



REQUEST FOR PROPOSAL

RFP NUMBER: 753-SHSU-2026-RFP-572-670000
Hazard Waste Disposal Services

ALL PROPOSALS MUST BE RECEIVED BY:
July 1, 2026 @ 3:00 p.m. CT (Central Time)

NOTE: Proposal must be submitted in BearKatBuy Sourcing Director at

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=SamHoustonState>

on or before the hour and date specified for the Request for Proposal opening. After receipt, only the names of offerors will be made public. Prices and other proposal details will only be divulged after the contract award if one is made.

Refer Inquiries To:

Sam Houston State University Procurement care of the
BearKatBuy Sourcing Director Q & A Board at the web
address shown above under RFP number:

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SECTION A – INTRODUCTION

A.1 SCOPE OF PROPOSAL: Sam Houston State University (“SHSU” or “University” herein), through this Request for Proposal (“RFP”) is seeking a qualified company (“Proposer”) that is experienced, certified, and registered at the State and Federal level in hazardous waste management. The Proposer must provide and facilitate segregation, collection, transportation, and disposal of hazardous waste generated on SHSU campuses.

NOTE: The University will pay only for the services utilized. The University makes no guarantee on the amount paid over the course of the contract. These services are not exclusive and the University, at its discretion, may contract with other contractors to perform these services.

SECTION B – PROPOSAL INSTRUCTIONS AND REQUIREMENTS**B.1 BEARKATBUY SOURCING DIRECTOR, DELIVERY METHODS, DOCUMENTATION**

- B.1.a BearKatBuy Sourcing Director:** SHSU Procurement & Business Services Department (“Procurement”) uses an e-commerce system, BearKatBuy Sourcing Director (“BKB”), for all solicitations. Only proposals submitted in BKB will be accepted by the University. Proposers should carefully read and follow all directions and instructions contained in this document and in BKB.

The SHSU Purchaser overseeing this solicitation is:

Name: Emily Cryer
Phone: (936) 294-1905
E-mail: egc044@shsu.edu

Proposers may direct questions concerning BKB and how to submit responses to

Joni Gregory, SHSU e-Procurement Systems Specialist at (936) 294-4669 or by e-mail:

joni.gregory@shsu.edu. Please try to have questions concerning BKB submitted by 5:00 p.m. CT the day before the RFP due date. **Only questions concerning BKB and the submittal process may be addressed and answered by the e-Procurement Systems Specialist. All other questions concerning the solicitation must be handled as addressed in Section B.3.a.**

The Proposer is **solely responsible** to ensure that all Prerequisites, Supplier Attachments, and any other instructions as directed/required in BKB and the RFP document have been completed. All attachments may be reviewed by the Proposer prior to final submission of their response.

- B.1.b Unacceptable Proposal Delivery Methods:** The University will not accept proposals submitted by telephone, facsimile (fax) transmission, hand delivered, mailed, electronic submission (e-mail, USB flash drive, CD-ROM, etc.), or any other method, other than through BKB in response to this RFP.
- B.1.c Samples, Bid Bonds, and Additional Documentation:** Should the University, as part of this solicitation, require samples, a bid bond or any other additional documentation **that cannot be submitted electronically** the Proposer must submit the information on or before the time and date specified for the RFP opening via FedEx or UPS

The **Proposer (not the carrier or delivery services (FedEx, UPS, etc.) or the University)** is solely responsible for ensuring that the documentation is received in the Procurement office prior to the specified opening date and time as specified for the RFP opening.

Deliver Documentation To:
 Sam Houston State University
 Procurement Department
 University Plaza
 1 Financial Plaza, Suite 260
 Huntsville, TX 77340

- B.1.d Proposer’s Response/Late Proposals:** Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. **Failure to submit a complete response, including additional information/documentation, will result in disqualification of Proposer’s proposal. Proposals received after the deadline will be disqualified.**

B.2 RFP METHODOLOGY/PROCESS

- B.2.a Proposer's Acceptance of Evaluation Methodology:** By submitting a proposal, the Proposer acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the Proposer recognizes that some subjective judgments must be made by the University during the RFP process.
- B.2.b Selection Process:** The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the Proposer receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals from Proposers that meet the requirements and have properly followed all instructions.
- B.2.c Criteria for Award:** The award, if made, will be to the successful Proposer(s), if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP and will be to the Proposer that submitted a proposal in response to this RFP, on or before the submittal deadline, that is the most advantageous to the University. The factors to be considered by the University in evaluating proposals and selecting the successful Proposer for this award, will be those factors listed, with their relative weights, in Section C of this RFP.
- B.2.d Public Information:** By submitting a proposal, the Proposer acknowledges that the awarded Agreement, and the contents of any underlying proposals or other documents provided to the University in response to a competitive bid process from which the Agreement resulted, are public information under the Texas Public Information Act (Texas Government Code, Chapter 552). Proposer agrees that the University may provide a copy of the Agreement and/or bid documents in response to a public information request, post the Agreement on its public website, or otherwise release the contents of the Agreement and/or bid documents at the University's discretion and without prior notice to Proposer. Proposer acknowledges that the University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.
- B.2.e Costs of Preparing Proposals:**
1. The Proposer shall bear, as its sole risk and responsibility, any costs that arise from preparation of the Proposer's response to this solicitation.
 2. 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.
 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, unless otherwise expressly stated. Proposer submits its proposal at its own risk and expense.
- B.2.f Negotiations or Discussions:** If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers (BAFO) will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the time proposals are due.
- B.2.g Presentations:** The University may, at its sole discretion, invite selective responsive Proposer(s), at the Proposer's expense, to give an oral presentation/demonstration and respond to questions. Presentations, at the University's discretion, may be either on site at the University or by video conference.

- B.2.h Pricing:** Include any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, warranty, etc., in the unit pricing for this proposal. All pricing must be in United States Dollars.
- B.2.i Property of the University:** Proposals and any other information submitted by Proposer in response to this RFP shall become the property of University.
- B.2.j Conditional Clauses:** Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind; are subject to disqualification by University, at its option.
- B.2.k Proposal Validity Period:** Each proposal should state that it will remain valid for a minimum of forty-five (45) days (can change if Board approval needed) after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays. The successful proposal accepted by University shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.
- B.2.l Modification or Withdrawal:** Proposal may be modified or withdrawn prior to the BKB submittal deadline. After submittal deadline, no proposal may be withdrawn without University's consent, which shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, at its sole discretion.
- B.2.m Use of Services by Other Institutions of Higher Education:** Texas Law authorizes Institutions of Higher Education (defined by Texas Education Code, Section 61.003) to use group purchasing procurement methods (Texas Education Code, Section 51.9335). In addition to extending the pricing to SHSU, Proposer agrees that other Institutions of Higher Education may enter into an agreement or contract with Proposer for the purchase of the products/services described herein based on the terms, conditions, and prices of this awarded agreement. Such election shall be solely at the option of the Texas State University System ("TSUS") component or other Institutions of Higher Education. These State Agencies and Institutions of Higher Education will issue their own purchase orders/agreements, directly receive good or services at their place of business, and be billed directly by the successful respondent.

B.3 PROPOSER QUESTIONS, ADDENDA, AND AWARD INFORMATION

- B.3.a Proposer Questions:** After the RFP is advertised, Proposer(s) will have until **June 17, 2026 at 11:00 am** to submit **written** questions in BKB via the Q & A Board in relation to this proposal. Only questions submitted in BKB will be accepted. All questions submitted and received will be reviewed, consolidated where possible, and answered via the Q & A Board on BKB and linked through a notice on the Texas Electronic State Business Daily ("ESBD") at <https://www.txsmartbuy.gov/esbd> to the RFP on BKB. Responses are usually posted within two (2) business days unless the questions involve legal issues or complex subjects. It is the Proposer's responsibility to continually check the BKB Q & A Board and the ESBD web site for responses.
- B.3.b Addenda to RFP:** If it becomes necessary to revise any part of this RFP, a revision will be given in the form of an addendum. The addendum will be posted on BKB and linked through a notice on the ESBD to the RFP on BKB. It is the responsibility of the Proposer to monitor the website for addenda or other written responses.
- B.3.c Award Information:** In addition, information about the award will be posted on both BKB at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=SamHoustonState> and the ESBD at <https://www.txsmartbuy.gov/esbd>.

B.4 GENERAL INFORMATION

B.4.a Class and Item: 926-78 and 968-71

B.4.b Communication with University Personnel: All communication with the University must be through Procurement via the BKB Q & A Board (see Section B.3.a). Proposers are reminded that SHSU is not bound by any oral statements or representations. Procurement is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding Agreement. Except as provided in this RFP and as otherwise necessary for the conduct of existing SHSU business operations, Proposers are expressly and absolutely prohibited from engaging in communications with SHSU personnel who are involved in any manner in the drafting of the RFP, in the review or evaluation of the Proposals, in the selection of a Contractor, Negotiation, or formalization of a Contract. **If any Proposer engages in conduct or communications that SHSU determines is contrary to the prohibitions outlined in this section, SHSU may, at its sole discretion, disqualify the Proposer and remove the Proposal from consideration.**

B.4.c Parties to the Proposal/Resulting Contract: SHSU and the contractor. Facilities Management is a department of SHSU.

B.4.d Termination: The University may, with or without cause, terminate the awarded contract(s) at any time upon giving a thirty (30) days' written notice to the awarded vendor(s).

B.4.e Performance Period/Option to Extend the Term: After the initial two (2) year period, the University may extend the term of the resulting purchase order in one (1) year increments by written notice to the Proposer at least thirty (30) days prior to the end of the performance period. The total duration of the order, including the exercise of options, shall not exceed five (5) years.

Initial Period:	September 1, 2026, or date of award if later, through August 31, 2028
First Option Year:	September 1, 2028 through August 29, 2029
Second Option Year:	September 1, 2029 through August 30, 2030
Third Option Year:	September 1, 2030 through August 31, 2031

B.4.f Multiple Awards: The University reserves the right to make one or more awards based on low line item, low total of line items, or any other combination that will serve the best interests of the University.

B.4.g Re-award: The University reserves the right and has the option to re-award this contract to the next highest ranked Proposer(s) that meets the requirements of the RFP, if the initial awarded Proposer(s) cannot meet the requirements of the RFP, for any reason, throughout the term of the contract.

B.4.h Required Timeline:

1. Issue RFP: June 4, 2026
2. Notification of intent to attend Pre-Proposal Conference: June 15, 2026
3. Pre-proposal Conference: June 16, 2026
4. Last Day for questions: June 17, 2026
5. Proposal due: July 1, 2026

B.4.i Insurance: Proposer shall submit proof of insurance with their response as an attachment in BKB under Supplier Attachments. Proposer shall procure and maintain the minimum insurance policies and shall name the University as an additional insured party as appropriate; and upon execution of a contract to operate. The University's minimum requirements are provided in BKB under Prerequisites for this RFP.

B.4.j Execution of Offer: Proposer shall complete, sign, and submit the Execution of Offer and Appendix A along with pricing requested in Appendix A with their response as an attachment in BKB under Prerequisites. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign and attach the Execution of Offer under Prerequisites in BKB will result in the rejection of the proposal.

B.4.k Compliance with University Policies: Proposer(s) are notified in the event of an award, the following University Policies, at a minimum, shall apply to a contractor's employees and subcontractors while on the SHSU campus:

1. On-campus driving and parking;
2. Prohibition on smoking or tobacco use;
3. Fire safety; Hazardous Materials;
4. Drug-free workplace; and,
5. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

The University policies may be viewed at http://www.shsu.edu/intranet/site_policies.html and <https://www.shsu.edu/dept/hr/policies.html>.

B.4.l Background Checks: The awarded Proposer(s), prior to the issuance of a purchase order, shall be required to perform background checks on all employees coming into contact with students, faculty, or staff, per TSUS Rules and Regulations, Chapter III, Paragraph 10.3. No employee who has a police record other than minor traffic violations may be assigned duties under the awarded contract. Contractor(s) shall be responsible for the submission of a police clearance record or background check within twenty-four (24) hours upon request.

B.4.m Parking: Parking permit requirements and information regarding parking fees may be viewed at <https://www.shsu.edu/parking/>.

B.4.n Non-Discrimination: In their execution of any Agreement or contractual arrangement resulting from this Solicitation, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of the awarded Agreement.

B.5 PROPOSAL CONTENT, PREPARATION, AND SUBMITTAL INSTRUCTIONS

Format for Proposal: Proposer shall submit proposals using substantially the following format in terms of order of content. Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation.

NOTE: All proposals are to be submitted in BKB under Supplier Attachments.

- Cover Page
- Table of Contents
- Executive Summary of Proposal
- Company Information and History, including but not limited to the following:
Company Name, Federal Tax Identification Number, Company address, contact information of company and Proposer's representative.
- Pricing Proposal
- All required information as requested in the Evaluation Criteria, Sections B through D, as well as any additional information the Proposer feels is relevant to their proposal.
- SHSU Standard Contract Agreement – indicate acceptance or submit redlined Agreement.
- Historically Underutilized Business (HUB) Subcontracting Plan and all required HUB documentation, if applicable.

Length of Submission: Please keep proposal submission short and to the point while still providing all requested documents and information. Overly long or elaborate proposals are not desired.

NOTE: The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.

B.6 THE STATE OF TEXAS HUB SUBCONTRACTING PLAN

NOTE: For this RFP a HUB Subcontracting Plan (HSP) is required. Failure to comply will result in the rejection of the proposal.

- a. Proposals over \$100,000 (including initial award and all potential option/extension periods) submitted without an HSP will not be considered for award.
- b. Questions regarding the HSP and/or to review the HSP as a courtesy **PRIOR** to the RFP closing date and time as shown on page one of this document can be directed to the University's HUB Coordinator, Cynthia Guajardo, at (936) 294-1991 or shsuhub@shsu.edu. The acronym TBD (to be determined) will no longer be accepted in the column marked Approximate Dollar Amount.
- c. SHSU has adopted the Texas Statewide Procurement Division's (SPD) rules as their own HUB rules (Texas Government Code, Section 2161.003 and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. It is the policy of the University to encourage the use of small and historically underutilized businesses by making good faith efforts to increase purchases and contract awards through race, ethnic, and gender-neutral means. The goal is to promote full and equal business opportunity for all businesses. The University will make a good faith effort to assist small and historically underutilized businesses in receiving a portion of the total contract value for all contracts for construction, services, including professional and consulting services, and commodities purchases. The University has determined that subcontracting opportunities are probable under this contract. Proposers who intend to subcontract must perform their good faith effort in completing the HSP. Failure to do so will result in disqualification. When completing the HSP make note that the University's HUB goals are as follows:

Building Construction	21.10%
Special Trade	32.90%
Professional Services	23.70%
Other Services	26.00%
Commodities	21.10%

- d. HSP forms have been provided in BKB under Prerequisites for this RFP. HSP forms are also available at the Texas Comptrollers website at the following link:
<https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>

B.7 CONTRACTUAL REQUIREMENTS

B.7.a Contract Administration: Contract administration will be by Procurement in conjunction with Facilities Management.

B.7.b Purchase Order: The University shall issue a purchase order for the initial purchase and set up period to record payment as part of the awarded contract. The University will issue a new purchase order for each subsequent fiscal year of the contract and any extensions, if exercised. Initial payment will not be made until the System is installed, commissioned, and accepted by the University.

B.7.c Purchase Order and Contractual Changes: All addenda to and interpretation of this solicitation shall be in writing. The University shall not be legally bound by any addenda or interpretation that is not in writing. All changes must be supported by a written addendum or Purchase Order Change Notice prepared and processed by Procurement. **Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.**

B.7.d Standard Contract Agreement: The terms and conditions contained in the University's Standard Contract Agreement ("Agreement") (ref. Prerequisites) or, at the sole discretion of the University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract that results from this RFP. If Proposer agrees with the terms and conditions set forth in the Agreement, Proposer will acknowledge acceptance in writing and submit with the Proposal. **Failure to acknowledge this Section may result in disqualification of Proposal.** If Proposer has additional terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions, participation forms, etc.) or if Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer shall submit a redlined Agreement (in the original editable format, i.e. Microsoft Word) as part of its Proposal. Proposer's additions and exceptions will be reviewed by the University and may result in disqualification of Proposal as non-responsive to this RFP. If Proposer's additions and exceptions do not result in disqualification of Proposal, then the University may consider Proposer's additions and exceptions when the University evaluates the Proposal. The University will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

Any addition, deletion, noted exception or other change made to the Agreement must be accompanied by a comment explaining Proposer's rationale for the edit. Failure to include all such terms and conditions in response to this RFP may result in disqualification of Proposal.

B.7.e Invoice and Payment:

1. The University's standard payment terms are NET 30 days in accordance with the State of Texas Prompt Payment Act, Texas Government Code, Chapter 2251, unless otherwise noted on the purchase order. SHSU is an agency of the State of Texas and is tax exempt.
2. Payment will be made by SHSU Disbursements Department after receipt of a correct invoice and a payment approval from the department.
3. Submit original invoices to:

**Sam Houston State University
Disbursements and Travel Services
Box 2185
Huntsville, TX 77341
E-mail: acctspay@shsu.edu**

B.8 PRE-PROSPOSAL CONFERENCE

A pre-proposal conference will be held:

**Tuesday, June 16, 2026 at 1:00 p.m. CT
Sam Houston State University Physical Plant
2424 Sam Houston Avenue, Building B
Huntsville, Texas 77340**

While not a requirement for submitting a proposal, it is highly recommended that all interested potential Proposers attend this pre-proposal conference. As a courtesy, please RSVP by posting a notification to the BKB Q & A Board by **Monday, June 15, 2026 at 11:00 a.m. CT** informing me if you plan to attend and how many will be attending.

SECTION C – EVALUATION CRITERIA

C.1 REVIEW PANEL: Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

C.2 WEIGHTED VALUES: Evaluation factors will be weighted as follows:

Price Evaluation Criteria <ul style="list-style-type: none"> • Price for Basic Services including labor and equipment. • Proposed Escalation for optional years. 	40 PTS
Resources Evaluation Criteria <ul style="list-style-type: none"> • Proposer's ability to provide hazardous waste materials removal, handling, and disposal. • Qualifications/staffing plan of service team • Proposer's quality control and commissioning program • Proposer's project safety program 	30 PTS
Proposer's Experience <ul style="list-style-type: none"> • Proposers experience with similar service projects for the Federal Government, State of Texas, State of Texas County Governments, Texas Municipalities, K-12 Education, or Higher Education 	15 PTS
Proposer's Qualifications/Business History <ul style="list-style-type: none"> • Business references-current customers • Quality of RFP response and how well did the Proposer follow the instructions of the RFP 	15 PTS
Total	100 PTS

C.3 EVALUATION CRITERIA:

PRICE EVALUATION CRITERIA (40PTS)

Price for Basic Services – Lowest cost for Basic Services for locations listed on the pricing sheet attached in BearKatBuy Sourcing Director with the Execution of Offer under Prerequisites.

Proposed Escalation for Optional Years – The percentage escalation, if any for each additional year of the duration of the contract.

RESOURCES EVALUATION CRITERIA (30PTS)

Proposer's ability to provide services – The proposer shall provide the following information on their firm for the past five (5) years: the number, value, and percent change of contracts in Texas per year and annual revenue totals and percent change per year. Proposer shall state whether their firm is currently for sale or involved in any transaction to expand or to be acquired by another business entity. Proposer should provide details of any past or pending litigation, or claims filed against the firm that may affect performance. Proposer shall provide information concerning whether the firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. State whether the firm has ever failed to complete any work which it has been awarded.

Qualifications/Staffing Plan of Service Team – The proposer is expected to provide a detailed staffing plan including recruitment, hiring practices, background checks, level of experience of each team member, etc.

Proposer's Quality Control and Commissioning Program -- Proposer should provide details of their quality control program, including method used to ensure quality control during each phase of a project (provide specifics). Provide safety awards given to your firm by recognized industry associations in the past five years.

Proposer's Project Safety Program – Proposer shall describe their job site safety program and specific safety policies in which employees must be in compliance.

PROPOSER'S EXPERIENCE (15PTS)

Proposer shall provide detailed information on their experience with similar construction projects undertaken for the Federal Government, State of Texas, State of Texas County Governments, Texas Municipalities, K-12 Education, or Higher Education for the last five (5) years. Proposer shall provide, at minimum, the name of the institution or entity, contact information and a brief description of the project including dollar amount and duration of project to completion.

PROPOSER'S QUALIFICATIONS/BUSINESS HISTORY (15PTS)

Business Reference – Proposer should provide a minimum of five active business references, including business name, contact person, and contact information.

Quality of RFP Response – The quality of the RFP response and how well did the Proposer follow the instructions of the RFP.

SECTION D – PRODUCT/SERVICE SPECIFICATIONS

D.1 OBJECTIVES

SHSU is seeking proposals from qualified companies experienced, certified, and registered at the State and Federal levels in hazardous waste management. The proposer must provide and facilitate segregation, collection, transportation, and disposal of hazardous waste generated on SHSU campuses.

Additionally, proposer will provide general consulting to improve SHSU's waste handling, provide consulting for state & federal requirements, assist with identifying Unknown Materials and aid in classification of wastes. Proposer must have a computerized waste profile system available to the University, have electronic manifesting available to the University, provide proof of and maintain insurance coverage, have previous experience handling academic lab pack waste and be able to provide references, own their own treatment and disposal facilities for at least 90% of waste to be generated at your site, and vendor must provide audited copy of closure plan.

The quantity and type of hazardous waste depend on the research activities at the time. See pricing Schedule for a list of possible chemicals. SHSU reserves the right to add or alter this list as needed. For this reason, the Proposer must be capable and willing to handle various chemical types and quantities.

Throughout the extent and duration of the Contract, the successful Proposer shall comply with all existing applicable laws including, but not limited to, federal, state, and local laws, rules, regulations, ordinances, codes, standards, or legal requirements.

Copies of all permits, licenses, and credentials shall be submitted to Sam Houston State university, Environmental Health & Safety, 2424 S. Sam Houston Ave. Box 2357, Huntsville, Texas 77341 after the contract is awarded.

D.2 SCOPE

Proposer shall perform all services on an “open order” basis as pickup requests are received from SHSU, pursuant to the requirements of this RFP and any specific instructions by SHSU.

Except as stated otherwise by SHSU in writing, transportation, and delivery of all equipment, supplies, and labor as it relates to this scope of work, shall be the responsibility of the Proposer.

All requirements for the Proposer will also apply to all subcontractors. It is the Proposers’ responsibility to ensure compliance by the subcontractors. Regardless of subcontracting, the Proposer remains liable to SHSU for the performance, under this RFP or any resulting Contract.

Proposer shall obtain any licenses or permits required to provide the service under this RFP at its own cost.

Notice:

Proposer shall coordinate the dates and times of all visits with SHSU’s Hazardous Waste Specialist or Environmental Protection Manager. A list of chemicals and approximate quantities and numbers of containers will be provided to the successful Proposer before the requested date of pick up whenever possible.

Some situations may not allow for such notice; however, the successful Proposer is not relieved of responsibility due to short notice.

If Proposer fails to arrive with proper personnel and equipment for completion of the Services or to notify SHSU of a delay, within two (2) hours of the agreed-upon time on the agreed-upon date, then the amount payable for such shipment shall be reduced by a five percent (5%) discount. In no event, however, shall the amount payable for any one shipment be reduced by more than twenty percent (20%).

D.3 PACKING AND INSPECTION

The Proposer will supply all packaging material and containers.

The Proposer shall properly segregate and package for shipment all hazardous wastes including bulking, containerization, over-packing, and lab-packing, as necessary. The Proposer shall mark and label all containers according to Applicable Laws.

SHSU may bulk compatible liquids for shipment prior to the Proposer's arrival. Proposer shall conduct a visual inspection of containers and /or any packing provided by SHSU prior to transportation and disposal. Proposer shall notify SHSU of any deficiencies or concerns.

Services will be provided during normal operating hours. Proposer shall from time to time, be asked to perform Services related to the scope of work, but that takes place either outside normal operating hours or involve no disposal of waste, such as a lab move or waste stabilization. Proposer shall include independent pricing for Services taking place outside of normal operating hours.

Normal operating hours are defined as Monday through Friday, 8:00 AM to 5:00 PM, excluding Holidays.

Proposer shall provide general services at no additional cost to SHSU regarding proper and safe segregation of hazardous wastes in compliance with Applicable Laws.

D.4 TRAINING AND EMERGENCY RESPONSE

Each member of the Proposer's (and subcontractor's) staff that will be handling any hazardous waste must be trained in emergency spill response actions. When handling and transporting SHSU's hazardous waste, the Proposer shall have available at all times sufficient spill control equipment and supplies to allow for the control and containment of a worst-case scenario incident involving the types and amounts of wastes being handled and transported.

D.5 TRANSPORTATION AND DISPOSAL

Unless otherwise agreed to in writing by SHSU's Hazardous Waste Specialist or Environmental Protection Manager, all waste will be loaded and removed from SHSU campus on the day the manifests are signed by the SHSU representative.

Upon accepting possession of waste materials, which is deemed complete once the manifest is signed by all parties, the Proposer will assume the risk of loss and all other incidents of possession. Proposer shall adequately protect adjacent property while performing services on SHSU campuses. If a pick-up cannot be completed in a single day, the Proposer shall provide the same personnel to complete the pick-up the following day unless otherwise agreed upon by SHSU.

Items that cannot be transported at the time of waste shipment must be retrieved within 10 days of the discovery of non-transportable items. Contractor will absorb the cost of subsequent pickup(s) if proposer has previously agreed to handle wastes.

Waste must be disposed at a permitted Treatment, Storage, and Disposal Facilities (TSDF) or Class 1 (one) landfill.

D.6 QUALITY MEASURES

The Proposer shall complete the necessary hazardous waste manifests, shipping documents, land disposal restriction notifications, and any other associated documents prior to the removal of hazardous wastes. The manifest must be typed, include waste profile numbers, include a chemical quantity breakdown listed by container, and indicate the final destination of the waste. Manifest must be available electronically via online portal system. Proposer shall provide SHSU with waste tracking/summary reports annually, and upon request. Reports must include all information necessary for SHSU personnel to complete the Annual Waste Report. Any errors made on the Annual Waste Report must be corrected on applicable documentation within 3 calendar days of receiving the request from SHSU.

SHSU's Hazardous Waste Specialist or designated representative shall review and sign all manifests and associated documents prior to containers being loaded. Proposer shall provide SHSU with adequate time to review and approve a completed copy of the manifest and all associated documents. The Proposer shall distribute the appropriate copies of documentation to SHSU and any utilized treatment, storage, or disposal facilities.

The Proposer will make final disposition of all waste collected from SHSU and provide SHSU with final disposition documents in the form of Certificates of Destruction, Certificates of Disposal, or Certificates of Treatment, as appropriate, within thirty (30) days of the removal of the waste from SHSU property. These certificates shall specify the date, location, and method used and shall certify that the final disposition has been carried out in full compliance with all Applicable Laws.

In the event final disposition has not taken place thirty (30) days after shipment, the waste shall be considered in overdue status and the Proposer shall provide, in writing, an explanation of the disposal delays not later than thirty (30) days after shipment. The Proposer shall update the status of all overdue waste every thirty (30) days thereafter until final disposition is made. Proposer shall notify SHSU when final disposition is made.

SHSU reserves the right to visit the Proposer's property prior to the start of, or at any time during, the Contract term. SHSU reserves the right to review the Proposer's documentation related to the Services.

D.7 PRIMARY SERVICE LOCATIONS

SHSU has two (2) sites, one located in Walker County and another in Montgomery County. The primary site is the main campus located in Huntsville, Texas. The secondary site is located at the College of Osteopathic Medicine (COM) in Conroe, Texas. The main campus has a large quantity generator, COM is a conditionally exempt small quantity generator.

SHSU reserves the right to add additional sites as they come into service. SHSU reserves the right to take locations out of service as needed and/or adjust the frequency of collection.

D8 ADDITIONAL INVOICE AND PAYMENTS

All documentation needs to be received for full payments to be approved. Invoices will be paid net thirty (30) days in compliance with Texas laws. All invoices must reference a valid SHSU Purchase Order on the invoice or the invoice will be returned as non-compliant. No Commitment for Goods or Services shall be placed without a valid SHSU Purchase Order.

See Execution of Offer with Appendix A