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RFP 720-1704 Hazardous Waste Management and Disposal Services

Open Date: 03/24/17 02:30 PM

Agency Requisition Number: 720-1704

NOTE: You will need to download all of the following files for specifications and other required document, including a HUB subcontracting plan(if required).

Help: Right Click to and choose "save file as" or "save target as" to your computer.

-Package 1 size: 2613921 (in bytes) Type: Specification Format: (ASCII Plain Text)

-Package 2 size: 172100 (in bytes) Type: Additional Specification(s) Format: (ASCII Plain Text)

-Package 3 size: 488831 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files

Agency: UNIVERSITY OF TEXAS SYSTEM (720)

Open Date: 03/24/17 02:30 PM

Agency Requisition Number: 720-1704

Previous Price Paid: N/A

Solicitation type: 21 Days or more for solicitation notice

NIGP Commodity Code(s):

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Contact Information:

Contact Name: Darya Vienne

Email: dvienne@utsystem.edu

Address: 504 Lavaca Street

Ste. 810

Austin, TX 78701

Phone: (512) 322-3710

Upload Date: 2017-02-24 14:31:34.4 Updated date: 2017-02-24 14:31:34.4

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REQUEST FOR PROPOSAL

RFP 720-1704
Hazardous Waste Management and Disposal Services

Proposal Submittal Deadline: Friday, March 24th, 2017 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 Sixth St.
Suite B. 140E
Austin, Texas 78701-2891
dvienne@utsystem.edu
February 24th, 2017

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 15

Attachments:

APPENDIX ONE: PROPOSAL REQUIREMENTS

APPENDIX TWO: AGREEMENT

APPENDIX THREE: HUB SUBCONTRACTING PLAN

APPENDIX FOUR: ANTICIPATED CATEGORIES AND ESTIMATED QUANTITIES OF REGULATED WASTE AND CONTAINERS

APPENDIX FIVE: PROJECT SCENARIO

APPENDIX SIX: CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

APPENDIX SEVEN: PRE-PROPOSAL MEETING LOCATION

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System (“**UT System**,” “**UTS**” and “**University**”) 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 217,000 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 70,000 health care professionals, researchers student advisors and support staff, the UT System is one of the largest employers in the state.

The UT System ranks third 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 third in the nation in federal research expenditures. In addition, the UT System is home to three (3) 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.

Chancellor William H. McRaven’s ambitious vision for the UT System includes eight “Quantum Leaps,” that address many of the most significant challenges of our time, including building the nation’s next generation of leaders through core education in leadership and ethics; leading a brain health revolution by accelerating discoveries and treatments for neurological diseases; elevating higher education’s role in national security; driving unprecedented levels of collaboration between higher and K-12 education; and increasing student access and success.

Other numerous 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 the fall of 2015. And UT is the only system of higher education in the nation establishing not one (1), but two (2) 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 do so thanks to our generous donors and the leadership of the Chancellor, the Board of Regents and UT presidents.

1.2 Background and Special Circumstances

Fourteen (14) of UTS’s Institutions (the “**Institutions**”) regularly generate hazardous and other regulated wastes. The Institutions, their locations, and the individuals responsible for hazardous and other regulated waste management at each Institution are listed in **APPENDIX TWO (Non-Exclusive Hazardous Waste Disposal Sample Agreement, Exhibit A: Names and Addresses of Contractor, UTS, and Institutional Coordinators)** attached to this Request for Proposal (this “**RFP**”), and incorporated for all purposes. The anticipated categories and estimated quantities of regulated waste streams generated by the Institutions and containers used are provided in **APPENDIX FOUR**.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this RFP, from qualified vendors to provide Waste Management and Disposal Services related to Hazardous and Other Regulated Waste (the “**Services**”) more specifically described in **Section 5** of this RFP, including the management, handling, transportation and disposal of hazardous and other regulated waste in accordance with the requirements and specification of this RFP, including without limitation to the terms and conditions of the Agreement.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [Section 61.003, Education Code](#)) to use the group purchasing procurement method (ref. Sections [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. In particular, Proposer should note UT System is composed of fourteen (14) institutions described at <http://www.utsystem.edu/institutions>. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

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 Friday, March 24th, 2017 (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 Monday, March 13th, 2017. 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.
- C. Other relevant factors that a private business entity would consider in selecting a vendor.

2.3.2 Scored Criteria

- A. Pricing of goods and services as provided by the Proposer in the Non-Exclusive Hazardous Waste Disposal Sample Agreement, **APPENDIX TWO** (15 points);

- B. Proposer's Profile and Business Reputation (15 points);
- C. Financial Capabilities (15 points);
- D. Regulatory Compliance History (15 points);
- E. Approach to Project, Subcontractors, Quality, and Service (25 points);
- F. General Information and Special Services and Benefits (15 points);
- G. Transportation to be Used and Miscellaneous (15 points).

2.4 Key Events Schedule

Issuance of RFP	February 24 th , 2017
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	Thursday, March 9th, 2017
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	2:30 p.m. CST on Monday, March 13 th , 2017.
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Friday, March 24 th , 2017

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 20.13 \(a\)](#), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan ("**HSP**") is a required as part of Proposer's proposal. The HSP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [Section 2161.252, Government Code](#).

Questions regarding the HSP may be directed to:

Contact: Cynthia Booker, Coordinator, HUB Technical Assistant
Phone: 409-772-1353
Email: cbooker@utsystem.edu

Contractor will not be permitted to change its HSP *unless*: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University 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 two (2) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) **The originals of the HSP must be submitted under separate cover (mailed independently) and in two (2) separate envelopes (the “HSP Envelopes”).** Proposer must ensure that the top outside surface of HSP Envelopes clearly indicating:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by two (2) separate HSP Envelopes 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 open Proposer’s HSP Envelopes prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit two (2) completed and signed originals of Proposer’s HUB Subcontracting Plan may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. **Section 1.5 of APPENDIX ONE** to this RFP). **Note:** The requirement that Proposer provide two (2) originals 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 include copies of those pages in HSP Envelopes. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at 10:00 a.m., Central Time on March 9th, 2017, in Room 110 of the Sarofim Research Building at the University of Texas Health Science Center Houston (ref. **APPENDIX SEVEN**). The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

To ensure arrival by 10 a.m. CST, allow adequate time for parking and travel to the Sarofim Research Building, 1825 Pressler Street, Houston, Texas. Pay parking is available at the University Center Tower, the entrance is at 7000 Fannin, southbound lanes.

2.7 Contractual Arrangements

The Proposer(s) (collectively "**Contractor(s)**") selected by University in accordance with the requirements and specifications set forth in this RFP to manage and dispose of hazardous and other regulated waste generated by UT System Institutions will be required to enter into a non-exclusive hazardous waste management and disposal agreement (the "**Agreement**") with University, in the sample form attached as **APPENDIX TWO** and incorporated for all purposes. The Agreement is a non-exclusive agreement and University reserves the right to enter into one or more agreements with third parties covering the same or similar services.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

- A. Proposer must submit a total of thirteen (13) complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover 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 in a single .pdf file on separate 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 Sixth St.
Suite B. 140E
Austin, Texas 78701-2891
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 until August 31, 2017, to allow time for evaluation, selection, and any unforeseen delays. The Successful Proposal shall remain valid for the full term of all agreements or other contractual arrangements resulting from this RFP.

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 Non-Exclusive Hazardous Waste Management and Disposal Agreement (including all attached exhibits including proposer's intended TSDs in **Exhibit C** and Transporters in **Exhibit D**) (ref. sample in **APPENDIX TWO**).
- 3.5.7 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).
- 3.5.8 Responses to questions and requests for information regarding methodology and detail on packaging, labeling, and shipping compounds identified in Project Scenario (ref. **APPENDIX FIVE**).
- 3.5.9 Copy of Proposer's current insurance certificate. (Note: At the time of contract execution, the awarded Contractor will be required to provide proof of insurance in accordance with the applicable limits stated in **Section 14** of the Sample Agreement (ref. **APPENDIX TWO**).

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 redline attached Agreement (ref. **APPENDIX TWO**) and include redlined Agreement as part of its proposal in accordance with **Section 5.2.1** 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 one (1)-year base term, with the option to renew for four (4) 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 a Hazardous Waste Management and Disposal Services agreement with Veolia ES Technical Solutions, LLC, which is scheduled to expire August 31, 2017.

5.2 Additional Information

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

- 5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit redlined Agreement. If Proposer agrees with terms or conditions set forth in the Agreement, Proposer will submit a written statement acknowledging it.
- 5.2.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [Section 2252.908, Government Code](#) and [1 TAC Sections 46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“**TEC**”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX SIX**. *Proposer may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html* **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**
- 5.2.3 Per **Section 3.3** in **APPENDIX ONE**, Proposer will provide an approach to project services using the scenario outlines in **APPENDIX FIVE.**

5.3 Scope of Work

Contractor will provide the following services to University:

- 5.3.1 Contractor must provide Services to Institutions on an as needed basis, with the management, handling, transportation and disposal of hazardous and other regulated waste (the “**Regulated Waste Services**”) in accordance with the requirements and specifications of this RFP.
- 5.3.2 Contractor must properly package, mark and label wastes for shipment including re-containerization, over-packing or lab-packing wastes as directed by the Institutional coordinator. This also includes proper packaging, handling and labeling of shock sensitive material, reactives, and gas cylinders.
- 5.3.3 Additionally, Contractor must provide annual training to include Hazardous Waste Operation and Emergency Response, RCRA, and DOT refreshers and timely response to requests for service. Responses are anticipated within 48 hours of request.
- 5.3.4. Submit quarterly reports of waste shipments from the institutions to the Contract Coordinator at UT System.

5.4 Additional Questions Specific to this RFP

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

THE FOLLOWING CRITERIA WILL BE USED BY UTS IN EVALUATING PROPOSALS RECEIVED IN RESPONSE TO THIS RFP. AS NOTED IN THIS RFP, THE SUCCESSFUL PROPOSAL WILL BE THE PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP BY THE SUBMITTAL DEADLINE THAT IS THE MOST ADVANTAGEOUS AND PROVIDES THE BEST VALUE TO UTS. PROPOSALS WILL BE EVALUATED BY UTS AND INSTITUTION PERSONNEL. THE EVALUATION OF PROPOSALS AND THE SELECTION OF THE SUCCESSFUL PROPOSAL WILL BE BASED ON THE INFORMATION PROVIDED BY PROPOSER IN ITS PROPOSAL, INCLUDING WITHOUT LIMITATION RESPONSES TO THE PROPOSER QUESTIONNAIRE (REF. **SECTION 3 OF APPENDIX ONE** OF THIS RFP) AND THE INFORMATION PROVIDED BY PROPOSER IN THE COMPLETED AGREEMENT (DEFINED IN THIS RFP) INCLUDING THE RELATED APPENDICES (REF. **APPENDIX 2 – NON-EXCLUSIVE HAZARDOUS WASTE MANAGEMENT AND DISPOSAL SAMPLE AGREEMENT** TO THIS RFP). CONSIDERATION MAY ALSO BE GIVEN TO ANY ADDITIONAL INFORMATION AND COMMENTS INCLUDING WITHOUT LIMITATION PROPOSER'S REGULATORY COMPLIANCE HISTORY AND ALL OTHER INFORMATION HELPFUL TO UTS. UTS IS NOT BOUND TO ACCEPT THE LOWEST PRICED PROPOSAL IF THAT PROPOSAL IS NOT THE MOST ADVANTAGEOUS OR DOES NOT PROVIDE THE BEST VALUE TO UTS AS DETERMINED BY UTS.

Threshold Criteria (NOT SCORED):

Completeness of Proposal (ref. **Section 3.3** of this RFP and **Section 3** of the Proposal Requirements in **APPENDIX ONE**)

Any Proposal that does not contain each element described in **Section 3.3** of this RFP, fully completed and initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

Representations (ref. **Section 5** of this RFP and **Section 3.1.7** of Proposal Requirements, Proposer's General Questionnaire in **APPENDIX ONE**)

All requested representations should be made and should be true and correct. If not, this RFP may be judged to be incomplete and may not be considered further.

Scoring Criteria:

Points Assigned 15	<p>1. Company Profile and Business Reputation (ref. Section 3.1 of Proposer General Questionnaire of the Proposal Requirements in APPENDIX ONE)</p> <ul style="list-style-type: none"> a. State how long Proposer has been in business. b. State how many employees Proposer has. c. Describe any unusual changes or reorganizations of Proposer's business. d. Describe any Proposer's default on any loan agreement or financing agreement with any bank, financial institution or other entity. e. Strength of statements made by Proposer's references, including without limitation, statements regarding quality of services, whether services provided were comparable in scope and type to services required by UTS, timeliness of services, training of employees, safety record, and spill and emergency response history. f. Strength of statements made by agencies of the State of Texas, agencies of another state government or agencies of the United States, to which Proposer has provided services. g. Strength of statements made by institutions of higher education to which Proposer has provided services. h. References or statements that may be solicited from Proposer's other clients or others with knowledge of Proposer's business activities, including UTS Institutions. i. General business reputation in the community. j. Additional information and comments if they increase the benefits to UTS.
Points Assigned 15	<p>2. Financial Capabilities (ref. Section 3.1 of Proposer General Questionnaire of the Proposal Requirements in APPENDIX ONE)</p> <ul style="list-style-type: none"> a. Strength of Proposer's Financial Statements. Proposer's demonstrated capability and financial resources to perform Services (defined in Section 2 of the Sample Agreement found in APPENDIX TWO). b. Financial stability over the past five (5) years, as may be determined by UTS from public records, supporting information provided by Proposer (such as a Dun & Bradstreet analysis), or other information that may be available to UTS. c. Type of entity organizational structure (corporation, partnership, limited liability company, etc.). d. If the Proposer is a corporation, whether the Proposer is a parent or subsidiary corporation. e. 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.

- f. Bankruptcy filings relating to Proposer, any partner or principal of Proposer, or Proposer's parent corporation, if any.
- g. Whether Proposer's Worker's Compensation, Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance coverages are provided by an insurance carrier rated A or better and whether such insurance coverages are satisfactory to UTS and the Institutions in all respects.
- h. Additional information and comments if they increase the benefits to UTS.

Points Assigned <u>15</u>	3. Regulatory Compliance History (ref. Section 3.2 of Proposer General Questionnaire of the Proposal Requirements in APPENDIX ONE)
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- a. 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.
- b. 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 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.
- c. Additional information and comments if they increase the benefits to UTS.

Points Assigned <u>25</u>	4. Approach to Project, Subcontractors, Quality, and Service (ref. Sections 3.3, 3.5, 3.6 3.7, and 3.9 of Proposer General Questionnaire of the Proposal Requirements in APPENDIX ONE)
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- a. Soundness of Proposer's approach to providing Covered Services, including but not limited to approaches that allow the participation of UTS Institution personnel and other potential cost saving approaches.
- b. Soundness of Proposer's workplan including key dates and milestones, identification of tasks to be performed and/or goods to be provided, time frames to perform the identified tasks and implementation strategy.
- c. Earliest possible date Proposer can begin providing services to UTS following complete execution of the Agreement.
- d. Form and substance of Proposer's procedures for providing Covered Services identified in Section 2, Scope of Work, of the Sample Agreement (found in **APPENDIX TWO**), and **EXHIBIT C – UTS Approved TSD Facilities**, and **EXHIBIT D – UTS Approved Transporters** of the Sample Agreement (found in **APPENDIX TWO**)
- e. Form and substance of Proposer's sample invoice and final report, as well, as sample tracking documentation required by **Sections 6.1** of the RFP document and **Sections 2.3.3, and 2.3.4** of the Sample Agreement (ref. **APPENDIX TWO** - Non-Exclusive Hazardous Waste Management and Disposal Agreement, to this RFP).
- f. Form, substance and frequency of other reports or written documents Proposer will provide to UTS Institutions.
- g. Proposer's service support philosophy, how the philosophy is carried out, and how success in fulfilling this philosophy is measured.
- h. Proposer's quality assurance program, including Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.

- i. Proposer's anticipated difficulties in serving UTS Institutions, and Proposer's plan to manage those difficulties, including any assistance Proposer will require from UTS Institutions.
- j. Subcontractors to be used by Proposer in providing Services may be evaluated using criteria similar to criteria on which Proposer will be evaluated, based on information available through public records or as otherwise available to UTS. Subcontractors will also be evaluated using information contained in the HUB Subcontracting Plan.
- k. Additional information and comments if they increase the benefits to UTS.

Points Assigned 15	5. General Information and Special Services and Benefits (ref. Sections 3.4 and 3.7 of Proposer General Questionnaire of the Proposal Requirements in APPENDIX ONE)
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- a. Proposer's ability to provide the range of Services (ref. Section 2 of **APPENDIX TWO** - Non-Exclusive Hazardous Waste Management and Disposal Sample Agreement, to this RFP) required to each of the Institutions for which services are being proposed.
- b. Proposer's demonstrated competence and experience performing Services.
- c. Proposer's demonstrated competence and experience performing Services for other similarly situated complex institutions and specifically institutions of higher education.
- d. 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.
- e. 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.
- f. Proposer's demonstrated ability to prepare and submit invoices, daily activity reports, inventory and equipment logs, labor details, etc.
- g. 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.
- h. Any goods 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.
- i. 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.
- j. Additional information and comments if they increase the benefits to UTS.

Points Assigned 15	6 Transporters to be Used and Miscellaneous (ref. Sections 3.8 and 3.10 in APPENDIX ONE)
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- a. Provide transporters and Facilities to be used by Proposer in providing Services may be evaluated based on criteria similar to criteria on which Proposer will be evaluated based on information available through public records or otherwise available to UTS.
- b. Transporters to be used by Proposer in providing Services may also be evaluated based on whether trucks will be owned, long-term leased or rented and whether dedicated cargo-beds are available in the transporter's regular course of business.
- c. Contingency plan or disaster recovery plan may also be evaluated.
- d. 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.: 720-1704 Hazardous Waste Management and 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

Proposer must complete and return the Contractor Rate Schedule (ref. **EXHIBIT B** of **APPENDIX TWO** in this RFP), as part of its proposal, as described in **APPENDIX ONE (Section 1.9.3)**.

6.2 Discounts

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

6.3 Payment Terms

Submission of Invoices. Except as provided in **Section 6.3** below or unless otherwise agreed to in writing by the Institution Coordinator, Contractor shall submit to the Institution Coordinator of the Generating Institution on a monthly basis, invoices for Services provided. Contractor may submit invoices to the Institution Coordinator of the Generating Institution by fax if subsequently confirmed by first-class mail.

Invoices shall, among other things, (1) set forth a description of the Covered Services performed. (2) reference the Generating Institution's purchase order/release number, and (3) be accompanied by a properly completed and legible shipping manifest signed by a duly authorized representative of the Facility.

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 and Use Tax on goods and services in accordance with [Section 151.309, Tax Code](#), and [Title 34 TAC Section 3.322](#). Pursuant to [34 TAC Section 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 12

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 Sections [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. **Section 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 and provided in **Appendix TWO** Non-Exclusive Hazardous Waste Management and Disposal Agreement), 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 Non-Exclusive Hazardous Waste Management and Disposal Agreement.

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.*

Proposer must also submit two (2) copies of the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5** of this RFP.

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 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 Sections [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.
- 2.2 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 [Section 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 [Section 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. [Section 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 [Section 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, Section 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.: 720-1704 – Hazardous Waste Management and Disposal Services

Proposer's Approved Transporter's License Number(s): _____

Proposer's current Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) Treatment, Storage and Disposal (TSD) Facility Identification Numbers (not already included in the approved vendor list):

Facility	EPA Identification Number	TCEQ or State Identification Number

Facility	EPA Identification Number	TCEQ or State Identification Number

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 SECTIONS [552.021](#) AND [552.023](#), GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [SECTION 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 SECTIONS [552.021](#) AND [552.023](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [SECTION 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.
Provide information to assist UTS in assessing Proposer's demonstrated capability and financial resources to perform the Covered Services.

3.1.7 Proposer will provide a customer reference list of no less than five (5) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of Regulated Waste Services in connection with waste streams similar in type, scope and volume to those generated by the Institutions. 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 [Section 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.
- 3.1.10 Provide a list of all contracts which Proposer has entered into with institutions of higher education, including the name of the institution, address, contact person whom UTS may contact, telephone number, project description, length of business relationship, background of project (year of project, summary of services performed, etc.) and a brief description of any past or pending claims against Proposer for breach of such contract.
- 3.1.11 Provide evidence of Proposer's insurance coverages listed below. UTS requires the minimum coverages specified below and having an A.M. Best Rating of (A-:VII) or better (but gives preference to higher coverages). The level of insurance coverage will be a factor in the evaluation of Proposer's proposal.
- 3.1.12 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

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UTS;
- 3.1.13 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$5,000,000
General Aggregate	\$5,000,000

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this agreement, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.
- 3.1.14 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$5,000,000 Combined Single Limit 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.
- 3.1.15 Umbrella/Excess Liability Insurance (if limits of \$5,000,000 are not met in primary insurance contracts) with limits of not less than \$4,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and (i) providing coverage in excess of and (ii)"following form" subject to the same provisions as, the underlying policies required by General Liability and Commercial Auto Liability.
- 3.1.16 Pollution Legal Liability:

\$25,000,000 per occurrence
\$25,000,000 aggregate
- 3.1.17 Exclusive Pollution Legal Liability limits of not less than \$5,000,000 per occurrence, \$10,000,000 annual aggregate (Sudden Accidental Occurrence and Non-Sudden Occurrence (coverage shall be exclusive to UTS and its Institutions) Pollution policy must cover all services (coverage exclusive to UTS included in the "Covered Services" as Institutions) outlined in the Agreement. Exclusive Pollution Legal Liability limits required above shall be endorsed to the policy and attached to the required certificate of insurance.
- 3.1.18 Contractor must provide certificates of insurance for all third-party TSDs, sub-contractors, and transporters. Certificates should meet all applicable requirements with regard to coverage and show the Contractor listed as additionally insured.

3.2 Regulatory Compliance History

- 3.2.1 Provide (a) a detailed summary of Proposer's federal, state and local regulatory compliance history for the past five (5) years, including without limitation, all notices of violations, and all settlement documentation for non-compliance and any other similar reports, actions and documentation prepared by or for, or entered into with any regulatory agency for all sites owned or operated by the Proposer. UTS also reserves the right to review, directly or through its agents, Proposer's regulatory history, and other relevant information.
- 3.2.2 Provide copies of any recent audit reports the Proposer has used during the review process of any third-party TSD facilities that the Proposer would like to be considered by UTS.
- 3.2.3 If any remediation or corrective action is taking place at any of Proposer's owned or proposed third party sites, describe the activities taking place, progress to date, and projected completion date.
- 3.2.4 Provide a summary of actions taken as a result of September 11, 2001, to enhance security of waste shipments and/or provide enhanced site security for waste management, treatment, storage, and disposal. This information should, at a minimum, include a summary of the Proposer's Hazardous Material Transportation Security Plan(s) pursuant to the requirements of DOT/RSPA.

3.3 Approach to Project Services

- 3.3.1 Using the scenario outlined in APPENDIX FIVE, describe Proposer's approach to completing this project including completing all associated paperwork including manifests, LDR forms, drum sheets, invoices, certificates of destruction, and drum tracking reports for any items in inventory. Invoices should reflect the rates included in your submitted proposal. Include a timeline showing your response to this project based on the notification date in the scenario including but not limited to the following: start of project, date waste is shipped, any and all transfer facilities, time spent in inventory and final disposition. If necessary, provide an explanation regarding packing efficiency, economies, or any other aspect unique to your approach to the project. Also, describe the technical abilities of Proposer's staff that will provide service under this agreement.
- Provide a statement of the Proposer's approach to handling the unknowns scenario included as part of APPENDIX FIVE. Include background and training on who will perform the work and whether they are employees or subcontractors. Describe how the analysis will be completed, what equipment will be used, and provide a sample of the analysis sheet or haz-scan inventory form as well as any other documentation Proposer would submit with this project.
- 3.3.2 Provide a statement of the Proposer's project approach, any unique benefits Proposer offers UTS Institutions such as pollution prevention, emergency preparedness, or training. Include any information Proposer desires UTS to consider in connection with its proposal.
- 3.3.3 Provide information to assist UTS Institutions in assessing the soundness of Proposer's approach to the management, handling, transportation, recycling, reuse, and disposal of hazardous and other regulated waste, including but not limited to approaches that allow the participation of UTS Institution personnel and other potential cost saving approaches.
- 3.3.4 Provide examples of approaches that Proposer will use to allow participation by UTS Institution personnel in the delivery of Regulated Waste Services and other related services.
- 3.3.5 Submit a workplan with key dates and milestones. Proposer's workplan should include:
- Identification of tasks to be performed and/or goods to be provided
 - Strategies to recycle and reduce hazardous or other regulated waste quantities
 - Time frames to perform the identified tasks
 - Implementation strategy
- 3.3.6 Provide an estimate of the earliest possible commencement date following complete execution of the Agreement.
- 3.3.7 Provide (a) Proposer's General Instructions and Packing Instructions for shipment of hazardous and other regulated waste.
- 3.3.8 Describe the types of reports or other written documents Proposer will provide to UTS Institutions, if any, and the frequency of same. Include samples of reports and documents if appropriate.
- 3.3.9 Provide information to assist UTS in assessing Proposer's willingness to train or educate UTS personnel regarding issues related to the management, handling, transportation and recycling, reuse, reduction and disposal of hazardous and other regulated waste.
- 3.3.10 Describe Proposer's service support philosophy, how the philosophy is carried out, and how success in fulfilling this philosophy is measured.
- 3.3.11 Describe Proposer's quality assurance program, including a description of Proposer's quality assurance procedures and how quality assurance is evaluated and assessed?
- 3.3.12 What difficulties does Proposer anticipate in serving UTS Institutions, and how does Proposer plan to manage those difficulties? What assistance will Proposer require from UTS Institutions?
- 3.3.13 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to UTS 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.
- 3.3.14 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.
- 3.3.15 Proposer will submit a work plan with key dates and milestones to ensure work under the Agreement can begin immediately on September 1, 2017. The work plan should include:
- Identification of tasks to be performed;
 - Time frames to perform the identified tasks;
 - Project management methodology;
 - Implementation strategy; and
 - The expected time frame in which the services would be implemented.
- 3.3.16 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 the RFP. Proposer will include samples of reports and documents if appropriate.
- 3.3.17 In completing **APPENDIX TWO (Non-Exclusive Hazardous Waste Disposal Sample Agreement)**, Proposer should include their proposed TDSs in **EXHIBIT C, UTS APPROVED TSD FACILITIES**, and their proposed transporters in **EXHIBIT D, UTS APPROVED TRANSPORTERS**

3.4 General Requirements

- 3.4.1 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.
- 3.4.2 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.
- 3.4.1 Provide information to assist UTS in assessing Proposer's demonstrated competence and experience providing Regulated Waste Services, including the Covered Services, generally.
- 3.4.2 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.
- 3.4.3 Provide information to assist UTS in assessing Proposer's demonstrated competence and experience performing Regulated Waste Services, including the Covered Services, for other similarly situated complex institutions and specifically institutions of higher education.
- 3.4.4 Provide a list of companies and institutions for which Proposer has provided Regulated Waste Services along with a general description of the scope of those services.
- 3.4.5 Provide information to assist UTS in assessing Proposer's knowledge of current and developing issues related to the management, handling, transportation and disposal of hazardous and other regulated waste, as well as issues related to other fields that may be applicable to UTS.
- 3.4.6 Provide information to assist UTS in assessing Proposer's awareness of opportunities for the recycling, reuse, and reduction of hazardous and other regulated waste.
- 3.4.7 Provide information to assist UTS in assessing Proposer's demonstrated competence and experience developing and implementing strategies to recycle, reuse, and reduce hazardous and other regulated waste.
- 3.4.8 Provide summary 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.
- 3.4.9 Provide a description of Proposer's participation in regulatory workshops or other contacts or interaction with governmental agencies in connection with issues related to the management, handling, transportation and disposal of hazardous and other regulated waste.
- 3.4.10 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with UTS, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.4.11 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with UTS and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from UTS

3.5 Service Support

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

3.6 Quality Assurance

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

3.7 Special Services or Benefits Offered

- 3.7.1 Provide a list of any goods 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.
- 3.7.2 Provide details regarding (a) any special services or product characteristics, or other benefits (for example, tracking software, Internet-based information services, electronic mail capabilities, ISO 14001 registration, OHSAS 18001 registration, and audit programs), offered to UTS Institutions, (b) any other advantages to UTS Institutions in selecting Proposer, (c) any related costs of such goods, services or advantages to UTS Institution and (d) willingness to sponsor a meal or other event for the attendees at the UTS Annual Risk Management Conference.

3.8 Transporters to be Used

Provide information to UTS regarding whether Transporters to be used by Proposer in providing the Covered Services will own, long-term lease, or rent the trucks used and whether dedicated cargo-beds are available in the transporter's regular course of business.

3.9 Subcontractors to be Used

Provide information as described in **Section 3.1 through 3.5** (of this section, Proposer's General Questionnaire) above for all subcontractors to be used by Proposer in providing Covered Services.

3.10 Miscellaneous

- 3.10.1 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.
- 3.10.2 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.
- 3.10.3 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.: Hazardous Waste Management and Disposal Services

RFP No.: 720-1704

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
HUB SUBCONTRACTING PLAN
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FOUR

HISTORICAL CATEGORIES AND QUANTITIES OF REGULATED WASTES AND CONTAINERS

The following are historical categories and annual quantities of hazardous and other regulated waste and containers generated at UTS institutions. This information is based on historical data from fiscal year 2016. **Neither UTS nor the institutions warrant or represent that the anticipated categories or estimated quantities of regulated waste or containers will in fact be generated in any given year or disposed of under any agreement resulting from this RFP.**

<u>CATEGORY</u>	<u>ESTIMATED VOLUME</u>
Bulk Waste	Pounds
Flammable Liquids (Other than Solvents)	15,891
Aqueous Waste – Organic Contaminants	141,236
Oil or Petroleum Products	48,653
Aqueous Waste - Non RCRA	22,742
Aqueous Waste – Metal Contaminants	31,133
Non Halogenated Solvents	243,509
Halogenated Solvents	265,118
Solids Direct Landfill	56,946
Solids Treatment/Landfill	5,848
Solids Organic (Thermal Treatment)	42,330
Solids TSCA	142
Waste Paint and Solvents	17,121
Bulk Oxidizing Materials	29
Bulk Corrosive Organic	88,434
Bulk Corrosive Inorganic	16,922
Bulk Ethidium Bromide	14,009
Bulk Toxic	296
Bulk Mercury Compounds	1,177
Bulk Solid APHIS Foreign Soil	1,648
Lab Pack Materials	Pounds
Flammable Liquids - Class 3	66,897
Flammable Solids - Class 4.1	6,393
Spontaneously Combustible - Class 4.2	2,135
Dangerous When Wet - Class 4.3	1,058
Oxidizers - Class 5.1	7,216
Organic Peroxides - Class 5.2	317
Poisons/Toxins - Class 6.1	17,525
Corrosives - Class 8	45,698
Environmental Hazardous - Class 9	4,389
DEA Controlled Substances	62
Mercury Compounds	781
Temperature Sensitive Material	183
Explosives	1
Non Regulated	47,659

Miscellaneous	Pounds
Aerosols	2,929
Used Lamps	14,705
Formalin Specimens	1,933
Mercury Debris	803
Batteries Ni/Cd	318
Batteries Lead Acid	24,883
Batteries Alkaline	10,121
Batteries Lithium	954
Batteries Mercury	1
Batteries Nickel Metal Hydride	143
Batteries Zinc Carbon	3
Lead	913
Silver	-
Cylinders Total	874
Acetylene	46
Ammonia	9
Corrosive Gases	1
Flammable Gases	126
Halogenated Gases	310
Highly Toxic Gases	47
Inert Gases	77
Oxygen	166
Toxic Gases	24
Liquid Cylinders Class 3	32
Liquid Cylinders Class 4.2	17
Liquid Cylinders Class 6.1	17
Liquid Cylinders Class Highly Toxic	1
Liquid Cylinders Water Reactive	1
Mercury in Solvents for Incineration	-
Pharmaceutical and Chemotherapy Waste	82,047
Tissues and Surgical Waste	14,615
TSCA Oil	-
Sharps	742
Electronic Waste for Recycle	23,493
TSCA Electrical Equipment	-
Ballasts and Capacitors (PCB)	1,351
Ballasts and Capacitors (Non-PCB)	4,611
Mercury Articles	503
Mercury Elemental	199
Empty Drums	1,481
NORM Materials	240
Freezers or Refrigerators	200
Road Flares	5

Container	Quantity
14 g DOT-Exempt Poison Pack	24
5 Gallon Steel Pail	108
5 Gallon Closed Head (Jerricans/Carboys)	1,599
5 Gallon White Poly Pail With Screw Top Lid	20
5 Gallon White Poly Pails	5
14 Gallon Square Fiber Drum (Rocon)	1,764
14 Gallon Poly Drum	20
15 Gallon Fiber Drum	3
15 Gallon Plastic Drum With Removable Head	43
15 Gallon Open Poly	5
30 Gallon Closed Head (17e) Metal	1
30 Gallon Open Head (17h) Metal	1
30 Gallon Square Fiber Drum (Rocon)	17
30 Gallon Closed Head Poly (Natural Color)	231
30 Gallon Open Head Poly Drum	485
4 Ft Lamp Box Container Fiber	154
4 Ft Lamp Box Drum Fiber	32
4 Ft Light Bulb Box	4
DOT E11248/9168 Exemption (Poison Pack)	218
55 Gallon Closed Head (17e) Metal	64
55 Gallon Open Head (17h) Metal New	8
55 Gallon Closed Head Poly (Natural)	754
55 Gallon Open Head Poly	592
55 Gallon Open Head Poly(Reconditioned)	46
55 Gallon Open Head Poly (Solids Only)	6
6.5 Gallon Open Head Poly	3,023
8 Ft Lamp Box Container Fiber	11
95 Gallon Poly Salvage Drum (Overpack)	36
Cubic Yard Box W/Liner, Non Rated	19
Cubic Yard Box	1
Cubic Yard Box W/Liner	5

APPENDIX FIVE
PROJECT SCENARIO

See **APPENDIX ONE Section 3.3.1** for direction regarding requirements.

On March 1, 2018, the Institution Coordinator at The University of Texas El Paso contacts the Contractor to arrange for pickup and ultimate disposal of the following list of chemicals. As UTEP tracks all items sent for disposal, Contractor will need to include the tag# associated with each item on all inventory sheets.

Tag#	Name	Container	Weight (lb.)
001	"No Chromix" packages	0.25 lb foil package(6)	1.5
002	"Pirana"acid solution (spent)	1L bottle	3.5
003	1% potassium dichromate in sulfuric acid	1 X 100 gal immobile cleaning tank in chem lab	470
004	2,2',4,4',6,6' Hexa nitrodiphenylamine	25 g bottle	0.2
005	Acetaldehyde, crystals present, unknown age	250 mL	1
006	Acrylamide	2 lb. bottle	2.5
007	Activated charcoal	Plastic bag	15
008	Ammonium Persulfate	4 oz. bottle	0.4
009	Arsenic containing debris	1 lb. bottle	1.5
010	Arsenic trioxide empty container	5 g	0.1
011	Arsenic trioxide	5 g	0.1
012	Arsenic trioxide solution (1%) spent	500 mL bottle	1.5
013	Ballast, PCB containing	5 gallon bucket	20
014	Benzene, spent lab waste	200 mL bottle	2
015	Benzoyl peroxide (97%)	1 kg bottle	
016	Bis(2-chloroethyl) sulfide	5g bottle	0.1
017	Bis-2-Chloroethyl sulfide	Approx. 10 mL.	0.1
018	Bromine pentafluoride	10 mL Teflon bottle	0.1
019	Buprenorphine HCl solution, expired	5 mL	0.1
020	Butyl Lithium in solvent	4 oz. bottle	0.4
021	Calcium perchlorate	250 g bottle	1
022	Carbonyl iron (grey powder)	5g bottle	0.1
023	Caro's acid	1 gal bottle	10
024	Chlorophenol red indicator	500 mL bottle	2
025	Corn oil	4 liter bottles (2)	10
026	Coumadin (<0.3%)	250 mL bottle	0.2
027	Crown Immersion oil	100mL bottle	0.6
028	Cyanogen bromide (yellow opaque crystals)	25g bottle	0.2
029	Cyclohexane sat'd with iodine	500 mL bottle	3
030	Decolorizing carbon	small box	2
031	DEPC	25g bottle(1)	0.2
032	Dess-Martin reagent	25g bottle	0.2
033	Diazald	25 g bottle	0.2

Tag#	Name	Container	Weight (lb.)
034	Dichlorodimethylsilane	50 mL bottle in metal "paint-style" can	0.6
035	Diethyl pyrocarbonate	100 mL bottle	0.6
036	Dimethylmercury	glass ampules(6)	0.3
037	DL-Methionine	10 mL vial	0.1
038	1-4 Dioxin	200 g bottle	
039	Duloxetine		
040	Ethinamate	25g bottle	0.2
041	Ethyl chloride,	3.5 oz aerosol	0.1
042	Ethyl diazoacetate	5 g bottle	0.1
043	Formalin, 5%, spent	500 mL bottle	9
044	Gallium-Iridium eutectic mixture	10 g bottle	0.1
045	Gloves, tyvex, towels contaminated with 2,4-D	5 gal. pail	7
046	Gluteraldehyde	2 oz. bottle	0.3
047	Hydrofluoric acid (48%) spent	1 liter bottle	2
048	Hydrofluoric acid (65%)	1 liter bottle	2
049	Hydrogen Bromide	Small Cylinder	
050	Infectious waste – sharps	one sharps container	35
051	Inorganic mercury salt solution (saturated)	200 mL bottle	2
052	Iron carbonyl (orange liquid)	100 mL bottle	0.6
053	Isoflurane	100 mL bottle	0.6
054	JB-4 catalyst (white grains)	Plastic bag	1
055	Karl Fischer titrant		
056	L-Asparagine	10 mL vial	0.1
057	Lead salt solution, spent	4 liter bottle	14
058	Lead Nitroresorcinol	100g	0.7
059	Liquid containing PCBs (<50ppm)	4 liter bottle	5
060	Lithium carbonate	500 g bottles(3)	3
061	Manganese nitrate	1 kg bottle	3
062	Manostat	25g bottles(6)	1.2
063	Mercuric acetate	25gbottle	0.2
064	Mercury manometer	On a 1 meter metal stand	17
065	m-nitrobromobenzene	5g bottle	0.1
066	Nitric acid, spent lab waste	200 mL bottle	2
067	Nitric Oxide	lecture bottle	
068	Oleum acid with carbon nano-particles	4 liter bottle	6
069	Osmium tetroxide	0.5 g sealed glass ampules(9)	0.1
070	Pentaborane	lecture bottle	
071	Perchloric acid	1 gal bottles(2)	19
072	Petroleum-contaminated soil, solid	5 gal pails(3)	120
073	Phenol	1 lb. bottle	1.5
074	Phosgene	Small Cylinder	

Tag#	Name	Container	Weight (lb.)
075	Phosgene solution	500 mL bottle	1
076	Photo-resist solution (butylacetate,methyl cellosolve acetate)	1 Liter bottle	3.5
077	Picric acid (crystalized, corroded, leaking)	4 Liter bottle	10
078	Picric acid (dry)	25 g	0.2
079	Potassium cyanide	100g bottle	0.5
080	Potassium metal, packed in nitrogen	1 gal sealed steel drum	12
081	R(-)-quinuclidinyl benzilate	5g bottle	0.1
082	Ruthenium tetroxide	5g bottle	0.1
083	Si5H10 (in glass ampules)	10 mL or less(10)	0.1
084	Sodium bismuthate	25g bottle	0.2
085	Spent chiller oil, liquid	30 gal drum	205
086	Spent lab mixture; acetone and carbon tetrachloride	4 liter bottle	7
087	Spent lab mixture; dinitrobenzene and tolunitrile	200 mL bottle	1
088	Spent lab mixture; methylene chloride and chloroform	4 liter bottle	7
089	Spent lab mixture; petroleum ether, n-hexane, n-butanol	200 mL bottle	1
090	Spent lab mixture; xylene and propanol	4 liter bottle	7
091	Spent lab waste; halogenated hydrocarbons	200 mL bottle	0.3
092	spent paint thinner	1 gal pail	4
093	Spent silver solution	5 gal pails(2)	90
094	^{99m} Tc with xylene	2 L	0.5
095	Tetra-etch	2oz metal can	0.4
096	Tetrabutylammonium fluoride in THF, age unknown	100 mL bottle	0.6
097	Tetraethyl ammonium perruthenate	10 mL bottle	0.1
098	Tollens Test wastes (liquid with grey precipitate)	100 mL bottle	0.6
099	Triethylphosine	lecture bottle	
100	Trin-butyl phosphine	100mL bottle	0.6
101	Unused lab mixture: acids, alcohols, and phenol	200 mL bottle	2
102	Unused mixture: n-amyl alcohol, p-dimethylamino benzaldehyde, HCl	200 mL bottle	0.5
103	Unused oil based paints	small cans(4)	15
104	used antifreeze	5 gal pails(5)	200
105	Uranyl Nitrate	100g bottle	0.2
106	Waste ethanol, 95%, spent lab waste	5 gal pail	24
107	Waste hydrochloric acid, hydrogen peroxide solution	4 liter bottle	11
108	Xenon difluoride	1g Teflon bottle	0.1

Tag#	Name	Container	Weight (lb.)
109	Zinc 2,4,5-trichlorophenate	10g bottle	0.1
110	Zinc, granular	500 g. bottle	2
111-114	Mixed non-halogenated solvent <10% water	4 x 55 gallon metal drum	300ea
115-117	Mixed halogenated solvent <10% water	3 x 55 gallon poly drum	400ea
118	Spent sulfuric acid <10% water	55 gallon poly drum	400
119	Spent hydrochloric acid <10% water	55 gallon poly drum	400
120	Ballast, PCB containing	5 gallon bucket	20

Tag#	Name	Container	Weight (lb.)
001	"No Chromix" packages	0.25 lb foil package(6)	1.5
002	"Pirana"acid solution (spent)	1L bottle	3.5
003	1% potassium dichromate in sulfuric acid	1 X 100 gal immobile cleaning tank in chem lab	470.0
004	2,2',4,4',6,6' Hexa nitrodiphenylamine	25 g bottle	0.2
005	Acrylamide	2 lb. bottle	2.5
006	Activated charcoal	Plastic bag	15.0
007	Ammonium Persulfate	4 oz. bottle	0.4
008	Arsenic containing debris	1 lb. bottle	1.5
009	Ballast, PCB containing	5 gallon bucket	20
010	Benzene, spent lab waste	200 ml bottle	2.0
011	Bis(2-chloroethyl) sulfide	5g bottle	0.1
012	Bis-2-Chloroethyl sulfide	Approx. 10 ml.	
013	Bromine pentafluoride	10 ml Teflon bottle	0.1
014	Butyl Lithium in solvent	4 oz. bottle	0.4
015	Calcium perchlorate	250 g bottle	1.0
016	Carbonyl iron (grey powder)	5g bottle	0.1
017	Caro's acid	1 gal bottle	10.0
018	Chlorophenol red indicator	500 ml bottle	2.0
019	Corn oil	4 liter bottles (2)	10.0
020	Coumadin (<0.3%)	250 ml bottle	0.2
021	Crown Immersion oil	100ml bottle	0.6
022	Cyanogen bromide (yellow opaque crystals)	25g bottle	0.2
023	Cyclohexane sat'd with iodine	500 ml bottle	3.0
024	Decolorizing carbon	small box	2.0
025	DEPC	25g bottle(1)	0.2
026	Dess-Martin reagent	25g bottle	0.2
027	Dichlorodimethylsilane	50 ml bottle in metal "paint-style" can	0.6
028	Diethyl pyrocarbonate	100 ml bottle	
029	Dimethylmercury	glass ampules(6)	0.3
030	DL-Methionine	10 ml vial	0.1
031	1-4 Dioxin	200g bottle	
032	Duloxetine		
033	Ethinamate	25g bottle	0.2
034	Ethyl chloride,	3.5 oz Aerosol	0.1
035	Ethyl diazoacetate	5g bottle	0.1
036	Formalin, 5%, spent	500 ml bottle	9.0

Tag#	Name	Container	Weight (lb.)
037	Gallium-Iridium eutectic mixture	10g bottle	0.1
038	Gloves, tyvex, towels contaminated with 2,4-D	5 gal. pail	7.0
039	Gluteraldehyde	2 oz. bottle	0.3
040	Hydrofluoric acid (48%) spent	1 liter bottle	2.0
041	Hydrofluoric acid (65%)	1 liter bottle	2.0
042	Hydrogen Bromide	Small Cylinder	
043	Infectious waste – sharps	one sharps container	35.0
044	Inorganic mercury salt solution (saturated)	200 ml bottle	2.0
045	Iron carbonyl (orange liquid)	100ml bottle	0.6
046	JB-4 catalyst (white grains)	Plastic bag	1.0
047	Karl Fischer titrant		
048	L-Asparagine	10 ml vial	0.1
049	Lead salt solution, spent	4 liter bottle	14.0
050	Lead Nitroresorcinol	100g	0.7
051	Liquid containing PCBs (<50ppm)	4 liter bottle	5.0
052	Lithium carbonate	500 g bottles(3)	3.0
053	Manganese nitrate	1 kilogram bottle	3.0
054	Manostat	25g bottles(6)	1.2
055	Mercuric acetate	25gbottle	0.2
056	Mercury manometer	On a 1 meter metal stand	17.0
057	m-nitrobromobenzene	5g bottle	0.1
058	Nitric acid, spent lab waste	200 ml bottle	2.0
059	Nitric Oxide	lecture bottle	
060	Oleum acid with carbon nano-particles	4 liter bottle	6
061	Osmium tetroxide	0.5 g sealed glass ampules(9)	0.1
062	Pentaborane	lecture bottle	
063	Perchloric acid	1 gal bottles(2)	19.0
064	Petroleum-contaminated soil, solid	5 gal pails(3)	120.0
065	Phenol	1 lb. bottle	1.5
066	Phosgene	Small Cylinder	
067	Phosgene solution	500 ml bottle	1.0
068	Photo-resist solution (butylacetate,methyl cellosolve acetate)	1 Liter bottle	3.5
069	Picric Acid (crystalized, corroded, leaking)	4 Liter bottle	10.0
070	Potassium cyanide	100g bottle	0.5
071	Potassium metal, packed in nitrogen	1 gal sealed steel drum	12.0
072	R(-)-quinuclidinyl benzilate	5g bottle	0.1
073	Ruthenium tetroxide	5g bottle	0.1
074	Si5H10 (in glass ampules)	10ml or less(10)	0.1
075	Sodium bismuthate	25g bottle	0.2
076	Spent chiller oil, liquid	30 gal drum	205.0
077	Spent lab mixture; acetone and carbon tetrachloride	4 liter bottle	7.0
078	Spent lab mixture; dinitrobenzene and tolunitrile	200 ml bottle	1.0
080	Spent lab mixture; methylene chloride and chloroform	4 liter bottle	7.0
081	Spent lab mixture; petroleum ether, n-hexane, n-butanol	200 ml bottle	1.0

Tag#	Name	Container	Weight (lb.)
082	Spent lab mixture; xylene and propanol	4 liter bottle	7.0
083	Spent lab waste; halogenated hydrocarbons	200 ml bottle	0.3
084	spent paint thinner	1 gal pail	4.0
085	Spent silver solution	5 gal pails(2)	90.0
087	^{99m} Tc with xylene	2L	0.5
088	Tetra-etch	2oz metal can	0.4
089	Tetraethyl ammonium perruthenate	10ml bottle	0.1
090	Tollens Test wastes (liquid with grey precipitate)	100 ml bottle	0.6
091	Triethylphosine	lecture bottle	
092	Trin-butyl phosphine	100ml bottle	0.6
093	Unused lab mixture: acids, alcohols, and phenol	200 ml bottle	2.0
094	Unused mixture: n-amyl alcohol, p-dimethylamino benzaldehyde, HCl	200 ml bottle	0.5
095	Unused oil based paints	small cans(4)	15.0
096	used antifreeze	5 gal pails(5)	200.0
097	Uranyl Nitrate	100g bottle	0.2
098	Waste ethanol, 95%, spent lab waste	5 gal pail	24.0
099	Waste hydrochloric acid, hydrogen peroxide solution	4 liter bottle	11.0
100	Xenon difluoride	1g Teflon bottle	0.1
101	Zinc 2,4,5-trichlorophenate	10g bottle	0.1
102	Zinc, granular	500 g. bottle	2.0
103-106	Mixed non-halogenated solvent <10% water	4 x 55 gallon metal drum	300ea
107-109	Mixed halogenated solvent <10% water	3 x 55 gallon poly drum	400ea
110	Spent sulfuric acid <10% water	55 gallon poly drum	400
111	Spent hydrochloric acid <10% water	55 gallon poly drum	400
112	Ballast, PCB containing	5 gallon bucket	20

UNKNOWNNS

Tag#	Name	Container	Weight (lb.)
200	Unknown (valve in good condition)	Small Cylinder	
200	Unknown (valve in poor condition)	Small Cylinder	
202-301	unknown liquids and solids from various labs	Various sizes 100ml-4 liter (200 total)	4.0
302	Unknown solution (looks like potassium permanganate solution - purple)	4 liter bottle	4.0

APPENDIX SIX

**CERTIFICATE OF INTERESTED PARTIES
(Texas Ethics Commission Form 1295)**

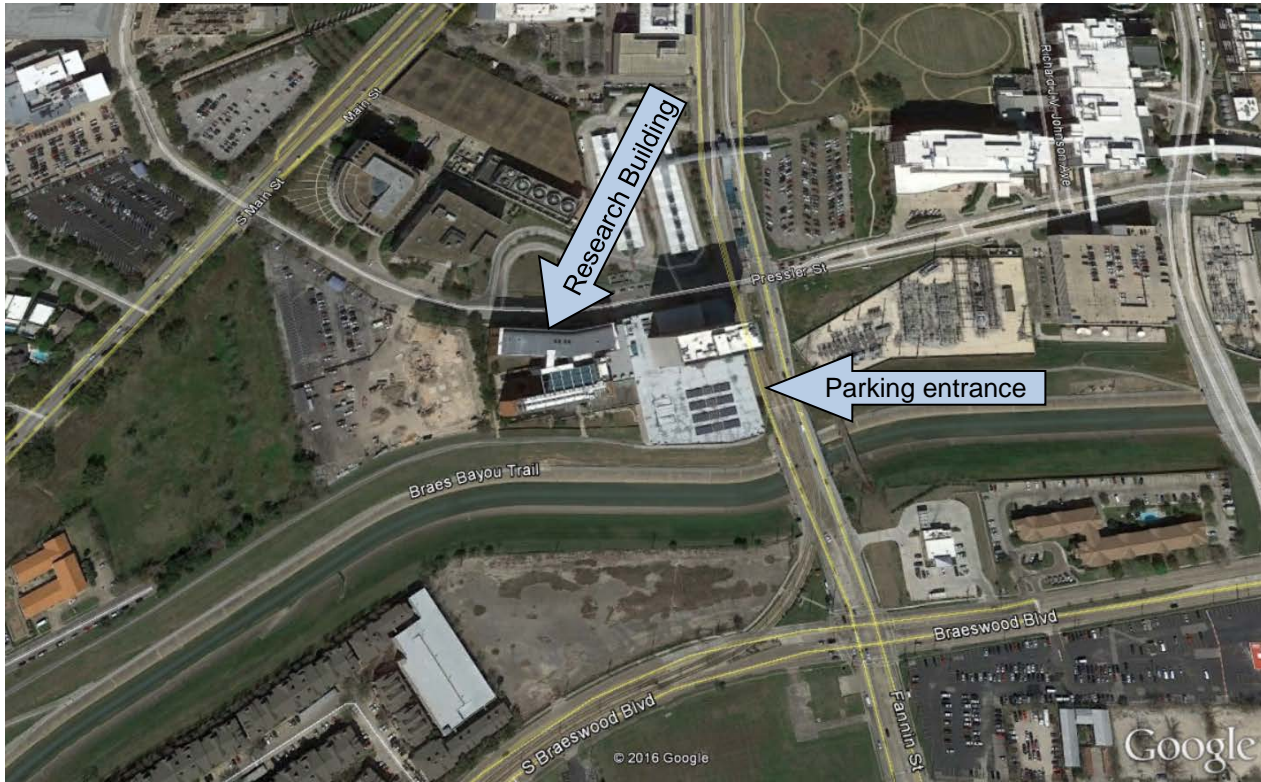
This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

APPENDIX SEVEN

PRE-PROPOSAL MEETING LOCATION

UT Health Science Center Houston
Fayez S. Sarofim Research Building
1825 Pressler Street, Room 110
Houston, TX



The Fayez S. Sarofim Research building, located at 1825 Pressler Street, houses the Brown Foundation Institute of Molecular Medicine. Pay parking is available at the University Center Tower, 7000 Fannin Street. The entrance to the garage is accessed from the southbound lanes of Fannin Street.

More information about the building and location is available online at <https://www.uth.edu/index/maps/inside/sarofim.htm>

SAMPLE AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Sample Agreement between University and Contractor (**Agreement**) is made and entered into effective as of _____, 2017 (**Effective Date**), by and between **The University of Texas System Administration**, an agency and institution of higher education established under the laws of the State of Texas (**University**), and _____ (**Contractor**), Federal Tax Identification Number _____

1. Acronyms and Definitions

Term	Definition
"Contractor Coordinator"	Means the person designated by University in EXHIBIT A to coordinate the communications between Contractor and University or that person's delegate. EXHIBIT A may be updated from time to time during the term of this agreement by giving written notice to Contractor.
"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 hazardous wastes generated by the Institutions, and any Class I non-hazardous wastes an Institution may request Contractor to dispose of.
"DOT"	Means the United States Department of Transportation or any successor agency performing in whole or part the statutory duties and responsibilities performed by DOT on the effective date of this Agreement.
"Institution Coordinator"	Means the person designated by the Institution in EXHIBIT A to coordinate communications between Contractor and the Institution, or that person's delegate. EXHIBIT A may be updated from time to time during the term of this agreement by giving written notice to Contractor.
"EPA"	Means the United States Environmental Protection Agency or any successor agency performing in whole or part the statutory duties and responsibilities performed by EPA on the effective date of this Agreement.
"Institution"	Means either University Administration or the University Institution that generated the Covered Services.
"Hazardous Waste"	Means all hazardous wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, or any successor statute, or any chemical substance regulated under the Toxic Substances and Control Act, 15 U.S.C. §§2601-2671, or any successor statute.
"Profile Sheet"	Means the document identifying by physical characteristics and chemical properties the Covered Wastes to be disposed of for the Institution.
"OSHA"	Means the Occupational Safety and Health Administration or any successor agency performing in whole or part the statutory duties and responsibility

Term	Definition
	performed by the OSHA on the effective date of this Agreement.
"TCEQ"	Means the Texas Commission on Environmental Quality or any successor agency performing in whole or part the statutory duties and responsibility performed by the TCEQ on the effective date of this Agreement.
"DSHS"	means the Texas Department of State Health Services or any successor agency performing in whole or part the statutory duties and responsibility performed by DSHS on the effective date of this Agreement.

2. **Scope of Work.**

2.1 **Covered Services.**

- 2.1.1 **Contractor Services:** Contractor shall provide to UTS and the Institutions the services outlined below:
- 2.1.1.1 Contractor shall, at the request of any Institution, package, label, manifest, load, transport, and dispose of Covered Wastes.
 - 2.1.1.2 Contractor shall furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the Covered Services.
 - 2.1.1.3 Contractor shall provide general consultation services at no additional cost to the Institutions regarding proper and safe segregation of Covered Wastes in compliance with all Applicable Laws (defined in **Section 3.1**) with respect to the Covered Services.
 - 2.1.1.4 Contractor shall package and label the Covered Wastes if requested by the Institution, and shall provide such supplies as packing materials, appropriate containers, and recovery materials. All containers must meet federal, state, and local specifications for the material to be contained. Institution has the right to require new rather than recycled drums at the sole discretion of the Institution Coordinator.
 - 2.1.1.5 Contractor shall, at Contractor's sole cost and expense, assume responsibility for and respond, in accordance with all Applicable Laws, to any and all leaks, spills, and other emergencies occurring in connection with performance of the Covered Services.
- 2.1.2 **Contractor's Performance and Service Requirements:** UTS is entering into this Agreement in reliance on Contractor's special skills and expertise with respect to performing the Covered Services. 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 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 are important aspects of this Agreement. Contractor acknowledges and agrees that waste minimization is an important aspect of this Agreement. Contractor agrees to use all reasonable efforts, within the limits of Applicable Laws, to propose safe, alternative methods for the performance of Covered Services to reduce costs and liabilities to UTS Institutions. Contractor agrees to use all reasonable efforts, within the limits of Applicable Laws, to propose routing of UTS Institutions waste for reuse and recycling, or to otherwise minimize wastes requiring disposal.
- 2.1.2.1 Contractor shall perform all Covered Services on an "open order" basis as pick-up requests are received from each Institution, pursuant to the requirements of this Agreement and any specific instructions of the Institution.

- 2.1.2.2 Contractor shall, from time to time, be asked to perform services related to the Covered Services, but that take place either outside normal operating hours or involve no disposal of waste, such as a "lab move." Such services may be billed at the Special Services Rate.
- 2.1.2.3 Contractor shall, at the request of any Institution, package, relocate, transport, and/or unpack "hazardous materials." Upon such a "lab move" request, the Contractor shall provide a written proposal to the Institution with a scope of services to be performed, a schedule and a not-to-exceed price. All other terms of this Agreement apply. These services may be billed at the Special Services Rate.
- 2.1.2.4 Contractor understands that certain UT Institutions may be severely impacted by emergency weather situations such as tropical storms, hurricanes and tornadoes. Contractor shall use best efforts to dedicate all available resources required by the 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.
- 2.1.2.5 In such cases where a hurricane or tropical storm has entered the Gulf of Mexico, Contractor will respond to any potentially impacted Institution upon request with at least two (2) field service personnel familiar with the Institution within two (2) hours and a truck to transport waste within four (4) hours. UTS understands that these situations will fall under Special Services as defined in this Agreement and may be billed accordingly.
- 2.1.2.6 The Institution Coordinator of each Institution shall decide all questions that may arise as to Contractor's obligations hereunder at the particular Institution. The determination of the Institution Coordinator shall be final and conclusive as to all questions that arise with respect to that Institution.
- 2.1.3 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.
- 2.1.4 Facility Assessments: At any time and from time to time upon reasonable notice to Contractor, Contractor shall provide UTS or Institution personnel access to all TSD Facilities (defined in **Section 2.3.4**) listed in **EXHIBIT C** 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 three (3) UTS personnel at up to four (4) of the TSD Facilities each year during the term of this Agreement.

2.2 Covered Waste Pick-Ups.

- 2.2.1 Pick-up on Request: Contractor shall pick up Covered Wastes from any Institution upon the request of the Institution Coordinator or delegate. Contractor shall coordinate the pick-up with the Institution Coordinator and such pick-up shall occur within ten (10) working days of the request, unless otherwise agreed to in writing by the Institution Coordinator. If Contractor fails to arrive at the Institution with proper personnel and equipment for completion of the services, or to notify 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 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 anyone shipment be reduced more than twenty percent (20%).
- 2.2.2 Pick-up Locations: Contractor shall make Covered Waste pick-ups at locations designated by the Institution Coordinator.
- 2.2.3 Normal Work Hours: Services will be provided between the hours of 8:00 a.m. and 5:00 p.m. 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 unless otherwise stated by Institutional Coordinator.

2.3 Transportation and Disposal of Covered Wastes.

2.3.1 Packaging and Tracking Covered Wastes.

- 2.3.1.1 Except to the extent wastes are prepackaged by the Institution as permitted by **Section 2.3.9**, Contractor shall label and package all Covered Wastes in accordance with all Applicable Laws, including without limitation EPA and DOT regulations. Covered Wastes that are lab-packed shall be packed as efficiently as possible in accordance with such regulations. If Contractor elects to package such wastes in a manner that is less than optimal, Contractor shall charge the Institution for Covered Services as if Contractor has optimally packed the wastes. Contractor shall prepare and provide to the Institution Coordinator a properly completed uniform hazardous waste manifest or other shipping document prior to removal of covered wastes from the Institution unless documentation is not required by law. The manifest must be typed, must include waste profile numbers, and must indicate the final destination for any third-party waste. Contractor shall provide the Institution Coordinator with adequate time to review and approve a completed copy of the shipping documents, manifests, land disposal restriction notifications, and any other documentation prior to shipment. After shipment, Contractor must provide in a timely manner a copy of all manifests signed by a duly authorized representative of the TSD Facility. The Contractor shall enter EPA waste handling codes on the manifest. For a handling code indicating "other," Contractor must provide written documentation of the treatment/disposal method used.
- 2.3.1.2 If the Institution's Covered Wastes do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, Contractor and Institution Coordinator shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and/or correct any improper containerization, marking or labeling to enable Contractor to accept such non-conforming waste materials at a Facility. If the parties cannot, within a reasonable time after Contractor notifies the Institution Coordinator the waste materials are non-conforming, resolve the same as set forth above, Institution Coordinator shall make prompt arrangements for the removal of such non-conforming waste materials from the Facility at which they are located to another lawful place of storage or disposal. The Institution agrees to pay Contractor its reasonable expenses and charges incurred with respect to the Institution's non-conforming waste materials at the current contracted rates contained in this Agreement.
- 2.3.1.3 Each Institution represents that the description of, and specifications pertaining to, its waste materials in the Profile Sheet the Institution Coordinator signs is and at all times will be true and correct in all material respects, and waste materials tendered to Contractor will at all times, including, without limitation, at the time of recertification of the waste materials, conform to the description and specifications contained in the Profile Sheet.
- 2.3.1.4 Each Institution will make available all information it has regarding the waste materials and the surface and subsurface conditions in the vicinity of the premises where the Services are to be performed, and if the Institution receives information that the waste materials described in a Profile Sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the Profile Sheet, the Institution Coordinator will promptly report such information to Contractor. Each Institution shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations, and shall provide Contractor a safe work

environment for Services performed on any premises controlled by the Institution.

- 2.3.1.5 If Contractor requests that work areas be secured, the Institution will be solely responsible for securing such work areas and for preventing anyone other than Contractor personnel from entering the designated work areas.
- 2.3.1.6 Contractor shall take title to each Institution's waste materials which conform to the descriptions and specifications stated in the Profile Sheet upon completion of loading into Contractor's transportation vehicles, or if transported by the Institution, upon acceptance at the Facility.
- 2.3.2 Dedicated Cargo Beds.
Contractor and its subcontractors shall transport Covered Wastes which are hazardous wastes only in vehicles with cargo beds dedicated to hazardous waste shipments. The Institution Coordinator may require the use of a box truck instead of a tractor trailer at no additional charge to the Institution. Dedicated vehicles owned and utilized by the Contractor during pickups must be secured at all times except when actively loading waste. The Contractor is solely responsible for the security of the vehicle.
- 2.3.3 UTS-Approved Transporters and Transfer Facilities.
Contractor shall transport Covered Wastes or subcontract such transportation to a UTS-approved transporter, as listed in **EXHIBIT D**. UTS reserves the right to withdraw its approval of any transporter by giving written notification to Contractor.
All approved transporters will use only transfer facilities or "10-day" facilities that have been audited and approved by UTS. While in transit to the designated TSD, as indicated on the manifest, transporter will use no more than two (2) transfer facilities while in transit.
- 2.3.4 UTS-Approved TSD Facilities.
Contractor shall transport Covered Wastes only to a properly registered, permitted, or licensed treatment, storage or disposal facility ("TSD Facility") that maintains adequate insurance, operates in compliance with all Applicable Laws, and has been pre-approved in advance in writing by the Contract Coordinator or the Institution Coordinator for the Institution, in the sole discretion of the Contract Coordinator or the Institution Coordinator, as appropriate. UTS hereby approves those TSD Facilities listed in **EXHIBIT C**. Upon request, Contractor shall provide to the Contract Coordinator or the Institution Coordinator copies of all information reasonably requested by the Contract Coordinator 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 TSD Facility by giving written notification to Contractor. Contractor shall notify the Contract Coordinator 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 TSD Facility listed in **EXHIBIT C**.
- 2.3.5 Certificates of Disposal.
As soon as reasonably possible, Contractor shall provide to the Institution Coordinator a fully executed Certificate of Disposal, Certificate of Destruction, Certificate of Bulking or Blending, or Certificate of Reclamation or Recycling (each a "CD") furnished by the facility at which the waste becomes no longer traceable to the Institution through treatment, consolidation, or bulking. In any event, Contractor shall provide to the Institution Coordinator a CD within ninety (90) days after pick-up by the Contractor of Covered Wastes treated at the TSD indicated on the manifest. The ninety (90) day period is exclusive of the days of planned outages occurring at the TSD facility named on the manifest. In all other cases, Contractor shall provide a complete CD to the Institution Coordinator within 365

days after the date the Contractor picked up the Covered Wastes. For all wastes with an outstanding CD, a Drum Tracking Report will be made available, at least monthly, showing the location of the waste while in inventory.

CDs from third-party disposal facilities shall include the original Institution outbound manifest and drum numbers, inbound (to disposal facility) manifest number, disposal date (i.e., date of actual destruction, blending or otherwise causing the waste to no longer be hazardous or traceable to the Institution, not the date of receipt at disposal facility), management method, and the handling code which designates the method of disposal. CDs from bulking and treatment facilities will include the original Institution outbound manifest and drum numbers, the inbound manifest number (to bulking facility), outbound manifest number (to disposal site or tank farm), shipment date, and TSD Facility to which it was shipped. All CDs shall: (1) be properly executed by a responsible person at the TSD Facility; and (2) certify that (a) the Covered Wastes have been treated, neutralized, incinerated, bulked, blended, or disposed of by commingling with waste from other generators and is untraceable to UTS or the Institution, and (b) treatment and disposal has been performed in full compliance with all Applicable Laws and the provisions of this Agreement.

2.3.6 Prohibited Disposal Methods.

Contractor shall not dispose of any hazardous wastes by deep-well injection, land-filling, or direct discharge to a public owned treatment works, except with the prior written approval of the Contract Coordinator and the Institution Coordinator for Institution. Approval may be given or withheld in UTS' or the Institution Coordinator's sole discretion.

2.3.7 Procedural Changes.

Contractor may implement changes governing methods of packaging, hazardous waste classification, description, routing, use of alternate approved TSD Facilities, or other pertinent disposal information, only with the prior written approval of the Institution Coordinator, which approval shall not be unreasonably withheld.

2.3.8 Contractor's Employees.

Providing Covered Services. An Institution may request that Contractor provide a specific field crew supervisor. In such event, Contractor shall make all reasonable efforts to accommodate such request. On the request of the Institution Coordinator, Contractor shall provide a description of the training received by, and the experience of, each of Contractor's employees providing Covered Services.

2.3.9 Prepackaging by Institution.

An Institution may elect to pre-pack Covered Wastes for pick-up by Contractor. The Institution Coordinator shall provide information reasonably requested by Contractor with regard to the prepackaged Covered Wastes and packing procedures.

2.3.10 Drum Disposal.

Contractor shall ensure that all drums or other containers which contained Covered Wastes which are hazardous wastes are (i) properly cleaned and prepared for reuse and all labels removed, or (ii) permanently destroyed so that they cannot be reused for any purpose.

2.3.11 Bulking.

Contractor shall not bulk Covered Wastes on the premises of the Institution without permission and or requested to do so in writing by the Institution Coordinator. Each such written request shall apply only to Covered Wastes specifically described in the written request and shall apply only to a single waste pick-up. Contractor may not rely on any prior written requests or course of business dealing with regard to requests for bulking wastes.

2.3.12 Segregation and Tracking of Hazardous Waste.

Contractor shall assure that all wastes shipped pursuant to this Agreement are properly labeled in accordance with all Applicable Laws. Contractor must establish a tracking system, acceptable to UTS in its sole discretion. Such tracking system must (1) comply with the requirements of **Section 7.3**, (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 CD is completed and delivered to the Institution.

2.3.13 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 the Contract Coordinator and Contractor, this Agreement may be modified to cover any services that UTS or Institutions may require relating to Hazardous and Other Regulated 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 **EXHIBIT C** and **D**, adding new, related services and adding or changing the method of performing "Covered Services."

3. Compliance with Laws and Policies

3.1 Applicable Laws.

Contractor shall observe and comply with all applicable laws, regulations, ordinances, orders, executive orders and directives (collectively, "Applicable Laws") of any governmental authority with regulatory jurisdiction, including without limitation EPA, TCEQ, DSHS, OSHA and DOT, and shall be in compliance with all applicable registration, license, and permit requirements at all times.

3.2 Policies and Procedures.

Contractor shall at all times comply with applicable policies and procedures promulgated by University and each Institution. In addition, Contractor shall at all times cause its employees, subcontractors and materialmen to observe and comply with all applicable policies and procedures promulgated by University and each Institution, including but not limited to smoking, radio, consideration for patients and their families, parking and security policies and procedures. University and each Institution shall provide Contractor with copies of all applicable policies and procedures promulgated by each.

3.2.1 Contractor will perform the scope of the work (**Work**) to the satisfaction of University and in accordance with the schedule (**Schedule**) for Work in **Exhibit B**, Schedule. Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

3.2.2 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 (collectively, **Applicable Laws**), for the performance of Work.

3.3 Permits and Licenses.

Contractors shall obtain, at its own cost, and, prior to the effective date of this Agreement, provide copies to the Institutions of all required governmental permits, approvals, licenses, filings, registrations, and approvals required by federal, state or local laws, regulations or ordinances, to provide the Covered Services, including but not limited to the handling, transportation, and disposal of Covered Wastes

4. Equipment Availability and Safety

4.1 Emergencies.

Contractor shall respond to all emergencies that may occur while performing and that are related to 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.

4.2 Safety Provisions.

Contractor shall provide to its employees, subcontractors, and material men any and all personnel protective equipment and safety equipment necessary for performing the Covered Services and shall cause its employees, subcontractors, and material men to use such safety equipment. Contractor's safety equipment present on site should be any and all equipment necessary to respond to any potential incident related to covered services. Employees, subcontractors, and material men of Contractor shall use all appropriate personal protective equipment while handling covered wastes.

5. Time for Commencement and Completion.

The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on August 31, 2018. University will have the option to renew this Agreement for four (4) additional one (1) year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

6. Contractor's Obligations.

6.1 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 University () (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 University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

6.2 Contractor represents and warrants that (a) it will use its best efforts to perform Work in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.

6.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

6.4 University at all times is relying on Contractor's skill and knowledge in performing Work. Contractor represents and warrants that Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by University. Contractor will not be released from any liability by reason of any approval by University.

- 6.5 Contractor will, at its own cost, correct all material defects in Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in Work within a reasonable time, then University 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 University may have at law or in equity.
- 6.6 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 Work to be duly registered and licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for administration and coordination of Work. Contractor will furnish efficient business administration and coordination and perform Work in an expeditious and economical manner consistent with the interests of University.
- 6.7 Contractor represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary 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.
- 6.8 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 of its organizational documents; (b) result in the violation of any provision of any agreement by which it is bound; or (c) conflict with any order or decree of any court or other body or authority having jurisdiction.
- 6.9 Contractor represents and warrants that: (i) Work will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor (for the benefit of University); (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) Work Material and the intellectual property rights protecting Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges and other restrictions; (iv) Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of Work Material will not violate the rights of any third parties in Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.
- 6.10 If this Agreement requires Contractor's presence on University's premises or in University'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 University Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
- 6.11 Dallas-Fort Worth Site. Contractor will establish and staff a site in the Dallas-Fort Worth area for the duration of this agreement.

7 Contractor Qualifications

7.1 Representations.

Contractor represents and warrants that:

- 7.1.1** 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 University and the Institutions.
- 7.1.2** 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.
- 7.1.3** 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 96507), the Americans with Disabilities Act of 1990(42USC 12101 et seq.), the Civil Rights Act of 1991 and all other applicable laws, regulations and executive orders.
- 7.1.4** Contractor understands the conditions under which it will be required to operate.
- 7.1.5** Contractor shall not transfer, subcontract, delegate or assign any of its duties or responsibilities under this Agreement without the prior written approval of the Contract Coordinator or the Institution Coordinator for the 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 9.1 and 9.2 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.
- 7.1.6** Contractor shall 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 the managing Covered Services. All personnel directly involved with the performance of Covered Services shall be trained regarding the use of safety equipment, protective equipment, and respirators (if applicable), and have demonstrated current completion of 40 hour HAZWOPER training and have at least six (6) months of field experience. None of the services performed hereunder shall be provided by trainees (i.e., personnel with less training or experience than that required herein) without the prior written consent of the Institution Coordinator of the Institution, which consent can be withheld for any or no reason. The Institution Coordinator may restrict in any manner he or she deems appropriate the activities of any trainee on the premises of the Institution. Trainees shall be under the supervision of an individual experienced in the performance of Covered Services and training shall be completed at the expense of Contractor. Contractor must follow all applicable safety requirements. A copy of the training program will be provided to the Institution Coordinator upon request.
- 7.1.7** For sites that operate as a Large Quantity Generator, each pick-up made by Contractor shall be under the direction of a supervisor employed by Contractor who has, at a minimum, a Bachelor's degree in a scientific field and at least three (3) years field experience in the

handling, packaging, treatment, storage, and disposal of hazardous waste. For all other sites, each pick-up made by Contractor will be under the direction of a supervisor employed by Contractor who has, at a minimum, a Bachelor's degree in a scientific field and at least one (1) year field experience in the handling, packaging, treatment, storage, and disposal of hazardous waste; or an Associate's degree in a scientific field and at least two (2) years field experience in the handling, packaging, treatment, storage, and disposal of hazardous wastes. Additionally, any individual certified by the Institute of Hazardous Materials Management as a Certified Hazardous Materials Manager satisfies the criteria for qualified personnel. All personnel directly involved with the handling of hazardous wastes shall be trained regarding the use of safety equipment, emergency response equipment and personal protective equipment related to covered services, including respirators; shall have received all training required by EPA, OSHA, DOT and other applicable governmental authorities; and shall have at least six (6) months of field experience in the handling, packaging, treatment, storage, and disposal of hazardous wastes.

- 7.1.8** Contractor owns and operates at least one (1) TSD Facility. Contractor will offer site audits to UT institutions as needed.
- 7.1.9** Contractor shall provide, at no cost to University or the Institutions, training to University personnel at locations within Texas designated by University. Such training shall include a minimum quantity of 10 eight (8) hour training courses that include but not limited to a combination of DOT, RCRA, and OSHA HAZWOPER training courses held at locations designated by University. Training sessions covering different topics may be combined with the agreement of University. Contractor must obtain advance written approval of the curriculum for each such training course from University.

7.2 Documentation.

Contractor has submitted and from time to time upon University's request will submit to the Contract Coordinator the following materials, which Contractor represents are current, complete, and accurate:

- 7.2.1** 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.
- 7.2.2** Copies of all applicable federal, state, and local licenses and any other licenses, registrations or certifications from any governmental entity with jurisdiction, authorizing 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 Contract Coordinator and each Institution Coordinator and (b) delivery of written notification to Contract Coordinator and each Institution Coordinator within forty-eight (48) hours of Contractor's receipt of such information.
- 7.2.3** Contractor shall maintain and annually provide current scale certification and calibration records, conforming to the National Institute of Standards and Technology Handbook 44 or other standard acceptable to the University, for all scales used to weigh Covered Wastes at UT institutions.
- 7.2.4** Contractor's current EPA and TCEQ TSD facility registration numbers and approved transporter license(s).
- 7.2.5** Contractor's history of federal and state regulatory compliance for all of its activities with regard to hazardous wastes for the last five (5) years. University 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 TSD Facility owned or operated by Contractor or listed in **EXHIBIT C**, or any subcontractor that has performed any of the services provided hereunder, Contractor shall immediately notify the Contract Coordinator.

- 7.2.6 Contractor's internal guidelines and procedures relating to the packaging, transportation, storage, treatment, or disposal of hazardous wastes. Contractor shall provide copies of any changes or additions to such internal guidelines and procedures to the Contract Coordinator and all Institution Coordinators immediately upon such change or addition.
- 7.2.7 Contractor will provide quarterly waste summary for each institution based on the report criteria provided by the Contract Coordinator.
- 7.2.8

8. **The Contract Amount.**

- 8.1 University will pay Contractor for the performance of Work in accordance with **Exhibit B**, Payment for Services.
- 8.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.
- 8.3 University (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.

9. **Payment Terms.**

- 9.1 At least **10** days before the end of each month during the Term, Contractor will submit to University an invoice covering Work performed for University to that date, in compliance with **Exhibit B**, Payment for Services. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay (each a **Progress Payment**) to Contractor the amount approved so long as Contractor is not in default under this Agreement. If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing.
- 9.2 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement.
- 9.3 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount in **Exhibit B**, Payment for Services.
- 9.4 No payment made by University 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.
- 9.5 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.
- 9.6 University will have the right to verify the details 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 the Project; and (c) other reasonable action.

- 9.7 [Section 51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in accordance with **Section 15.14** 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.
- 9.8 Invoices shall, among other things, (1) set forth a description of the Covered Services performed, (2) reference the Institution's purchase order/release number, and (3) be accompanied by (a) a properly completed, signed and legible shipping manifest signed by a duly authorized representative of the TSD Facility, (b) a Drum Tracking Report and (c) all documentation, other information, certificates, and attachments required by UTS or the Institution. Each "Drum Tracking Report" must (1) be properly completed and executed by a duly authorized representative of Contractor, (2) indicate where each Institution hazardous waste container is being held (until such time as the Institution receives a CD (ref. Section 2.3.5) in connection with such container), and (3) contain any other information required by the Institution.
- 9.9 Contractor will utilize the official abbreviation listed below for institution account naming. Accounts must begin 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

10. **Ownership and Use of Work Material.**

- 10.1 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 Work (collectively, **Work Material**), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 10.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to Work Material and will cooperate fully with University

in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to Work Material.

- 10.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use Work Material for the completion of Work or otherwise. University may, at all times, retain the originals of Work Material. Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 10.4 Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

11. Default and Termination

- 11.1 In the event of a material failure by a party to this Agreement to perform in accordance with its terms (**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
- 11.2 University may, without cause, terminate 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 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 University. Notwithstanding any provision in this Agreement to the contrary, University will not 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.
- 11.3 Termination under **Sections 11.1** or **11.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 11.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, University 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 University's curative actions.

12. Indemnification

12.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND 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, (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.

12.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, 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 SERVICES 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, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

13. 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 University. Contractor will not bind nor attempt to bind University 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.

14. Insurance.

14.1 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:

14.1.1 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. of the information page of the Workers' Compensation policy the state in which Work is to be performed for University.

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

Each Occurrence Limit	\$5,000,000
General Aggregate	\$5,000,000

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.

14.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$5,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

Contractors transporting hazardous materials must provide the *MCS-90 endorsement* and *CA9948 Broadened Pollution Liability endorsement* on the Business Auto Liability policy. Policy limits must be in line with federal requirements.

14.1.4 Umbrella/Excess Liability Insurance (if limits of \$5,000,000 are not met in primary insurance contracts) with limits of not less than \$4,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and (i) providing coverage in excess of and (ii)"following form" subject to the same provisions as, the underlying policies required by General Liability and Commercial Auto Liability.

Sections 14.1.1 Employer's Liability; **14.1.2** Commercial General Liability; **14.1.3** 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

14.1.5 Pollution Legal Liability \$25,000,000 per occurrence
\$25,000,000 aggregate

14.1.6 Exclusive Pollution Legal Liability limits of not less than \$5,000,000 per occurrence, \$10,000,000 annual aggregate (Sudden Accidental Occurrence and Non-Sudden Occurrence (coverage shall be exclusive to UTS and its Institutions) Pollution policy must cover all services (coverage exclusive to UTS included in the "Covered Services" as Institutions) outlined in this agreement. Exclusive Pollution Legal Liability limits required above shall be endorsed to the policy and attached to the required certificate of insurance.

14.1.7 Contractor must provide certificates of insurance for all third-party TSDs, sub-contractors, and transporters. Certificates should meet all applicable requirements with regard to coverage and show the Contractor listed as additionally insured.

14.2 Contractor will deliver to University:

14.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

14.2.1.1 ***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 and University 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.

14.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and University. ***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 University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. ***All insurance policies*** will be *endorsed* to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 14**.

14.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University 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.

14.2.1.4 Certificates of Insurance and *Additional Insured Endorsements* as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name:
Address:
Facsimile Number:
Email Address:

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

15. **Miscellaneous.**

- 15.1 **Assignment and Subcontracting.** Except as specifically provided in **Exhibit E**, Historically Underutilized Business Subcontracting Plan, 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 University; 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 §§20.101 – 20.108](#). The benefits and burdens of this Agreement are assignable by University.
- 15.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 15.3 **Tax Certification.** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 15.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008](#) and [2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 15.5 **Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.
- 15.6 **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 University and will constitute the entire Agreement and understanding between the parties 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 University and Contractor. All Exhibits are attached to this Agreement and incorporated for all purposes.
- 15.7 **Force Majeure.** Neither 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 University may continue to healthcare, research and other mission critical services during the occurrence.
- 15.8 **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.

- 15.9 **Venue; Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions and all of the rights and obligations of its parties, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 15.10 **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.
- 15.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, **University Records**). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. 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 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 University Rules regarding access to and use of University's computer systems, including UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.
- 15.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 15.11.2 **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 University will be (1) returned to University, 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 University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 15.11.3 **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 15.11**.

- 15.11.4 **Press Releases.** Except when defined as part of Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 15.11.5 **Public Information.** University strictly adheres 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 University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 15.11.6 **Termination.** In addition to any other termination rights in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 15.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 15.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 15.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.
- 15.14 **Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mailed, 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 provided below) or email (to the extent an email address is provided below), when received:

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

with copy to: The Office of Risk Management
The University of Texas System
210 West 6th St, Room B.140E
Austin, TX 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 University pursuant to [§2251.054, Texas Government Code](#), then Contractor will send that notice to University as follows:

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

with copy to: The Office of Risk Management
Attention: Michelle Bost
The University of Texas System
210 West 6th St, Room B.140E
Austin, TX 78701
Fax: 512-499-4524
Email: mbost@utsystem.edu

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

- 15.15 **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.
- 15.16 **State Auditor's Office.** Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 15.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY 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.
- 15.18 **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 9.6, 12, 15.5, 15.9, 15.10, 15.11, 15.13, 15.16, 15.17, 15.19** and **15.21**.

15.19 Breach of Contract Claims.

15.19.1 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 University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

15.19.1.1 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 University 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 University 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 University, or another officer of University as may be designated from time to time by University 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.

15.19.1.2 If the parties are unable to resolve their disputes under **Section 15.19.1.1**, 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 University.

15.19.1.3 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 University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

15.19.2 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.

15.19.3 University and Contractor agree that any periods provided in this Agreement for notice and cure of defaults are not waived.

15.20 **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, University may terminate this Agreement in accordance with **Section 11**. 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.

15.21 **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'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, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

15.22 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy: <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, University's Standards of Conduct Guide: <http://www.utsystem.edu/sites/utsfiles/documents/policies-rules/ut-system-administration-standards-conduct-guide/ut-system-administration-standards-conduct-guide.pdf>, and applicable state ethics laws and rules at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University'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.

Further, Contractor agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Proposers may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing

the information on TEC's website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

- 15.23 **Enforcement.** Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing Work. Contractor's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University 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.
- 15.24 **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract Work in accordance with the Historically Underutilized Business Subcontracting Plan (**HSP**) (ref. **Exhibit E**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, **TPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University 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 University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with [34 TAC §§20.101 through 20.108](#). University may also revoke this Agreement for breach and make a claim against Contractor.
- 15.24.1 **Changes to the HSP.** If at any time during the Term, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with [34 TAC §20.14](#); (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 15.6** to replace the HSP with the revised subcontracting plan.
- 15.24.2 **Expansion of Work.** If University expands the scope of Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for Work. If University 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 §20.14](#) 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 University without prior authorization and without complying with [34 TAC §20.14](#), Contractor will be deemed to be in breach of this Agreement under **Section 11** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.14](#). University may report nonperformance under this Agreement to the TPSS in accordance with [34 TAC §§20.101 through 20.108](#).

15.25 **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, Contractor will (1) provide University with a list (**List**) of all individuals who may be assigned to perform Work on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus 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 on University's premises.

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

15.26 **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 University of a licensed independent practitioner's privileging file; and (e) provide University with periodic reports of its quality assurance indicators and/or permit University to conduct periodic quality assurance audits of Work.

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

THE UNIVERSITY OF TEXAS SYSTEM

By: _____
Name: Dr. Scott Kelley
Title: Executive Vice Chancellor For Business Affairs

Approved as to Content:

By: _____
Name: Patrick Durbin
Title: Manager of Risk Control

CONTRACTOR:

By: _____
Name: _____

Title:

Attach:

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

EXHIBIT B – Contractor Rate Schedule

EXHIBIT C – UTS Approved TSD Facilities

EXHIBIT D – UTS Approved Transporters

EXHIBIT E – HUB Subcontracting Plan

EXHIBIT A

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

CONTRACTOR COORDINATOR:

Name and Title: _____
Address: _____
Cite, State: _____
Phone: _____
Fax: _____
Email: _____

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

UTS CONTRACT COORDINATOR:

Ms. Michelle Bost
The University of Texas System
Claudia Taylor Johnson Hall
210 W. 6th Street, Suite B.140E
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

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

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

Ms. I. Anderson
UT Austin
PO Box 7729, M/C 2600
Austin, TX 78713

INSTITUTION COORDINATORS:

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
5323 Harry Hines Blvd.
Dallas, TX 75390-9013
Phone: 214/648-2250
Fax: 214/648-8320

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
P. O. Box 20036
Houston, TX 77225
Phone: 713/500-8100
Fax: 713/500-8111

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

Dorian Evans
UT Dallas
Manager, Environmental & Hazardous Waste Programs
800 W. Campbell Rd. RL 10
Richardson, TX 75080
Phone: 972/883-5739 or 214/ 563-4955

Patrick Conley
UT Southwestern Medical Center
5323 Harry Hines Blvd
Dallas, TX 75390-9053
Office 214/648-2250
Patrick.conley@utsouthwestern.edu

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 77555-108
Phone: 409/747-0515

Mr. Alan Lucas
UT Health Science Center at Houston
1851 Crosspoint, OCB1.330, PO Box 20036
Houston, TX 77225
Phone: 713/500-8104

INSTITUTION COORDINATORS:

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: 915/552-2778
Fax: 915/552-2770

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

Mr. Brian Moroney
UT San Antonio
6900 N. Loop 1604 W.
San Antonio, TX 78249-672
Phone: 210/458-5250
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
Claudia Taylor Johnson Hall
210 W. 6th Street, Suite B.140E
Austin, TX 78701
Phone: 512/499-4746
Fax: 512/499-4524

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

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. Lail Grant
UT Permian Basin
4901 E. University
Odessa, TX 79762-0001
Phone: 915/552-2778

Mr. Mike Gilmer
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
6900 N. Loop 1604 W.
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
Claudia Taylor Johnson Hall
210 W. 6th Street, Suite B.140E
Austin, TX 78701
Phone: 512/499-4211

EXHIBIT B

CONTRACTOR RATE SCHEDULE

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.001	Lab Pack (Non Oxidizing)	55 gallon drum	Each			
1.002	Lab Pack (Non Oxidizing)	30 gallon drum	Each			
1.003	Lab Pack (Non Oxidizing)	20 gallon drum	Each			
1.004	Lab Pack (Non Oxidizing)	10-15 gallon drum	Each			
1.005	Lab Pack (Non Oxidizing)	1-6.5 gallon drum	Each			
1.006	Lab Pack (Non Oxidizing)	55 gallon drum	Each			
1.007	Lab Pack (Non Oxidizing)	30 gallon drum	Each			
1.007A	Lab Pack (Non Oxidizing)	20 gallon drum	Each			
1.008	Lab Pack (Non Oxidizing)	10-15 gallon drum	Each			
1.009	Lab Pack (Non Oxidizing)	1-6.5 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.010	Lab Pack (Non Oxidizing/Non Reactive)	55 gallon drum	Each			
1.011	Lab Pack (Non Oxidizing/Non Reactive)	30 gallon drum	Each			
1.012	Lab Pack (Non Oxidizing/Non Reactive)	20 gallon drum	Each			
1.013	Lab Pack (Non Oxidizing/Non Reactive)	10-15 gallon drum	Each			
1.014	Lab Pack (Non Oxidizing/Non Reactive)	5-6.5 gallon drum	Each			
1.015	Bulk Flammable Liquids : Non-halogenated <2% chlorine; <8% solids; <10% water:	85 gallon drum	Each			
1.016	Bulk Flammable Liquids : <u>Non</u> halogenated <2% chlorine; <8% solids; <10% water:	55 gallon drum	Each			
1.017	Bulk Flammable Liquids : <u>Non</u> halogenated <2% chlorine; <8% solids; <10% water:	30 gallon drum	Each			
1.018	Bulk Flammable Liquids : <u>Non</u> halogenated <2% chlorine; <8% solids; <10% water	20 gallon drum	Each			
1.019	Bulk Flammable Liquids : <u>Non</u> halogenated <2% chlorine; <8% solids; <10% water	10-15 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.020	Bulk Flammable Liquids : Non halogenated <2% chlorine; <8% solids; <10% water	1-6.5 gallon drum	Each			
1.021	Bulk Flammable Liquids : Non halogenated <2% chlorine; <10% solids; <25% water	85 gallon drum	Each			
1.022	Bulk Flammable Liquids : Non halogenated <2% chlorine; <10% solids; <25% water	55 gallon drum	Each			
1.023	Bulk Flammable Liquids : Non halogenated <2% chlorine; <10% solids; <25% water	30 gallon drum	Each			
1.024	Bulk Flammable Liquids : Non halogenated <2% chlorine; <10% solids; <25% water	20 gallon drum	Each			
1.025	Bulk Flammable Liquids : Non halogenated <2% chlorine; <10% solids; <25% water	10-15 gallon drum	Each			
1.026	Bulk Flammable Liquids : Non halogenated <2% chlorine; <10% solids; <25% water	1-6.5 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.027	Bulk Multi-Component - Halogenated <10% solids; <10% Halogenated	55 gallon drum	Each			
1.028	Bulk Multi-Component - Halogenated <10% solids; <10% Halogenated	30 gallon drum	Each			
1.029	Bulk Multi-Component - Halogenated <10% solids; >10% but <25% Halogenated	55 gallon drum	Each			
1.030	Bulk Multi-Component - Halogenated <10% solids; >10% but <25% Halogenated	30 gallon drum	Each			
1.031	Bulk Multi-Component - Halogenated <10% solids; >10% but <25% Halogenated	20 gallon drum	Each			
1.032	Bulk Multi-Component - Halogenated <10% solids; >10% but <25% Halogenated	10-15 gallon drum	Each			
1.033	Bulk Multi-Component - Halogenated <10% solids; >10% but <25% Halogenated	1-6.5 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.034	Bulk Multi-Component - Halogenated <10% solids; >25% Halogenated	55 gallon drum	Each			
1.035	Bulk Multi-Component - Halogenated <10% solids; >25% Halogenated	30 gallon drum	Each			
1.036	Bulk Multi-Component - Halogenated <10% solids; >25% Halogenated	30 gallon drum	Each			
1.037	Bulk Multi-Component - Halogenated <10% solids; >25% Halogenated	20 gallon drum	Each			
1.038	Bulk Multi-Component - Halogenated <10% solids; >25% Halogenated	10-15 gallon drum	Each			
1.039	Bulk Single Component Halogenated Recoverable 80%	55 gallon drum	Each			
1.039	Bulk Single Component Halogenated Recoverable 80%	30 gallon drum	Each			
1.040	Aqueous Waste Stream Contaminated with F-Listed Solvents	55 gallon drum	Each			
1.041	Aqueous Waste Stream Contaminated with F-Listed Solvents	30 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.042	Aqueous Waste Stream 97% Water; <2% Organic; <1% Metals - Silver or Chromium	55 gallon drum	Aqueous Each			
1.043A	Aqueous Waste Stream 97% Water; <2% Organic; <1% Metals - Ag or Cr	30 gallon drum	Each			
1.043B	Aqueous Waste Stream 97% Water; <2% Organic; <1% Metals - Ag or Cr	20 gallon drum	Each			
1.043C	Aqueous Waste Stream 97% Water; <2% Organic; <1% Metals - Ag or Cr	10-15 gallon drum	Each			
1.043D	Aqueous Waste Stream 97% Water; <2% Organic; <1% Metals - Ag or Cr	1-6.5 gallon drum	Each			
1.044	Waste Paint <10% Solids; <10% Water; BTU >5,000	55 gallon drum	Each			
1.045A	Waste Paint <10% Solids; <10% Water; BTU >5,000	30 gallon drum	Each			
1.045B	Waste Paint <10% Solids; <10% Water; BTU >5,000	20 gallon drum	Each			
1.045C	Waste Paint <10% Solids; <10% Water; BTU >5,000	10-15 gallon drum	Each			
1.045D	Waste Paint <10% Solids; <10% Water; BTU >5,000	1-6.5 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.046	Waste Paint Class 1 Nonhazardous, Latex and Water	55 gallon drum	Each			
1.047A	Waste Paint Class 1 Nonhazardous, Latex and Water	30 gallon drum	Each			
1.047B	Waste Paint Class 1 Nonhazardous, Latex and Water	20 gallon drum	Each			
1.047C	Waste Paint Class 1 Nonhazardous, Latex and Water	10-15 gallon drum	Each			
1.047D	Waste Paint Class 1 Nonhazardous, Latex and Water	1-6.5 gallon drum	Each			
1.048	Bulk Corrosive Stream - Corrosive Liquid; pH \leq 2.1 or pH \geq 12.0	55 gallon drum	Each			
1.049A	Bulk Corrosive Stream - Corrosive Liquid; pH \leq 2.1 or pH \geq 12.0	30 gallon drum	Each			
1.049B	Bulk Corrosive Stream - Corrosive Liquid; pH \leq 2.1 or pH \geq 12.0	20 gallon drum	Each			
1.049C	Bulk Corrosive Stream - Corrosive Liquid; pH \leq 2.1 or pH \geq 12.0	10-15 gallon drum	Each			
1.049D	Bulk Corrosive Stream - Corrosive Liquid; pH \leq 2.1 or pH \geq 12.0	1-6.5 gallon drum	Each			
1.050A	Bulk Corrosive Stream - Corrosive Solids; No Treatment Required	55 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.050B	Bulk Corrosive Stream - Corrosive Solids; No Treatment Required	30 gallon drum	Each			
1.050C	Bulk Corrosive Stream - Corrosive Solids; No Treatment Required	20 gallon drum	Each			
1.050D	Bulk Corrosive Stream - Corrosive Solids; No Treatment Required	10-15 gallon drum	Each			
1.050E	Bulk Corrosive Stream - Corrosive Solids; No Treatment Required	1-6.5 gallon drum	Each			
1.051A	Bulk Corrosive Stream Corrosive Solids; Treatment Required	55 gallon drum	Each			
1.051B	Bulk Corrosive Stream Corrosive Solids; Treatment Required	30 gallon drum	Each			
1.051C	Bulk Corrosive Stream Corrosive Solids; Treatment Required	20 gallon drum	Each			
1.051D	Bulk Corrosive Stream Corrosive Solids; Treatment Required	10-15 gallon drum	Each			
1.051E	Bulk Corrosive Stream Corrosive Solids; Treatment Required	1-6.5 gallon drum	Each			
1.052A	Bulk Corrosive Stream Organic Corrosive Liquid; pH=<2.1 or pH>12.0	55 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.052B	Bulk Corrosive Stream Organic Corrosive Liquid; pH=<2.1 or pH>12.0	30 gallon drum	Each			
1.052C	Bulk Corrosive Stream Organic Corrosive Liquid; pH=<2.1 or pH>12.0	20 gallon drum	Each			
1.052D	Bulk Corrosive Stream Organic Corrosive Liquid; pH=<2.1 or pH>12.0	10-15 gallon drum	Each			
1.052E	Bulk Corrosive Stream Organic Corrosive Liquid; pH=<2.1 or pH>12.0	1-6.5 gallon drum	Each			
1.053A	Bulk Landfill Meeting Treatment Standards Liquids	55 gallon drum	Each			
1.053B	Bulk Landfill Meeting Treatment Standards Liquids	30 gallon drum	Each			
1.053C	Bulk Landfill Meeting Treatment Standards Liquids	20 gallon drum	Each			
1.053D	Bulk Landfill Meeting Treatment Standards Liquids	10-15 gallon drum	Each			
1.053E	Bulk Landfill Meeting Treatment Standards Liquids	1-6.5 gallon drum	Each			
1.054A	Bulk Landfill Meeting Treatment Standards Solids	55 gallon drum	Each			
1.054B	Bulk Landfill Meeting Treatment Standards Solids	30 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.054C	Bulk Landfill Meeting Treatment Standards Solids	20 gallon drum	Each			
1.054D	Bulk Landfill Meeting Treatment Standards Solids	10-15 gallon drum	Each			
1.054E	Bulk Landfill Meeting Treatment Standards Solids	1-6.5 gallon drum	Each			
1.055	Chemical Spill Clean-up Material	55 gallon drum	Each			
1.055B	Chemical Spill Clean-up Material	30 gallon drum	Each			
1.055C	Chemical Spill Clean-up Material	20 gallon drum	Each			
1.055D	Chemical Spill Clean-up Material	10-15 gallon drum	Each			
1.055E	Chemical Spill Clean-up Material	1-6.5 gallon drum	Each			
1.056	Oil Spill Clean-up Material and Debris	20 cubic yard Roll-off	Each			
1.057	Oil Spill Clean-up Material and Debris	55 gallon drum	Each			
1.058A	Oil Spill Clean-up Material and Debris	30 gallon drum	Each			
1.058B	Oil Spill Clean-up Material and Debris	20 gallon drum	Each			
1.058C	Oil Spill Clean-up Material and Debris	10-15 gallon drum	Each			
1.059	Oil Spill Clean-up Material and Debris	1-6.5 gallon drum	Each			
1.060	Lead Contaminated Material	20 cubic yard Roll-off	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.061	Lead Contaminated Material	55 gallon drum	Each			
1.062A	Lead Contaminated Material	30 gallon drum	Each			
1.062B	Lead Contaminated Material	20 gallon drum	Each			
1.062C	Lead Contaminated Material	10-15 gallon drum	Each			
1.063	Lead Contaminated Material	1-6.5 gallon drum	Each			
1.064	Solids/Liquids for Incineration Contaminated dirt, oil-dri, floor sweep, diatomaceous earth, bentonite clay, sandblast media, contaminated grit.	Varies	Pound			
1.065	Solids/Liquids for Incineration Contaminated rags, debris, PPE, empty bags, plastic, printer ribbons, wood, cardboard, paper, paint chips, paint filters.	Varies	Pound			
1.065A	Solids/Liquids for Incineration Contaminated rags, debris, PPE, empty bags, plastic, printer ribbons, wood, cardboard, paper, paint chips, paint filters.	55 gallons	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.065B	Solids/Liquids for Incineration Contaminated rags, debris, PPE, empty bags, plastic, printer ribbons, wood, cardboard, paper, paint chips, paint filters.	30 gallons	Each			
1.065C	Solids/Liquids for Incineration Contaminated rags, debris, PPE, empty bags, plastic, printer ribbons, wood, cardboard, paper, paint chips, paint filters.	20 gallons	Each			
1.065D	Solids/Liquids for Incineration Contaminated rags, debris, PPE, empty bags, plastic, printer ribbons, wood, cardboard, paper, paint chips, paint filters.	10-15 gallon	Each			
1.065E	Solids/Liquids for Incineration Contaminated rags, debris, PPE, empty bags, plastic, printer ribbons, wood, cardboard, paper, paint chips, paint filters.	1-6.5 gallon	Each			
1.066	Reactive Waste (Lab Pack)	Varies	Pound			
1.067	Mercury Compounds >260ppm Mercury	Varies (See Minimum Charges Below)	Pound			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.068	Mercury Compounds >260ppm Mercury-Inorganic	1-6.5 gallon drum	Each			
1.069A	Mercury Compounds >260ppm Mercury-Inorganic	30 gallon drum	Each			
1.069B	Mercury Compounds >260ppm Mercury-Inorganic	10-15 gallon drum	Each			
1.069C	Mercury Compounds >260ppm Mercury-Inorganic	55 gallon drum	Each			
1.069D	Mercury Compounds >260ppm Mercury-Inorganic	20 gallon	Each			
1.070A	Mercury Solvents with Mercury: >260ppm Mercury	55 gallon drum	Each			
1.070B	Mercury Solvents with Mercury: >260ppm Mercury	30 gallon drum	Each			
1.070C	Mercury Solvents with Mercury: >260ppm Mercury	20 gallon drum	Each			
1.070D	Mercury Solvents with Mercury: >260ppm Mercury	10-15 gallon drum	Each			
1.071	Mercury Solvents with Mercury: >260ppm Mercury	1-6.5 gallon drum	Each			
1.072A	Mercury Solvents with Mercury: <260ppm Mercury	55 gallon drum	Each			
1.072B	Mercury Solvents with Mercury: <260ppm Mercury	30 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.072C	Mercury Solvents with Mercury: <260ppm Mercury	20 gallon drum	Each			
1.072D	Mercury Solvents with Mercury: <260ppm Mercury	10-15 gallon drum	Each			
1.072E	Mercury Solvents with Mercury: <260ppm Mercury	1-6.5 gallon drum	Each			
1.073A	Mercury Aqueous Waste with Mercury: <260ppm Mercury	55 gallon drum	Each			
1.073B	Mercury Aqueous Waste with Mercury: <260ppm Mercury	30 gallon drum	Each			
1.073C	Mercury Aqueous Waste with Mercury: <260ppm Mercury	20 gallon drum	Each			
1.073D	Mercury Aqueous Waste with Mercury: <260ppm Mercury	10-15 gallon drum	Each			
1.073E	Mercury Aqueous Waste with Mercury: <260ppm Mercury	1-6.5 gallon drum	Each			
1.074A	Mercury Aqueous Waste with Mercury: >260ppm Mercury	55 gallon drum	Each			
1.074B	Mercury Aqueous Waste with Mercury: >260ppm Mercury	30 gallon drum	Each			
1.074C	Mercury Aqueous Waste with Mercury: >260ppm Mercury	20 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.074D	Mercury Aqueous Waste with Mercury: >260ppm Mercury	10-15 gallon drum	Each			
1.074E	Mercury Aqueous Waste with Mercury: >260ppm Mercury	1-6.5 gallon drum	Each			
1.075A	Mercury Debris with Mercury: <260ppm Mercury	55 gallon drum	Each			
1.075B	Mercury Debris with Mercury: <260ppm Mercury	30 gallon drum	Each			
1.075C	Mercury Debris with Mercury: <260ppm Mercury	20 gallon drum	Each			
1.075D	Mercury Debris with Mercury: <260ppm Mercury	10-15 gallon drum	Each			
1.075E	Mercury Debris with Mercury: <260ppm Mercury	1-6.5 gallon drum	Each			
1.076	Mercury Debris with Mercury: <260ppm Mercury	55 gallon drum	Each			
1.077	Mercury Debris with Mercury: >260ppm Mercury	1-6.5 gallon drum	Each			
1.078A	Mercury Debris with Mercury: >260ppm Mercury	55 gallon drum	Each			
1.078B	Mercury Debris with Mercury: >260ppm Mercury	30 gallon drum	Each			
1.078C	Mercury Debris with Mercury: >260ppm Mercury	20 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.078D	Mercury Debris with Mercury: >260ppm Mercury	10-15 gallon drum	Each			
1.079	Mercury Debris with Mercury: >260ppm Mercury	1-6.5 gallon drum	Each			
1.080A	Mercury Dirt with Mercury Solids: <260ppm Mercury	55 gallon drum	Each			
1.080B	Mercury Dirt with Mercury Solids: <260ppm Mercury	30 gallon drum	Each			
1.080C	Mercury Dirt with Mercury Solids: <260ppm Mercury	20 gallon drum	Each			
1.080D	Mercury Dirt with Mercury Solids: <260ppm Mercury	10-15 gallon drum	Each			
1.080E	Mercury Dirt with Mercury Solids: <260ppm Mercury	1-6.5 gallon drum	Each			
1.081	Mercury Dirt with Mercury Solids: >260ppm Mercury	55 gallon drum	Each			
1.081	Mercury Dirt with Mercury Solids: >260ppm Mercury	30 gallon drum	Each			
1.081	Mercury Dirt with Mercury Solids: >260ppm Mercury	20 gallon drum	Each			
1.081	Mercury Dirt with Mercury Solids: >260ppm Mercury	10-15 gallon drum	Each			
1.081	Mercury Dirt with Mercury Solids: >260ppm Mercury	1-6.5 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.082A	Aerosol Disposal (No Minimum) Charge Includes Total Container Weight	Various	Pound			
1.083A	Aerosol Pack (no Vermiculite)	1-6.5 gallon drum	Each			
1.086	Thin-Walled Cylinders for <i>Incineration</i>	1-6.5 gallon drum	Each			
1.087	Thin-Walled Cylinders for Treatment	1-6.5 gallon drum	Each			
1.088	Compressed Gas Cylinder Disposal (Lecture Bottles) 3" x 12"	Lecture Bottles	Cyl.			
1.089	Compressed Gas Cylinder Disposal (Lecture Bottles) 4" x 24"	Lecture Bottles 4" x 24"	Cyl.			
1.089.1	Liquid Cylinders Class 1 (Non-Flammable)	Lecture Bottles 4" x 24"	Cyl.			
1.089.2	Liquid Cylinders Class 2 (Flammable)	Lecture Bottles 4" x 24"	Cyl.			
1.089.3	Liquid Cylinders Class 3 (Poisons)	Lecture Bottles 4" x 24"	Cyl.			
1.089.4	Liquid Cylinders Class 4 (Corrosives)	Lecture Bottles 4" x 24"	Cyl.			
1.089.5	Liquid Cylinders Class 5 (Special)	Lecture Bottles 4" x 24"	Cyl.			
1.089.6	Liquid Cylinders Class 6 (Freons)	Lecture Bottles 4" x 24"	Cyl.			
1.089.7	Liquid Cylinders Class 7 (Air/Water Reactive or Pyrophorics)	Lecture Bottles 4" x 24"	Cyl.			
1.089.8	Liquid Cylinders Class 8 (Toxics)	Lecture Bottles 4" x 24"	Cyl.			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.089.9	Liquid Cylinders Class 9 (Oxidizers)	Lecture Bottles 4" x 24"	Cyl.			
1.090	Compressed Gas Cylinder Disposal (Contractor provide other cylinder categories by size and type of gas)	See List Below	Cyl.			
1.090.1	Group A - Compressed Inert and Calibrations Gases)	up to 4 Dx24L	Cyl.			
1.090.2		up to 12 Dx36L	Cyl.			
1.090.3		up to 16 Dx56L	Cyl.			
1.090.4		up to 20 Dx83 L	Cyl.			
1.090.5		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.6	Group B - Halogenated Gases, Freon, Halon	up to 4 Dx24 L	Cyl.			
1.090.7		up to 12 Dx36 L	Cyl.			
1.090.8		up to 16 Dx56 L	Cyl.			
1.090.9		up to 20 Dx83 L	Cyl.			
1.090.10		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.11	Group C - Flammable and Liquefied Gases	up to 4 Dx24 L	Cyl.			
1.090.12		up to 12 Dx36 L	Cyl.			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.090.13		up to 16 Dx56 L	Cyl.			
1.090.14		up to 20 Dx83 L	Cyl.			
1.090.15		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.16	Group D - Flammable, Toxic, Liquified Gases, Amines, Odorous	up to 4 Dx24 L	Cyl.			
1.090.17		up to 12 Dx36 L	Cyl.			
1.090.18		up to 16 Dx56 L	Cyl.			
1.090.19		up to 20 Dx83 L	Cyl.			
1.090.20		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.21		Group E - Oxidizing and/or Toxic Gases	up to 4 Dx24 L	Cyl.		
1.090.22	up to 12 Dx36 L		Cyl.			
1.090.23	up to 16 Dx56 L		Cyl.			
1.090.24	up to 20 Dx83 L		Cyl.			
1.090.25	1/2 Ton (30x52 or 20x83)		Cyl.			
1.090.26	Group F - Corrosive, Ammonia Gases	up to 4 Dx24 L	Cyl.			
1.090.27		up to 12 Dx36 L	Cyl.			
1.090.28		up to 16 Dx56 L	Cyl.			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.090.29	Group G - Highly Toxic Gases	up to 20 Dx83 L	Cyl.			
1.090.30		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.31		up to 4 Dx24 L	Cyl.			
1.090.32		up to 12 Dx36 L	Cyl.			
1.090.33		up to 16 Dx56 L	Cyl.			
1.090.34		up to 20 Dx83 L	Cyl.			
1.090.35		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.36	Group H - Oxygen	up to 4 Dx24 L	Cyl.			
1.090.37		up to 12 Dx36 L	Cyl.			
1.090.38		up to 16 Dx56 L	Cyl.			
1.090.39		up to 20 Dx83 L	Cyl.			
1.090.40		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.41		Group I - Acid Gases	up to 4 Dx24 L	Cyl.		
1.090.42	up to 12 Dx36 L		Cyl.			
1.090.43	up to 16 Dx56 L		Cyl.			
1.090.44	up to 20 Dx83 L		Cyl.			
1.090.45	1/2 Ton (30x52 or 20x83)		Cyl.			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.090.46	Group J - Acetylene	up to 4 Dx24 L	Cyl.			
1.090.47		up to 12 Dx36 L	Cyl.			
1.090.48		up to 16 Dx56 L	Cyl.			
1.090.49		up to 20 Dx83 L	Cyl.			
1.090.50		1/2 Ton (30x52 or 20x83)	Cyl.			
1.090.51	Group K - Evaluate and Ship	up to 4 Dx24 L	Cyl.			
1.090.52		up to 12 Dx36 L	Cyl.			
1.090.53		up to 16 Dx56 L	Cyl.			
1.090.54		up to 20 Dx83 L	Cyl.			
1.090.55		1/2 Ton (30x52 or 20x83)	Cyl.			
1.091	PCB Contaminated Material Mixed Waste	Various	Pound			
1.092	PCB Contaminated Material Out of Service < 1 year	85 gallon drum	Pound			
1.093	PCB Contaminated Material Out of Service < 1 year	55 gallon drum	Pound			
1.094	PCB Contaminated Material Out of Service < 1 year	30 gallon drum	Pound			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.095A	PCB Contaminated Material Out of Service < 1 year	20 gallon drum	Pound			
1.095B	PCB Contaminated Material Out of Service < 1 year	10-15 gallon drum	Pound			
1.095C	PCB Contaminated Material Out of Service < 1 year	1-6.5 gallon drum	Pound			
1.096	PCB Contaminated Material Out of Service < 1 year	85 gallon drum	Pound			
1.097	PCB Contaminated Material Out of Service < 1 year	55 gallon drum	Pound			
1.098	PCB Contaminated Material Out of Service < 1 year	30 gallon drum	Pound			
1.099	PCB Contaminated Material Out of Service < 1 year	20 gallon drum	Pound			
1.099	PCB Contaminated Material Out of Service < 1 year	10-15 gallon drum	Pound			
1.099	PCB Contaminated Material Out of Service < 1 year	1-6.5 gallon drum	Pound			
1.100	Explosive Wastes	Varies	Pound			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDF(s)	PROPOSED RATES
1	DISPOSAL					
1.105	Gaylord Box (Paint and Paint related materials)	Yard box	Each			
1.106	Lithium Batteries	Varies	Pound			
1.107	Mercury Salts	10-15 gallon drum	Each			
1.108	Mercury Salts	30 gallon drum	Each			
1.109	Fluorescent Light Bulbs 8 ft lamp	Manufacturer's box	Box			
1.110	Fluorescent Light Bulbs -U-Shape Bulbs	NA	Each			
1.111	Fluorescent Light Bulbs- 8 ft lamp	Round Boxes	Each			
1.112	Fluorescent Light Bulbs- 4 ft lamp	Round Boxes	Each			
1.113	Mixed Acid	20 Gallon	Each			
1.114	Mixed Acid	5 Gallon	Each			
1.115A	Arsenic Trioxide	5-6.5 Gallon	Each			
1.115B	Arsenic Trioxide	10-15 gallon	Each			
1.115C	Arsenic Trioxide	20 gallon	Each			
1.115D	Arsenic Trioxide	30 gallon	Each			
1.115E	Arsenic Trioxide	55 gallon	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
1	DISPOSAL					
1.116	Dioxins	30 Gallon	Each			
1.117	Dioxins	10-15 Gallon	Each			
1.118A	Dioxins	5-6.5 Gallon	Each			
1.118B	Dioxins	20 gallon	Each			
1.118C	Dioxins	55 gallon	Each			
1.119	Alkaline Batteries	All container sizes	Pound			
1.120	Nonhazardous water contaminated with organics	275-gallon totes	Tote			
1.121	Broken/Leaking Lead Acid Batteries	All container sizes	Pound			
1.122	Nonhazardous solid bulk pallet	All container sizes	Pallet			
1.123	Photo Multiplier	All container sizes	Pound			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
2	RECYCLING					
2.01A	Oils recycled for original intended use	55 gallon drum	Each			
2.01B	Oils recycled for original intended use	30 gallon drum	Each			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
2	RECYCLING					
2.01C	Oils recycled for original intended use	20 gallon drum	Each			
2.01D	Oils recycled for original intended use	10-15 gallon drum	Each			
2.011	Oils recycled for original intended use	1-6.5 gallon drum	Each			
2.02	Solvents recycled for original intended use	55 gallon drum	Each			
2.03	Methylene chloride >75% pure	55 gallon drum	Each			
2.04	Trichloroethylene >75% pure	55 gallon drum	Each			
2.05	Freon 113 >75% pure	55 gallon drum	Each			
2.06	1,1,1 - Trichloroethane >75% pure	55 gallon drum	Each			
2.07	Tetrachloroethylene >75% pure	55 gallon drum	Each			
2.08	Non-halogenated solvents >75% pure	55 gallon drum	Each			
2.09	Lead Acid Batteries	Varies	Pound			
2.10	Nickel-cadmium Batteries	Varies	Pound			
2.11A	Elemental Mercury	1-6.5 gallon drum	Each			
2.11B	Elemental Mercury	10-15 gallon	Pound			
2.11C	Elemental Mercury	20 gallon	Pound			
2.11D	Elemental Mercury	30 gallon	Pound			
2.11E	Elemental Mercury	55 gallon	Pound			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
2	RECYCLING					
2.12	Recoverable Mercury	1-6.5 gallon drum	Each			
2.13A	Mercury-Bearing Devices	1-6.5 gallon drum	Each			
2.13B	Mercury-Bearing Devices	10-15 gallon	Pound			
2.13C	Mercury-Bearing Devices	20 gallon	Pound			
2.13D	Mercury-Bearing Devices	30 gallon	Pound			
2.14	Mercury-Bearing Devices	55 gallon drum	Each			
2.15	Non-leaking PCB Ballasts	55 gallon drum	Pound			
2.16	PCB oil <500 ppm	55 gallon drum	Pound			
2.17	Fluorescent Light Bulbs	Manufacturer's Box	Each			
2.18	Aqueous Metal Solutions	55 gallon drum	Each			
2.19	Lead Shot Debris	55 gallon drum	Each			
2.20	Compact Fluorescent Light Bulbs	one bulb	Each			
2.22	HID Lamps	NA	Lamp			
2.23	Metallic Lead	Varies	Pound			
2.24	Non-PCB Ballasts	Varies	Pound			
2.26	Computer Monitors / CRT's	Varies	Pound			
2.27	Scrap computer equipment, electronics	Varies	Pound			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED TSDf(s)	PROPOSED RATES
2	RECYCLING					
2.28	Alkaline Batteries	Varies	Pound			
2.29	Mercury Batteries	All container sizes	Pound			
2.30	Nickel Metal Hydride Batteries	All container sizes	Pound			
2.31	Silver Oxide Batteries	All container sizes	Pound			
2.32	Zinc Carbon Batteries	All container sizes	Pound			

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	PROPOSED RATES
3	MATERIALS			
3.01	New 85-G Drum that meets appropriate shipping regulations, Open Head: Metal	851A2	Each	
3.02A	New 55-G Drum that meets appropriate shipping regulations, Open Head: Metal	551A2	Each	
3.02B	New 55-G Drum that meets appropriate shipping regulations, Closed Head: Metal	551A1	Each	
3.03A	New 30-G Drum that meets appropriate shipping regulations, Open Head: Metal	301A2	Each	
3.03B	New 30-G Drum that meets appropriate shipping regulations, Closed Head: Metal	301A1	Each	
3.03C	New 20-G Drum that meets appropriate shipping regulations, Closed Head: Metal	201A1	Each	
3.04	New 14-G Drum that meets appropriate shipping regulations, Open Head: Metal	141A2	Each	

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	PROPOSED RATES
3	MATERIALS			
3.05	New 5-G Drum that meets appropriate shipping regulations, Open Head: Metal	051A2	Each	
3.06A	New 55-G Drum that meets appropriate shipping regulations, Open Head: Poly	551H2	Each	
3.06B	New 55-G Drum that meets appropriate shipping regulations, Closed Head Poly	551H1	Each	
3.07A	New 30-G Drum that meets appropriate shipping regulations, Open Head: Poly	301H2	Each	
3.07B	New 30-G Drum that meets appropriate shipping regulations, Closed Head: Poly	301H1	Each	
3.071	New 15-G Drum that meets appropriate shipping regulations, Closed Head Poly	151H1	Each	
3.08	New 14-G Drum that meets appropriate shipping regulations, Open Head: Poly	141H2	Each	
3.09A	New 55-G Drum that meets appropriate shipping regulations, Open Head: Fiber	551G	Each	
3.09B	New 30-G Drum that meets appropriate shipping regulations, Open Head: Fiber	301G	Each	
3.11	New 14-G Drum that meets appropriate shipping regulations, Open Head: Fiber	141G	Each	
3.15	Reconditioned 55-G Drum that meets appropriate shipping regulations, Open Head: Metal	551A2	Each	
3.27	Absorbent Media	19 Pound Bag	Each	
3.28	DOT Labels		Each	
3.29	EPA Labels		Each	

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	PROPOSED RATES
3	MATERIALS			
3.30	Protective Gear - Level A (/ person/day)		Each	
3.31	Protective Gear - Level B (/person/day)		Each	
3.32	Protective Gear - Level C (/person/day)		Each	
3.33	Protective Gear - Level D (/person/day)		Each	
3.34	Gaylord Box with Pallet and Liner		Each	
3.35	8 ft. Lamp Box		Each	
3.36	4 ft. Lamp Box		Each	
3.37	4 ft. Lamp Box Round		Each	
3.38	8 ft. Lamp Box Round		Each	
3.39A	New 55 Gallon Open Top Metal		Each	
3.39B	Refurbished 55 Gallon Open Top Metal		Each	
3.40A	New Jerri Pails screw tops with Lid	5 gallon Carboy 51H1	Each	
3.40B	Refurbished Jerri Pails screw tops with Lid	5 gallon Carboy 51H1	Each	
3.41A	New 6.5 Gallon Screw Top Polys (x, y rated)	6.51H2	Each	

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	PROPOSED RATES
3	MATERIALS			
3.41B	Refurbished 6.5 Gallon Screw Top Polys (x, y rated)	6.51H2	Each	
3.42	4G Packaging (box approximate size: 13 1/2" x 7 3/4" x 7 3/4") HAZMAT Poison Pack	4G	Each	
3.43	¾ Drum Faucets – Applicable to 5 gallon Carboys	NA	Each	
3.44	15 gallon close top poly	151H1	Each	
3.45	Spill Pads		Box (100 Count)	
3.46	Sample Jars		Each	
3.47	5 Gallon Open Top Metal	5 Gallon	Each	
3.48	Jerrican, Nalgene HDPE,	1.5 Gallon	6 bottles per case	
3.49	Jerrican, Nalgene HDPE,	2.5 Gallon	6 bottles per case	
3.50	Drum Bungs (Poly or Metal)	NA	Each	
3.51	Pallets	4ft x 4ft	Each	
3.52	Hand Pump	NA	Each	
3.53	Visqueen	NA	Roll	
3.54	Cooler Box with Dry Ice (Temperature Sensitives)	NA	Per Day	

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	PROPOSED RATES
3	MATERIALS			
3.55	4 Cf Extra Coarse Vermiculite	Bag	Bag	
3.56	275-Gallon Poly Tote W/ Aluminum Cage	275TP	Each	
3.57	95-Gallon Poly Salvage Drum	951H2	Each	
3.58	Fiber Tape	Box	Box	

LINE ITEM	ITEM DESCRIPTION	UNIT	PROPOSED RATES
4	LABOR		
4.01	Packaging, manifesting & other services (Chemist or Project Manager (also titled Field Supervisor))	Hour	
4.02	Packaging, manifesting & other services (Technical Assistant or Technician)	Hour	
4.03	Special Services Per Section 2.11	Hour	
4.04	Reactives Chemist	Hour	
4.05	Reactives On-site Deactivation Set up Fee	Per Project	
4.06	Explosive Wastes --- Sub-Contracted Alternative On-Site Deactivation – Manager	Hour	
4.07	Explosive Wastes --- Sub-Contracted Alternative On-Site Deactivation - Chemist	Hour	
4.08	Explosive Wastes --- Sub-Contracted Alternative On-Site Deactivation - Set-up Fee	Per Project	

LINE ITEM	ITEM DESCRIPTION	SUBCONTRACT (list vendor)	UNIT	PROPOSED RATES
5	TRANSPORTATION			
5.01	85-G Drum/Container		Each	
5.02	55-G Drum/Container		Each	
5.03	30-G Drum/Container		Each	
5.04	20-G Drum/Container		Each	
5.05	14-15-G Drum/Container		Each	
5.06	10-G Drum/Container		Each	
5.07	1-6.5 G Drum/Container		Each	
5.08	Gaylord Box		Each	
5.09	8 ft. Lamp Box		Each	
5.10	4 ft. Lamp Box		Each	
5.11	Cylinders		Each	
5.12	Explosive Wastes (Transportation) (previously item 1.101)		Mile	
5.13	275-Gallon Totes		Each	
5.14	Pallet		Each	
5.15	330-Gallon Totes		Each	

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED RATES
6	ADDITIONAL CONSIDERATIONS				
6.01	On-site Unknown Analysis conducted by 4.01 (Not Including Trans. & Disposal) FINGERPRINT ONLY.		Each		
6.02	Empty Drum Disposal Not Crushed – Poly or Metal	Various	Each		
6.03	Empty Drum Disposal crushed - Metal	Various	Each		
6.04	Lab Pack Disposal 20 Gallon, Incineration		Each		
6.05	Lab Pack Disposal 20 Gallon, Treatment or Recycling		Each		
6.06	Lab Pack Disposal 20 Gallon, Landfill		Each		
6.07	Unknown Analysis for Cylinders and Disposal Cost (DISPOSAL COST WILL BE DETERMINED BASED ON RESULTS OF ANALYSIS)		Each		
6.08	Unknown Analysis for Cylinders with Defective Valves and Disposal Cost (DISPOSAL COST WILL BE DETERMINED BASED ON RESULTS OF ANALYSIS)		Each		

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED RATES
6	ADDITIONAL CONSIDERATIONS				
6.09	PCB Transformer Oil-Filled PCB level - - Less than (<) 50 ppm	Varies	Pound	Recycle Carcass	
6.10	PCB Transformer Drained PCB: Level -- -- Less than (<) 50 ppm	Varies	Pound	Recycle Carcass	
6.11	PCB Transformer Oil-Filled PCB: Level - - 50 ppm to 499 ppm	Varies	Pound	Recycle Carcass Incineration Oil	
6.12	PCB Transformer Drained PCB: Level -- -- 50 ppm to 499 ppm	Varies	Pound	Recycle Carcass	
6.13	PCB Transformer Oil-Filled PCB: Level Greater than (>) 500 ppm	Varies	Pound	Recycle Carcass Incineration Oil	
6.14	PCB Transformer Drained PCB: Level Greater than (>) 500 ppm	Varies	Pound	Recycle Carcass	
6.15	Transportation – Van: special case transport / dedicated truck		Per round trip		
6.16	Transportation - Flat Bed: special case transport / dedicated truck		Per round trip		
6.17	Lab Pack (Oxidizer)	55 gallon drum	Each	Incineration	
6.18	Lab Pack (Oxidizer)	30 gallon drum	Each	Incineration	
6.19	Lab Pack (Oxidizer)	20 gallon drum	Each	Incineration	
6.20	Lab Pack (Oxidizer)	10-15 gallon drum	Each	Incineration	

LINE ITEM	ITEM DESCRIPTION	CONTAINER	UNIT	TREATMENT METHOD	PROPOSED RATES
6	ADDITIONAL CONSIDERATIONS				
6.21	Lab Pack (Oxidizer)	1-6.5 gallon drum	Each	Incineration	
6.22	Oil Filters	55 gallon drum	Each	Landfill and Consolidation at PTA TSDF	
6.22	Oil Filters	30 gallon drum	Each	Landfill and Consolidation at PTA TSDF	
6.22	Oil Filters	20 gallon drum	Each	Landfill and Consolidation at PTA TSDF	
6.22	Oil Filters	10-15 gallon drum	Each	Landfill and Consolidation at PTA TSDF	
6.22	Oil Filters	1-6.5 gallon drum	Each	Landfill and Consolidation at PTA TSDF	
6.23	Witness Destruction	Not applicable	Each	Incineration	

EXHIBIT C

UTS APPROVED TSD FACILITIES

EXHIBIT D

UTS APPROVED TRANSPORTERS

EXHIBIT E

HUB SUBCONTRACTING PLAN

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

OCTOBER 1, 2016

APPENDIX III

POLICY ON UTILIZATION

HISTORICALLY UNDERUTILIZED BUSINESSES

VENDOR/COMMODITIES



**The University of Texas System Office
of HUB Programs
Policy on Utilization of Historically Underutilized Businesses (HUBs)**

Contents

• Policy on Utilization of Historically Underutilized Businesses (HUB)s	Page 3
• Summary of Requirements/Historically Underutilized Business (HUB) Subcontracting Plan (HSP)	Pages 4-6
• Summary of Attachments required from Respondents	Page 7
• Letter of Transmittal	Page 8
• Letter of HUB Commitment (indefinite duration/indefinite quantity contracts)	Page 9
• HSP Quick Checklist	Page 10
• HUB Subcontracting Plan (HSP)	Page 11-18
○ Section 2 – Good Faith Effort Subcontractor Selection	Page 12
○ Self-Performance Justification	Page 14
○ HSP Good Faith Effort Method A (Attachment A)	Page 15
○ HSP Good Faith Effort Method B (Attachment B)	Page 16-17
• HUB Subcontracting Opportunity Notification Form Minority and Trade Organizations contact information is available online at: https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php	Page 18
• HUB Subcontracting Plan Prime Contractor Progress Assessment Report (PAR) (Required of successful respondent for payment requests only)	Page 19

**The University of Texas System
Office of HUB Programs**

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 of the Texas Administrative Code (TAC), the Board of Regents of The University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules promulgated by the Texas Comptroller of Public Accounts (the "Texas Comptroller"), set forth in 34 TAC Sections 20.10-20.28, encourage the use of HUBs by implementing these policies through race, ethnic and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all business in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builder's contracts;
- 32.9% for all special trade construction contracts;
- 23.7% for professional services contracts;
- 26% for all other services contracts, and
- 21.1% for commodities contracts.

The University of Texas System shall make a good faith effort to meet or exceed the above stated goals to assist HUBs in receiving a portion of the total contract value of all contracts that UT System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, chapter 2161, Subchapter F.

NOTE: The goals above are the State of Texas HUB goals. For purposes of this procurement, The University of Texas System goals listed in the Special Instructions on page 11 will apply.

SUMMARY OF REQUIREMENTS
Historically Underutilized Business (HUBs) Subcontracting Plan (HSP)

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, UT System has adopted “**EXHIBIT H, Policy on Utilization of Historically Underutilized Businesses**”. The policy applies to all contracts with an expected value of \$100,000 or more. The Board of Regents of The University of Texas System is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas System, “UT System” or the “University” will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan (HSP) will result in rejection of the Response.**
2. If subcontracting opportunities are probable UT System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[34 TAC §20.14 (d) (1)(A)(B)(C)(D) (2) (3)(A)(B)(C)(D)(E)(F) (4)(A)(B)]**.
 - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include **Section 3 –Self Performance [34 TAC §20.14 (d) (5) (A) (B) (C) (D)]**.
3. If subcontracting opportunities are not probable UT System will declare such probability in its invitations or bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **Section 3 – Self Performance Justification**.
 - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. **Competitive Sealed Proposals (CSP):** Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, UT System shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent’s contract with UT System.

Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort. Any revisions after the submission of the HSP shall be approved by the HUB Coordinator.

7. **Design Build (DB) and Construction Manager @ Risk (CM@R) responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services including a HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors. Respondents proposing to perform Part 1 pre construction services with their own resources and employees shall submit, as part of their HSP, the Self Performance Justification. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
8. **DB and CM@R HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all preconstruction and construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the project. The HSP shall identify first, second and third tier subcontractors.
9. The University of Texas System shall reject any Response that does not include a fully completed HSP as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. **Changes to the HUB Subcontracting Plan:** Once a Respondent’s HSP is accepted by UT System and becomes a provision of the contract between Respondent and UT System, the Respondent can only change that HSP if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to UT System for review; (c) UT System (including UT System’s HUB Coordinator) approves Respondent’s proposed changes to its HSP; and (d) UT System and the Respondent amend their contract (in writing signed by authorized officials of both parties) in order to replace the contract’s existing HSP with a revised HSP containing the changes approved by UT System.
11. **Expansion of Work:** If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, UT System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the “additional work”), UT System will determine if the additional work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If UT System determines that probable subcontracting opportunities exist for the additional work, then the Respondent must submit to UT System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HSP must be approved by UT System and the Respondent (including UT System’s HUB Coordinator) before (a) the contract may be amended by UT System and the Respondent to include the additional work and the amended HSP and (b) the Respondent performs the additional work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by UT System for any additional work (i) without complying with 34 TAC Section 20.14 or (ii) before UT System and that Respondent amend their contract to include a revised HSP that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with UT System. As a result of such breach, UT System will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC

Section 20.14. The University may report a Respondent’s nonperformance under a contract between that Respondent and UT System to the Texas Comptroller in accordance with 34 TAC Sections 20.10 through 20.18.

12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with UT System as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above.
13. The University of Texas System shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
14. If the University of Texas System determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, UT System, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC Section 20.14, (g) (1) related remedies of nonperformance to professional services firms, contractor and vendor implementation of the HSP.
15. In the event of any conflict between this “Summary of Requirements” and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
16. These requirements, including the attachments referred to above, may be downloaded over the internet from: <http://utsystem.edu/offices/historically-underutilized-business/hub-forms>. For additional information contact: The University of Texas System
Office of HUB Programs
201 West Sixth Street, Room B.140E
Austin, TX 78701
(512) 499-4530

**Other Services/Vendor/Commodities HSP
Summary of Attachments Required from Respondents**

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 11-18	Progress Assessment Report (PAR) Page 19
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.				
1. A. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
1. B. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.				
2. A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. B. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent proposes to subcontract any part of the work.	X		X	
3. INDEFINITE DURATION/INDEFINITE QUANTITY CONTRACTS: Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	
4. CHANGES IN THE HUB SUBCONTRACTING PLAN AFTER AWARD: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
5. REPORTING : Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

(RESPONDENT’S BUSINESS LETTERHEAD)

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 West Sixth St., Room B.140E
Austin, Texas 78701

RE: Historically Underutilized Business Plan for
(Project Title): _____
Project Number _____

Dear ,

In accordance with the requirements outlined in the specification section “HUB Participation Program,” I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Proposals referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 11.

26% for all other services contracts

Subcontractors	No. of Subcontractors	Total Subcontract \$ Value	Total Estimated HUB %	% Minority Owned	% Woman Owned	% Service Disabled Veteran
HUB						
NON-HUB						
TOTAL						

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller HUB Certification document.

Should we discover additional subcontractors claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

cc: Contract Administrator

RESPONDENT'S BUSINESS LETTERHEAD

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 West Sixth St., Room B.140E
Austin, Texas 78701

RE: Historically Underutilized Business Plan for (Project Title _____
Project Number: _____

Dear :

In accordance with the requirements outlined in the specification section "HUB Participation Program", I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number _____.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two-part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 16-17) and Option Three of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,

Project Executive

cc: Project Manager



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for the University of Texas Administration only.

Other Services Goal – 26%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meet the Good Faith Effort (GFE) prescribed in Method B, Attachment B. See instructions for Option Three on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity is a two (2) part process:
 1. Submit a Letter of HUB Commitment (page 9) and a GFE described in Option Four.
 2. Submit a revised HSP prior to the execution of each contract process as described in Option Three of the Quick Check List.
- Respondents shall submit a completed HSP to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered non-responsive.
- Respondents who intend to self-perform all of their work shall submit an HSP for Self Performance HSP as described in Option Four.
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payments as a condition of payment.
- Acceptable documentation of the GFE include fax, email or certified letter.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to Non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/16

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protege Program, submitting its Protege (Protege must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protege.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>. HUB status code "**A**" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev.10/16

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbllsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID I EIN, leave their VID I EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

