



REQUEST FOR PROPOSALS

RFP No. 720-2206

Hazardous Waste Management and Disposal Services

Proposal Submittal Deadline: Wednesday, March 9, 2022, at 2:30 p.m. local time

The University of Texas System
Office of Risk Management

Prepared by:

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February 9, 2022

REQUEST FOR PROPOSALS

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System has served Texas for more than 135 years, improving the lives of Texans—and people all over the world—through education, health care and research at [13 academic and health institutions](#) across the state. With an enrollment of more than 240,000 students, the UT System is one of the nation’s largest public university systems of higher education.

UT institutions are powerful drivers of economic and social mobility in Texas, producing more than 60,000 degrees annually, including more than one-third of the state’s bachelor’s degrees and more than half of the state’s medical degrees. In 2019, almost half of all undergraduate degrees were awarded to students who qualified for a Pell grant based on financial need while enrolled at a UT institution. Sixty percent of undergraduates who received need-based financial aid double their parents’ income within five years of earning a UT degree.

More than three-fourths of undergraduate students secure jobs in Texas within a year after graduation, providing a skilled workforce and fueling the state’s economy. In fact, UT students who entered the Texas workforce between 2002 and 2017 had cumulative earnings through 2018 of \$268 billion. And, according to Georgetown University’s Center on Education and the Workforce, a UT degree’s return on investment is among the best in the nation.

The UT System also is one of the largest employers in the state with 21,000 faculty – including Nobel laureates and members of National Academies – and more than 85,000 health care professionals, researchers and staff.

Creating a healthier Texas is a fundamental mission of UT institutions, which award more than 15,000 health-related degrees annually. The UT System is poised to open its seventh medical school in Tyler within the next several years. UT-owned and affiliated hospitals and clinics – supported by thousands of doctors, physician assistants, nurses and other health care providers – accounted for more than 9.2 million outpatient visits and over 1.8 million hospital days in 2019.

In addition to world-class patient care, UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases. Life-changing and life-saving research and invention of new technologies regularly place UT institutions among the top 10 world’s most innovative universities, according to Reuters and the National Academy of Inventors. Total research spending across the 13 UT institutions exceeds \$3 billion annually, the most in Texas, and the second most nationally among public higher education systems.

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1.2 Background and Special Circumstances

The University of Texas System (**University**) and the thirteen (13) UT institutions (collectively, **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 **Exhibit A of APPENDIX TWO** to this Request for Proposal (**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 SEVEN**.

1.3 Objective of Request for Proposals

University is soliciting proposals from qualified vendors to provide waste management and disposal services related to hazardous and other regulated waste (**Services**) more specifically described in **Section 5.4** (Scope of Work) of this RFP.

1.4 Group Purchase Authority

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

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SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m. local time on Wednesday, March 9, 2022 (**Submittal Deadline**).

2.2 University Contact Person

Proposers will submit all questions or concerns regarding this RFP via the Bonfire portal.

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) through the Bonfire portal, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP).

University must receive all questions or concerns no later than 5:00 p.m. local time on Monday, February 21, 2022. University will have a reasonable amount of time to respond to questions or concerns. It is University's intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

- A. Pricing (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); and
- G. Transporters to be Used and Miscellaneous (15 points).

2.4 Key Events Schedule

Issuance of RFP	February 9, 2022
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	February 16, 2022
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	February 21, 2022
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. local time on Wednesday, March 9, 2022

2.5 Historically Underutilized Businesses

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

*Each Proposer, **whether HUB certified or not, and whether self-performing or planning to subcontract**, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

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

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

Instructions on Completing an HSP

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

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected, with additional support documentation*, **and submit via Bonfire portal.** NOTE: during this time, electronic signatures are acceptable.

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

Each Proposer’s HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer’s failure to submit one (1) completed and signed HUB Subcontracting Plan **to the Bonfire portal** may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

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

- 2.5.4 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, **details will be provided at the Pre-Proposal Conference** (ref. **Section 2.6** of this RFP) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

2.6 Pre-Proposal Conference

University will hold a virtual pre-proposal conference at **10:00 a.m. local time on Wednesday, February 16, 2022**. The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Potential respondents must RSVP in Bonfire to receive the pre-proposal conference details via a Q&A message within the Bonfire portal.

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SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) via the University's Bonfire portal.

3.2 Proposal Validity Period

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

3.3 Terms and Conditions

3.3.1 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:

3.3.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.3.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.3.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.3.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.4 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:

3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.4.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

3.4.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.4.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.4.5 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**)

3.4.6 Sample Agreement (ref. **Section 5.3.1** and **APPENDIX TWO**)

3.4.7 Response to Higher Education Vendor Assessment Tool (ref. **APPENDIX FOUR**)

- 3.4.8 Response to Information Security Requirements and Questions (ref. **APPENDIX SIX**)
- 3.4.9 Response to Project Scenario (ref. **APPENDIX EIGHT**)

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. 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.

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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 **Contractor**.

Contract Term: University intends to enter into an agreement with 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.

Multiple Awards: University reserves the right to make multiple awards against this RFP.

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, 2022.

5.2 Intentionally Omitted

5.3 Additional Submittals Specific to this RFP

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

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

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§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 FIVE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

5.3.3 Intentionally Omitted

- 5.3.4 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX THREE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION. NOTE THAT PROPOSER MAY BE REQUIRED TO SUBMIT COMPLETED VPAT (VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE) UPON AWARD. VPAT document to complete is located at the following website: <https://www.itic.org/dotAsset/47d8492f-a78a-46b8-b41a-fd656d773c5a.doc>.
- 5.3.5 **Intentionally Omitted**
- 5.3.6 In its proposal, Proposer must respond to each item listed in **APPENDIX FOUR**, Higher Education Vendor Assessment Tool (**HECVAT**).
- 5.3.7 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.

5.4 Scope of Work

Contractor will:

- A. Provide Services to Institutions on an as-needed basis, with the management, handling, transportation, and disposal of hazardous and other regulated waste in accordance with the requirements and specifications of this RFP.
- B. Properly package, mark and label wastes for shipment including re-containerization, over-packing or lab-packing wastes as directed by the Institution coordinator. This also includes proper packaging, handling and labeling of shock sensitive material, reactives, and gas cylinders.
- C. 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.
- D. Submit quarterly reports of waste shipments from Institutions to the Contract Coordinator at University.

5.5 Scored Criteria Descriptions

Company Profile and Business Reputation (15 points) ref. Section 3.1 of APPENDIX ONE

1. State how long Proposer has been in business.
2. State how many employees Proposer has.
3. Describe any unusual changes or reorganizations of Proposer's business.
4. Describe any Proposer's default on any loan agreement or financing agreement with any bank, financial institution or other entity.
5. 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 University, timeliness of services, training of employees, safety record, and spill and emergency response history.
6. 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.
7. Strength of statements made by institutions of higher education to which Proposer has provided services.
8. References or statements that may be solicited from Proposer's other clients or others with knowledge of Proposer's business activities, including UT institutions.
9. General business reputation in the community.
10. Additional information and comments if they increase the benefits to University.

Financial Capabilities (15 points) ref. Section 3.1 of APPENDIX ONE

11. Strength of Proposer's Financial Statements. Proposer's demonstrated capability and financial resources to perform Services (ref. **Section 2 of APPENDIX TWO**).
12. Financial stability over the past five (5) years, as may be determined by University from public records, supporting information provided by Proposer (such as a Dun & Bradstreet analysis), or other information that may be available to University.
13. Type of entity organizational structure (corporation, partnership, limited liability company, etc.).
14. If the Proposer is a corporation, whether the Proposer is a parent or subsidiary corporation.
15. If Proposer is a subsidiary corporation, whether Proposer's parent corporation is entering into the Agreement with University or offering assurances of Proposer's performance of the Agreement.

16. Bankruptcy filings relating to Proposer, any partner or principal of Proposer, or Proposer's parent corporation, if any.
17. 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 University and the Institutions in all respects.
18. Additional information and comments if they increase the benefits to University.

Regulatory Compliance History (15 points) ref. Section 3.2 of APPENDIX ONE

19. 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.
20. 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.
21. Additional information and comments if they increase the benefits to University.

Approach to Project, Subcontractors, Quality, and Service (25 points) ref. Sections 3.3, 3.5, 3.6, 3.7, and 3.9 of APPENDIX ONE

22. Soundness of Proposer's approach to providing Covered Services, including but not limited to approaches that allow the participation of Institution personnel and other potential cost saving approaches.
23. 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.
24. Earliest possible date Proposer can begin providing services following complete execution of the Agreement.
25. Form and substance of Proposer's procedures for providing Covered Services identified in **Section 2, EXHIBIT C, and EXHIBIT D of APPENDIX TWO.**
26. Form and substance of Proposer's sample invoice and final report, as well as sample tracking documentation required by **Section 6.1** of this RFP and **Section 2.3.3 and 2.3.4 of APPENDIX TWO.**
27. Form, substance and frequency of other reports or written documents Proposer will provide to Institutions.

28. Proposer's service support philosophy, how the philosophy is carried out, and how success in fulfilling this philosophy is measured.
29. Proposer's quality assurance program, including Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.
30. Proposer's anticipated difficulties in serving Institutions, and Proposer's plan to manage those difficulties, including any assistance Proposer will require from Institutions.
31. 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 University. Subcontractors will also be evaluated using information contained in the HSP.
32. Statement pertaining to proposer's worker safety initiatives, including risk analysis procedures and improvements made to increase worker safety as well as subcontractor safety as it pertains to the performance of Services. Include proposer's Total Case Incidence Rate.
33. Additional information and comments if they increase the benefits to University.

General Information and Special Services and Benefits (15 points) ref. Sections 3.4 and 3.7 of APPENDIX ONE

34. Proposer's ability to provide the range of Services (ref. **Section 2 of APPENDIX TWO**) required to each of the Institutions for which services are being proposed.
35. Proposer's demonstrated competence and experience performing Services.
36. Proposer's demonstrated competence and experience performing Services for other similarly situated complex institutions and specifically institutions of higher education.
37. 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 University.
38. 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.
39. Proposer's demonstrated ability to prepare and submit invoices, daily activity reports, inventory and equipment logs, labor details, etc.
40. Resumes for proposed project members, including without limitation the members' specific experiences with similar projects, number of years with Proposer, qualifications, and education.
41. Any goods or services not specified in this RFP that Proposer will provide to Institutions and any related costs of such goods and services to Institutions.

- 42. 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 Institutions, any other advantages to Institutions in selecting Proposer, and any related costs of such goods, services, or advantages to Institutions.
- 43. Additional information and comments if they increase the benefits to University.

Transporters to be Used and Miscellaneous (15 points) ref. Sections 3.8 and 3.10 of APPENDIX ONE

- 44. 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 University.
- 45. 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.
- 46. Contingency plan or disaster recovery plan may also be evaluated.
- 47. Additional information and comments if they increase the benefits to University.

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SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No: 720-2206 – 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 RFP upon the terms quoted (firm fixed price) below. University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Pricing for Services Offered (15 points)

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

6.2 Discounts

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

6.3 Delivery Schedule of Events and Time Periods

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

_____ Calendar Days

6.4 Payment Terms

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

University will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after University’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

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

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

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

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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 publish 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.

1.3 Public Information

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

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

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

1.4 Type of Agreement

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

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 completed and signed HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (**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 or electronic record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of RFP Terms

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3 of APPENDIX ONE**). In cases where a question does not apply or if unable to respond, Proposer should 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 Contractor Rate Schedule (ref. **EXHIBIT B of APPENDIX TWO**), as part of its proposal. 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.

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.*

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 mail, email, telephone, or FAX transmission.

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements, and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.15 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.16 Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all University proposer lists.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the University 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 UT System, 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 UT System within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. University, 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 Certification Relating to Critical Infrastructure. Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 2116, 87th Texas Legislature, Regular Session (2021))*, Proposer certifies (A) it is neither owned by nor is the majority of stock or other Universityship interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a “designated country”) or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer’s or its parent company’s securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.14 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: 720-2206 – 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

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

Submitted and Certified By:

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

- 3.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.
- 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 University 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% Universityship interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an University of Proposer with an Universityship 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 Proposer will 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 University 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 Proposer will provide evidence of Proposer's insurance coverages listed below. University 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 University;
- 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.
- 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 University and its Institutions) Pollution policy must cover all services (coverage exclusive to University 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 Contractor listed as additionally insured.

3.2 Regulatory Compliance History

- 3.2.1 Proposer will 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. University also reserves the right to review, directly or through its agents, Proposer's regulatory history, and other relevant information.
- 3.2.2 Proposer will 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 University.
- 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 Proposer will 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 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 Proposer will provide a statement of Proposer's project approach, any unique benefits Proposer offers Institutions such as pollution prevention, emergency preparedness, or training. Include any information Proposer desires University to consider in connection with its proposal.
- 3.3.3 Proposer will provide information to assist 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 Institution personnel and other potential cost saving approaches.
- 3.3.4 Provide examples of approaches that Proposer will use to allow participation by 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 Proposer will provide an estimate of the earliest possible commencement date following complete execution of the Agreement.
- 3.3.7 Provide 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 Institutions, if any, and the frequency of same. Include samples of reports and documents if appropriate.
- 3.3.9 Proposer will provide information to assist University in assessing Proposer's willingness to train or educate University 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 Institutions, and how does Proposer plan to manage those difficulties? What assistance will Proposer require from Institutions.
- 3.3.13 Proposer will provide a statement of Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in Section 5.3 Scope of Work of this RFP.
- 3.3.14 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, 2022. 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**, Proposer should include their proposed TDSs in **EXHIBIT C (UNIVERSITY-APPROVED TSD FACILITIES)** and their proposed transporters in **EXHIBIT D (UNIVERSITY-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, qualifications and education.
- 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.
- 3.4.3 Provide information to assist University in assessing Proposer's demonstrated competence and experience providing Regulated Waste Services, including the Covered Services, generally.
- 3.4.4 Provide information regarding Proposer's ability to provide quality service to each Institution, including without limitation those Institutions located in West Texas, South Texas and Northeast Texas.
- 3.4.5 Provide information to assist University 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.
- 3.4.6 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.
- 3.4.7 Provide information to assist University 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 University.
- 3.4.8 Provide information to assist University in assessing Proposer's awareness of opportunities for the recycling, reuse, and reduction of hazardous and other regulated waste.
- 3.4.9 Provide information to assist University in assessing Proposer's demonstrated competence and experience developing and implementing strategies to recycle, reuse, and reduce hazardous and other regulated waste.
- 3.4.10 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.
- 3.4.11 Proposer will provide statement pertaining to proposer's worker safety initiatives, including risk analysis procedures and improvements made to increase worker safety as well as subcontractor safety as it pertains to the performance of Services. Include proposer's Total Case Incidence Rate.

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 Institutions and any related costs of such goods and services to 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 Institutions, (b) any other advantages to Institutions in selecting Proposer, (c) any related costs of such goods, services or advantages to 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 University 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: 720-2206

Ladies and Gentlemen:

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

Note: The number of initials required should correspond directly to the total number of Addenda issued.

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

ACCESS BY INDIVIDUALS WITH DISABILITIES

Access by Individuals with Disabilities: Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

APPENDIX FOUR
HIGHER EDUCATION VENDOR ASSESSMENT TOOL
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FIVE

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

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>) 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 solely by awarded Contractor(s) 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 services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> 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.			
_____ Printed name of officer administering oath Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

APPENDIX SIX

INFORMATION SECURITY REQUIREMENTS AND QUESTIONS

UT System Information Security Requirements

1. Multi-factor Authentication (MFA or also known as two-factor authentication-2FA), as defined by [NIST SP 800-63](#), must be applied during the following: Access to University [Confidential data](#) by any System or Application Administrators or user with elevated privileges (i.e., super users).
2. Contractor must use encryption standards approved by UT System or defined in [NIST SP 800-175B Rev. 1](#) for confidential data at rest, in motion, during processing, and for all mobile applications, websites, and portals.
3. Required by Section 2054.517 of the Texas Government Code and defined in [UTS 165 Standard 11.8](#): Before deploying an Internet website (or portal) and mobile applications that process UT System confidential data, the developer or third-party responsible for development must:
 - a. Submit the following documentation
 - I. the architectureⁱ of the website and mobile applications;
 - II. the authentication mechanism(s) for the website and applications;
 - III. the Administrator level access to data included in or accessed by the website and applications;
 - b. Subject the website, portal and applications to a vulnerability and penetration test as describedⁱⁱ; this test must be repeated every year during the contract period.
 - c. Utilize approved access and authentication mechanismsⁱⁱⁱ.
 - d. Apply MFA for Administrative or privileged user access.
4. If the Contractor/Vendor is providing a [cloud-based service](#)^{iv}, the State of Texas requires certification of TxRAMP status. See <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp> for more information. UT System can work with the Contractor/Vendor for an Agency Sponsored Provisional Status. TX-RAMP Provisional Status may not be requested after January 1, 2023.
5. If Contractor is responsible for credit card processing, the current version of PCI-DSS requirements must be met.

Additional Requirements:

- UT System is required to conduct annual security risk assessments and the UT Information Security staff will request updated information from the Contractor each year. Information may include, but not limited to: Certification and Audit Reports, vulnerability scans, updated policies and the like.
- RFP Proposer finalists must be prepared to have appropriate technical security and privacy experts available to address responses in a separate presentation session for UT System.

Questions

Note: Answer the following questions as they apply to the people, processes and technology and data pursuant to this RFP.

General Security

1. Provide the name of the Chief Information Security Officer (CISO), Chief Information Officer (CIO) or equivalent positions along with a short description of his or her qualifications.
2. Are background checks and screening conducted on employees and subcontractors? If yes, what is the frequency?
3. Is a specific security framework or collection of industry standards applied to harden information systems that will interact with the services proposed, including systems that

store, transmit, process, or serve UT System data to users? If so, describe these standards and their source.

4. Does the Contractor have documented policies and procedures that cover the following:
 - A. Information Security
 - B. Security Incident Response and supporting procedures
 - C. Change Control and supporting procedures
 - D. Acceptable/Responsible Use
 - E. Privacy
 - F. Risk Management
 - G. Patch and Vulnerability Management
 - H. Cloud Security
 - I. Software Development Security
5. How often are security and privacy policies updated?
6. Is there a formal Change Management process for updating policies?
7. If application(s), whether mobile or other, are provided as part of this Proposal:
 - A. Are industry standards or a specific method/model followed for software development? If yes, what standard/model?
 - B. Are multiple, staged software development environments used for development, testing and production? If yes, describe how the environments are isolated from each other and what access controls are in place to minimize the risk of code corruption or unauthorized exposure.
8. List an example of an administrative safeguard or best practice employed to prevent unauthorized access to UT System data.
9. Where will UT System data be stored (answer all that apply):
 - a. In a physical (on-premise) data center, owned and/or managed by the Contractor.
 - b. In third-party storage locations not managed by the Contractor.
 - c. in Public or Private Cloud locations.
 - d. in a Cloud location outside of the United States.
 - e. Other.
10. If UT System data will be stored in physical data center, what physical controls are in place? What level of redundancy tiering is the data center rated at?
11. How will UT System's data be segregated from the data of other customers to prevent accidental or unauthorized access? (applies to all locations of data storage).

Cloud Security (Answer applicable questions)

1. Are any services provided hosted in a Public or Private Cloud? If yes, indicate which services and what type of hosting.
2. What industry standards, best practices or Cloud Security frameworks are followed to minimize risk to customer data, including accidental or deliberate exposure?
3. Provide an example of how Contractor's virtual systems are segregated and protected from risks.

Access and Identity Management

12. UT institutions use Microsoft's Multi-factor authentication product or Duo. Does the proposed product or service integrate with those products?
13. UT System requires multi-factor authentication (MFA, also known as two-factor Authentication-2FA) and recommends using it where possible.
14. Requirement: See description in UT System Information Security Requirements.
15. Recommendation: Any individual accessing a system that contains or has access to Confidential University Data should use 2FA.

16. Does the Contractor's service provide the option to require MFA for 'super users' and not require it for other users? Does it provide the option of applying MFA for all users?
17. Does the Contractor's implementation of MFA meet the standards as defined by NIST SP 800-63?
18. If MFA is not currently available, is there a timeframe when it will be. If so, provide estimated roadmap schedule.
19. Describe the Identity and Access Management (IAM) components of the Contractor's services including how the platform ensures accurate and consistent secure identity management of all uniquely identified individuals?
20. Summarize how IAM components are kept in sync and how they integrate with each other.
21. Summarize the process for user account provisioning and de-provisioning, including super user accounts.
22. How does the Contractor detect an account compromise of UT System-issued credentials? Provide two examples.
23. If a UT System user's password is confirmed to be compromised, what is the process to reset/disable or otherwise protect UT System data from exposure or malicious attacks?

Technical Security

24. Explain the general encryption method and algorithm (e.g. AES 256) in use for:
 - a. Data at rest
 - b. Data in motion
 - c. Data in Session state (in process)
 - d. Application data exchange and APIs (whether cloud or on premise)
 - e. Application and platform external connections
 - f. Database
 - g. Data backups
 - h. Mobile applications
25. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to them.
26. Summarize the process for security patch management, including roles and responsibilities, frequency, testing plan and system maintenance.
27. Are periodic vulnerability scans performed? If yes:
 - a. How often are scans conducted?
 - b. What is the process to escalate and/or prioritize and remediate identified vulnerabilities?
 - c. Do scans include databases?
 - d. Are applications scanned to detect specific code related vulnerabilities prior moving to Production?

Disaster Recovery and Business Continuity

28. Does the Contractor have a Disaster Recovery Plan (DRP). If so:
 - a. Is it supported by policies and procedures?
 - b. Is it updated periodically, If yes, how frequently?
 - c. Is it tested periodically? If yes, how frequently and what type of tests are performed?
 - d. Do all staff with a role or responsibility know about the DRP and how to access it in case of a declared disaster?
 - e. Does it include systems and services provided to customers, including UT System?
 - f. If in place, provide an outline of the DRP
 - g. If no DRP exists, describe the controls and methodology used to ensure the restoration and availability of UT System data.

29. Is a Business Continuity Plan (BCP) in place that ensures minimal disruption of services provided to UT System? If yes, what is the maximum amount of time that services may be unavailable?
30. Does a Data Backup and Recovery plan procedures exist? If yes, summarize or provide an outline of the plan. If not, describe what alternative methods will be used to ensure the restoration and availability of UT System data.
31. Will critical UT System data be backed up to an offline (completely isolated) location that can be restored in the case of a successful Ransomware attack?
32. Does the Contractor utilize an air gap or vaulted backup strategy?
33. Explain how UT System data is reliably destroyed upon request or under the terms of the contractual agreement? What evidence will be provided to System after data has been successfully destroyed?

Security Logging, Monitoring and Incident Response

34. Do the proposed services allow administrative or 'super user' level changes to UT System data that isn't tracked through audit logs?
35. Does the Contractor utilize a formal Security Operations Center (SOC), either internally staffed or contracted to a third party? If yes, where is it (or if multiple, describe) geographically located? Does it operate on a 24x7x365 schedule?
36. Are adequate logs generated and stored to validate security controls function as designed, including MFA requirements?
37. What is the average log retention period?
38. Are all systems that support or connect to services and systems provided in this Proposal configured to generate logs to a central storage location? If not, how is visibility into anomalous activity ensured?
39. Summarize how multiple security logs and event data are correlated, analyzed and acted upon.
40. Provide an example of technology controls (e.g. DLP, firewall, IDS/IPS, Endpoint Detection, etc..) coupled with a process that is used to monitor the confidentiality, integrity and availability of the service proposed.
41. Provide two examples of a procedure in place to ensure timely mitigation of detected vulnerabilities and security incidents?
42. Provide the Table of Contents or an overview of the Security Incident Response Plan (IRP) and one example for each category: protection, detection, identification, and recovery.
43. Is there a component of the IRP that addresses how the Contractor will work with customers and subcontractors when a security or privacy incident involving UT System data is detected?
44. Summarize the procedures in place to isolate or disable suspicious or compromised systems that interact with the Service proposed?
45. When a significant incident that requires digital forensic investigation is declared, could UT System data be retained for forensic purposes? If so, how will this affect business processes for UT System?
46. Describe two examples of a method or process used to detect and prevent actions taken by an unauthorized entity attempting to access data, e.g., auto-generated audit reports or alerts.
47. Are there automated alerts or reports that monitor unauthorized access to confidential data? If yes, is the Contractor willing to provide these to UT System?
48. Are controls in place to detect Ransomware or precursor events to a Ransomware attack? If yes, describe these.
49. If Ransomware is discovered in the Contractor's systems, what is the first step to mitigation?

50. If UT System discovers that a serious vulnerability exists in the Contractor's platform, describe the process for reporting, how and when the risk will be remediated.

ⁱ Website architecture. A diagram and narrative of website logical structure, data flow, and design of the technical, security, functional, and visual components.

ⁱⁱ Penetration and vulnerability test. Contractor may choose to either allow UT System to conduct a vulnerability scan on a test environment that mirrors the actual production environment or provide an attestation of a third-party vulnerability assessment. Review and acceptance of the findings shall comply with [UTS 165 Standard 10.8](#).

ⁱⁱⁱⁱ Approved access and authentication mechanisms. Reference [NIST 800-53B](#) and [UTS 165 Standard 4: Access Management](#) for approved standards. A unique identifier that does not include the individual's social security number, in full or part per [UTS 165 Standard 13: Use and Protection of Social Security Numbers](#).

APPENDIX SEVEN

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 Institutions. This information is based on historical data from fiscal year 2021. **Neither University nor 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.**

Waste Categories	Pounds
Bulk Waste	
Aqueous Waste Metal Contaminants	13,646
Aqueous Waste Non RCRA	44,100
Aqueous Waste Organic Contaminants	63,851
Bulk Corrosive Inorganic Acids	19,292
Bulk Corrosive Inorganic Alkaline	3,089
Bulk Corrosive Organic Acid	43,021
Bulk Corrosive Organic Alkaline	1,847
Bulk Ethidium Bromide	11,855
Bulk Oxidizing Materials	3,133
Bulk Solid APHIS Foreign Soil	2,829
Bulk Toxic	54,674
Flammable Liquids (Other than Solvents)	14,724
Flammable Solids Inorganic Reactive	95
Halogenated Solvents	257,296
Non Halogenated Solvents	216,840
Oil or Petroleum Products	26,173
Organic Solids (Thermal Treatment)	52,145
Paint and Solvents	8,495
Paint in Cans - Flammable	11,849
Paint in Cans - Non Haz	4,838
Solids Direct Landfill	90,692
Solids for Macro/Mircoencapsulation	4,118
Lab Pack Materials	
Class 1.4 - Explosive Articles	178
Class 3 - Flammable Liquids Non Reactive	46,465
Class 3 - Flammable Liquids Reactive	336
Class 3 - Flammable Liquids Vials	7,598
Class 4.1 - Flammable Solids Non Reactive	3,347
Class 4.1 - Flammable Solids Reactive	249
Class 4.2 - Spontaneously Combustible	516
Class 4.3 - Dangerous When Wet	861
Class 5.1 - Oxidizers	4,310
Class 5.2 - Organic Peroxides - No Temperature Controls	77

Class 6.1 - Toxic Non Reactive	9,607
Class 6.1 - Toxic Non Reactive Loose Pack	2,991
Class 6.1 - Toxic Non Reactive Vials	314
Class 6.1 - Toxic Reactive or Oxidizing	1,556
Class 6.2 - Infectious Substances	15
Class 8 - Corrosive	27,325
Class 8 - Corrosive Reactive or Oxidizing	2,390
Class 9 - Miscellaneous	4,397
Class 9 - Miscellaneous Reactive	45
DEA Controlled Substances	35
Fioxin Waste (F020 - F023, F026 - F028)	5
Mercury Amalgam	43
Mercury Compounds Inorganic for Retort	169
Mercury Compounds Organic for Incineration	13
Non Regulated	39,224
P010-P012 Lab Packs	13
Temperature Sensitive	36
Cylinders	
Cylinder Compressed Gas Acid Gases	16
Cylinder Compressed Gas Corrosive Ammonia Gases	31
Cylinder Compressed Gas Flammable Gases	498
Cylinder Compressed Gas Flammable Toxic Gases, Amines, Odorous	51
Cylinder Compressed Gas Halogenated Gases	46
Cylinder Compressed Gas Highly Toxic Gases	9
Cylinder Compressed Gas Highly Toxic Zone A	32
Cylinder Compressed Gas Inert Gases	115
Cylinder Compressed Gas Oxygen	24
Cylinder Compressed Gas Special Evaluation	4
Cylinder Liquid Air and Water Reactive/Pyrophoric	16
Cylinder Liquid Special Handling	4
Cylinder Liquid Toxic	2
Fire Extinguisher ABC Type	1
Batteries	
Batteries Lead Acid Damaged	82
Batteries Lead Acid	4,802
Batteries Lithium Ion	376
Batteries Lithium Ion Damaged	29
Batteries Lithium Metal	177
Batteries Nickel Cadmium	176
Batteries Nickel Metal Hydride	270
Batteries Zinc Carbon	4
Miscellaneous	

Aerosols	4,092
Ballast and Capacitors (Non PCB)	53
Ballast and Capacitors (PCB)	1,259
Cathode Ray Tubes	60
Crushed Bulbs	6
Electronic Waste for Recycle	2,158
Empty Drums	2,373
Equipment containing Lithium Metal Batteries	80
Fluorescent Lamps	6,324
Formalin Tissues and Specimens	34,796
Gas Cartridges	100
Lead Articles and Scrap for Recovery	2,050
Mercury Debris for Retort	1,406
Mercury Devices	454
Mercury Elemental	137
Mercury Elemental in Oil	43
Mercury in Water	20
Pharmaceutical and Chemotherapy Waste	409,750
Sharps	268
Silver Recovery	490
Solids TSCA	263
UV Lamps	1

APPENDIX EIGHT
PROJECT SCENARIO

Using the scenario outlined below, 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 Proposer’s approach to handling the unknowns in the scenario. 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.

On March 1, 2023, 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.)
1	“No Chromix” packages	0.25 lb foil package(6)	1.5
2	“Pirana”acid solution (spent)	1L bottle	3.5
3	1% potassium dichromate in sulfuric acid	1 X 100 gal immobile cleaning tank in chem lab	470
4	2,2',4,4',6,6' Hexa nitrodiphenylamine	25 g bottle	0.2
5	Acrylamide	2 lb. bottle	2.5
6	Activated charcoal	Plastic bag	15
7	Ammonium Persulfate	4 oz. bottle	0.4
8	Arsenic containing debris	1 lb. bottle	1.5
9	Ballast, PCB containing	5 gallon bucket	20
10	Benzene, spent lab waste	200 ml bottle	2
11	Bis(2-chloroethyl) sulfide	5g bottle	0.1
12	Bis-2-Chloroethyl sulfide	Approx. 10 ml.	
13	Bromine pentafluoride	10 ml Teflon bottle	0.1
14	Butyl Lithium in solvent	4 oz. bottle	0.4
15	Calcium perchlorate	250 g bottle	1
16	Carbonyl iron (grey powder)	5g bottle	0.1
17	Caro’s acid	1 gal bottle	10
18	Chlorophenol red indicator	500 ml bottle	2
19	Corn oil	4 liter bottles (2)	10
20	Coumadin (<0.3%)	250 ml bottle	0.2
21	Crown Immersion oil	100ml bottle	0.6

Tag#	Name	Container	Weight (lb.)
22	Cyanogen bromide (yellow opaque crystals)	25g bottle	0.2
23	Cyclohexane sat'd with iodine	500 ml bottle	3
24	Decolorizing carbon	small box	2
25	DEPC	25g bottle(1)	0.2
26	Dess-Martin reagent	25g bottle	0.2
27	Dichlorodimethylsilane	50 ml bottle in metal "paint-style" can	0.6
28	Diethyl pyrocarbonate	100 ml bottle	
29	Dimethylmercury	glass ampules(6)	0.3
30	DL-Methionine	10 ml vial	0.1
31	1-4 Dioxin	200g bottle	
32	Duloxetine		
33	Ethinamate	25g bottle	0.2
34	Ethyl chloride,	3.5 oz Aerosol	0.1
35	Ethyl diazoacetate	5g bottle	0.1
36	Formalin, 20%, spent	500 ml bottle	9
37	Gallium-Iridium eutectic mixture	10g bottle	0.1
38	Gloves, tyvex, towels contaminated with 2,4-D	5 gal. pail	7
39	Gluteraldehyde	2 oz. bottle	0.3
40	Hydrofluoric acid (48%) spent	1 liter bottle	2
41	Hydrofluoric acid (65%)	1 liter bottle	2
42	Hydrogen Bromide	Small Cylinder	
43	Infectious waste – sharps	one sharps container	35
44	Inorganic mercury salt solution (saturated)	200 ml bottle	2
45	Iron carbonyl (orange liquid)	100ml bottle	0.6
46	JB-4 catalyst (white grains)	Plastic bag	1
47	Karl Fischer titrant		
48	L-Asparagine	10 ml vial	0.1
49	Lead salt solution, spent	4 liter bottle	14
50	Lead Nitroresorcinol	100g	0.7
51	Liquid containing PCBs (<50ppm)	4 liter bottle	5
52	Lithium carbonate	500 g bottles(3)	3
53	Manganese nitrate	1 kilogram bottle	3
54	Manostat	25g bottles(6)	1.2
55	Mercuric acetate	25gbottle	0.2
56	Mercury manometer	On a 1 meter metal stand	17
57	m-nitrobromobenzene	5g bottle	0.1
58	Nitric acid, spent lab waste	200 ml bottle	2
59	Nitric Oxide	lecture bottle	
60	Oleum acid with carbon nano-particles	4 liter bottle	6
61	Osmium tetroxide	0.5 g sealed glass ampules(9)	0.1
62	Pentaborane	lecture bottle	

Tag#	Name	Container	Weight (lb.)
63	Perchloric acid	1 gal bottles(2)	19
64	Petroleum-contaminated soil, solid	5 gal pails(3)	120
65	Phenol	1 lb. bottle	1.5
66	Phosgene	Small Cylinder	
67	Phosgene solution	500 ml bottle	1
68	Photo-resist solution (butylacetate,methyl cellosolve acetate)	1 Liter bottle	3.5
69	Picric Acid (crystalized, corroded, leaking)	4 Liter bottle	10
70	Potassium cyanide	100g bottle	0.5
71	Potassium metal, packed in nitrogen	1 gal sealed steel drum	12
72	R(-)-quinuclidinyl benzilate	5g bottle	0.1
73	Ruthenium tetroxide	5g bottle	0.1
74	Si5H10 (in glass ampules)	10ml or less(10)	0.1
75	Sodium bismuthate	25g bottle	0.2
76	Spent chiller oil, liquid	30 gal drum	205
77	Spent lab mixture; acetone and carbon tetrachloride	4 liter bottle	7
78	Spent lab mixture; dinitrobenzene and tolunitrile	200 ml bottle	1
80	Spent lab mixture; methylene chloride and chloroform	4 liter bottle	7
81	Spent lab mixture; petroleum ether, n-hexane, n-butanol	200 ml bottle	1
82	Spent lab mixture; xylene and propanol	4 liter bottle	7
83	Spent lab waste; halogenated hydrocarbons	200 ml bottle	0.3
84	spent paint thinner	1 gal pail	4
85	Spent silver solution	5 gal pails(2)	90
87	^{99m} Tc with xylene	2L	0.5
88	Tetra-etch	2oz metal can	0.4
89	Tetraethyl ammonium perruthenate	10ml bottle	0.1
90	Tollens Test wastes (liquid with grey precipitate)	100 ml bottle	0.6
91	Triethylphosine	lecture bottle	
92	Trin-butyl phosphine	100ml bottle	0.6
93	Unused lab mixture: acids, alcohols, and phenol	200 ml bottle	2
94	Unused mixture: n-amyl alcohol, p-dimethylamino benzaldehyde, HCl	200 ml bottle	0.5
95	Unused oil based paints	small cans(4)	15
96	used antifreeze	5 gal pails(5)	200
97	Uranyl Nitrate	100g bottle	0.2
98	Waste ethanol, 95%, spent lab waste	5 gal pail	24

Tag#	Name	Container	Weight (lb.)
99	Waste hydrochloric acid, hydrogen peroxide solution	4 liter bottle	11
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
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
113	Glass Slides	55 gallon poly	410
114	Pap with Methanol	55 gallon poly	300
115	HCL Solution	30 gallon poly	210
116	Sulfuric Acid	4 x 1 gallon bottle	90
117	Methanol	4 x 1 gallon bottle	90
118	Formalin 10% (with tissue)	20 x 1 liter bottle	110
119	Exposed X-Ray Film	55 gallon poly	430
120	Carbon Filters	30 gallon poly	250
121	Phenol Solution (<10%) with water	55 gallon poly	420
122	Barium Compounds	18, 14, 12 gallon poly box	50
123	Carbon (granulated)	55 gallon poly	480
124	Towels contaminated with phenol	55 gallon poly	280
125	Researcher generated lithium and sodium batteries	5 gallon bucket	45
126	Morpholinosulfur trifluoride	5g bottle	4g

Unknowns

Tag#	Name	Container	Weight (lb.)
200	Unknown (valve in good condition)	Small Cylinder	
201-301	Unknown liquids and solids from various labs	Various sizes 100ml-4 liter (100 total)	4
302	Unknown solution (looks like potassium permanganate solution - purple)	4 liter bottle	4