed below:

Transporter Name:

Contact Name:

Address:

Telephone No.:

Fax No.:

Registration No.:

EXHIBIT F

APPROVED FACILITIES

Pursuant to **Section 8.4** of this Agreement, the UTS-Approved Facilities are the facilities listed below:

Name of Facility:

Contact Name:

Address:

Telephone No. :

Fax No.:

Registration No.:

EXHIBIT G

CONTRACTOR'S SAFETY EQUIPMENT

Emergency Response and Spill Control

- Shovels and Broom

- Absorbents and repacking materials

- Fire extinguisher

- EPA approved disinfectant (i.e. Clorox bleach)

Personnel Protective Clothing

- Safety Glasses and Goggles

- Safety footwear

- Respiratory protection if necessary

- Appropriate Gloves

- First Aid Kit

EXHIBIT H

HUB SUBCONTRACTING PLAN

EXHIBIT I

FERPA CONFIDENTIALITY AND SECURITY ADDENDUM

This FERPA Confidentiality and Security Addendum (“Addendum”) is made and entered into effective as of [] (the “Effective Date”) by and between The University of Texas System, a state agency and institution of higher education established under the laws of the State of Texas (“University”) and [] (“Contractor”), (collectively, “Parties”). The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”) which Contractor will create, receive, or maintain on behalf of University pursuant to the Standard Agreement (“Underlying Agreement”).

1. FERPA. The Parties understand and agree that:

1.1 As part of the work (“**Work**”) that Contractor will provide pursuant to the Underlying Agreement, Contractor may inadvertently view, receive, or have access to records from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, “FERPA Records”) namely: health information, or any information made, maintained or used in connection with the treatment of a student. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.

1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records received, viewed or accessed by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.

2. FERPA Compliance. In connection with all FERPA Records that Contractor may view, receive or access on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (a) is required to access and view FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions without reservation:

2.1 Prohibition on Unauthorized Use or Disclosure of FERPA Records: Contractor will hold University FERPA Records in strict confidence, if retention of such records is required under the Underlying Agreement. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.

2.2 Maintenance of the Security of FERPA Records: If Contractor is required to retain or store any FERPA records in accordance with the Work, Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS 165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>, to preserve the confidentiality and security of all FERPA Records received from, or on behalf

of University, its students or any third party pursuant to the Underlying Agreement.

2.3 Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information: Contractor, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Contractor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this Section 2.3, an unauthorized disclosure or use includes any access or use of an "Education Record" (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

2.4 Right to Audit: If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, University may audit Contractor's compliance with FERPA as Contractor's compliance relates to University's FERPA Records maintained by Contractor.

2.5 Five Year Exclusion for Improper Disclosure of Education Records. Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University's "Education Records" (as defined by FERPA) by Contractor or its employees or agents may result in Contractor's complete exclusion from eligibility to contract with University for at least five (5) years.

3. Return of FERPA Records. It is expressly agreed to that Contractor will not be engaged to retain any FERPA records while executing Work performed in the Underlying Agreement. Contractor is prohibited from retention of any records that may constitute FERPA records, unless specifically agreed to in writing by both Parties.

4. Disclosure. Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.

5. Termination. This Addendum will remain in effect until the earlier of (a) expiration or termination of the Underlying Agreement, or (b) the date University terminates this Addendum by giving Contractor sixty (60) days' written notice of University's intent to terminate. Sections 2, 3, 4, and 6 of this Addendum will survive expiration or termination of the Underlying Agreement and this Addendum.

6. Breach. In the event of a breach, threatened breach or intended breach of this Addendum by Contractor, University (in addition to any other rights and remedies available to University at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.

7. Governing Law. The validity, construction, and performance of this Addendum are governed by the laws of the State of Texas, and suit may be brought in Travis County, Texas to enforce the terms of this Addendum.

8. Non-Assignment. The rights and obligations of the Parties under this Addendum may not be sold, assigned or otherwise transferred.

AGREED TO AND SIGNED BY THE PARTIES.

The University of Texas System

By: _____

Name: _____

Title: _____

Date: _____

[Contractor]

by: _____

Name: _____

Title: _____

Date: _____

EXHIBIT J

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective _____ (“Effective Date”), is entered into by and between The University of Texas _____ on behalf of its _____ (“Covered Entity”) and _____, a _____ company doing business as “_____” (“Business Associate”, as more fully defined in section 1(c)) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Covered Entity has entered or is entering into that certain _____ Agreement with Business Associate (“the Underlying Agreement”) by which it has engaged Business Associate to perform services;

WHEREAS, Covered Entity possesses Protected Health Information that is protected under HIPAA and the HIPAA Regulations, HITECH Act and state law, including the Medical Records Privacy Act (MRPA), and is permitted to manage such information only in accordance with HIPAA and the HIPAA Regulations, HITECH Act, and MRPA;

WHEREAS, Business Associate may receive such information from Covered Entity, or inadvertently view, or have access to such records on behalf of Covered Entity, in order to perform certain of the services under the Underlying Agreement;

WHEREAS, the Parties desire to comply with health information privacy and security protections subsequent to the enactment of the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 which has established requirements for compliance with HIPAA. In particular, the requirements provide that: (1) Covered Entity give affected individuals notice of security breaches affecting their PHI, and Business Associate give notice to Covered Entity pursuant to the provisions below; (2) Business Associate comply with the HIPAA security regulations; and (3) additional and/or revised provisions be included in Business Associate Agreement;

WHEREAS, Under HIPAA and HITECH, Covered Entity is required to enter into protective agreements, generally known as “business associate agreements,” with certain downstream entities that will be entrusted with HIPAA-protected health information;

WHEREAS, Health information is further protected by state law, including the MRPA; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. The Parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations and the MRPA. All capitalized terms used in this Agreement but not defined below shall have the meaning assigned to them under the HIPAA Regulations.

- a. "Breach" shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
- b. "Breach of System Security" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- c. "Business Associate" means, with respect to a Covered Entity, a person who:
 - 1) on behalf of such Covered Entity or of an Organized Health Care Arrangement (as defined under the HIPAA Regulations) in which the Covered Entity participates, but other than in the capacity of a member of the workplace of such Covered Entity or arrangement, creates, receives, maintains, or transmits PHI for a function or activity regulated by HIPAA, HIPAA Regulations, or MRPA including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R. 3.20, billing, benefit management, practice management, and re-pricing; or
 - 2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an Organized Health Care Arrangement in which the Covered Entity participates, where the provision of the service involves the disclosure of PHI from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.
- d. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- e. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- f. "HIPAA Regulations" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 subparts A and E ("The Privacy Rule") and the Security Standards as they may be amended from time to time, 45 C.F.R. Parts 160, 162 and 164, Subpart C ("The Security Rule").
- g. "HITECH Act" means the provisions of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).
- h. "Individually Identifiable Health Information" means information that is a subset of

health information, including demographic information collected from an individual, and:

- 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- 2) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - a) that identifies the individual; or
 - b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

i. "MRPA" means Texas Medical Records Privacy Act, as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

j. "Protected Health Information" or "PHI" means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. The term excludes Individually Identifiable Health Information in educational records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g; records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); and employment records held by a Covered Entity in its role as employer and regarding a person who has been deceased more than 50 years.

k. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a routine basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

l. "Sensitive Personal Information" means: (1) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver's license number or government-issued identification number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual's financial account; or (2) PHI information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual.

m. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS web site.

2. Permitted Uses and Disclosures.

- a. **Compliance with Law.** Covered Entity and Business Associate agree to comply with HIPAA, HIPAA Regulations, the HITECH Act, and the MRPA.
- b. **Performance of Services.** Except as otherwise permitted by this Agreement, Business Associate may view, receive, or have access to records PHI on behalf of Covered Entity only in connection with the performance of the services contracted for in the Underlying Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).
- c. **Proper Management and Administration.** Business Associate may use PHI it receives in its capacity as Covered Entity's Business Associate for the proper management and administration of Business Associate in connection with the performance of services in the Underlying Agreement, as permitted by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103), and to carry out the legal responsibilities of Business Associate. Business Associate may also disclose Covered Entity's PHI for such proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate. Any such disclosure of PHI shall only be made in accordance with the terms of this Agreement, including Section 5(c) if to an agent or subcontractor of Business Associate, and only if Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (2) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

3. Nondisclosure.

- a. **As Provided in Agreement.** Business Associate shall not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).
- b. **Disclosures Required By Law.** Business Associate shall not, without prior written consent of Covered Entity, disclose any PHI on the possibility that such disclosure is required by law without notifying, to the extent legally permitted, Covered Entity so that the Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such a disclosure, Business Associate, shall, to the extent permissible by law, refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 2(c) that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI when a disclosure is required by law.
- c. **Additional Restrictions.** If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of Covered Entity's PHI pursuant to HIPAA or the HIPAA Regulations, Business Associate shall be bound by such additional restrictions and shall not disclose Covered Entity's PHI in violation of such additional restrictions to the extent possible consistent with Business Associate's obligations set forth in the Underlying Agreement.

d. Restrictions Pursuant to Subject's Request. It is not the intent of the Underlying Agreement for Business Associate to retain the PHI of Covered Entity for any reason past execution of the obligations set forth in the Underlying Agreement; however, if, during the course of executing such obligations, Business Associate has knowledge that an individual who is the subject of PHI in the custody and control of Business Associate has requested restrictions on the disclosure of PHI, Business Associate must comply with the requested restriction if (a) the Covered Entity agrees to abide by the restriction; or (b) the disclosure is to a health plan for purposes of carrying out payment or health care operations and the PHI pertains solely to a health care item or service for which Covered Entity has been paid out of pocket in full. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

e. Remuneration. Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as permitted by HITECH Act § 13405, the MRPA, and any implementing regulations that may be promulgated or revised from time to time.

f. Disclosure. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. part 164, or MRPA, if done by the Covered Entity itself except as authorized under Section 2 of this Agreement.

4. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

4. Additional Business Associate Obligations.

a. Safeguards. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for by this Agreement, when applicable. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

b. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of the obligations.

c. Business Associate's Agents and Subcontractors.

1) Business Associate shall ensure that any agents and subcontractors to whom it provides PHI agree to only create, receive, maintain or transmit PHI on behalf of the Business Associate under the same restrictions that apply to

Business Associate. Such agreement between Business Associate and subcontractor or agent must be in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §164.504(e)(2); 45 C.F.R. §164.502(e)(1)(ii); 45 C.F.R. §164.314; and 45 C.F.R. §164.308(b)(2). Additionally, Business Associate shall ensure agent or subcontractor agree to and implement reasonable and appropriate safeguards to protect PHI.

2) If Business Associate knows of a pattern of activity or practice of its subcontractor or agent that constitutes a material breach or violation of the agent or subcontractor's obligation under the contract or other arrangement, the Business Associate must take steps to cure the breach and end the violation and if such steps are not successful, must terminate the contract or arrangement if feasible. If it is not feasible to terminate the contract, Business Associate must promptly notify the Covered Entity.

d. Reporting. Subsections d and e shall be applicable if Covered Entity has agreed, in writing, to require Business Association to store Covered Entity's PHI electronically. Business Associate shall, as soon as practicable but not more than five (5) business days after becoming aware of any successful security incident or use or disclosure of Covered Entity's PHI or Sensitive Personal Information in violation of this Agreement, report any such use or disclosure to Covered Entity. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable state law, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) calendar days upon discovery of a Breach of Unsecured PHI or Breach of Security System. Such notice must include, to the extent possible, the name of each individual whose Unsecured PHI or Sensitive Personal Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 C.F.R. § 164.404(c) and Section 521.053, Texas Business & Commerce Code at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured PHI or Breach of Security System shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence.

e. Mitigation. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any Use or Disclosure (as defined by 45 C.F.R. §160.103).

f. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Agreement or applicable law.

g. Covered Entity's Rights of Access and Inspection. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the facilities,

systems, books and records of Business Associate related to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity or the safeguarding of such PHI to monitor compliance with this Agreement. Business Associate shall document and keep current such security measures and safeguards and make them available to Covered Entity for inspection upon reasonable request including summaries of any internal or external assessments Business Associate performed related to such security controls and safeguards. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection but failure to require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. This Section shall survive termination of this Agreement.

h. United States Department of Health and Human Services. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA and the HIPAA regulations, provided that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary of the United States Department of Health and Human Services, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto, unless otherwise prohibited by law.

i. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, and the MRPA.

5. Obligation to Provide Access, Amendment and Accounting of PHI. Section 5, including subsections will be applicable pursuant to the obligations of Business Associate in the Underlying Agreement,

a. Access to PHI. Business Associate shall make available to Covered Entity, in the time and manner designated by the Covered Entity, such information as necessary to allow Covered Entity to meet its obligations under the HIPAA Regulations, PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA and the HIPAA Regulations and MRPA. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made.

b. Amendment of PHI. Business Associate shall make available to Covered Entity PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA and the HIPAA Regulations. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such information maintained by Business Associate. In the event that any individual requests amendment of PHI directly from Business Associate, Business Associate shall forward

such request to Covered Entity within five (5) business days.

c. Accounting of Disclosures of PHI.

1) Record of Disclosures. Business Associate shall maintain a record of all disclosures of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, except for those disclosures identified in Section 6(c)(2) below, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure which includes an explanation of the reason for such disclosure. Business Associate shall make this record available to Covered Entity upon Covered Entity's request. If Business Associate maintains records in electronic form, Business Associate shall account for all disclosures made during the period of three (3) years preceding the request. In the event that any individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made and provide Covered Entity with a record of disclosures within ten (10) days of an individual's request. If the request from an individual comes directly to Covered Entity and Covered Entity notifies Business Associate that it requires information from Business Associate in order to respond to the individual, Business Associate shall make available to Covered Entity such information as Covered Entity may require within ten (10) days from the time of request by Covered Entity.

2) Certain Disclosures Need Not Be Recorded. The following disclosures need not be recorded:

- a) disclosures to carry out Covered Entity's treatment, payment and health care operations as defined under the HIPAA Regulations;
- b) disclosures to individuals of PHI about them as provided by the HIPAA Regulations;
- c) disclosures for Covered Entity's facility's directory, to persons involved in the individual's care, or for other notification purposes as provided by the HIPAA Regulations;
- d) disclosures for national security or intelligence purposes as provided by the HIPAA Regulations;
- e) disclosures to correctional institutions or law enforcement officials as provided by the HIPAA Regulations;
- f) disclosures that occurred prior to the later of (i) the Effective Date or (ii) the date that Covered Entity is required to comply with HIPAA and the HIPAA Regulations;
- g) disclosures pursuant to an individual's authorization in accordance with HIPAA and the HIPAA Regulations; and
- h) any other disclosures excepted from the right to an accounting by

the HIPAA Regulations.

6. Material Breach, Enforcement and Termination.

a. Term. This Agreement shall become effective on the Effective Date and shall continue unless or until this Agreement terminates, the Underlying Agreement terminates, or the Business Associate has completed performance of the services in the Underlying Agreement, whichever is earlier.

b. Termination. Either Party may terminate this Agreement:

1) immediately if the other Party is finally convicted in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;

2) immediately if a final finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the other Party has been joined; or completed performance of the services in the Underlying Agreement, whichever is earlier.

3) pursuant to Sections 7(c) or 8(b) of this Agreement.

c. Remedies. Upon a Party's knowledge of a material breach by the other Party, the non-breaching Party shall either:

1) provide an opportunity for the breaching Party to cure the breach and end the violation or terminate this Agreement and the Underlying Agreement if the breaching Party does not cure the breach or end the violation within ten (10) business days or a reasonable time period as agreed upon by the non-breaching party; or

2) immediately terminate this Agreement and the Underlying Agreement if cure is not possible.

d. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

e. Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its

workforce.

f. Breach of PHI and Breach of System Security. Business Associate will pay or reimburse Covered Entity for all costs and penalties incurred by Covered Entity in connection with any incident giving rise to a Breach of PHI and/or a Breach of System Security, including without limitation all costs related to any investigation, any notices to be given, reasonable legal fees, or other actions taken to comply with HIPAA, the HITECH Act, or any other applicable law or regulation, where (i) the PHI was in the custody or control of Business Associate when the Breach of PHI and/or Breach of System Security occurred, or (ii) the Breach of PHI and/or Breach of System Security was caused by the negligence or wrongful acts or omissions of Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce.

7. General Provisions.

a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. Amendment. Covered Entity and Business Associate agree to enter into good faith negotiations to amend this Agreement to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

d. Ambiguities. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security, and confidentiality of PHI, including, without limitation, MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act.

e. Primacy. To the extent that any provision of this Agreement conflicts with the provision of any other agreement or understanding between the Parties, this Agreement shall control.

f. Destruction/Return of PHI. Business Associate agrees that, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), upon termination of this Agreement or the Underlying Agreement, for whatever reason,

1) It will return or destroy all PHI, if feasible, received from or created or received by it on behalf of Covered Entity that Business Associate maintains in any form, and retain no copies of such information which for purposes of this Agreement shall mean all backup tapes. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents.

An authorized representative of Business Associate shall certify in writing to Covered Entity, within thirty (30) days from the date of termination or other expiration of the Underlying Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate or its subcontractors or agents no longer retain any such PHI in any form.

g. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.

h. Integration. This Agreement embodies and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.

i. Governing Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.

j. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity:
The applicable U.T. Institution(s)'s Privacy Officer.

With copy to:
The University of Texas System Privacy Officer
Office of Systemwide Compliance

If to Business Associate: _____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

k. Privilege. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

l. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together

constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the date indicated below.

BUSINESS ASSOCIATE

COVERED ENTITY
THE UNIVERSITY OF TEXAS

By: _____
(Authorized Signature)
Name: _____
(Type or Print)
Title: _____
Date: _____

By: _____
(Authorized Signature)
Name: _____
(Type or Print)
Title: _____
Date: _____

**APPENDIX 1: ESTIMATED ANNUAL QUANTITIES of MEDICAL WASTE DISPOSED,
& ANTICIPATED FREQUENCY of SHIPMENTS PER UT INSTITUTION**

1. ESTIMATED QUANTITIES OF MEDICAL WASTE DISPOSED:

Institution	Autoclave Regulated Medical Waste (pounds)	Incinerated Waste (pounds)
UT Arlington	11,000	0
UT Austin	80,000	27,000
UT Dallas	0	18,000
UT El Paso	24,000	0
UT Permian Basin	0	1,000
UT Rio Grande Valley	9,000	7,000
UT San Antonio	21,000	10,000
UT Tyler	1,700	500
UT MD Anderson	66,000	2,000,000
UT SWMC	790,000	280,000
UTMB	230,000	24,000
UTHC Tyler	74,000	9,000
UTHSC Houston	88,000	74,000
UTHSC San Antonio	255,000	39,000
Total	1,649,700	2,489,500

2. ANTICIPATED FREQUENCY OF SHIPMENTS PER UT INSTITUTION LOCATION

Service City	Service Zip	Frequency
Angleton	77515	On Call
Arlington	76019	Every other week
Austin	78705	Every other week
Austin	78758	On Call
Austin	78703	On Call
Austin	78723	On Call
Bastrop	78603	1x/week
Beaumont	77701	Every 4 weeks
Bellaire	77401	Every other week
Bellaire	77401	Every other week
Bellaire	77401	1x/week
Bellaire	77401	Every 4 weeks
Bellaire	77401	Every other week
Boerne	78016	1x/week

Service City	Service Zip	Frequency
Brownsville	78520	On Call
Brownsville	78521	Every 8 weeks
Brownsville	78520	On Call
Center	75935	Every 24 weeks
Cleveland	77328	Every 24 weeks
Conroe	77304	Every 24 weeks
Crockett	75835	Every 24 weeks
Cypress	77434	Every 4 weeks
Dallas	75236	Every 4 weeks
Dallas	75236	On Call
Dallas	75390	2x/week
Dallas	75390	On Call
Dallas	75236	On Call
Dallas	75390	On Call
Dallas	75391	1x/week
Dallas	75390	On Call
Dallas	75225	Every other week
Dallas	75247	On Call
Dallas	75243	On Call
Dallas	75231	On Call
Dallas	75391	On Call
Dallas	75390	On Call
Dallas	75236	Every other week
Dallas	75236	1x/week
Dallas	75390	1x/week
Dallas	75390	1x/week
Dallas	75390	1x/week
Dallas	75390	On Call
Dallas	75391	On Call
Dallas	75391	On Call
Dallas	75391	On Call
Dallas	75236	On Call
Dallas	75236	On Call
Dallas	75236	On Call
Dallas	75236	6x/week
Dallas	75390	On Call
Dallas	75391	On Call
Dallas	75235	On Call
Dallas	75236	On Call
Dallas	75236	Every other week
Dallas	75236	1x/week
Dallas	75236	1x/week

Service City	Service Zip	Frequency
Dallas	75236	On Call
Dallas	75236	On Call
Dallas	75236	1x/week
Dallas	75391	1x/week
Dallas	75390	2x/week
Dallas	75236	5x/week
Dallas	75235	On Call
Dallas	75236	1x/week
Dallas	75390	1x/week
Dallas	75390	1x/week
Dallas	75391	On Call
Dallas	75225	Every other week
Dallas	75391	Every other week
Dallas	75391	2x/week
Dallas	75236	3x/week
Dallas	75236	1x/week
Dallas	75391	1x/week
Dallas	75236	On Call
Dallas	75236	1x/week
Dallas	75390	1x/week
Dallas	75236	2x/week
Del Valle	78617	Every 4 weeks
Edinburg	78539	Every other week
Edinburg	78539	Every other week
El Paso	79902	Every 4 weeks
El Paso	79968	Every 4 weeks
El Paso	79902	2x/week
Fort Worth	76104	On Call
Fort Worth	76105	Every 4 weeks
Fort Worth	76104	Every 4 weeks
Fort Worth	76105	Every other week
Fort Worth	76105	Every 4 weeks
Fort Worth	76105	Every 4 weeks
Fort Worth	76105	1x/week
Fort Worth	76105	Every 4 weeks
Fort Worth	76105	On Call
Fort Worth	76105	Every 4 weeks
Fort Worth	76105	Every 4 weeks
Fort Worth	76104	Every other week
Fort Worth	76105	On Call
Frisco	75034	On Call
Galveston	77555	1x/week

Service City	Service Zip	Frequency
Harlingen	78550	On Call
Harlingen	78551	Every 12 weeks
Harlingen	78550	On Call
Houston	77030	4x/week
Houston	77054	5x/week
Houston	77030	1x/week
Houston	77030	Every 4 weeks
Houston	77030	1x/week
Houston	77030	3x/week
Houston	77030	1x/week
Houston	77030	Every other week
Houston	77030	Every other week
Houston	77030	Every other week
Houston	77030	On Call
Houston	77081	Every other week
Houston	77094	1x/week
Houston	77030	2x/week
Houston	77054	2x/week
Houston	77054	2x/week
Houston	77031	Every 4 weeks
Houston	77055	2x/week
Houston	77030	1x/week
Houston	77030	4x/week
Houston	77030	1x/week
Houston	77030	On Call
Houston	77030	Every 4 weeks
Houston	77030	1x/week
Houston	77030	4x/week
Houston	77030	3x/week
Houston	77054	1x/week
Houston	77094	1x/week
Houston	77094	3x/week
Houston	77094	1x/week
Houston	77024	1x/week
Houston	77054	1x/week
Houston	77030	On Call
Houston	77030	1x/week
Houston	77030	Every other week
Houston	77030	Every other week
Houston	77030	1x/week
Houston	77030	1x/week
Houston	77030	1x/week

Service City	Service Zip	Frequency
Houston	77030	1x/week
Houston	77030	Every other week
Houston	77030	1x/week
Houston	77030	1x/week
Houston	77030	Every other week
Houston	77030	Every other week
Houston	77030	Every other week
Houston	77030	1x/week
Houston	77030	1x/week
Houston	77030	1x/week
Houston	77090	On Call
Houston	77090	1x/week
Houston	77055	Every other week
Houston	77089	Every 4 weeks
Houston	77059	2x/week
Houston	77090	Every 4 weeks
Houston	77030	Every 4 weeks
Houston	77031	1x/week
Houston	77054	Every other week
Houston	77089	Every 4 weeks
Houston	77074	Every 4 weeks
Houston	77024	Every other week
Houston	77008	Every 4 weeks
Houston	77081	Every other week
Houston	77089	Every 8 weeks
Houston	77030	Every 12 weeks
Houston	77030	Every 4 weeks
Houston	77024	Every other week
Houston	77024	1x/week
Houston	77024	Every other week
Houston	77024	Every 4 weeks
Houston	77082	Every 4 weeks
Houston	77021	Every 4 weeks
Houston	77043	Every 4 weeks
Houston	77030	Every 8 weeks
Houston	77067	Every 4 weeks
Houston	77090	Every 12 weeks
Houston	77030	Every 4 weeks
Houston	77090	Every 4 weeks
Houston	77024	Every 4 weeks
Houston	77059	Every 4 weeks
Houston	77030	Every 4 weeks

Service City	Service Zip	Frequency
Houston	77030	Every other week
Houston	77009	Every 4 weeks
Houston	77082	Every 4 weeks
Houston	77058	Every other week
Houston	77067	Every other week
Houston	77024	1x/week
Houston	77090	Every 4 weeks
Houston	77090	1x/week
Houston	77024	Every 12 weeks
Houston	77073	Every 4 weeks
Houston	77070	Every 12 weeks
Houston	77005	Every 4 weeks
Houston	77089	Every other week
Houston	77090	Every 4 weeks
Houston	77030	Every 4 weeks
Houston	77030	Every 4 weeks
Houston	77094	Every other week
Houston	77089	Every 4 weeks
Humble	77338	Every other week
Humble	77338	Every 4 weeks
Huntsville	77320	Every 24 weeks
Irving	75039	1x/week
Irving	75062	Every 4 weeks
Irving	75039	On Call
Irving	75039	On Call
Irving	75039	On Call
Irving	75039	Every other week
Irving	75039	Every other week
Katy	77494	1x/week
Katy	77494	1x/week
Katy	77451	Every 4 weeks
Katy	77495	Every 4 weeks
Katy	77494	Every other week
Katy	77494	On Call
Katy	77494	Every 4 weeks
Laredo	78042	Every 4 weeks
Laredo	78040	Every other week
League City	77574	3x/week
League City	77574	3x/week
League City	77574	1x/week
League City	77574	3x/week
League City	77574	3x/week

Service City	Service Zip	Frequency
League City	77574	3x/week
League City	77574	3x/week
League City	77574	3x/week
League City	77574	3x/week
League City	77574	3x/week
League City	77574	3x/week
League City	77574	3x/week
Lewisville	75057	Every 4 weeks
Liberty	77576	Every 24 weeks
Lindale	75772	Every other week
Livingston	77351	Every 4 weeks
Longview	75606	Every 24 weeks
Magnolia	77355	Every 24 weeks
Missouri City	77460	1x/week
Nacogdoches	75964	Every 24 weeks
Odessa	79763	On Call
Overton	75684	Every 4 weeks
Palestine	75804	On Call
Pearland	77584	1x/week
Pearland	77585	Every 12 weeks
Richardson	75080	Every other week
Richardson	75080	Every other week
Richardson	75080	Every other week
Richardson	75080	1x/week
Richardson	75080	Every other week
Richardson	75080	On Call
Richmond	77469	Every 4 weeks
Rio Grande City	78582	Every other week
Rosenberg	77471	Every other week
San Antonio	78229	On Call
San Antonio	78249	1x/week
San Antonio	78229	3x/week
San Antonio	78229	1x/week
San Antonio	78245	1x/week
San Antonio	78229	1x/week
San Antonio	78229	1x/week
San Antonio	78229	2x/week
San Antonio	78245	On Call
San Antonio	78229	1x/week
San Antonio	78251	Every other week
San Antonio	78229	1x/week
San Antonio	78229	2x/week

Service City	Service Zip	Frequency
San Antonio	78229	2x/week
San Antonio	78229	On Call
San Antonio	78229	On Call
San Antonio	78229	1x/week
Shenandoah	77380	On Call
Shenandoah	77380	Every 8 weeks
Shenandoah	77380	Every 8 weeks
Shenandoah	77380	Every other week
Shenandoah	77380	Every 12 weeks
Smithville	78958	1x/week
Sugar Land	77478	2x/week
Sugar Land	77478	3x/week
Sugar Land	77478	2x/week
Sugar Land	77479	Every 4 weeks
Sugar Land	77479	1x/week
Sugar Land	77479	Every 4 weeks
Sugar Land	77479	1x/week
Sugar Land	77479	1x/week
The Woodlands	77385	1x/week
The Woodlands	77385	3x/week
The Woodlands	77384	Every other week
The Woodlands	77385	Every other week
The Woodlands	77382	Every 4 weeks
Tyler	75799	On Call
Tyler	75708	Every other week
Tyler	75702	Every other week
Tyler	75702	Every 4 weeks
Tyler	75708	1x/week
Webster	77598	Every 4 weeks
Weslaco	78600	Every other week
Woodville	75979	Every 24 weeks
UTMB Corrective Managed Care Locations		
Angleton	77515	On Call
Austin	78725	Every 8 weeks
Baumont	77705	On Call
Baumont	77705	On Call
Baumont	77705	On Call
Baumont	77705	On Call
Beeville	78103	Every other week
Beeville	78103	Every other week
Bonham	75419	Every 4 weeks
Bonham	75419	Every 4 weeks

Service City	Service Zip	Frequency
Brazoria	77422	On Call
Bridgeport	76427	Every 12 weeks
Brownwood	76801	Every 8 weeks
Bryan	77807	On Call
Burnet	78611	Every 4 weeks
Burnet	78611	Every 4 weeks
Cleveland	77328	On Call
Corsicana	75110	On Call
Cotulla	78015	Every 4 weeks
Cuero	77955	Every 4 weeks
Dallas	75241	On Call
Dayton	77535	On Call
Dayton	77535	On Call
Dayton	77535	On Call
Diboll	75941	On Call
Diboll	75941	On Call
Dickinson	77539	On Call
Dilley	78017	Every other week
Edinburg	78542	Every 4 weeks
Edinburg	78542	Every 4 weeks
Edinburg	78543	Every 4 weeks
El Paso	79939	Every other week
El Paso	79901	Every other week
Gainesville	76241	On Call
Gatesville	76599	On Call
Gatesville	76599	On Call
Gatesville	76599	On Call
Gatesville	76599	On Call
Gatesville	76599	On Call
Gatesville	76599	On Call
Gatesville	76598	On Call
Gatesville	76597	On Call
Gatesville	76528	On Call
Gatesville	76596	On Call
Gatesville	76526	On Call
Giddings	78942	Every 8 weeks
Henderson	75653	On Call
Henderson	75653	On Call
Hondo	78861	Every 8 weeks
Hondo	78861	Every 8 weeks
Houston	77002	On Call
Houston	77002	On Call

Service City	Service Zip	Frequency
Humble	77396	On Call
Huntsville	77320	4x/week
Huntsville	77340	On Call
Huntsville	77343	On Call
Huntsville	77320	On Call
Huntsville	77320	On Call
Huntsville	77320	On Call
Huntsville	77344	On Call
Huntsville	77340	On Call
Huntsville	77348	On Call
Huntsville	77340	On Call
Jacksboro	76459	Every 4 weeks
Jasper	75951	On Call
Kenedy	78119	Every 4 weeks
Kyle	78641	Every 4 weeks
Livingston	77351	On Call
Lockhart	78644	On Call
Lovelady	75851	On Call
Marlin	76661	On Call
Marlin	76661	On Call
Mart	76664	Every 4 weeks
Midway	75852	On Call
Navasota	77868	On Call
Navasota	77868	On Call
New Boston	75570	Every other week
New Braunfels	78131	On Call
Overton	75684	On Call
Palestine	75803	On Call
Raymondville	78580	Every 12 weeks
Richmond	77469	On Call
Richmond	77469	On Call
Richmond	77469	On Call
Richmond	77469	On Call
Rosharon	77583	On Call
Rosharon	77583	On Call
Rosharon	77583	On Call
Rosharon	77583	On Call
Rusk	75785	On Call
San Antonio	78252	On Call
San Diego	78384	On Call
San Saba	76878	Every 12 weeks
Teague	75860	On Call

Service City	Service Zip	Frequency
Tenn Colony	75880	On Call
Tenn Colony	75884	On Call
Tenn Colony	75661	On Call
Tenn Colony	75886	On Call
Venus	76084	On Call
Victoria	77902	Every 4 weeks
Winnsboro	75495	On Call
Woodville	75990	On Call
Woodville	75990	On Call

ADDENDUM 1

DATE: March 11, 2020
PROJECT: Medical Waste Disposal Service
RFP NO: 720-1912
OWNER: The University of Texas System Administration
TO: Prospective Bidders

This Addendum forms part of Contract Documents and modifies Bid Documents dated February 4th, 2019 with amendments and additions noted below.

Questions and Answers:

- 1. Question: Are financial documents expected to be included in the initial submission of the RFP?**

Answer: Per Section 3.1.2 (**APPENDIX ONE**), University requires an acknowledgement ONLY that the financial statement will be provided if requested.

*Ref: 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, **if requested by University.***

- 2. Question: If financial documents are expected to be included in the RFP, can we expect they be kept confidential?**

Answer: - Per Section 1.3 of APPENDIX ONE,

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

- 3. Question: In SECTION 3 Page 7 of 9 in appendix 1 it asks: "State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University". Does this mean financial statements will only requested after the initial RFP submission or in addition to the statements requested with the initial submission (if any)**

Answer: *The statement may be requested after the initial submission.*

4. Question: **Which financial documents is this RFP requesting?**

Answer: *See APPENDIX ONE of the RFP document.*

5. Question: **Which specific hospital facilities use a reusable sharps program?**

- Answer:**
- *UT Southwestern CUH Hospital*
 - *UT Southwestern Zale Hospital*
 - *UT Southwestern Simmons Cancer Center*
 - *UT Southwestern Hospital Based Onsite and Offsite Clinics*
 - *All UT Southwestern Hospital Based Laboratories and Blood Draw Locations*
 - *UT MDA Main Campus Operating Room*
 - *UT MDA Medical Support Facility*

6. Question: **Of the hospital facilities that use a reusable sharps program, which have containers mounted on the wall, which have containers exclusively on the floor.**

Answer: *All UTSW facilities have wall-mounted containers. They also have KBR8 (gallon) floor units, 28-gallons red tubs, 30-gallon interlocking lid gray totes, and 96-gallon red trash containers.*

UT MDA has racks.

7. Question: **Is it possible to get the street addresses that will be serviced in these Zip Codes and the amount of weight produced for each of these locations?**

Answer: *The requested information is not available at this time.*

END OF ADDENDUM 1