



EMERGENCY-REQUEST FOR PROPOSAL- EMERGENCY

Harlingen Hazardous Waste Removal Building J

RFP-20-DG-011

NIGP Class Code(s): 926-45

RESPONSES ARE DUE BEFORE:

Thursday, February 27, 2020, 2:00 PM CST

POINT OF CONTACT:

Danny de la Garza, CTCD, CTCM

Texas State Technical College

Phone: (956)-364-4554

danny.delagarza@tstc.edu

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1 SECTION 1: GENERAL INFORMATION

1.1 Background of Texas State Technical College

Texas State Technical College (“TSTC” or “College”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M College System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC has been accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) as a Level I institution since 1968. The College is an open enrollment institution with a full-time equivalent enrollment of approximately 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

In 2015, the College was granted single-accreditation status from SACS-COC, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. TSTC central administration is located in Waco, Texas, the site of the flagship campus. The College services students throughout the state of Texas at campuses located in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

1.2 Purpose of the Request for Proposals

Texas State Technical College (TSTC) is soliciting proposals in response to this Emergency Request for Proposal (RFP), from qualified Respondents to provide Waste Management and Disposal Services related to Hazardous and Other Regulated Waste (the “Services”) more specifically described in Section 2 of this RFP, including the locating, management, handling, transportation and disposal of hazardous and other regulated waste in accordance with the requirements and specification of this RFP, including without limitation to the terms and conditions of the Agreement.

TSTC is requiring two quotes. First, identification and inventorying of Unknown Chemicals. It is the responsibility of awarded Respondent to locate and identify all chemicals. Second, removal, transporting and disposing of those chemicals to an approved waste disposal facility.

1.3 Submission of Proposal

Pursuant to *Texas Government Code Title 10, Subtitle D, Chapter 2156.121-2158.127*, sealed proposals will be received until the date and time established as the submittal deadline. After the submittal deadline, proposals will be opened and only the names of Respondents that properly submitted a Proposal will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

Proposals must be received before the hour and date specified as the submittal deadline. Any proposal received after the expiration of the submittal deadline will be immediately disqualified from consideration.

Proposals will not be accepted by telephone, fax, or email. Proposals will only be accepted at the address below:

Danny de la Garza
Texas State Technical College
1901 N. Loop 499
Harlingen, Texas 78550
Phone: 956.364-4554
danny.delagarza@tstc.edu

Submit one (1) original signed proposal and one (1) identical electronic copy of the original signed proposal including all of its contents (“Proposal”). The original Proposal should contain the mark “original” on the Proposal Cover Page. The electronic copy shall be submitted in a USB/Flash Drive or CD in the same envelope as the hard-copy original proposal.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFP number, submittal deadline, and the name and return address of the Respondent. Proposal and any other information submitted by a Respondent in response to this RFP shall become the property of TSTC and will not be returned.

TSTC will not provide “delivery or hand stamp” receipt of Proposal or proof of delivery of Proposal which are delivered by hand or courier.

Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection.

By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC.

1.4 Questions and Clarifications

All questions and clarifications regarding this RFP must be submitted in writing to Danny de la Garza, at danny.delagarza@tstc.edu no late Submittal Deadline. TSTC reserves the right to request clarification of any information contained in a proposal. Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an Addendum. All such Addenda will be issued by TSTC before the submittal deadline as part of the RFP and Respondents shall acknowledge receipt of each Addendum to the RFP in proposal submission.

1.5 Schedule of Events

Issuance of RFP	Thursday, January 20, 2020
Pre-Submittal Conference	TBD
Deadline for Written Questions	TBD
Issuance of Addendum (if necessary)	TBD
Submittal Deadline (HUB Plan is Required if over \$100,000)	February 27 2020, 2:00 PM CST
Inspection	TBA
Award/Issuance of Purchase Order (tentative)	TBA

1.6 PRE-SUBMITTAL CONFERENCE:

Please request date and time so that we can have someone provide a walk through

1.7 Historically Underutilized Business Submittal Requirements (if applicable)

It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.

A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Proposal to be considered responsive. If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.

Search the State of Texas HUB Database for HUB Respondents by the NIGP class and item at: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

Additional minority and women owned business association resources are available for subcontracting notices at: <http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

Additional information and training regarding how to complete a HUB Sub-Contracting Plan can be found on the CPA Website at the following link: <http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>

1.8 Subcontracting Approval (If applicable)

The Respondent shall perform the Contract with its own resources and those sub-contractor identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.

In any subcontracts entered into by Respondent for the performance of the work, Respondent shall require the Sub-Contractor, to the extent of the work to be performed by the Sub-Contractor, to be bound to Respondent by the terms of the contract between Respondent and TSTC and to assume toward Respondent all of the obligations and responsibilities that Respondent, by the contract between Respondent and TSTC, assumes toward TSTC.

The Respondent shall manage all quality and performance, project management, and schedules for sub-contractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

1.9 Proposal Requirements

Proposals cannot be altered after the proposal submittal deadline and must be firm for up to 90 days from the submittal deadline. Proposals cannot be withdrawn after submittal deadline without written approval by TSTC based on a written request to withdraw.

1.10 Signature, Certification of Proposer

Proposals submitted without the required forms and authorized signatures, as specified in Section 3(Proposal Requirements) and Section 6(Attachments) are subject to disqualification at TSTC's sole discretion.

1.11 Proposal Evaluation and Award Process

Proposals will be evaluated in accordance with Section 4.1 of the RFP.

1.12 Exceptions to RFP

Any exceptions to terms, conditions, and requirements of the RFP, including the Service Agreement, must be made in writing and noted in the Proposal. Please refer to Section 6, Form B for the required form.

1.13 No Reimbursement for Proposal Costs

TSTC specifically disclaims the responsibility and/or liability for all costs, expenses, or claims related to or arising out the proposers' participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying their Proposal and the information relevant to the Proposal. Proposers acknowledge and accept that any costs incurred from proposers' participation in this RFP process shall be at their sole risk and responsibility.

1.14 Taxes

As an institute of higher education and agency of the State of Texas, TSTC is exempt from payment of Texas State and local sales or use taxes on all purchases (*Texas Tax Code, Section 151.309*). Do not include sales tax in Proposal. Tax exemption certificates are available upon request.

1.15 Reservation of Rights

TSTC reserves the right to modify the RFP, divide the Scope of Work into multiple parts, and reject any and all proposals to re-solicit for new proposals or temporarily or permanently abandon the RFP prior to the date on which TSTC's delegated authority executes a contract with the selected Proposer.

1.16 Texas Public Information Act

Proposers acknowledge that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act (*Texas Government Code, Chapter 552.001, et seq.*) TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information. All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure. If proposals include proprietary data, trade secrets, or information proposers must specifically label such data, secrets, or information as follows: **“PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION”**.

1.17 Equal Opportunity

Proposer must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.18 Accuracy of Information

The information presented in this RFP is complete and accurate to the best of TSTC’s knowledge. If proposers have any questions in regards to this RFP, a written request should be submitted to Point of Contact before the Deadline for Written Questions specified herein.

1.19 Contract Award

Proposals to this RFP are offers to contract with TSTC. Proposals do not become contracts and are not binding until a written contract is executed by TSTC’s delegated authority and awarded Proposer. Awarded Proposal and Respondent’s contract, if any, will become incorporated by reference in the written contract. TSTC shall reserve the right to award a contract for part or all requirements in the RFP, to award multiple awards, or not award any contract, according to what is in the best interest of the TSTC.

1.20 Ethics Conduct

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify proposers from current and future consideration for participation in TSTC purchase orders and contracts.

SECTION 2: SPECIFICATIONS

Covered Services

- 2.1 Respondent to provide Hazardous Waste Removal Services to TSTC Harlingen Location, Building J, for the locating, management, handling, transportation and disposal of hazardous and other regulated waste (the "Regulated Waste Services") in accordance with the requirements and specifications of this RFP.
- 2.2 Respondent must properly package, mark and label wastes for shipment including re-containerization, over-packing or lab-packing wastes as prescribed by industry standards. This also includes proper packaging, handling and labeling of shock sensitive material, re-actives, and gas cylinders.
- 2.3 Submit a summary report of all waste material identified and a disposition report.

Respondent Services: Respondent shall provide to TSTC the services outlined below:

- 2.4 Respondent shall, locate, package, label, manifest, load, transport, and dispose of Covered Wastes.
- 2.5 Respondent shall furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the Covered Services.
- 2.6 Respondent shall provide general consultation services at no additional cost to TSTC regarding proper and safe segregation of Covered Wastes in compliance with all Applicable Laws (defined in Section 2.2) with respect to the Covered Services.
- 2.7 Respondent shall package and label the Covered Wastes and shall provide such supplies as packing materials, appropriate containers, and recovery materials. All containers must meet federal, state, and local specifications for the material to be contained. TSTC has the right to require new rather than recycled drums at the sole discretion of TSTC.
- 2.8 Respondent shall, at Respondent's sole cost and expense, assume responsibility for and respond, in accordance with all Applicable Laws, to any and all leaks, spills, and other emergencies occurring in connection with performance of the Service Requirements: TSTC is entering into this Agreement in reliance on Respondent's special skills and expertise with respect to performing the Covered Services. Respondent accepts the relationship of trust and confidence established between TSTC and Respondent by this Agreement. Respondent agrees to use its best efforts, skill, judgment, and abilities in performing the Covered Services, and to cooperate with TSTC in providing the Covered Services. Respondent acknowledges and agrees that the implementation of safe, alternative methods for the performance of Covered Services that would provide cost savings are important aspects of this Agreement. Respondent acknowledges and agrees that waste minimization is an important aspect of this Agreement. Respondent agrees to use all reasonable efforts, within the limits of Applicable Laws, to propose safe, alternative

methods for the performance of Covered Services to reduce costs and liabilities to TSTC. Respondent agrees to use all reasonable efforts, within the limits of Applicable Laws, to propose routing of TSTC Institutions waste for reuse and recycling, or to otherwise minimize wastes requiring disposal.

- 2.9 Respondent shall, provide a written proposal to TSTC explaining how they will comply with the scope of services to be performed, a schedule and an estimate cost of identifying the hazardous material, and estimate cost of transporting hazardous material and an estimate cost of disposing hazardous material. If awarded Respondent to provide actual price.
- 2.10 Industry Practices: Respondent shall perform the Covered Services in accordance with the terms and provisions of this Agreement and pursuant to best industry standards and practices.
- 2.11 Respondent shall label and package all Covered Wastes in accordance with all Applicable Laws, including without limitation EPA and DOT regulations. Covered Wastes that are lab-packed shall be packed as efficiently as possible in accordance with such regulations. If Respondent elects to package such wastes in a manner that is less than optimal, Respondent shall charge TSTC for Covered Services as if Respondent has optimally packed the wastes. Respondent shall prepare and provide to TSTC a properly completed uniform hazardous waste manifest or other shipping document prior to removal of covered wastes from TSTC unless documentation is not required by law. The manifest must be typed, must include waste profile numbers, and must indicate the final destination for any third-party waste. Respondent shall provide TSTC with adequate time to review and approve a completed copy of the shipping documents, manifests, land disposal restriction notifications, and any other documentation prior to shipment. After shipment, Respondent must provide in a timely manner a copy of all manifests signed by a duly authorized representative of the TSD Facility. The Respondent shall enter EPA waste handling codes on the manifest. For a handling code indicating "other," Respondent must provide written documentation of the treatment/disposal method used.
- 2.12 If TSTC's Covered Wastes do not conform to the descriptions and specifications stated in the corresponding Profile Sheet, Respondent and Institution Coordinator shall, in good faith, attempt to amend the Profile Sheet and any other pertinent documents and/or correct any improper containerization, marking or labeling to enable Respondent to accept such non-conforming waste materials at a Facility. If the parties cannot, within a reasonable time after Respondent notifies TSTC the waste materials are non-conforming, resolve the same as set forth above, Institution Coordinator shall make prompt arrangements for the removal of such non-conforming waste materials from the Facility at which they are located to another lawful place of storage or disposal. TSTC agrees to pay Respondent its reasonable expenses and charges incurred with respect to TSTC's non-conforming waste materials at the current contracted rates contained in this Agreement.

- 2.13 If Respondent requests that work areas be secured, TSTC will be solely responsible for securing such work areas and for preventing anyone other than Respondent personnel from entering the designated work areas.
- 2.14 Respondent shall take title of waste materials upon acceptance at the Facility.
- 2.15 Dedicated Cargo Beds- Respondent and its Sub-Contractors shall transport Hazardous Waste Material only in vehicles with cargo beds dedicated to hazardous waste shipments or vehicles with placards identifying that Hazardous Waste Material is being transported. TSTC may require the use of a box truck instead of a tractor trailer at no additional charge to TSTC. Dedicated vehicles owned and utilized by the Respondent during pickups must be secured at all times except when actively loading waste. The Respondent is solely responsible for the security of the vehicle.
- 2.16 Approved Facilities-Respondent shall transport Hazardous Waste Material only to a properly registered, permitted, or licensed treatment, storage or disposal facility that maintains adequate insurance, operates in compliance with all Applicable Laws, and has been pre-approved in advance in writing by TSTC. Respondent shall provide a list of certified facilities that they employ.
- 2.17 Certificates of Disposal-As soon as reasonably possible, Respondent shall provide to TSTC a fully executed Certificate of Disposal, Certificate of Destruction, Certificate of Bulking or Blending, or Certificate of Reclamation or Recycling (each a "CD") furnished by the facility at which the waste becomes no longer traceable to TSTC through treatment, consolidation, or bulking. In any event, Respondent shall provide to TSTC a CD within ninety (90) days after pick-up by the Respondent of Covered Wastes treated at the TSD indicated on the manifest. The ninety (90) day period is exclusive of the days of planned outages occurring at the TSD facility named on the manifest. In all other cases, Respondent shall provide a complete CD to TSTC within 365 days after the date the Respondent picked up the Covered Wastes. For all wastes with an outstanding CD, a Drum Tracking Report will be made available, at least monthly, showing the location of the waste while in inventory.
- 2.18 CDs from third-party disposal facilities shall include the original outbound manifest and drum numbers, inbound (to disposal facility) manifest number, disposal date (i.e., date of actual destruction, blending or otherwise causing the waste to no longer be hazardous or traceable to TSTC, not the date of receipt at disposal facility), management method, and the handling code which designates the method of disposal. CDs from bulking and treatment facilities will include the original Institution outbound manifest and drum numbers, the inbound manifest number (to bulking facility), outbound manifest number (to disposal site or tank farm), shipment date, and TSD Facility to which it was shipped.

- 2.19 All CDs shall: (1) be properly executed by a responsible person at the TSD (Treatment Storage and Disposal) Facility; and (2) certify that (a) the Covered Wastes have been treated, neutralized, incinerated, bulked, blended, or disposed of by commingling with waste from other generators and is untraceable to TSTC, and (b) treatment and disposal has been performed in full compliance with all Applicable Laws and the provisions of this Agreement.
- 2.20 Prohibited Disposal Methods-Respondent shall not dispose of any hazardous wastes by deep-well injection, land-filling, or direct discharge to a public owned treatment works, except with the prior written from TSTC. Approval may be given or withheld at TSTC's sole discretion.
- 2.21 Procedural Changes- Respondent may implement changes governing methods of packaging, hazardous waste classification, description, routing, use of alternate approved TSD Facilities, or other pertinent disposal information, only with the prior written approval of TSTC, which approval shall not be unreasonably withheld.
- 2.22 Drum Disposal-Respondent shall ensure that all drums or other containers which contained Covered Wastes which are hazardous wastes are (i) properly cleaned and prepared for reuse and all labels removed, or (ii) permanently destroyed so that they cannot be reused for any purpose.
- 2.23 Bulking-Respondent shall not bulk Hazardous Waste Material on the premises of TSTC without permission and or requested to do so in writing by TSTC. Each such written request shall apply only to Covered Wastes specifically described in the written request and shall apply only to a single waste pick-up. Respondent may not rely on any prior written requests or course of business dealing with regard to requests for bulking wastes.
- 2.24 Segregation and Tracking of Hazardous Waste-Respondent shall assure that all wastes shipped pursuant to this Agreement are properly labeled in accordance with all Applicable Laws. Respondent must establish a tracking system, acceptable to TSTC in its sole discretion. Such tracking system must (1) comply with the requirements of Section 2 Covered Service, (2) track all wastes listed on each shipping manifest, and (3) include a chain of custody describing where and how the wastes were stored, repackaged, treated, transported, and disposed until the CD is completed and delivered to TSTC.
- 2.25 Compliance with Laws and Policies, Applicable Laws-Respondent shall observe and comply with all applicable laws, regulations, ordinances, orders, executive orders and directives (collectively, "Applicable Laws") of any governmental authority with regulatory jurisdiction, including without limitation EPA, TCEQ, DSHS, OSHA and DOT, and shall be in compliance with all applicable registration, license, and permit requirements at all times.
- 2.26 Policies and Procedures-Respondent shall at all times comply with applicable policies and procedures promulgated by College and each Institution. In addition, Respondent shall at all times cause its employees, sub-contractors and materialmen to observe and comply with all applicable policies and procedures promulgated by College and each Institution,

including but not limited to smoking, radio, consideration for patients and their families, parking and security policies and procedures. College and each Institution shall provide Respondent with copies of all applicable policies and procedures promulgated by each.

- 2.27 Respondent will perform the scope of the work (Work) to the satisfaction of the College and in accordance with the schedule (Schedule) provided by the Respondent. Time is of the essence in connection with this Agreement. College will have no obligation to accept late performance or waive timely performance by Respondent.
- 2.28 Respondent will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (collectively, Applicable Laws), for the performance of Work.
- 2.29 Permits and Licenses-Respondent shall obtain, at its own cost, and, prior to the effective date of this Agreement, provide copies to TSTC of all required governmental permits, approvals, licenses, filings, registrations, and approvals required by federal, state or local laws, regulations or ordinances, to provide the Covered Services, including but not limited to the handling, transportation, and disposal of Covered Wastes
- 2.30 Equipment Availability and Safety Emergencies-Respondent shall respond to all emergencies that may occur while performing and that are related to any Covered Services. Respondent shall ensure that there is no danger to the public health, safety, or welfare due to the Covered Services provided hereunder.
- 2.31 Safety Provisions-Respondent shall provide to its employees, sub-contractors, and material men any and all personnel protective equipment and safety equipment necessary for performing the Covered Services and shall cause its employees, sub-contractors, and material men to use such safety equipment. Respondent's safety equipment present on site should be any and all equipment necessary to respond to any potential incident related to covered services. Employees, sub-contractors, and material men of Respondent shall use all appropriate personal protective equipment while handling covered wastes.
- 2.32 Respondent represents and warrants that (a) it will use its best efforts to perform Work in a good and workmanlike manner and in accordance with the highest standards of Respondent's profession or business, and (b) all Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 2.33 Respondent will call to College's attention in writing all information in any materials supplied to Respondent (by College or any other party) that Respondent regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

- 2.34 The College at all times is relying on Respondent's skill and knowledge in performing Work. Respondent represents and warrants that Work will be accurate and free from any material defects. Respondent's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by College. Respondent will not be released from any liability by reason of any approval by College.
- 2.35 Respondent will at its own cost, correct all material defects in Work as soon as practical after Respondent becomes aware of the defects. If Respondent fails to correct material defects in Work within a reasonable time, then College may correct the defective Work at Respondent's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that College may have at law or in equity.
- 2.36 Respondent will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Respondent will cause all persons connected with Respondent directly in charge of Work to be duly registered and licensed under all Applicable Laws. Respondent will assign to the Project a designated representative who will be responsible for administration and coordination of Work. Respondent will furnish efficient business administration and coordination and perform Work in an expeditious and economical manner consistent with the interests of College.
- 2.37 Respondent represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Respondent has been duly authorized to act for and bind Respondent.
- 2.38 Respondent represents and warrants that neither the execution and delivery of this Agreement by Respondent nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision of its organizational documents; (b) result in the violation of any provision of any agreement by which it is bound; or (c) conflict with any order or decree of any court or other body or authority having jurisdiction.
- 2.39 Respondent represents and warrants that: (i) Work will be performed solely by Respondent, its full-time or part-time employees during the course of their employment, or independent Respondents who have assigned in writing all right, title and interest in their work to Respondent (for the benefit of College); (ii) College will receive free, good and clear title to all Work Material developed under this Agreement; (iii) Work Material and the intellectual property rights protecting Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges and other restrictions; (iv) Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent Respondent, client or other third party; and (v) the use, reproduction, distribution, or modification of Work Material will not violate the rights of any third parties in Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

- 2.40 If this Agreement requires Respondent's presence on College's premises or in College's facilities, Respondent agrees to cause its employees, representatives, agents, or sub-contractors to become aware of, fully informed about, and in full compliance with all applicable College Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

Respondent Qualifications

- 2.41 Representations-Respondent represents and warrants that: Respondent is a reputable firm regularly engaged in providing services such as the Covered Services. Respondent has provided such services for at least five (5) years. Respondent has experience with the disposal of Covered Wastes in the quantities and categories described by College and TSTCs.
- 2.42 Respondent has and shall maintain in good standing all required governmental permits, licenses, registrations, and approvals necessary to provide the Covered Services. Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the Covered Services.
- 2.43 Respondent is aware of, is fully informed about, and is in full compliance with all Applicable Laws, including without limitation Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), the Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), the Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), the Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, the Immigration Reform and Control Act of 1986, Utilization of Small Business Concerns and the Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96507), the Americans with Disabilities Act of 1990(42USC 12101 et seq.), the Civil Rights Act of 1991 and all other applicable laws, regulations and executive orders.
- 2.44 Respondent understands the conditions under which it will be required to operate.
- 2.45 Respondent shall not transfer, subcontract, delegate or assign any of its duties or responsibilities under this Agreement without the prior written approval of TSTC.
- 2.46 Respondent shall at all times maintain an adequate staff of experienced and qualified employees to ensure the efficient performance of the Covered Services and its other obligations under this Agreement. Each phase of work performed by the Respondent shall be under the direction of a project manager employed by the Respondent who has expertise in the managing Covered Services. All personnel directly involved with the performance of Covered Services shall be trained regarding the use of safety equipment, protective equipment, and respirators (if applicable), and have demonstrated current completion of 40 hour HAZWOPER training and have at least six (6) months of field experience. None of the services performed hereunder shall be provided by trainees (i.e., personnel with less training or experience than that required herein) without the prior

written consent of TSTC, which consent can be withheld for any or no reason. TSTC may restrict in any manner he or she deems appropriate the activities of any trainee on the premises of TSTC. Trainees shall be under the supervision of an individual experienced in the performance of Covered Services and training shall be completed at the expense of Respondent. Respondent must follow all applicable safety requirements. A copy of the training program will be provided to TSTC upon request.

- 2.47 For sites that operate as a Large Quantity Generator, each pick-up made by Respondent shall be under the direction of a supervisor employed by Respondent who has, at a minimum, a Bachelor's degree in a scientific field and at least three (3) years field experience in the handling, packaging, treatment, storage, and disposal of hazardous waste. For all other sites, each pick-up made by Respondent will be under the direction of a supervisor employed by Respondent who has, at a minimum, a Bachelor's degree in a scientific field and at least one (1) year field experience in the handling, packaging, treatment, storage, and disposal of hazardous waste; or an Associate's degree in a scientific field and at least two (2) years field experience in the handling, packaging, treatment, storage, and disposal of hazardous wastes. Additionally, any individual certified by the Institute of Hazardous Materials Management as a Certified Hazardous Materials Manager satisfies the criteria for qualified personnel. All personnel directly involved with the handling of hazardous wastes shall be trained regarding the use of safety equipment, emergency response equipment and personal protective equipment related to covered services, including respirators; shall have received all training required by EPA, OSHA, DOT and other applicable governmental authorities; and shall have at least six (6) months of field experience in the handling, packaging, treatment, storage, and disposal of hazardous wastes.

2.48 Change or Addition to Specifications

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Specifications at any time during the term of the RFP.

SECTION 3: PROPOSAL REQUIREMENTS

The Proposal must be organized in sections and divided by tabs in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired. All forms must be completed, signed, and returned as part of the Respondent's proposal.

3.1 Execution of Offer (TAB 1)

The Execution of Offer (Form A, Section 6) should be the first page of your Proposal. This form must be signed by a person authorized to sign for the Respondent.

3.2 Proposal Criteria (Each section should be in a separate tab)

Proposal Response (Tab 1)

- Respondents to provide a detail plan on how their firm will approach the removal of all hazardous waste material following the requirements in Section 2 of this RFP. Please cover packaging process, transport process, disposal process and disposal documentation along with a schedule of the project.
- Respondent shall provide a list of certified facilities that they employ.
- Example documentation of inventory list and Certificate of Disposal per Section 2.17
- Provide copies to TSTC of all required governmental permits, approvals, licenses, filings, registrations, and approvals required by federal, state or local laws, regulations or ordinances, to provide the Covered Services, including but not limited to the handling, transportation, and disposal of Covered Wastes

Safety Documentation (Tab 2)

- Respondent's current EPA and TCEQ TSD facility registration numbers and approved transporter license(s).
- Respondent's history of federal and state regulatory compliance for all of its activities with regard to hazardous wastes for the last five (5) years.
- List of members that will be used in the project along with their training, experience on similar projects and certification information.
- Respondent's internal guidelines and procedures relating to the packaging, transportation, storage, treatment, or disposal of hazardous wastes. Respondent shall provide copies of any changes or additions to such internal guidelines and procedures to the Contract Coordinator and all Institution Coordinators immediately upon such change or addition.

Price Form (Tab 3)

- Respondent to provide a list of fees and an estimated cost of identifying the hazardous material, and estimate cost of transporting hazardous material and an estimate cost of disposing hazardous material. Provide how the estimates were calculated. If awarded Respondent to provide actual price. List out any additional fees, miscellaneous costs.

Optional (Tab 4)

- Proposer can submit any other services, warranty, goods, etc. that will make differentiate them from other proposer and will give TSTC a Best Value.

2 SECTION 4: EVALUATION

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services to TSTC, (2) total overall cost to TSTC, and (3) expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Respondent will be those factors listed below.

Threshold Criteria Not Scored:

- Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and
- Ability of TSTC to comply with laws regarding purchases from persons with disabilities

Respondents shall carefully read the information contained in Section 4.1 and submit a complete statement of Proposals to all questions in Section 3.2. Incomplete Proposals will be considered non-responsive and subject to rejection.

Criteria to be Evaluated		Points
Criteria One:	Proposal Response	25
Criteria Two:	Price	25
Criteria Three:	Schedule	25
Criteria Four:	Company and Staff Experience	25

4.1 CRITERIA

TSTC may select the Proposal that offers the “best value” for TSTC based on the published selection criteria and on its ranking evaluation. TSTC may first attempt to negotiate a contract with the selected respondent. TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next “best value” respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTC overall, as determined by TSTC.

Best Value Criteria

- The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required.
- The number and scope of conditions attached to the RFP.
- The ability, capacity, and skill of the proposer to perform the contract or provide the service required.
- Whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- The character, responsibility, integrity, reputation, and experience of the proposer.
- The quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as photos of equipment, samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- The ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract.
- The purchase price:
- Any relevant criteria specifically listed in the RFP or request for proposals.

3 SECTION 6: FORMS

TSTC Requires that the Respondent complete and return the following forms as part of their proposal.
(Each form should be in a separate tab)

- FORM A: EXECUTION OF OFFER
<https://drive.google.com/a/tstc.edu/file/d/1-UjkKtkYg9iq6nPcEqG2BehueicNtvku/view?usp=sharing>
- FORM B: DEVIATION/COMPLIANCE SIGNATURE FORM
<https://drive.google.com/a/tstc.edu/file/d/1-WxAWWAgz4MwsPirEr5JNljQIrxaoQEh/view?usp=sharing>
- FORM C: NON-COLLUSION STATEMENT
https://drive.google.com/a/tstc.edu/file/d/1-YRfnE-io4fwGGc4uxuQGF_mlhkm_YKd/view?usp=sharing
- FORM D: REFERENCES
<https://drive.google.com/a/tstc.edu/file/d/1-hkkeFTrZnQ0VqTKzNXW1m2hU3anw1Ve/view?usp=sharing>
- FORM E: INTERLOCAL AGREEMENT CLAUSE
<https://drive.google.com/a/tstc.edu/file/d/1-iSukTdfsLfBudN3bApB0W37JWmrN3rr/view?usp=sharing>
- FORM F: HUB SUBCONTRACTING PLAN (only if response is over \$100,000)
https://drive.google.com/a/tstc.edu/file/d/16PAaaIe7wTdYfoPq3987b7RHdizqh_z3/view?usp=sharing
- FORM G: CONFLICT OF INTEREST
<https://drive.google.com/a/tstc.edu/file/d/1gA4flfw76O4iYgKRpT6vIFzVwM-0PoB/view?usp=sharing>
- FORM H: NO BID RESPONSE (OPTIONAL)
https://drive.google.com/a/tstc.edu/file/d/1-ic7Duh8I2I8Danun_sQ6FOY5bix5mr3/view?usp=sharing