

**Transportation and Disposal  
Of Hazardous and Non-Hazardous  
Chemical Waste, Disposal of  
Compressed Gas Cylinders  
And Stabilization of Potentially  
Explosive and Reactive Compounds**



**Date Issued:** Monday, March 25, 2024

**Pre-Proposal Virtual Conference Date:** Wednesday, April 3, 2024 1:00 PM, CST

**Microsoft Teams**

[Join the meeting now](#)

Meeting ID: 240 735 483 11

Passcode: XQ45zF

**Dial-in by phone:**

[+1 346-230-4757,,418448746#](#) United States, Houston

Phone conference ID: 418 448 746#

**Pre-Proposal Questions Deadline:** Friday April 5, 2024 4:00 PM, CST

**Solicitation Due Date:** Friday, April 26, 2024 by 4:00 PM, CST

**Solicitation Contact Information:**

Eloise Gonzalez, Sr. Procurement Coordinator at [eloise.gonzalez@bcm.edu](mailto:eloise.gonzalez@bcm.edu)

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**SCHEDULE OF EVENTS**

<u>Activity</u>	<u>Date</u>
Issuance of RFP	Monday, March 25, 2024
Pre-Proposal Conference (via Teams)	Wednesday, April 3, 2024 1:00 PM CST
Proposals Due	Friday, April 26, 2024 4:00 PM CST
Completion of Evaluation	TBD
Award of Contract	TBD 2024
Contract Beginning Date	TBD 2024

\* Dates are tentative

## RFP INFORMATION

### **Introduction**

This Request for Proposal (RFP) will result in the award of a two-year contract(s) for:

- Removal, transportation, and disposal of non-radioactive chemical waste.
- Removal, transportation and disposal of compressed gas cylinders.
- Stabilization of reactive and potentially explosive compounds.

Baylor College of Medicine (BCM) Supply Chain Management department will be the contact for this RFP process, as well as the contract administrator for any contract or contracts that result from this RFP. Any reference to Baylor College of Medicine in this RFP document and any contract(s) resulting from this RFP should be understood as pertaining equally to all the agencies listed in this RFP.

Although it is most desirable to the agencies to contract with one vendor for all of these services, the RFP review team will determine the most economically effective award of the contract or contracts and will award separate contracts for each service or combination of services. At a maximum, only one contract will be awarded for each type of service.

The RFP has four "Scope of Work" sections representing each type of service that is requested. Bidders may propose to provide any or all of the services in this RFP. Each service will be evaluated separately.

The contract(s) will commence some time in 2024 and continue until 2025 with the option to renew for two additional one (1) year periods. Bidders should read all bid materials carefully and note the due date. Special concerns of BCM are addressed in the following sections.

## SECTION I. PROPOSAL INSTRUCTIONS AND CONDITIONS

- 1.0 **General** Baylor College of Medicine is soliciting proposals from qualified companies for removal, transportation, and disposal of non-radioactive chemical waste.
- RFP Representative:** Any questions and comments related to this RFP should be directed to Eloise Gonzalez, at [eloise.gonzalez@bcm.edu](mailto:eloise.gonzalez@bcm.edu).
- 1.1 **Bidders Responsibility** Each Bidder, by submitting a proposal, acknowledges its representative has:
- 1.1.1 Read and completely understand the Contract Documents, which includes the Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scopes of Work, Proposal Document Summary, Form of Proposal and indicated Attachments.
  - 1.1.2 Based the proposal upon the materials described (where provided in the proposal documents).
- 1.2 **Receipt and Opening of Proposals**
- 1.2.1 Proposals are to be submitted electronically via email to [eloise.gonzalez@bcm.edu](mailto:eloise.gonzalez@bcm.edu).
  - 1.2.2 BCM reserves the right to accept or reject any or all proposals and to waive any irregularities or informalities in price proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder.
  - 1.2.3 No oral, telephonic, facsimile, or telegraphic modifications of proposals will be considered.
  - 1.2.4 A legally authorized representative of the Bidder shall sign the proposal.
  - 1.2.5 All opened proposals become the property of BCM and will not be returned to the offeror.
  - 1.2.6 Proposals may be withdrawn any time prior to scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
  - 1.2.7 All erasures or corrections shall be initialed by the person(s) signing the proposal.
  - 1.2.8 Each Bidder shall examine the RFP Documents carefully and make written request to the RFP representative in section 1. for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered. All **material** interpretations, corrections, revisions, and amendments shall be issued by the BCM Contracts and Review staff as per section 1.3 of this RFP.
  - 1.2.9 This Request for Proposal does not commit BCM to make an award, nor will BCM pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 1.3 **Addenda** Any and all **material** interpretations, corrections, revisions, and amendments shall be issued by the BCM Contracts and Review staff to all holders of proposed contract documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least seven (7) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents (see 1.1.1) and shall be signed and acknowledged as received by the vendor.
- 1.4 **Qualification of Bidder**
- 1.4.1 BCM shall make such investigations as deemed necessary to determine the ability of Bidder to provide the expected services.
  - 1.4.2 BCM reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy BCM that said Bidder is properly qualified to carry out the obligations specified herein.
- 1.5 **Formation of Contract** At its option, BCM may take either of the following actions (1.5.1 or 1.5.2) in order to form a Contract between BCM and selected Bidder (or Bidders):

- 1.5.1 Accept a proposal as written, by issuing a "Notice of Award" to selected Bidder that incorporates the Contract Documents by reference and accepts all or selected portions of Bidder's proposal. The "Notice of Award" will be in the form of a Contractual Agreement (also referred to as Contract or Agreement), which must be signed by both BCM and the awarded Bidder. Bidder shall be given twenty (20) days to sign such an Agreement. Delays in finalizing by Bidder may be viewed as lack of interest by Bidder in servicing the Agreement and would be grounds for rejecting the proposal. Any agreement reached between bidder and BCM will not be final until written approval is received. BCM will initiate its own contract order or purchase order, referencing the contract document, to initiate service with the awarded vendor.
- 1.5.2 Enter into negotiations with one or more Companies in an effort to reach a mutually satisfactory Contractual Agreement that will be executed by all agencies and Bidder and that will be based on the Contract Documents, the proposal submitted by selected Bidder, any clarification(s) requested by BCM and submitted by Bidder, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should BCM and Bidder be unable to negotiate a mutually acceptable agreement within thirty (30) days of BCM's initiating negotiations, BCM shall have the right to reject the original selected Bidder's proposal and enter into negotiations with another Bidder, without penalty to BCM.
- Any agreement reached between bidder and BCM will not be final until written approval is received from the Office of General Counsel.  
BCM, as administrator of this RFP, reserves the right to audit the primary destination facility or facilities, prior to awarding a contract to any bidder.
- 1.5.3 Because BCM may use the alternative described in Subsection 1.5.1, each Bidder shall include in its written proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the proposal has been submitted.
- 1.5.4 BCM reserves the right to award based on the proposal(s) determined to be in its best interest.
- 1.6 Exceptions Bidders wishing to take exception to any terms and conditions of this RFP should do so on **Attachment A** of this RFP. Exceptions must be taken point-by-point. Taking blanket exception to the terms and conditions may cause BCM to consider your proposal as non-responsive and not eligible for award.
- 1.7 Presentations Companies submitting proposals which best meet the selection criteria and are deemed to be the most advantageous to the agencies involved, **may** be requested to give an oral presentation to a selection committee. The costs associated with these presentations will be the sole responsibility of Bidder and Bidder will not be reimbursed for any expenses. Scheduling of these oral presentations will be done by the Procurement Department.
- 1.8 Preference Laws BCM will give preference to purchasing from Texas based businesses if the proposals submitted are comparable in pricing and their ability to meet all other evaluation criteria, when compared with proposals submitted by other Companies.
- 1.9 Gratuities The laws of the State of Texas provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

- 1.10 Parties to the Contract Bidders must identify all parties who will be involved with performance of the contract. By submitting a proposal, the bidder warrants that all parties to the contract have received a copy of this RFP and that the bidders' response is acceptable to these parties.
- 1.11 Subcontractors
- 1.11.1 The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this proposal must be acceptable to BCM.
- 1.11.2 The bidder shall list all firms, persons or other parties, on the Form of Proposal, which will be awarded a subcontract or will perform any part of the contract, should the bidder be selected to perform the contract.
- 1.11.3 All contracts performed for the Bidder by a subcontractor shall be pursuant to an appropriate agreement between the Bidder and the subcontractor (and where appropriate between subcontractors and sub-subcontractors).
- 1.12 Value of the Contract For bidding purposes, the value of the contract for all BCM Facilities is estimated at approximately \$650,000 per year. This figure is based on past business, along with projections for the next five years, and is **not guaranteed**.
- 1.13 Performance Bond The awarded bidder will be required to provide a Performance Bond as required by State of Texas Code. The bond may cover the entire contract period or may be provided on a per-job basis. The Bidder shall issue a performance bond to BCM, each in the amount of \$100,000, throughout the term of the contract. Values of bonds for BCM, when necessary, will be determined by bidder and BCM.
- 1.14 Bidder Contracts If the bidder requires BCM to sign contracts for service, a copy of such contract must accompany your bid. BCM reserves the right to negotiate terms of Bidder's contract to make it compatible with State of Texas Code and this RFP. BCM would prefer to negotiate terms of the contract based on the RFP and the vendor's response.
- 1.15 Payment BCM must receive Certificates of Destruction or Disposal (COD's) within 90 days of receiving waste disposal of chemical waste, gas cylinders by BCM. BCM will provide a name of a person to receive COD's. Invoices must also contain the manifest document number.
- 1.16 Qualification of Bidders
- 1.16.1 Bidders shall, upon request, submit audited financial statements for review and analysis. These documents, when requested, shall be considered and handled as proprietary information and not open to the public.
- 1.16.2 BCM, as administrator of this RFP process, may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the BCM all such information and data for these purposes as BCM may request. BCM reserves the right to reject any bid if the evidence submitted by, or investigation of a bidder, fails to satisfy BCM that the bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

- 1.16.3 At time of proposal, Bidder shall affirm that they are in environmental compliance. Ongoing instances of legal action, corrective action, or unsettled enforcement actions shall be documented in Supplement 8 of the RFP.
- 1.17 Evaluation The evaluation of proposals submitted will be based upon, but not limited to, the following criteria. (Criteria are not listed in any order of importance):
- 1.17.1 Regulatory compliance record (fines, violations, etc.)
  - 1.17.2 Demonstrated experience providing services to agencies similar to those in this RFP.
  - 1.17.3 Compliance with all terms, conditions, and proposal format.
  - 1.17.4 Exceptions to terms and conditions.
  - 1.17.5 Staff profile.
  - 1.17.6 Company profile.
  - 1.17.7 Results of any requested oral presentations or written clarifications.
  - 1.17.8 References.
  - 1.17.9 Cost/Scenario pricing/Pricing schedules
  - 1.17.10 Ability of bidder to provide all or most services.
  - 1.17.11 Response times.
  - 1.17.12 DOT security plan (outline).
  - 1.17.13 Work plans
  - 1.17.14 Demonstrated experience with proper handling, transportation, and disposal methods.
  - 1.17.15 Provide list of training opportunities for BCM Staff
  - 1.17.16 Provide capabilities for BCM staff to update waste profiles, drum inventories, manifest, tracking waste, facility reporting and invoicing.



## SECTION II. TERMS AND CONDITIONS OF THE CONTRACT

### 2.0 The following terms and conditions, in modified form, will apply to any contract awarded as a result of this RFP

#### 2.1 Definitions

2.1.1 Baylor College of Medicine BCM will be defined as Baylor college of Medicine (BCM).

2.1.2 The Contractor The Contractor is the person or organization to which BCM will issue a purchase order, when award of this Request for Proposal is made. The term Contractor means the Contractor or the Contractor's authorized representative.

2.1.3 The Work The Work comprises the services required by the Contract Documents and includes all labor and supplies necessary to produce such services.

2.2 TSDF Ownership Bidders wishing to submit proposals on chemical waste and cylinder disposal must own and operate at least one Treatment Storage and Disposal Facility (TSDF) and must maintain ownership over contract duration. Vendors wishing to bid on pit sludge service and/or explosive and reactive stabilization do not need to comply with this stipulation if those portions of the contract are awarded separately.

2.3 Permits The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

2.4 Assignment This contract may not be assigned or transferred by either party to this contract without the prior written consent of the other party.

#### 2.5 Responsibility for Those Performing Work

2.5.1 The Contractor shall skillfully supervise and direct the Work and shall be solely responsible for all, methods, techniques, sequences, procedures and for coordinating all portions of the Work under the Contract.

2.5.2 The Contractor shall perform the Work so as to cause the minimum of inconvenience to and interruption of BCM's operations. Contractor's failure to give BCM timely notice of such intentions shall place the responsibility for any resulting delays or additional costs solely with the Contractor.

2.5.3 The Contractor shall at all time enforce strict discipline and good order among the Contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

2.5.4 The Contractor shall be responsible for the acts and omissions of all the Contractor's employees and all subcontractors, employees, and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Contractor.

#### 2.6 Safety

2.6.1 The Contractor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to:

2.6.1.1 All employees on the Work and all other persons who may be affected thereby.

- 2.6.1.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the subcontractors or sub-subcontractors; and
- 2.6.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- 2.6.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.
- 2.7 Work on BCM's Premises BCM agrees to provide Contractor, its employees and subcontractors, a safe working environment for any work in performance of this Agreement, which must be undertaken on premises owned or controlled by the BCM. Contractor, its employees and subcontractors shall comply with BCM's safety procedures while on BCM's premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Contractor prior to the commencement of work on BCM's premises.
- 2.8 BCM's Right to Stop the Work If the Contractor fails to correct defective work or persistently fails to carry out the Work in accordance with the Contract Documents, BCM may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated.
- 2.9 BCM's Right to Carry Out the Work If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails within seven days after receipt of written notice from BCM to commence and continue correction of such default or neglect with diligence and promptness, BCM may, after seven days following receipt by the Contractor of a second notice from BCM, and without prejudice to any other remedy, make good such deficiencies. In such case an appropriate Contract Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to BCM.
- 2.10 Termination of the Contract
- 2.10.1 This Contract shall terminate upon expiration of the desired term; or if this Contract expressly and in writing provides for any option or options, and if any such option is exercised by the Contractor, then this Contract will terminate at the expiration of the option term or terms, unless any of the following termination rights are earlier exercised:
- 2.10.1.1 If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor's insolvency or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of provision of the Contract Documents, then BCM may, without prejudice to any right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor and may have the Work finished by BCM's personnel or

by another Contractor selected by BCM. In such case the Contractor shall not be entitled to receive any further payment until the aforementioned parties have completed the Work.

- 2.10.1.2 If the Contractor fails to provide services, proper materials or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of provision of the Contract Documents, then BCM may, without prejudice to any right or remedy and after giving the Contractor and the Contractor's surety thirty (30) days written notice, terminate the Contract.
- 2.10.1.3 Baylor College of Medicine may terminate the Contract upon thirty (30) days written notification, without penalty to BCM, should the Contractor fail to carry out its provisions or fail to provide services acceptable to BCM.
- 2.10.1.4 With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, this agreement may be terminated without penalty to either party.
- 2.10.1.5 Notwithstanding any other provisions of this contract, if funds anticipated for the continuing fulfillments of this contract are at any time not forthcoming or insufficient, either through the failure of Baylor College of Medicine to provide funds, or the program under which funds were provided is altered, then BCM shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Should the contract be terminated due to lack of appropriations or funding and subsequently should an appropriation to cover the costs of this contract become available within sixty (60) days after the date of termination under this clause, BCM agrees to re-establish a contract with the Contractor whose contract was terminated under the same provisions, terms, conditions and pricing arrangements of the original contract.

2.11 Acts of God Whenever a Contractor's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of the Contractor to promptly advise The Office of Environmental Safety or contract administrator of BCM. BCM may elect to use alternate sources of service until such time, if any, that Contractor is able to provide services again. If a reasonable time passes in which the Contractor is unable to resume normal operation, BCM may elect to terminate their contract and contract with alternate suppliers as per section 2.10.

2.12 Indemnification

2.12.1 Contractor agrees to indemnify, save harmless and defend BCM from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of, or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Contractor's breach of any term or provision of this Agreement; or, (ii) any negligent or willful act of omission of the Contractor, its employees or subcontractors in the performance of this Agreement.

- 2.12.2 BCM agrees to indemnify, save harmless and define the Contractor from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) BCM's breach of any term or provision of this Agreement; or (ii) any negligent or willful act or omission of BCM, its employees or subcontractors in the performance of this Agreement.
- 2.13 Insurance Contractor shall purchase and maintain, throughout the life of this Agreement, commercial general liability insurance and commercial automobile liability insurance to protect Contractor from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Contractor, subcontractor or by anyone else directly or indirectly employed by Contractor. In addition, all statutory insurance requirements, including worker's compensation, shall be met. Limits of such insurance shall be as stated below:

CONTRACTOR shall maintain in full force and effect:

- (a) Policies of worker's compensation insurance within statutory limits,
- (b) Policies of employers' liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence,
- (c) Policies of general liability insurance (with Broad Form General Liability endorsement) with limits of not less than two million dollars (\$2,000,000) per occurrence with an annual aggregate of two million dollars (\$2,000,000) with umbrella general liability insurance of not less than \$10,000,000 per occurrence with an annual aggregate of \$10,000,000 and
- (d) Policies of products liability insurance, with limits of not less than five million dollars (\$5,000,000) per occurrence with an annual aggregate of five million dollars (\$5,000,000).

Such coverage(s) shall be purchased from a carrier or carriers having an A. M. Best rating of at least A- (A minus) and shall name BCM as an additional insured. CONTRACTOR shall provide BCM copies of certificates of insurance within thirty (30) days after execution of this Agreement. Upon request by BCM, CONTRACTOR shall provide to BCM copies of said policies of insurance. It is the intention of the parties that CONTRACTOR shall, throughout the Term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage's set forth in this Section. Failure of CONTRACTOR to comply with this requirement shall constitute a default of CONTRACTOR allowing BCM, at its option, to immediately terminate this Agreement.

MAIL CERTIFICATES OF INSURANCE TO: Baylor College of Medicine, One Baylor Plaza MC-176, The Office of Environmental Safety, Houston, Texas, 77030; with an electronic copy sent to [wdavis@bcm.edu](mailto:wdavis@bcm.edu) and [Shalaka.Kotkar@bcm.edu](mailto:Shalaka.Kotkar@bcm.edu).

Certificates of insurance acceptable to Baylor shall be submitted to Baylor prior to commencement of work. These certificates and the insurance policies required by section 4.13.1 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Baylor. Contractor shall furnish information concerning reduction of coverage with reasonable promptness in accordance with Contractor's information and belief. Each policy, with the exception of Workers Compensation, shall list its consultants, agents and employees as additional insurers.

- 2.13.1 Each and every liability policy carried out by Contractor, for insurance as required by section 2.13 above, shall name Baylor College of Medicine, and shall provide no less than thirty (30)

days prior written notice in the event of cancellation. A certified copy of each liability policy as required herein shall be provided to BCM.

- 2.13.2 Upon notification of award and prior to commencement of the Work, Contractor shall provide BCM with acceptable Certificates of Insurance and certified copies of liability insurance policies, as required, to be forwarded and filed with the RFP Representative in Section 1.
- 2.13.3 The Contractor shall either (1) require each subcontractor to procure and to maintain, throughout the term of the contract, subcontractor liability insurance of the same types and in the same amounts as specified for the Contractor above, or (2) insure the activities of subcontractors in the Contractor's own policies.
- 2.13.4 Each and every policy for liability insurance, carried by each Contractor and subcontractor as required above, shall include a contractual liability coverage endorsement.
- 2.13.5 Contractor and subcontractors shall renew policies which expire during the period of this contract and, prior to each renewal date, notify BCM of such renewal.
- 2.13.6 Any transportation owned, leased or operated by the Contractor shall be required to have the same liability and insurance requirements as the TSD Facility as referenced in sections 2.13.
- 2.13.7 Contractor will not do or omit the doing of any act, which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises.
- 2.13.8 Each party hereby releases the other from claims for recovery for any loss or damage to any property owned by either party, which is insured under valid and collective insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that waiver shall apply only when permitted by the applicable policy of insurance.
- 2.14 Laws Terms and provisions of this bid request and any contract resulting from this bid request shall be construed in accordance with the laws of the State of Texas, and all litigation or actions commenced in connection with this bid request or contract resulting from this bid request shall be instituted in the appropriate courts in the State of Texas.
- 2.15 Code of Fair Practice The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability except where it relates to a bona fide occupational qualification. In the event of the Contractor's noncompliance with this clause or with any of aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the Baylor College of Medicine.
- 2.16 Contract Change Order
- 2.16.1 A Contract Change Order is a written order to the Contractor issued after the award of the Contract, authorizing a change in the Work or an adjustment in the Contract Costs or the Contract

Time. The Contract Costs and the contract Time may be changed only by Contract Change Order.

- 2.16.2 The cost or credit to the Contractor resulting from a change in the Work shall be determined in one or more of the following ways:
- by mutual acceptance of a lump sum properly itemized and supported by sufficient substantial data to permit evaluation.
  - by unit prices stated in the Contract Documents or subsequently agreed upon; or
  - by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
- 2.16.3 It shall be the responsibility of the Contractor before proceeding with any change to satisfy itself that the change has been properly authorized on behalf of BCM. No charge for extra work or any other change in the Contract will be allowed unless the extra work or change has been authorized in writing by BCM, and the compensation or method thereof is stated in such written authority.

## 2.17 Claims for Additional Cost

- 2.17.1 If the Contractor wishes to make a claim for an increase in the Contract Costs, BCM shall be given written notice within ten days prior to the occurrence of a scheduled pick-up. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. Any change in the Contract Costs resulting from such claim shall be authorized by Contract Change Order.
- 2.17.2 If the Contractor shall determine the conditions to be such as to justify a claim for additional compensation resulting from a pick-up, BCM shall provide for additional payment for the particular phase of work in question by a negotiated agreement with the Contractor upon written notification with supporting documentation by the Contractor within 10 days. In any event the Contractor shall not be relieved from the obligation of resuming work pending decision as to the validity of a claim or pending the execution of a negotiated agreement to cover additional costs if a claim shall be recognized under the provisions of this section.

- 2.18 Payments Payment shall be made upon receipt of invoice. (Applies to chemical waste and cylinder disposal).

## 2.19 Disposal Warranties

- 2.19.1 Contractor warrants that: it understands the currently known hazards, which are presented to persons, property and the environment in the handling, transportation, storage and disposal of the described waste materials; it will transport, store, handle and dispose of such material in full compliance with all governmental laws, regulations, and others; it will provide properly trained employees for the safe handling, transport and disposal of described hazardous materials and assumes complete responsibility for the competency, judgment, and actions of said employees at all times; the storage, disposal, transport, and handling facilities used by Contractor are properly permitted and licensed under federal, state and local laws to conduct activities agreed to; it will not make assignment of services, duties, responsibilities, or liabilities to any other party without agreement and consent from BCM; it will promptly notify BCM of any change or loss of permitted status in transportation, storage, or disposal facilities.

- 2.19.2 The Contractor must specify in the bid at which facility (or facilities) BCM 's waste material(s) will be treated, stored and disposed of. The information must include facility location, facility EPA permits and identification number, facility ownership, name and phone number of a contact person.
- 2.19.3 The Contractor must specify which chemicals or class of chemicals the Contractor cannot handle for the purpose of disposal.
- 2.19.4 The Contractor must make adequate arrangements to transport BCM's waste chemicals and cylinders (if applicable) during each scheduled pickup event. Contractor is expected to provide adequate personnel and transportation. If wastes are not collected during a regularly scheduled pickup due to fault of Contractor, it will become the Contractor's responsibility to absorb any additional costs necessary to remove the waste from BCM's facility as soon as can be arranged. If removal is not done in a reasonable time frame, BCM reserves the right to contract for removal through another source at the expense of the Contractor.
- 2.20 BCM Warranties
- 2.20.1 BCM warrants that: description of its waste materials is true and correct; waste materials to be transferred to Contractor will conform to such description; it holds clear title to all waste materials to be transferred hereunder; it is under no legal restraint of order which would prohibit transfer or possession or title to such materials to Contractor for transportation and storage or disposal; it has, and will, communicate to Contractor those hazards and risks known or learned by BCM to be incident to the handling, transportation, storage disposal of the waste materials; if the waste materials are hazardous wastes as defined pursuant to section 3001 of the Resource Conservation and Recovery Act, BCM has made the necessary notifications required by Section 3010 of that Act and BCM will comply with pertinent regulatory requirements established pursuant to Section 3002 of that Act, including the manifest requirement; he will comply with the relevant requirements of 40 CFR, Part 761; if the waste materials are, or contain, hazardous substances as defined pursuant to Section 101 (14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, BCM will advise Contractor, in writing, prior to tendering or delivering to Contractor any vehicular load of waste material containing a reportable quantity of any hazardous substance or substances pursuant to Section 102 of said Act, specifying those hazardous substances present in reportable quantity.
- 2.20.2 BCM may provide the Contractor with containers and absorbent materials for lab-pack chemicals. However, BCM reserves the option of buying from the Contractor such containers or absorbent material.
- 2.21 Inspections Baylor College of Medicine shall have the right to inspect and obtain copies of all applicable written licenses, permits, or approvals, issued by any governmental entity or agency to Contractor or its subcontractors, which are applicable to the performance of this Agreement. BCM shall also have the right to inspect and test, at its own expense, transportation vehicles or vessels, containers, or disposal facilities identified by Contractor; and to inspect the handling, loading, transportation, and storage or disposal operations conducted by Contractor in the performance of this Agreement.

- 2.22 Estimates, Fees, and Billing Contractor shall provide a written estimate on costs of services (based on contract rates) for the wastes described for each disposal request prior to leaving BCM's premises. Costs and fees shall be stated in total and itemized costs and shall be based on pricing submitted in response to this request for bid. All quotes shall include costs, which Contractor is required to pay to local, state, and federal agencies and governments by virtue of tax, tariff, fee, surcharge, or any other amount to legally transport, store, treat, or dispose of described waste materials.
- 2.23 Equal Employment Opportunity Contractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
- 2.24 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) All contracts in excess of \$2000 awarded by BCM shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The BCM shall report all suspected or reported violations to the Federal-awarding agency.
- 2.25 Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 2.26 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. All Contracts and sub-grants of amounts more than \$100,000 awarded by BCM shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 2.27 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 2.28 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) Where applicable, all contracts awarded by recipients more than \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as



supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked more than 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **2.29 BCM GENERAL TERMS AND CONDITIONS**

Baylor's full terms and conditions can be accessed electronically here:

<https://www.bcm.edu/sites/default/files/2021-04/bcm-vendor-terms-and-conditions.pdf>

### **Submission of Proposal:**

Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled **closing time for the receipt of proposals**.

### **Conflict of Interest:**

By signing the proposal, the vendor affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' proposal. Vendor will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the vendor must disclose it to the Commission/Council promptly.

**Independent Proposal:**

A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**Rejection of Proposals:**

The Director of Procurement reserves the right to accept or reject any or all proposals, in part or in whole, at her discretion. The Director reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the vendor nor obligates the Commission/Council in any manner.

**Supplier Diversity:**

All agencies of the State of Texas are required to make a good faith effort to assist Historically Underutilized Businesses (HUB) in receiving contract or subcontract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. If under the terms of any Contract resulting from this RFP, Respondent subcontracts any of the services then, Respondent must make a good faith effort attempt to utilize HUBs certified through the Statewide HUB Program.

Proposals that fail to comply with the subcontracting requirements contained in this solicitation will constitute a material failure to comply and will be rejected by Baylor College of Medicine (BCM) as **non-responsive**.

Any Subcontracting of the Services by the successful Respondent(s) is subject to review by BCM to ensure compliance with the HUB program requirements. If BCM determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the response.

**2.30 EXECUTION OF OFFER**

PROPOSER MUST COMPLETE, SIGN AND SUBMIT THE FOLLOWING EXECUTION OF OFFER (**SECTION 2.30** OF THIS RFP) NO LATER THAN THE SUBMITTAL DEADLINE.

By signature hereon, Proposer represents and warrants the following:

Proposer acknowledges and agrees that (a) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (b) the submission of a proposal by Proposer in response to this RFP will not create a contract between BCM and Proposer; (c) BCM has made no representation, guarantee or warranty, written or oral, that one or more contracts with BCM will be awarded under this RFP; and (d) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

Proposer is a reputable company that is lawfully and regularly engaged in providing the related services.

Proposer has the necessary experience, knowledge, capabilities, skills, and resources to perform under the Agreement.

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. Proposer understands the requirements and Scope of Work (ref. **Section 3** of this RFP) set forth in this RFP. If selected by BCM, 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.

If selected by BCM, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that BCM will rely on such statements, information and representations in selecting Preferred Supplier. If selected by BCM, Proposer will notify BCM immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

By signature hereon, Proposer offers and agrees to comply with all requirements set forth in this RFP.

By signature hereon, Proposer affirms that it 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 submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and Proposer may be removed from all proposal lists at BCM.

By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer's Legal Company Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

**2.31 SUPPLIER DIVERSITY INQUIRY**

**BUSINESS IDENTIFICATION AND NONDISCRIMINATION**  
***(TO BE SUBMITTED WITH PROPOSAL)***

				Yes	No
Small Business as defined by the US. Small Business Administration (DBE, SBE, HubZone)					
Minority Business Enterprise (MBE) If yes, please indicate the percentage of minorities who own, control, or operate your company:					
African American		%	Asian American		%
Hispanic/Latino		%	Pacific Islander		%
Native American		%	Other		%
WOMAN-OWNED BUSINESS ENTERPRISE (WBE)					
DISABLED VETERAN BUSINESS ENTERPRISE OR VETERAN BUSINESS ENTERPRISE (DVBE, VBE)					
IS YOUR COMPANY CERTIFIED AS ONE OF THE BUSINESS DESIGNATIONS ABOVE? If yes, please give the certifying agency and include a copy of your current certification with your bid response. The 3 <sup>rd</sup> party certifying agencies recognized and accepted by BCM are included.					
LOCAL SMALL BUSINESS If yes, please indicate in which county your company is located?					

**2.32 NONDISCRIMINATION POLICIES AND PROCEDURES**

	Yes	No
Are you an individual and do not employ anyone? If yes, you do not need to complete the remainder of the questions.		
Does your company have an Equal Employment Opportunity/Affirmative Action statement posted on company bulletin boards?		
Do you notify all recruitment sources in writing of your company's Equal Employment Opportunity/ Affirmative Action employment policy?		
Do your company advertisements contain a written statement that you are an Equal Employment Opportunity/ Affirmative Action employer?		
Do you belong to any unions? If yes, have you notified each union in writing of your commitments to non-discrimination?		
Does your company have a collective bargaining agreement with workers? If yes, do the collective bargaining agreements contain non-discrimination clauses and/or your Equal Employment Opportunity policy covering all workers?		
Does your company, at least annually, maintain a written record of and review the Equal Employment Opportunity policy and Affirmation Action obligations with all employees including those having any responsibility for employment decisions?		
Do you conduct, at least annually, an inventory and evaluation of minority and female personnel for promotional opportunities and encourage these employees to seek, train and prepare for such opportunities?		
Do you conduct, at least annually, a review, of all supervisors' adherence to and performance under the distributors, and Contractor's Equal Employment Opportunity policies and Affirmative Action obligations?		
Is there a person in your company who is responsible for Equal Employment Opportunity? If yes, please give name, phone and email address.		

Please explain any no answers, use additional paper as necessary:

Authorized Representative Signature: \_\_\_\_\_

Print name and title: \_\_\_\_\_

**2.33 DIVERSE SUPPLIER SUBCONTRACTING PLAN  
(TO BE SUBMITTED WITH PROPOSAL)**

In adherence to BCM's commitment to Supplier Diversity, BCM suppliers must clearly as defined herein demonstrate good faith effort, for Tier II direct goods and/or services to be purchased from Diverse Business Enterprises certified by one or more of the 3rd party certification agencies recognized by BCM. Such spend with Diverse Business Enterprises will be monitored. In connection with such monitoring Contracted BCM Suppliers will be required to report to BCM monthly, in a manner in BCM's sole discretion, all direct spend with Certified Diverse Business Enterprises. The Supplier Diversity Goal for this Solicitation is 20% of the total contract value.

Description of goods/services provided under this primary agreement (include name of project if applicable):

Who will be responsible for coordinating your company's Diverse Supplier subcontracting activities during the period of this contract?

Name / Title:

Company:

Address:

Phone:

Email address:

Fax:

State the total dollar value planned to be subcontracted associated with this BCM agreement:

---

Please list all of Third Party Certified Diverse Suppliers you have identified that will serve as Direct Tier 2 Subcontractors associated with this project and projected spend amounts with each company:

Distributor name	Address	Contact	Phone	Email address	Certification type	Business classification (Product/service)	Direct projected spend (\$)	Direct projected spend (%)

Submitted by (print name and title): \_\_\_\_\_

Authorized representative signature: \_\_\_\_\_

Date: \_\_\_\_\_

**2.34 CERTIFICATION OF EFFORTS  
(TO BE SUBMITTED WITH PROPOSAL) - SUPPLIER DIVERSITY**

Distributor: \_\_\_\_\_

Solicitation Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

I certify that the following efforts were made to achieve Certified Diverse Supplier participation.

- a) Provided written notices to certified diverse business enterprises who have the capability to perform the work of the contract or to provide the service    Yes \_ No
- b) Direct mailing, electronic mailing, facsimile or telephone requests   Yes \_ No
- c) Provided interested certified diverse business enterprises with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation       Yes \_ No
- d) Allowed certified diverse business enterprises the opportunity to review specifications and all other solicitation related items at no charge, and allowed sufficient time for review prior to the bid deadline   Yes \_ No
- e) Acted in good faith with interested certified diverse business enterprises, and did not reject certified diverse business enterprises as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities       Yes \_ No
- f) Did not impose unrealistic conditions of performance on certified diverse business enterprises seeking subcontracting opportunities       Yes \_ No
- g) Additionally, I contacted the referenced certified diverse business enterprises and requested a bid.



The responses I received were as follows:

Name/address of certified diverse business enterprises	Type of work and contract items, supplies & services to be performed	Response	Reason for not accepting bid

*If additional space is needed, this form may be duplicated*

If applicable, please complete the following:

I hereby certify that certified diverse business enterprises were "Unavailable" or "Unqualified" to submit bids to provide goods and services for this Solicitation response. I further certify that efforts have been made to establish "Joint Ventures", and said entities were also unavailable at this time.

Reasons for the unavailability or being determined unqualified:

Submitted by (name and title):

\_\_\_\_\_

Authorized representative signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION III. SCOPE OF WORK - HAZARDOUS WASTE**

3.0 Scope of the Contract(s) The awarded contract(s) will cover removal, transportation and disposal of chemical waste materials for Baylor College of Medicine. Waste will normally be removed in truckload quantities from BCM.

3.1 Hazardous Waste Services It is desired that the vendor should, at a minimum, be able to handle each of the following hazardous waste streams in Table 1.

Baylor College of Medicine (One Baylor Plaza, Houston, Texas 77030)							
	Waste Description (Bulk Waste)	Form Code	EPA Codes	Treatment Code	Mgt Code Description	Type Container	Mass Annually (lbs.)
1	Non-Halogenated Solvents	203H	D001, D018, D035, D038, F003, F005, U002, U003, U007, U019, U031, U112, U154, U188, U213, U220, U239, U247	H061	Fuel Blending	55DRM	42,671
2	Halogenated Solvents	204H	D001, D018, D035, D038, F001, F002, F003, F004, F005, U003, U023, U044, U060, U070, U071, U072, U073, U074, U112, U117, U122, U188, U210, U227	H040	Incineration	55DRM	850
3	Contaminated Debris (Chloroform/Phenol)	002H	D022, U044, U188	H110	Stabilization	55 DRM	1,020
4	Ethidium Bromide (Gels)	Municipal Exempt		H132	Landfill	55DRM	5,300
5	Paraffin Wax	409H	D001, F003, U239	H061	Fuel Blending	55DRM	
6	Medicine Liquid Flammable, Toxic (Bulk Chemotherapy)	009H	D001, U010, U508	H040	Incineration	18 Gallon Pharm	50
7	Pharmaceuticals Non-Regulated	Municipal Exempt		H040	Incineration	18 Gallon Pham	50
8	Formaldehyde (3%) Water Solution (97%)	Municipal Exempt		H110	Stabilization	55DRM	8,00
	<b>Cylinders</b>						
9	Refrigeration Gases (R-290, R-23, R-404A, R-508B, R-134A)	Municipal Exempt		H040	Incineration	Medium (20x12)	1
10	Cryogenic (1,1,1,2-tetrafluoroethane gas)	Municipal Exempt		H040	Incineration	Lectures	25
	<b>Lab Packs</b>						
11	Acids (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neut ralization	2.5 /5/30	150
12	Bases (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neut ralization	2.5/5/30	125
13	Acutely Hazardous Waste (p-listed)	004H	All P-Codes	H040	Incineration	Hazmat Shippers (X-Rated) PGI and 1.25 OH for PGII	12
14	Backup Tapes	Municipal Exempt		H040	Incineration		450
15	Corrosive liquids,	003H/004H	D001, D002, U006, U020,				25

	oxidizing		U023, U123, U134				
16	Batteries (Alkaline) Recycle			H039	Reclamation	30 Gallon OH Poly	1,200
17	Ethylene Oxide (ampules) PIH Zone D	003H	D001, F005	H040	Incineration	Hazmat Shippers (X-Rated) PGI and 1.25 OH for PGII	2
18	Flammable Liquids Toxic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	25
19	Flammable Solids	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	59
20	Straight and Compact Fluorescent Light Bulbs			H010	Metals recovery including retorting, smelting, chemical, etc.	4/8/6/12 foot lamp boxes	1,000
21	Shattershield, HID, HG Vapor, High Pressure Na			H010	Metals recovery including retorting, smelting, chemical, etc.	4/8/6/12 foot lamp boxes	250
22	Mercury	117H	D009, U151				10
23	Thermometers	Universal Waste		H010	Metals recovery including retorting, smelting, chemical, etc.	2.5/5/30	
24	Mercury Salts (Inorganic/Organic)	003H	D009	H040	Incineration	2.5/5/30	5
25	Metal Shavings Covered in Oil	Municipal Exempt					60
26	Non-Regulated Solids	Municipal Exempt		H132	Direct Landfill	55 OH	800
27	Organic Peroxide Liquids/Solids (A-F)	003H	D001, F003	H040	Incineration	1.5/2.5	1
28	Oxidizing Liquids/Solids	003H	D001	H040	Incineration	2.5/5/30	1
29	PCB Contaminated Articles (50-499ppm)	003H		H040	Incineration	2.5/5/30	1
30	Poison Inhalation Hazards (Zone A-D)	003H/004H	Various U&P Codes	H040	Incineration	2.5/5/30	1
31	Spent filters containing carbon	003H	D001	H040	Incineration	2.5/5/30	125
32	Self-heating compounds	003H	D001, D003	H040	Incineration	2.5/5/30	5
33	Self-reactive compounds	003H	D001, D003	H040	Incineration	2.5/5/30	5
34	Spontaneously combustible	003H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	5
35	Toxic Liquids/Solids Inorganic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	150

36	Toxic Liquids/Solids Organic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	150
37	Toxic Liquids Oxidizing	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	150
38	Toxic solids, water reactive	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	150
39	Water reactive compounds	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	5
40	Dioxin Waste (F027)	003H	F027	H040	Incineration	2.5/5/30	1
<b>Baylor College of Medicine-Nabisco (2450 McGovern, Houston, Texas 77021)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
41	Non-Halogenated Solvents	203H	D001, D018, D035, D038, F003, F005, U002, U003, U007, U019, U031, U112, U154, U188, U213, U220, U239, U247	H061	Fuel Blending	55DRM	42,671
42	Halogenated Solvents	204H	D001, D018, D035, D038, F001, F002, F003, F004, F005, U003, U023, U044, U060, U070, U071, U072, U073, U074 U112, U117, U122, U188, U210, U227	H040	Incineration	55DRM	850
	Contaminated Debris (Chloroform/Phenol)	009H	D022, U044, U188	H110	Stabilization	55 DRM	1,020
43	Ethidium Bromide (Gels)	Municipal Exempt		H132	Landfill	55DRM	5,300
44	Straight and Compact Fluorescent Light Bulbs	Universal Waste		H010	Metals recovery including retorting, smelting, chemical, etc.	4/8/6/12 foot lamp boxes	100
<b>Baylor College of Medicine-Neurological Research Institute (1250 Moursond, Houston, Texas 77030)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
45	Halogenated Solvents	204H	D001, F003, U003, U080, U112, U154	H040	Incineration	55 Gallon TH	8,725
46	Silica Gel Vials	409H	D001, f003	H040	Incineration	30 Gallon OH Poly	830
<b>Baylor College of Medicine-Childrens Nutrition Research Center (CNRC) (1100 Bates, Houston, Texas 77030)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
47	Halogenated Solvents	204H		H061	Energy Recovery	30 Gallon TH	450
48	Contaminated Debris (Chloroform/Phenol)	009H		H110	Stabilization	30 Gallon OH Poly	150
49	Ethidium Bromide (Gels)	Municipal Exempt		H132	Landfill	30 Gallon OH Poly	150

	<b>Lab Packs</b>						
50	Acids (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neut ralization	2.5 /5/30	65
51	Bases (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neut ralization	2.5/5/30	20
52	Acutely Hazardous Waste (p-listed)	004H	All P-Codes	H040	Incineration	Hazmat Shippers (X-Rated) PGI and 1.25 OH for PGII	1
53	Flammable Solids	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	5
54	Toxic Liquids/Solids Inorganic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	5
55	Toxic Liquids/Solids Organic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	5
56	Toxic Liquids Oxidizing	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	15
57	Toxic solids, water reactive	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	2
58	Water reactive compounds	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	5
<b>Baylor College of Medicine -Pathology (2525 West Belfort, Houston, Texas 77054)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
59	Non-Halogenated Solvents	204H		H061	Energy Recovery	55 Gallon TH	32,815
60	Paraffin Wax	409H	D001, F003, U239	H061	Fuel Blending	55DRM	1600
	<b>Lab Packs</b>						
61	Acid Slam Packs	003H	D001, D002, U006, U020, U023, U123, U134	H132/H040	Indirect Landfill, Incineration		21
<b>Baylor College of Medicine-Hall Garcia (6624 Fannin Suite#2480, Houston, Texas 77030)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
62	Pharmaceuticals Non- RCRA	Municipal Exempt		H040	Incineration	18 Gallon	25
<b>Baylor College of Medicine-Medical Office Building (1977 Butler)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
63	Pharmaceuticals Non- RCRA	Municipal Exempt		H040	Incineration	18 Gallon	120
64	Non-Halogenated Solvents	204H	D001, F003, U044	H061	Energy Recovery	15 Gallon TH	250
<b>Baylor College of Medicine-McNair Campus (7200 Cambridge, Houston, Texas 77030)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
65	Pharmaceuticals Non-	Municipal		H040	Incineration		650

	RCRA	Exempt					
66	Medicines, Liquid, Flammable, Toxic	009H	U010	H040	Incineration		250
<b>Baylor College of Medicine-Pathology (520 East Street, Odessa Regional Hospital, Odessa Texas 79760 )</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
67	Non-Halogenated Solvents	203H	D001, f003	H061	Energy Recovery	30/55 TH	1,600
<b>Baylor College of Medicine-Family Medicine (3701 Kirby, Houston, Texas 77098)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
68	Pharmaceuticals Non-RCRA	Municipal Exempt		H040	Incineration	18 Gallon	20
<b>Baylor College of Medicine-Family Medicine River Oaks (3743 Westheimer Rd, Houston, Texas 77027)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
69	Pharmaceuticals Non-RCRA	Municipal Exempt		H040	Incineration	Pharmaceuticals Non-RCRA	25
<b>Baylor College of Medicine-Texas Children's Hospital-Feign Tower (1102 Bates Street, Houston, Texas 77030)</b>							
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Mass Annually (lbs.)</b>
70	Halogenated Solvents	204H	D001, F003, U044, U154	H061	Energy Recovery	55 TH	6725
71	Flammable Solids	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	25
72	Acids (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neut ralization	2.5 /5/30	75
73	Bases (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neut ralization	2.5/5/30	105
74	Toxic Liquids/Solids Inorganic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30	150
75	Contaminated Debris (Phenol, Chloroform)	002H	D022, U044, U188	H110	Incineration	55 Gallon	90
76	Paraffin Wax	409H	D001, F003	H061	Fuels Blending	30, 55 Gallon	210
77	Non-Regulated Solids	Municipal Exempt		H132	Direct Landfill	55 gallon OH	300

It is also desirable that vendors provide identification of unknowns as part of the hazardous waste service.

Bidders must specify in Supplement 12 of the RFP any and all wastes that they cannot handle or dispose. Bidders should also detail how they will deal with these types of waste.

Bidders will be responsible for provision of transportation, crews, and equipment normally associated with hazardous material disposal. BCM will assist in loading materials onto Contractor's trucks. Hazardous and non-hazardous materials will be contained in 2.5, 5, 15, 30 & 55-gallon drums. If necessary, leaking or damaged drums will be over-packed into 85-gallon salvage drums.

**Vendor will indicate costs for each category on the Form of Proposal (page 42).**

- 3.2 Licensing Each bidder should identify the various categories of waste for which it is licensed for disposal in the **Form of Proposal**.
- 3.3 Additional Services Vendors can indicate in the **Form of Proposal** any additional services that they provide that are not requested in this RFP.
- 3.4 Method of Disposal Bidders must indicate method of disposal for each waste category bid. Also, include location of the disposal facility, the facility's EPA permit identification number(s), facility ownership, name of a contact person, and the telephone number of each disposal facility.
- 3.5 Schedule of Waste Pick Up for BCM requires waste to be picked up in accordance with Table 2. Contractor must pick up waste within 5 days of scheduled pickup. BCM may request emergency waste pick up during the contract period. Contractors must respond within 12 hours to emergency requests.

Because of potential costs and liabilities associated with non-collection of wastes specified for collection (i.e. BCM personnel hours to communicate with EPA, rescheduling, etc.), it is imperative that the Contractor provides adequate personnel and transportation to collect all wastes during the scheduled pickup event.

- 3.6 Emergency Services BCM will contact the Contractor for waste pickup and disposal in a timely manner. Occasionally, situations arise which require BCM to respond in an expeditious manner. Bidders will indicate additional fees or cost for emergency service. Also, indicate earliest response time from the time of notification.
- 3.7 Waste Materials BCM will designate the amounts, items, and the chemical composition and physical characteristics of materials to be disposed of at the time a request for disposal is made. A composite sample of the waste material will be provided upon request.
- 3.8 Contractor Services Contractor agrees to provide BCM the following services:
- 3.8.1 Packing and loading of described waste material onto Contractor's transportation vehicles at BCM facilities. Contractors will assume all responsibility for waste once contact is made. In the event of a spill, leak, or discharge, on or off BCM's premises, the Contractor will be responsible for cleanup, including all equipment, materials, and personnel. Contractor will assume all associated costs resulting from the incident.
- 3.8.2 Transportation in secure vehicles from BCM facilities to Contractor's EPA permitted facilities in accordance with all applicable DOT regulations. NOTE: Overpack barrels will only be provided by BCM if barrel(s) shows signs of leakage at time of pick-up.
- 3.8.3 Incineration of mixed chlorinated solvents in an EPA permitted facility, or fuel blending if appropriate and cost effective.
- 3.8.4 Incineration of Polychlorinated Biphenyls (PCB's) is required. A certificate of destruction must be provided after 90 days to payment of invoice by BCM.

- 3.8.5 Completion of all necessary paperwork and records including, but not limited to the Uniform Hazardous Waste Manifest, Land Disposal Restriction Notification Form, and Certificates of Destruction or Disposal.
- 3.8.6 If BCM requests, Contractor shall provide barrels, containers, and packing materials. (Bidders shall identify these costs in their bid.)
- 3.8.7 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 Contractor has previously agreed to handle wastes as described in section 2.19.3.
- 3.9 Transfer of Wastes and Title BCM waste material, so described, will be transferred to Contractor at the following places, times, frequencies and quantities: Table 2

**Table 2**

No.	Generator	Address	State Waste Receipt #	EPA Identification #	Generator Status	Time	Frequency	Quantity
1	Main Campus	1 Baylor Plaza Houston, Texas 77030	71002	TXD051113330	Large Quantity Generator (LQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
2	Baylor Pathology	2525 West Belfort Houston, Texas 77054	88464	TXR000079096	Large Quantity Generator (LQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
3	McGovern Campus	2450 Holcomb Blvd. Houston, Texas 77030	87227	TXR000053322	Large Quantity Generator (LQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
4	Texas Childrens Neurological Research Institute	1250 Moursond Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
5	Children's Nutrition Research Center (CNRC)	1101 Bates Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Bi-Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
6	Hall Garcia	6624 Fannin Suite#2480, Houston, Texas 77030		TXVSQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Once a Year	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
7	Lee & Joe Jamial Specialty Center	1977 Butler Blvd. Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every 90 days	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
8	Baylor Medicine at McNair Campus	7200 Cambridge St. Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every 90 days	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
9	Odessa Regional Hospital (BCM Pathology)	520 East, 6 <sup>th</sup> Street, Odessa, Texas 79760		TXVSQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
10	Baylor College of Medicine-Family Practice	3701 Kirby Houston, Texas 77098		TXVSQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
11	Baylor College of	3743 Westheimer		TXVSQG	Very	Preferably	Every	See BCM Waste



	Medicine-Family Practice	Rd, Houston, Texas 77027			Small Quantity Generator (VSQG)	between 7:00 - 9:00 a.m.	other Month	Material Description Sheet ( <b>Attachment C</b> ).
12	Baylor College of Medicine- Texas Children's Feign Tower	1102 Bates Houston, Tx 77030	89412	TXR000080339	LQG	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
13	Baylor College of Medicine- TMC Helix	TBD			Very Small Quantity (VESQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).

At the time Contractor takes possession of, and removes, waste materials from the BCM facilities of transfer, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from BCM and vested in Contractor.

In the event waste materials are discovered to be nonconforming, the Contractor shall immediately notify BCM. Waste materials shall be considered nonconforming, for purposes of this Agreement: (i) if they are not in accordance with the descriptions, limitations or specifications stated in the attached Waste Material Description Sheet; or (ii) if they have constituents or components not specifically identified in the Waste Material Description Sheet which increase the nature or extent of the hazard and risk undertaken by Contractor in agreeing to handle, load, transport, store, treat, or dispose of waste materials.

The Contractor shall fax test results to BCM supporting the determination. The Contractor shall state exact additional costs for correcting the nonconforming waste material status condition. Upon approval from the BCM, the Contractor shall proceed with the re-packaging and disposal. No additional costs will be incurred by BCM for errors of the Contractor in lab packing.

3.10 Conformance with Regulations

3.10.1 The Contractor shall conduct all operations relating to BCM's waste materials in strict accordance with applicable EPA, DOT, and all other federal, state, and local regulations as a minimum requirement. All drums and article containers, if used, shall be properly sealed, marked, labeled, and dated. Vehicles used to transport waste materials shall be plainly marked in accordance with all applicable regulations and shall be licensed, as required, for the transportation of hazardous waste. Vehicle operators shall be licensed in accordance with all applicable laws and regulations. Contractor's employees and any subcontractors utilized by the Contractor shall be thoroughly trained and experienced in the regulations and procedures applicable to hazardous waste handling. At BCM's request, Contractor shall remove from the work and not again utilize any person at BCM(s) sites who, in BCM's opinion, exhibit careless or unsafe habits, or any attitude or tendency prejudicial to the work or the contract requirements.

3.10.2 The Contractor will comply with BCM's existing Spill Prevention Control and Countermeasures (SPCC) plan relating to the handling and disposal of materials.

3.11 Waste Scenario Waste Scenarios are presented in **Attachment B** of this RFP. Bidders should apply their pricing structure given in the **Form of Proposal** to these scenarios. Any other ideas that bidders have to aid BCM in this RFP in adding efficiency to the waste pickup are appreciated and will be considered as part of the award process.

## SECTION IV. SCOPE OF WORK - COMPRESSED GAS CYLINDERS

### 4.0 SCOPE OF WORK - COMPRESSED GAS CYLINDERS

- 4.1 Compressed Gas Cylinders Required Services The following services will be required for assessment and disposal of compressed gas cylinders:
- 4.1.1 Recycle cylinders whenever possible to minimize waste and reduce costs.
  - 4.1.2 Pickup and recycling/disposal of gases and cylinders at least four times per year or with hazardous waste shipments (if applicable). All refrigeration gas cylinders are required to be returned to generator by 30 days of receipt.
  - 4.1.3 Provide EPA hazardous waste codes for cylinders, when applicable.
  - 4.1.4 Provide DOT descriptions, packaging and transportation procedures for cylinders.
  - 4.1.5 Provide information on disposition (treatment technologies, recycling, end use) of products.
  - 4.1.6 Provide container labeling, paperwork and manifesting of materials.
  - 4.1.7 Assessing and disposing of cylinders of unknown contents.
- 4.2 Preferred Services The following services are desired, but not required.
- 4.2.1 Able to provide emergency response (i.e., valve replacement/repair, encapsulation, on-site treatment of non-transportable items).
  - 4.2.2 Allow self-packing of cylinders by BCM (if desired).
  - 4.2.3 Able to dispose/recycle all gas cylinders BCM accumulates in own facility or through subcontractor.
- 4.3 Other Requirements
- 4.3.1 The Contractor must provide the BCM with appropriate paperwork necessary to demonstrate compliance with all applicable federal, state and local regulations.
  - 4.3.2 The Contractor must provide notice of any violations of State or Federal environmental regulations occurring during the contract period.
  - 4.3.3 BCM shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency, which are applicable to the performance of this work.
- 4.4 Cylinder Disposal Scenario In order to evaluate the responses, the following fictitious scenarios are presented. Each vendor submitting a proposal shall submit a work plan and price quote based on the scenarios. (Please note this is not an actual disposal request).
- This section contains only the cylinder descriptions. The actual pricing, waste codes, DOT descriptions, etc. will need to be provided by Bidder in **Attachment D**. Bidder can add additional sizes of cylinders and pricing other cylinders not listed. The pricing requested in price per cylinder as listed in Table 3.
- 4.4.1 Scenario 1 Pricing structures for this scenario should be given as BCM. personnel were pre-packing cylinders. A charge for vendor packing will be asked for as an additional cost if Vendor does not allow pre-packing or BCM chooses not to pre-pack. Assume location is Baylor College of Medicine.

- 4.4.2 Scenario 2 Remediation of a leaking Petroleum Liquefied Gas cylinder located at Baylor College of Medicine. Please indicate the cost of encapsulation as well as other remediation methods available in Attachment D.
- 4.4.3 Other Information When completing Attachments or questions in the Form of Proposal, all costs of supplies and fees associated with assessing and disposing of the cylinders should be included in the per cylinder cost. Transportation, per diem for on-site staff and labor may be included as separate items.

**Table 3**

No.	Cylinders	EPA Codes	Form Code	Size	Treatment Codes	\$/Cylinder
1	Refrigeration Gases ( R-290, R-23, R-404A, R-508B, R-134A)		Municipal Exempt	20"H x 12"D		
2	Cryogenic (1,1,1,2-tetrafluoroethane gas)		Municipal Exempt	Lecture		

## SECTION V. SCOPE OF WORK - POTENTIAL EXPLOSIVES AND REACTIVE STABILIZATION

### 5.0 SCOPE OF WORK - POTENTIAL EXPLOSIVES AND REACTIVE STABILIZATION

#### 5.1 Potentially Explosive and Reactive Compound Stabilization Scope of Services

- 5.1.1 Provide on-location stabilization, reducing the need to transport potentially explosive materials.
- 5.1.2 Provide remote opening capabilities for materials, when needed, to reduce the potential hazard to technical and civilian personnel.
- 5.1.3 Provide location specific contingency plans when servicing hazardous materials.
- 5.1.4 Be available on short term notice (preferably less than five days) in the event dangerous materials are found on campus.
- 5.1.5 Provide service for all materials BCM deems potentially explosive.
- 5.1.6 Provide technical support for all stabilization procedures.

#### 5.2 Other Requirements

- 5.2.1 The Contractor must provide BCM with appropriate paperwork necessary to demonstrate compliance with all applicable federal, state and local regulations.
- 5.2.2 The Contractor must provide notice of any violations of State or Federal Regulations occurring during the contract period.
- 5.2.3 BCM shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency, which are applicable to the performance of this work.
- 5.2.4 Contractor shall check in with BCM representative upon arrival at a worksite prior to beginning any work.

- 5.3 Stabilization Scenario In order to evaluate the responses, the following fictitious scenario is presented. Each vendor submitting a proposal shall submit a work plan and price quote based on this scenario. (Please note this is not an actual stabilization request).

A detailed work plan for the following request should be included as Supplement 1. Pricing should be detailed in **Attachment E**. Assume all three items are handled in one mobilization and are located at Baylor College of Medicine.

- 5.3.1 100 grams Picric Acid, solid, dry in a student laboratory in Building A (stabilization must be done after hours when lab is empty).
- 5.3.2 Two one-liter brown glass bottles Isopropyl ether, partially full, One 500-gram jar 3,5-Dinitrosalicylic acid, dry, One 100 gram Trinitrotoluene in metal can all in laboratory in Building B, approximately two blocks from Building A.
- 5.3.3 Three metal one-liter cans Diethyl ether, anhydrous under fume hood in laboratory in Building C. Building C is next to Building B.

**The work plan is for remote opening and stabilization only. Assume BCM will transport and dispose of resulting stabilized hazardous wastes.**

## SECTION VI. PROPOSAL DOCUMENT SUMMARY

### 6.0 PROPOSAL DOCUMENT SUMMARY

- 6.1 Completed Form of Proposal (page 42) All bidders must complete the first section of general information. Then complete the sections for each type of service that you wish to offer.
- 6.2 Exceptions Bidders wishing to take exception to any terms and conditions of this RFP should do so on **Attachment A** of this RFP. Exceptions must be taken point-by-point. Taking blanket exception to the terms and conditions may cause BCM to consider your proposal as non-responsive and not eligible for award.
- 6.3 Scenarios Bidders wishing to provide any or all the services should complete the scenario worksheets (**Attachments B, D, and E**) for the services they wish to provide.
- 6.4 Stabilization Work Plan A detailed work plan for the stabilization scenarios should be included as **Supplement 1**.
- 6.5 Vendor Contracts If bidder requires a contract for any of the types of service that is different from the contract that BCM will draft as contract administrator as a result of this RFP, the contract should be included as **Supplement 2**.
- 6.6 Permits Provide copies of applicable Department of transportation (DOT), and U.S. Environmental Protection Agency (EPA) permits required for transport, treatment, storage, or disposal of hazardous waste or cylinders. The appropriate permit copies should be provided for each transporter or facility that will handle waste for the entities named and added to your proposal as **Supplement 3**.
- 6.7 Pricing Schedule A pricing schedule should be included for all services requested in this RFP as well as the prices for supplies (drums, pails, vermiculite, etc.). Include as **Supplement 4**
- 6.8 Stabilization Experience Bidder should provide a list of materials that they have experience stabilizing. This list should be included as **Supplement 5**.
- 6.9 Company Profile Contractor should provide a brief company profile listing company history, state of business composition (proprietorship, partnership or incorporation), experience, organizational chart and key management personnel and any other pertinent information that can be used to evaluate the Contractor. Include as **Supplement 6**.
- 6.10 Staff Profile Identify each of the individuals who would be directly involved in handling the Agencies account and include information about them that will indicate their expertise in meeting the needs of BCM. Please include information about experience, certifications and training and length of employment with your firm.
- In addition, include a resume of the main account representative(s) for each BCM facility that would be involved in scheduling, problem resolution, or pricing inquiries. Include this as **Supplement 7**
- 6.11 Compliance Record. Bidder should include evidence of any local, state or federal violations or fines received in the last five years (January 2007-January 2012) as **Supplement 8**.
- 6.12 Certificate of Insurance Please include a copy of your current certificate of insurance as **Supplement 9**.

- 6.13 Evidence of DOT Security Plan Bidder should include evidence of their DOT security plan. A copy of the index and the first few pages should be sufficient. Include this as **Supplement 10**.
- 6.14 Proprietary Information. Information that the vendor wishes to claim as proprietary should be indicated by section and included as **Supplement 11**. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. Pricing and financial arrangements are not considered proprietary.
- 6.15 Chemical Exemptions Contractors who wish to bid on the chemical waste portion of this RFP must include an itemized list of chemicals or classes of chemicals the Contractor cannot handle for the purpose of disposal. List should include chemical name, CAS number, and EPA waste code. Include this list as **Supplement 12**.

## SECTION VII. FORM OF PROPOSAL

### 7.0 FORM OF PROPOSAL

The Form of Proposal is broken into **four** sections: General Information, Hazardous Waste and Non-Hazardous Waste, and Vendor Information. The general information and vendor information should be provided by all vendors regardless of which services they choose to offer. **See Tables IV, V, VI, VII, and VIII.**

#### General Information

- 7.1 Bidder will make pricing available to the following entity:  
**Baylor College of Medicine**
- 7.2 Bidder has provided all parties involved with a copy of the RFP?  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- 7.3 Bidder agrees to all Proposal Instructions and Conditions contained in Section I of this RFP?  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **Note:** If No, please list exceptions on Attachment A (p.55)
- 7.4 Bidder agrees, if awarded, to all Terms and Conditions of the Contract contained in Section II?  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **Note:** If No, please list exceptions on Attachment A (p.55)
- 7.5 Bidder has included information on all fines and violations, local, state and federal, for the last five years as **Supplement 8**?  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- 7.6 Bidder will, if awarded a contract as a result of this RFP, agree to provide audited financial information for their last 2 fiscal years if requested?  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- 7.7 Bidder has attached copy of current Certificate of Insurance as **Supplement 9**?  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- 7.8 All Parties to the any contract that would result from this RFP, including subcontractors, should be listed below including address along with name and phone number of contract person for each party. Also list which contract they would be involved with, i.e. (hazardous waste, and non-hazardous waste)

1. \_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract \_\_\_\_\_

Contract \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract \_\_\_\_\_

Contract \_\_\_\_\_

7.9 Payment Terms: \_\_\_\_\_

(Failure to indicate your terms will mean that if your bid is accepted, BCM will apply a five percent (5%) cash discount for payments made within 15 days of receipt of your invoice)

**Hazardous Waste**

7.10 Bidder wishes to provide hazardous waste disposal services to the entity noted above?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.11 Bidder shall identify which categories below they are permitted for, method of disposal, location of the disposal facility and the facilities EPA permit identification number(s) Table IV

Yes \_\_\_\_\_ No \_\_\_\_\_



**Table IV.**

Baylor College of Medicine (One Baylor Plaza, Houston, Texas 77030)								
	Waste Description (Bulk Waste)	Form Code	EPA Codes	Treatment Code	Mgt Code Description	Type Container	Facility Location	EPA ID#
1	Non-Halogenated Solvents	203H	D001, D018, D035, D038, F003, F005, U002, U003, U007, U019, U031, U112, U154, U188, U213, U220, U239, U247	H061	Fuel Blending	55DRM		
2	Halogenated Solvents	204H	D001, D018, D035, D038, F001, F002, F003, F004, F005, U003, U023, U044, U060, U070, U071, U072, U073, U074, U112, U117, U122, U188, U210, U227	H040	Incineration	55DRM		
3	Contaminated Debris (Chloroform/Phenol)	009H	D022, U044, U188	H110	Stabilization	55 DRM		
4	Ethidium Bromide (Gels)	Municipal Exempt		H132	Landfill	55DRM		
5	Paraffin Wax	409H	D001, F003, U239	H061	Fuel Blending	55DRM		
6	Medicine Liquid Flammable, Toxic (Bulk Chemotherapy)	009H	D001, U010, U508	H040	Incineration	18 Gallon Pharm		
7	Pharmaceuticals Non-Regulated	Municipal Exempt		H040	Incineration	18 Gallon Pham		
8	Formaldehyde (3%) Water Solution (97%)	Municipal Exempt		H110	Stabilization	55DRM		
	<b>Cylinders</b>							
9	Refrigeration Gases ( R-290, R-23, R-404A, R-508B, R-134A)	Municipal Exempt		H040	Incineration	Medium (20x12)		
10	Cryogenic (1,1,1,2-tetrafluoroethane gas)	Municipal Exempt		H040	Incineration	Lectures		
	<b>Lab Packs</b>							
11	Acids (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neutralization	2.5 /5/30		
12	Bases (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neutralization	2.5/5/30		
13	Acutely Hazardous Waste (p-listed)	004H	All P-Codes	H040	Incineration	Hazmat Shippers (X-Rated) PGI and 1.25 OH for PGII		
14	Backup Tapes	Municipal Exempt		H040	Incineration			
15	Corrosive liquids, oxidizing	003H/004H	D001, D002, U006, U020, U023, U123, U134					
16	Batteries (Alkaline) Recycle			H039	Reclamation	30 Gallon		

						OH Poly		
17	Ethylene Oxide (ampules) PIH Zone D	003H	D001, F005	H040	Incineration	Hazmat Shippers (X-Rated) PGI and 1.25 OH for PGII		
18	Flammable Liquids Toxic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
19	Flammable Solids	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
20	Straight and Compact Fluorescent Light Bulbs			H010	Metals recovery including retorting, smelting, chemical, etc.	4/8/6/12 foot lamp boxes		
21	Shattershield, HID, HG Vapor, High Pressure Na			H010	Metals recovery including retorting, smelting, chemical, etc.	4/8/6/12 foot lamp boxes		
22	Lamps (U shaped bulbs)	Universal Waste		H010	Metals recovery including retorting, smelting, chemical, etc.	4 foot lamp box		
23	Mercury	117H	D009, U151					
24	Thermometers	Universal Waste		H010	Metals recovery including retorting, smelting, chemical, etc.	2.5/5/30		
25	Mercury Salts (Inorganic/Organic)	003H	D009	H040	Incineration	2.5/5/30		
26	Metal Shavings Covered in Oil	Municipal Exempt						
27	Non-Regulated Solids	Municipal Exempt						
28	Organic Peroxide Liquids/Solids (A-F)	003H	D001, F003	H040	Incineration	1.5/2.5		
29	Oxidizing Liquids/Solids	003H	D001	H040	Incineration	2.5/5/30		
30	PCB Contaminated Articles (50-499ppm)	003H		H040	Incineration	2.5/5/30		
31	Poison Inhalation Hazards (Zone A-D)	003H/004H	Various U&P Codes	H040	Incineration	2.5/5/30		
32	Spent filters containing carbon	003H	D001	H040	Incineration	2.5/5/30		
33	Self-heating compounds	003H	D001, D003	H040	Incineration	2.5/5/30		
34	Self-reactive compounds	003H	D001, d003	H040	Incineration	2.5/5/30		

35	Spontaneously combustible	003H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
36	Toxic Liquids/Solids Inorganic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
37	Toxic Liquids/Solids Organic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
38	Toxic Liquids Oxidizing	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
39	Toxic solids, water reactive	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
40	Water reactive compounds	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
41	Dioxin Waste (F027)	003H	F027	H040	Incineration	2.5/5/30		
<b>Baylor College of Medicine-Nabisco (2450 McGovern, Houston, Texas 77021)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPA ID#</b>
42	Non-Halogenated Solvents	203H	D001, D018, D035, D038, F003, F005, U002, U003, U007, U019, U031, U112, U154, U188, U213, U220, U239, U247	H061	Fuel Blending	55DRM		
43	Halogenated Solvents	204H	D001, D018, D035, D038, F001, F002, F003, F004, F005, U003, U023, U044, U060, U070, U071, U072, U073, U074, U112, U117, U122, U188, U210, U227	H040	Incineration	55DRM		
	Contaminated Debris (Chloroform/Phenol)	009H	D022, U044, U188	H110	Stabilization	55 DRM		
44	Ethidium Bromide (Gels)	Municipal Exempt		H132	Landfill	55DRM		
45	Straight and Compact Fluorescent Light Bulbs	Universal Waste		H010	Metals recovery including retorting, smelting, chemical, etc.	4/8/6/12 foot lamp boxes		
<b>Baylor College of Medicine-Neurological Research Institute (1250 Moursond, Houston, Texas 77030)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPA ID #</b>
46	Halogenated Solvents	204H	F003, U003, U080,	H040	Incineration	55 Gallon		

			U154			TH		
47	Silica Gel Vials	409H	D001, F003	H040	Incineration	30 Gallon OH Poly		
<b>Baylor College of Medicine-Childrens Nutrition Research Center (CNRC) (1100 Bates, Houston, Texas 77030)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPA ID #</b>
48	Halogenated Solvents	204H	D001, D018, D035, D038, F001, F002, F003, F004, F005, U003, U023, U044, U060, U070, U071, U072, U073, U074 U112, U117, U122, U188, U210, U227	H061	Energy Recovery	30 Gallon TH		
49	Contaminated Debris (Chloroform/Phenol)	009H	U044, D022, U188	H110	Stabilization	30 Gallon OH Poly		
50	Ethidium Bromide (Gels)	Municipal Exempt		H132	Landfill	30 Gallon OH Poly		
	<b>Lab Packs</b>							
51	Acids (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neutralization	2.5 /5/30		
52	Bases (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neutralization	2.5/5/30		
53	Acutely Hazardous Waste (p-listed)	004H	All P-Codes	H040	Incineration	Hazmat Shippers (X-Rated) PGI and 1.25 OH for PGII		
54	Flammable Solids	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
55	Toxic Liquids/Solids Inorganic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
56	Toxic Liquids/Solids Organic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
57	Toxic Liquids Oxidizing	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
58	Toxic solids, water reactive	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
59	Water reactive compounds	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
<b>Baylor College of Medicine -Pathology (2525 West Belfort, Houston, Texas 77054)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPAID#</b>

60	Non-Halogenated Solvents	204H		H061	Energy Recovery	55 Gallon TH		
61	Paraffin Wax	409H	D001, F003, U239	H061	Fuel Blending	55DRM		
	<b>Lab Packs</b>							
62	Acid Slam Packs	003H	D001, D002, U006, U020, U023, U123, U134	H132/H040	Indirect Landfill, Incineration	5/30 OH		
<b>Baylor College of Medicine-Hall Garcia (6624 Fannin Suite#2480, Houston, Texas 77030)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPAID#</b>
63	Pharmaceuticals Non-RCRA	Municipal Exempt		H040	Incineration	18 Gallon		
<b>Baylor College of Medicine-Medical Office Building (1977 Butler, Houston, Texas 77030)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPAID#</b>
64	Pharmaceuticals Non-RCRA	Municipal Exempt		H040	Incineration	18 Gallon		
65	Non-Halogenated Solvents	204H	D001, F003, U239	H061	Energy Recovery	15 Gallon TH Poly		
<b>Baylor College of Medicine-McNair Campus (7200 Cambridge, Houston, Texas 77030)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPA ID#</b>
66	Pharmaceuticals Non-RCRA	Municipal Exempt		H040	Incineration	18 Gallon		
67	Medicines, Liquid, Flammable, Toxic	009H	U010, D001, U058	H040	Incineration	18 Gallon		
<b>Baylor College of Medicine-Pathology (520 East Street, Odessa Regional Hospital, Odessa Texas 79760)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPAID#</b>
68	Non-Halogenated Solvents	203H	D001, F003	H061	Energy Recovery	30/55 TH		
<b>Baylor College of Medicine-Family Medicine (3701 Kirby, Houston, Texas 77098)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPAID#</b>
69	Pharmaceuticals Non-RCRA	Municipal Exempt		H040	Incineration	18 Gallon		
<b>Baylor College of Medicine-Family Medicine River Oaks (3743 Westheimer Rd, Houston, Texas 77027)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPAID#</b>
70	Pharmaceuticals Non-RCRA	Municipal Exempt		H040	Incineration	Pharmaceuticals Non-RCRA		
<b>Baylor College of Medicine-Texas Childrens Feign Tower (1102 Bates, Houston, Texas 77030)</b>								
	<b>Waste Description (Bulk Waste)</b>	<b>Form Code</b>	<b>EPA Codes</b>	<b>Treatment Code</b>	<b>Mgt Code Description</b>	<b>Type Container</b>	<b>Facility Location</b>	<b>EPAID#</b>
71	Halogenated Solvents	204H	D001, F003, U044, U154	H061	Energy Recovery	55 TH		
72	Flammable Solids	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
73	Acids (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neutralization	2.5 /5/30		
74	Bases (Inorganic/Organic)	003H/004H	D002, U006, U020, U023, U123, U134	H040/H121	Incinerate/Neutralization	2.5/5/30		

75	Toxic Liquids/Solids Inorganic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes	H040	Incineration	2.5/5/30		
76	Contaminated Debris (Phenol, Chloroform)	002H	D022, U044, U188	H110	Incineration	55 Gallon		
77	Paraffin Wax	409H	D001, F003	H061	Fuels Blending	30, 55 Gallon		
78	Non-Regulated Solids	Municipal Exempt		H132	Direct Landfill	55 gallon OH		

7.12 Bidder agrees, if awarded a contract, to incinerate all Polychlorinated Biphenyls and to provide a Certificate of Destruction within 90 days of disposal of PCB products?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.13 Bidder agrees, if awarded a contract, to pick up waste within ten days of a pickup request by BCM and will respond within 10 days for emergency pickup?

7.14 Bidder can provide services on an emergency basis?

Yes \_\_\_\_\_ No \_\_\_\_\_

Additional charges for emergency services: \_\_\_\_\_

**Note:** *This may be listed as a percentage of the order or a flat fee.*

7.15 Bidder requires BCM to sign a contract for service, separate from the contract that will be produced by BCM as a result of this RFP award?

Yes \_\_\_\_\_ No \_\_\_\_\_ **Note:** If a contract is required, please include a copy with your bid as **Supplement 2**

7.16 Bidder agrees, if awarded a contract, that they will provide a Certificate of Destruction within 90 days of payment of invoices by BCM?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.17 Bidder owns and operates at least one TSD facility?

Yes \_\_\_\_\_ No \_\_\_\_\_

Location \_\_\_\_\_ EPA ID# \_\_\_\_\_

7.18 Bidder agrees to perform services as per the Hazardous Waste Specifications in Section III?

Yes \_\_\_\_\_ No \_\_\_\_\_ **Note:** If No, please list exceptions on Attachment A (p.55)

**7.19 References**

Please provide the names of references for hazardous waste projects completed within the last three years.

References' Company Name or Owner	Address	Contact Person and Phone Number
1. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____
2. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____
3. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____

7.20 Bidder has provided evidence of applicable DOT and EPA permits required for transport, treatment, storage, and disposal of hazardous waste and labeled them as **Supplement 3**?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.21 Pricing Indicate cost of indicated services below. Additional cost documentation on tables should be attached to **Form of Proposal**. Give additional transportation cost (**milk run**) for multiple pickup sites.

7.21.1 **Transportation** \$ \_\_\_\_\_

One truck and crew round-trip from Contractor's facility to BCM.

"Milk-run" from main BCM to other BCM facilities \$ \_\_\_\_\_/mile. or load \$

7.21.2 **Labor** \$ \_\_\_\_\_

Per man/per role/per hour on site if not included in rates for disposal as identified in 8.21.3. Bidder shall clearly indicate if labor must be calculated as an additional cost.

7.21.3 **Disposal cost.**

Rates per waste category below and supply a price schedule for additional items, supplies and services as Supplement 4. Format is to reflect price per pound of material, per 2.5, 5, 15, 30 & 55-gallon drum, or by an industry standard unit pricing schedule in Table V. This is a request for a flat rate of price per pound or cylinder not including supplies.

**Table V**

	Waste Description (Bulk Waste)	EPA Codes	Form Code	\$/Pound	Gallons					
					2.5	5	15	18	30	55
1	Non-Halogenated Solvents *(price per drum)	D001, D018, D035, D038, F003, F005, U002, U003,	203H		N/A					

		U007, U019, U031, U112, U154, U188, U213, U220, U239, U247								
2	Halogenated Solvents *(price per drum)	D001, D018, D035, D038, F001, F002, F003, F004, F005, U003, U023, U044, U060, U070, U071, U072, U073, U074 U112, U117, U122, U188, U210, U227	204H		N/A					
3	Contaminated Debris (Phenol, Chloroform)	D022, U044, U188	009H		N/A	N/A	N/A			
4	Paraffin Wax (Histology)	D001, F003, U239	409H		N/A	N/A				
5	Ethidium Bromide Gels (Non-Hazardous Waste)		Municipal Exempt		N/A	N/A	N/A			
6	Medicine liquid flammable, toxic (Bulk Chemotherapy)	D001, U010, U508	009H		N/A		N/A		N/A	N/A
7	Pharmaceuticals Non-Regulated	Municipal Exempt	H040							
8	Formaldehyde (3%)/Water Mixture (97%) (*price per drum)		Municipal Exempt		N/A	N/A	N/A	N/A	N/A	
	<b>Cylinders</b>	<b>EPA Codes</b>	<b>Form Code</b>	<b>S/Cylinder</b>						
8	Refrigeration Gases ( R-290, R-23, R-404A, R-508B, R-134A)		Municipal Exempt		N/A	N/A	N/A	N/A	N/A	N/A
9	Cryogenic (1,1,1,2-tetrafluoroethane gas)		Municipal Exempt		N/A	N/A	N/A	N/A	N/A	N/A

	Waste Description (Lab Packs) (300 Lab Packs)	EPA Codes	Form Code	\$/Pound	2.5	5	15	18	30	55
13	Acids (Inorganic/Organic)	003H/004H								N/A
14	Bases (Inorganic/Organic)	003H/004H								N/A
15	Acutely Hazardous Waste (p-listed)	004H				N/A	N/A	N/A	N/A	N/A
16	Backup Tapes	Municipal Exempt			N/A	N/A		N/A		
17	Corrosive liquids, oxidizing	003H/004H								N/A
18	Batteries (Alkaline) Recycle									N/A
19	Ethylene Oxide (ampules) PIH Zone D	003H								N/A
21	Flammable Liquids Toxic	003H/004H								N/A
22	Flammable Solids	003H/004H								N/A
23	Straight and Compact Fluorescent Light Bulbs									
24	Shattershield, HID,HG Vapor, High Pressure Na				N/A	N/A	N/A	N/A	N/A	N/A
25	Lamps (U shaped bulbs)	Universal Waste			N/A	N/A	N/A	N/A	N/A	N/A
26	Mercury	117H						N/A		N/A
27	Thermometers	Universal Waste								
28	Mercury Salts (Inorganic/Organic)	003H				N/A	N/A	N/A	N/A	N/A
29	Metal Shavings Covered in Oil	Municipal Exempt						N/A		
30	Non-Regulated Solids	Municipal Exempt						N/A		
31	Organic Peroxide Liquids/Solids (A-F)	003H						N/A		
32	Oxidizing Liquids/Solids	003H						N/A		
33	PCB Contaminated Articles (50-499ppm)	003H						N/A		
34	Poison Inhalation Hazards (Zone A-D)	003H/004H	Various U&P Codes			N/A	N/A	N/A	N/A	N/A



35	Spent filters containing carbon	003H	D001								N/A
36	Self-heating compounds	003H	D001, D003								N/A
37	Self-reactive compounds	003H	D001, d003								N/A
38	Spontaneously combustible	003H	D001-D043, F001-F005, Various U-CODES, Various P-Codes								N/A
39	Toxic Liquids/Solids Inorganic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes								N/A
40	Toxic Liquids/Solids Organic	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes								N/A
41	Toxic Liquids Oxidizing	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes								N/A
42	Toxic solids, water reactive	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes								N/A
43	Water reactive compounds	003H/004H	D001-D043, F001-F005, Various U-CODES, Various P-Codes								N/A
44	Dioxin Waste (F027)	003H	F027				N/A	N/A	N/A	N/A	N/A

These rates should be used to calculate the waste scenarios given as Attachment B.

Pricing is firm for the duration of the contract

Yes \_\_\_\_\_ No \_\_\_\_\_ (or) Pricing is firm for \_\_\_\_\_ years and will increase no more than \_\_\_\_\_ %/year

**7.22 Schedule**

Pickup can be made \_\_\_\_\_ days after notification from BCM.

Disposal will be complete \_\_\_\_\_ days after pickup from BCM.

Emergency pickup can be made \_\_\_\_\_ days after notification from BCM.

Emergency disposal will be complete \_\_\_\_\_ days after pickup from BCM.

**Cylinder Disposal**

7.23 Bidder requires BCM to sign a contract for service, separate from the contract that will be produced by BCM as a result of this RFP award in Table VI?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Note:** If a contract is required, please include a copy with your proposal and label as **Supplement 2**.

7.24 Bidder agrees, if awarded a contract, that they will provide a Certificate of Disposal/Destruction within 90 days of invoice?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Table VI**

No.	Cylinders	EPA Codes	Form Code	Size	Treatment Codes	\$/Cylinder
1	Refrigeration Gases (R-290, R-23, R-404A, R-508B, R-134A)		Municipal Exempt	20"H x 12"D		
2	Cryogenic (1,1,1,2-tetrafluoroethane gas)		Municipal Exempt	Lecture		

7.25 Bidder owns and operates at least one TSD facility?

Yes \_\_\_\_\_ No \_\_\_\_\_

Location \_\_\_\_\_ EPA ID# \_\_\_\_\_

**7.26 Schedule of pick-up**

Bidder proposes to pick-up cylinders with hazardous waste shipments (if applicable)?

Yes \_\_\_\_\_ No \_\_\_\_\_ (one transportation charge for hazardous waste and cylinders)

**Cylinders Only**

Bidder proposes to pick-up cylinders \_\_\_\_\_ (please describe)

7.27 Bidder will provide hazardous waste codes for cylinders?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.28 Bidder will provide DOT descriptions for cylinders?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.29 Bidder will provide container labeling, paperwork and manifesting of materials?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.30 Bidder can assess and dispose of cylinders of unknown contents?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.31 Bidder can provide emergency response for valve replacement, encapsulation, etc.?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.32 Bidder allows self-packing of the material?

Yes \_\_\_\_\_ No \_\_\_\_\_

What requirements are there for self-packing? \_\_\_\_\_

\_\_\_\_\_

Are there any reasons that we may not want to self-pack? \_\_\_\_\_

\_\_\_\_\_

7.33 Bidder agrees to provide notice of any state or federal violations that occur during the contract period?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.34 Bidder agrees to provide BCM copies of all written licenses, permits or approvals if requested?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.35 References Please provide the names of references for cylinder disposal projects or contracts completed or in force during the last five years.

References' Company Name or Owner	Address	Contact Person and Phone Number
1. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____
2. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____
3. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____

7.36 **Pricing** Indicate cost of services below. Additional cost documentation or rate cards/tables should be attached as **Supplement 4**.

7.36.1 **Transportation** (If you would be picking up cylinders at the same time as hazardous waste this cost can be shown to be \$0.00)

**Table VII**

No.	Generator	Address	State Waste Receipt #	EPA Identification #	Generator Status	Time	Frequency	Quantity
1	Main Campus	1 Baylor Plaza Houston, Texas 77030	71002	TXD051113330	Large Quantity Generator (LQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
2	McGovern Campus	2450 Holcomb Blvd. Houston, Texas 77030	87227	TXR000053322	Large Quantity Generator (LQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
3	Texas Childrens Neurological Research Institute	1250 Moursond Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
4	Children's Nutrition Research Center (CNRC)	1101 Bates Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Bi-Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
5	Baylor Pathology	2525 West Belfort Houston, Texas 77054	88464	TXR000079096	Large Quantity Generator (LQG)	Preferably between 7:00 - 9:00 a.m.	Weekly	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
6	Hall Garcia	6624 Fannin Suite#2480, Houston, Texas 77030		TXVSQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Once a Year	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
7	Lee & Joe Jamial Specialty Center	1977 Butler Blvd. Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every 90 days	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
8	Baylor Medicine at McNair Campus	7200 Cambridge St. Houston, Texas 77030		TXCESQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every 90 days	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
9	Odessa Regional Hospital (BCM Pathology)	520 East, 6 <sup>th</sup> Street, Odessa, Texas 79760		TXVSQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
10	Baylor College of Medicine- Family Medicine	3701 Kirby Houston, Tx 77098		TXVSQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
11	Baylor College of Medicine- Family Medicine	3743 River Oaks Houston, Tx 77027		TXVSQG	Very Small Quantity Generator (VSQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
12	Baylor College of Medicine- Texas Children's Feign Tower	1102 Bates Houston, Tx 77030	89412	TXR000080339	Large Quantity Generator (LQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).

13	Baylor College of Medicine- TMC Helix	1840 Dynamic Way, Houston, Tx 77030			Very Small Quantity (VESQG)	Preferably between 7:00 - 9:00 a.m.	Every other Month	See BCM Waste Material Description Sheet ( <b>Attachment C</b> ).
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**Table VIII**

No	Generator	Supplies Required from Bidder	On-Site Chemist Required During Pickups	Transportation provided by Bidder
1	Main Campus	N/A	Yes	Yes
2	McGovern Campus	N/A	Yes	Yes
3	Texas Childrens Neurological Research Institute	N/A	Yes	Yes
4	Children's Nutrition Research Center (CNRC)	N/A	Yes	Yes
5	Baylor Pathology	(2) 55-gallon TH (1) 30 gallon OH	Yes	Yes
6	Children's Nutrition Research Center (CNRC)	N/A	Yes	Yes
7	Hall Garcia	N/A	Yes	Yes
8	Lee & Joe Jamial Specialty Center	(1) 30-gallon poly OH	Yes	Yes
9	Baylor Medicine at McNair Campus	N/A	Yes	Yes
10	Odessa Regional Hospital (BCM Pathology)	(1) 30-gallon metal TH	Yes	Yes
11	Baylor College of Medicine- Family Medicine Kirby	N/A	Yes	Yes
12	Baylor College of Medicine- Family Medicine River Oaks	N/A	Yes	Yes

One truck and crew round-trip from Disposer's facility to BCM

\$ \_\_\_\_\_

One truck and crew round-trip from Disposer's facility to Main Campus \$ \_\_\_\_\_

One truck and crew round-trip from Disposer's facility to TSDF

\$ \_\_\_\_\_

Milk run to McGovern, TSDF, Main Campus

\$ \_\_\_\_\_

7.36.2 **Labor** \$ \_\_\_\_\_/hour

*Per man/per role/per hour on site if not included in rates for disposal. Bidder shall clearly indicate if labor must be calculated as an additional cost.*

7.36.3 Pricing, EPA waste codes, DOT descriptions, disposition, and pricing are to be provided for the scenario listed in Attachment B. Please give pricing with the assumption that entity will pre-pack (if allowed) and add in price for bidder packing in the appropriate space. Scenarios will be given for each entity and one remote DOT location.

Pricing is firm for the duration of the contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

(or) Pricing is firm for \_\_\_\_\_ years and will increase no more than \_\_\_\_\_ %/year

7.37 Please describe any items your firm is not authorized/permitted to accept or treat on-site. Describe alternate disposal methods for these items including possible subcontractors or designated facilities not owned or operated by your company.

Item list \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternate methods/facilities \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.38 Does your firm provide treatment of compressed gases on-site?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, generally describe the treatment processes, including possible regulatory/permitting concerns \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.39 Can BCM ship unknown cylinders as samples to your facility for analysis and disposal?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe the procedure \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Explosive and Reactive Stabilization**

7.40 Bidder requires BCM to sign a contract for service, separate from the contract that will be produced by BCM as a result of this RFP award?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Note:** If a contract is required, please include a copy with your proposal and label as **Supplement 2**.

**7.41 Response time**

What is your normal response time for stabilization \_\_\_\_\_ business days?

Do you provide emergency response service?    **Yes** \_\_\_\_\_    **No** \_\_\_\_\_

What is the response time for this service \_\_\_\_\_

**7.42    Rates**

What are your rates for the following?

Normal Work Hours    ( __:__ to __:__ CST)	\$ _____/hour/_____ (person/team)
Off hours    (outside normal hours)	\$ _____/hour/_____ (person/team)
Emergency Response	\$ _____/hour/_____ (person/team)

**Mobilization**

Main Campus \$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Baylor Pathology\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

McGovern Campus\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Texas Childrens  
Neurological Research  
Institute\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Children's Nutrition  
Research Center  
(CNRC) \$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Hall Garcia\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Lee & Joe Jamial Specialty Center\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Baylor Medicine at McNair Campus\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Odessa Regional Hospital (BCM Pathology) \$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Baylor College of Medicine- Family Medicine Kirby\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Baylor College of Medicine- Family Medicine River Oaks\$ \_\_\_\_\_/hour/\_\_\_\_\_ (person/team)

Pricing is firm for the duration of the contract.

**Yes**    \_\_\_\_\_    **No**    \_\_\_\_\_

(or) Pricing is firm for \_\_\_\_\_ years and will increase no more than \_\_\_\_\_ %/year

**7.43    References.** Please provide the names of references for stabilization projects or contracts completed or in force during the last five years.

References' Company Name or Owner	Address	Contact Person and Phone Number
1. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____
2. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____
3. _____ _____ _____	_____ _____ _____	_____ _____ PH: _____

**Additional Services**

7.44 What additional services do your firm offer that may be of benefit to BCM?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Vendor Information**

Business Name: \_\_\_\_\_



Federal I.D. Number: \_\_\_\_\_

Permit I.D. Number \_\_\_\_\_

Official Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Firm's State or Foreign Country of Residence \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Typewritten or Printed Signature \_\_\_\_\_

Date \_\_\_\_\_

**SECTION VIII. BID COMPLIANCE FORM**

***Please note: Your bid will be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All Documents should be included IN THE ORDER PROVIDED BELOW.***

Compliance

- Request for Proposal Form signed by your company's authorized official.**
- Form of Proposal** (pages 33 through 44) completed and signed by your company's authorized official.
- Attachment A** (Exceptions)
- Attachment B** (Hazardous Waste Scenarios)
- Attachment C** (Waste Estimates)
- Attachment D** (Cylinder Scenarios)
- Attachment E** (Explosive/Reactive Scenarios)
- Supplement 1** (Stabilization Work Plan)
- Supplement 2** (Vendors Contracts – if applicable)
- Supplement 3** (DOT/EPA Permit evidence)
- Supplement 4** (Hazardous Waste Pricing Schedule)
- Supplement 5** (Stabilization Experience)
- Supplement 6** (Company Profile)
- Supplement 7** (Staff Profile)
- Supplement 8** (Violations and Fines)
- Supplement 9** (Certificate of Insurance)
- Supplement 10** (DOT Security Plan)
- Supplement 11** (Proprietary Information)
- Supplement 12** (Chemical Exemptions)
- Supplement 13** (Training available to BCM)
- Supplement 14** (Online Waste Tracking/Creating Profiles)

**ATTACHMENT A. EXCEPTIONS**

**Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception: (Make additional copies if necessary)**

**Please check one of the following:**

- We have no exceptions to this RFP**
- We have the following exceptions to this RFP**

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____

**ATTACHMENT B. HAZARDOUS WASTE SCENARIOS**  
**Table IX**

No.	Generator	Address	Waste Description	EPA Codes	Qty	Volume
1	Main Campus	1 Baylor Plaza Houston, Texas 77030	Lamps		25	4ft boxes
			Non-Halogenated Solvents	D001, D018, D035, D038, F003, F005, U002, U003, U007, U019, U031, U112, U154, U188, U213, U220, U239, U247	3	55 Gallon TH
			Ethidium Bromide Gels	Municipal Exempt	3	55 gallon OH
			Contaminated Debris	U188, U044, D022	2	55 Gallon OH
			Corrosive, liquids, inorganic	D002	1	30 Gallon OH
2	McGovern Campus	2450 Holcomb Blvd. Houston, Texas 77030	Halogenated Solvents	D001, D018, D035, D038, F003, F005, U002, U003, U007, U019, U031, U112, U154, U188, U213, U220, U239, U247	4	55 gallons
3	Texas Childrens Neurological Research Institute	1250 Moursond Houston, Texas 77030	Halogenated Solvents	F003, U003, U080, U154	2	55 gallons
4	Baylor Pathology	2525 West Belfort Houston, Texas 77054	Halogenated Solvents	D001, D038, U239, F003	2	55 gallons
5	Lee & Joe Jamial Specialty Center	1977 Butler Blvd. Houston, Texas 77030	18 Gallon Pharma/Non-Haz		2	18 gallons
6	Baylor Medicine at McNair Campus	7200 Cambridge St. Houston, Texas 77030	18 Gallon Pharma/Haz	U010, D001, U058	5	18 gallons

Assume for this scenario that the entity is Baylor College of Medicine in Table IX for sites 1, 2, 3, 4 & 6 have been requested for processing on the same day. Sites 1, 2, & 3 waste have already been processed and will only require the waste to be manifested and transported. Sites 3, 4, & 5 will need waste to be processed, supplies and transportation. Please apply the applicable rates, labor and supplies needed to complete this scenario. As unit pricing and labor should be the same for all entities the only difference in calculating the scenario cost for each entity should be in substituting the appropriate transportation cost. If this is not correct, please note at the bottom of the scenario. The Scenario includes facilities within the Texas Medical Center and outlying facilities.

## ATTACHMENT C. WASTE ESTIMATES

**Baylor College of Medicine Waste Material - Annual Estimate**  
**Table X**

NO.	Waste Description (Bulk Waste)	EPA Codes	Form Code	# Containers
1	Non-Halogenated Solvents	D001, D018, D035, D038, F003, F005, U002, U003, U007, U019, U031, U112, U154, U188, U213, U220, U239, U247	203H	250
2	Halogenated Solvents	D001, D018, D035, D038, F001, F002, F003, F004, F005, U003, U023, U044, U060, U070, U071, U072, U073, U074 U112, U117, U122, U188, U210, U227	204H	57
3	Contaminated Debris (Phenol, Chloroform)	D022, U044, U188	009H	45
4	Paraffin Wax (Histology)	D001, F003, U239	409H	35
5	Ethidium Bromide Gels (Non-Hazardous Waste)		Municipal Exempt	40
6	Medicine liquid flammable, toxic (Bulk Chemotherapy)	D001, U010, U508	009H	30
7	Formaldehyde (3%)/Water Mixture (97%)		Municipal Exempt	15
NO.	Cylinders	EPA Codes	Form Code	# Containers
8	Refrigeration Gases (Trifluoromethane)		Municipal Exempt	5
9	Refrigeration Gases (Chlorodifluoromehtane)		Municipal Exempt	5
10	Refrigeration Gases (1,1,1.2 Tetrafluouromethane)		Municipal Exempt	5
11	Refrigeration Gases (Chlorodifluoromehtane/Chlorpentafluormethane & mixture)		Municipal Exempt	5
12	Petroleum Gases Liquefied	D001	003H	11
NO.	Waste Description (Lab Packs) 300 Labpacks	EPA Codes	Form Code	# Containers
13	Acids (Inorganic)	D002, U006, U020, U023, U123, U134	003H, 004H	10
14	Acids (Organic)	D002, U006, U020, U023, U123, U134	003H, 004H	10
15	Acetonitrile Vials	D00, U003	219H	3
16	Acutely Hazardous Waste (p-listed)	All P-codes	004H	7
17	Aerosols	D001, D002	003H	9
18	Back up tapes (Sensitive information) Incinerate		Municipal Exempt	3
19	Bases (Inorganic)	D002, U006, U020, U023, U123, U134	003H	6
20	Bases (Organic)	D002, U006, U020, U023, U123, U134	003H	4
21	Corrosive liquids, oxidizing	D001, D002, U006, U020, U023, U123, U134	003H	8
22	Batteries (Alkaline) Recycle		Universal Waste	3
23	Batteries (Lithium) Recycle		Universal Waste	2
24	Ethylene Oxide Ampoules PIH Zone D	D001, U115	003H	1
25	Flammable liquid, toxic	D001-D043, F001-F005, Various U-CODES, Various P-Codes	003H, 004H	7
26	Flammable solids	D001-D043, F001-F005, Various U-CODES, Various P-Codes	003H, 004H	4
27	Flammable solid, oxidizing	D001-D043, F001-F005, Various U-CODES, Various P-Codes	003H, 004H	7

28	Lamps (Shattershield, HID, HG Vapor, High Pressure Sodium, Metal Halide)		Universal Waste	30 boxes 200 count
29	Lamps (Straight Fluorescent light bulbs)		Universal Waste	10 boxes
30	Lamps (U shaped bulbs)		Universal Waste	5 boxes
31	Medicine solid toxic (Expired Pharmaceuticals)	U010	009H	5
32	Mercury	D009, U151	117H	1
33	Mercury compounds	D009, U151	117H	3
34	Mercury Salts (Inorganic)	D009	003H	1
35	Mercury Salts (Organic)	D009	003H	1
36	Metal shavings contaminated with oil		Municipal Exempt	3
37	Non-Hazardous Solids		Municipal Exempt	9
38	Oily rags		Municipal Exempt	
39	Oil Water Emulsion (55 Gallons)		Municipal Exempt	4
40	Organic peroxides liquids & solids, type A-F	D001, D003	003H	1
41	Oxidizing liquids & solids	D001	003H	3
42	Paint		Universal Waste	1
43	PCB Contaminated Articles (50-499ppm)		Municipal Exempt	1
44	PCB Contaminated Articles (>500ppm)		Municipal Exempt	1
45	Poison Inhalation Hazards (Zone A-D)		003H, 004H	3
46	Pharmaceutical Waste (Non-Hazardous)		Municipal Exempt	25
47	Spent filters containing carbon	D001	404H	4
48	Self heating compounds	D001, D003	003H	1
49	Self reactive compounds	D001, D003	003H	1
50	Spontaneously combustible	D001, D003	003H	3
51	Toxic liquids inorganic	D001-D043, F001-F005, Various U-Codes, Various P-Codes	003H	5
52	Toxic solids inorganic	D001-D043, F001-F005, Various U-Codes, Various P-Codes	003H	5
53	Toxic liquids organic	D001-D043, F001-F005, Various U-Codes, Various P-Codes	003H	5
54	Toxic solids organic	D001-D043, F001-F005, Various U-Codes, Various P-Codes	003H	5
55	Toxic liquids oxidizing	D001-D043, F001-F005, Various U-Codes, Various P-Codes	003H	5
56	Toxic solids, water reactive	D001-D043, F001-F005, Various U-Codes, Various P-Codes	003H	3
57	Water reactive compounds	D001-D043, F001-F005, Various U-Codes, Various P-Codes	003H	3
58	Dioxin Waste (F027)	F027	003H	1

**ATTACHMENT D. CYLINDER SCENARIOS**

**Table XI**

No.	Cylinders	EPA Codes	Form Code	Size	Treatment Codes	\$/Cylinder
1	Refrigeration Gases ( R-290, R-23, R-404A, R-508B, R-134A)		Municipal Exempt	20"H x 12"D		
2	Cryogenic (1,1,1,2-tetrafluoroethane gas)		Municipal Exempt	Lecture		

**Scenario 1**

Assume for this scenario that the entity is Baylor College of Medicine in Table XI. Please apply the applicable rates and labor needed to complete this scenario for items 1-4. As unit pricing and labor should be the same for all entities the only difference in calculating the scenario cost for each entity should be in substituting the appropriate transportation cost. If this is not correct, please note at the bottom of the scenario.

Comments \_\_\_\_\_

**Scenario 2**

Remediation of a leaking lecture cylinder containing Propane located at BCM.

Cost of Encapsulation (to include supplies, materials, etc.)	\$ _____
Labor (if additional)	\$ _____
Transport (mobilization and removal)	\$ _____
Other Costs (i.e. per die, etc.) _____	\$ _____
Total	\$ _____

Please describe in detail the encapsulation procedure (or provide pictures/diagrams)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

What alternate method of remediation could you use in place of encapsulation for the cylinder in this scenario? Please describe briefly below.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT E. EXPLOSIVE AND REACTIVE SCENARIO**

The following fictitious scenario will be used to evaluate pricing structures and work plans. Each vendor shall submit a work plan as Supplement 1 and enter pricing information below based on this scenario. (Please note this is not an actual stabilization request).

**A detailed work plan for the following request should be included as Supplement 1. Assume all three items are handled in one mobilization and are located Baylor College of Medicine Main Campus.**

- 5.3.1 100 grams Picric Acid, solid, dry in a student laboratory located in Building A (stabilization must be done after hours when lab is empty).
- 5.3.2 Two one-liter brown glass bottles Isopropyl ether, partially full, One 500-gram jar 3,5-Dinitrosalicylic acid, dry, One 100 gram Trinitrotoluene in metal can all in laboratory in Building B, approximately two blocks from Building A.
- 5.3.3 Three metal one-liter cans Diethyl ether, anhydrous under fume hood in laboratory in Building C. Building C is next to Building B.

**The work plan is for remote opening and stabilization only. Assume BCM will transport and dispose of resulting stabilized hazardous wastes.**

Normal Work Hours	_____	hours (x) \$ _____	=	\$ _____
Off hours	_____	hours (x) \$ _____	=	\$ _____
Mobilization/Demobilization				\$ _____
Other Costs				
	_____			\$ _____
	_____			\$ _____

END OF DOCUMENT