

IDAHO DEPARTMENT OF HEALTH AND WELFARE
RFQ20231781
Collection and Disposal of Medical Waste at Idaho Bureau of Laboratories (IBL)

1. Purpose

The Idaho Department of Health and Welfare, Division of Division of Public Health, Bureau of Laboratories (Department), is seeking quotes for the weekly collection and disposal of medical waste. Services shall be performed at 2220 Old Penitentiary Road, Boise, Idaho, 83712.

2. Timelines and Submittal

Quotes will be accepted through IPRO only. Submit your quote using the IPRO Items and Questions Pages no later than 5:00 p.m. Mountain Time on 08/17/2022. For any questions, contact:

RFQ Lead: Katie Giesbrecht
Phone: 208-334-0607
Fax: 208-639-5715
Email: Katie.Giesbrecht@dhw.idaho.gov

3. Scope of Work

See Exhibit C

4. Award Basis and Term

Validity of Quote: Your quote must be firm and binding for a minimum of ninety (90) calendar days, or such alternate time as designated in the solicitation document.

Alternate Quotes: Multiple or alternate quotes will not be accepted unless expressly allowed in the solicitation documents.

AWARD: Award will be ALL OR NONE to the Responsive Responsible Vendor with the Lowest Cost as provided in IPRO.

The initial Contract term is anticipated to be 09/28/2022 to 09/27/2023. Upon mutual, written agreement, the Contract may be amended or extended in annual increments or in multiple year increments. The total Contract term, including all extensions, is not anticipated to exceed four (4) years.

Services and requirements will include the following:

- Exhibit A – Special Terms and Conditions
- Exhibit B – Riders
- Exhibit C – Scope of Work
- Exhibit D – Cost/Billing Procedure
- Exhibit E – State Signature Page

The attached documents will become part of the Contract resulting from this Request for Quotation (RFQ). If you wish to provide a quote for these services, please provide your *fully loaded rates which must include, but not be limited to all operating and personnel expenses, such as: overhead, salaries, profit, insurance, supplies, travel, implementation, transition and quality improvement*, into the Items Page in IPRO.

Also, vendors must answer the questions in the IPRO Questions Page.

Additional Solicitation Instructions:

Standard Terms and Conditions and Solicitation Instructions: The current versions of the “State of Idaho Standard Contract Terms and Conditions” [State of Idaho Standard Terms and Conditions](#) and

“Solicitation Instructions to Vendors” [State of Idaho Solicitation Instructions to Vendors](https://purchasing.idaho.gov/governing-laws-and-policies/) are incorporated by reference into this solicitation, and any resulting Contract, as if set forth in their entirety. Both documents can be downloaded at <https://purchasing.idaho.gov/governing-laws-and-policies/>; or copies obtained by contacting the Division of Purchasing at 208.327.7465 or purchasing@adm.idaho.gov. Failure by any submitting vendor to obtain a copy of these documents shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Division of Purchasing or the Department for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the solicitation.

5. Response

Enter your Total Cost for each line on the Items Page of this solicitation in IPRO, so that it is received at the Department prior to the deadline established above.

Response must be accompanied by a signed State of Idaho Signature Page, which will be found in the Questions Page of this solicitation in IPRO.

It is at the Department's sole discretion whether or not your response meets the specifications of this RFQ. At the sole discretion of the Department, if your response does not meet the requirements of the RFQ the submitting vendor will not be considered for award. Responses to the questions in the IPRO Question Page will determine whether your response meets the requirements of this RFQ.

Exhibit A – Special Terms and Conditions

- I. DEFINITIONS. As used in the Contract, the following terms shall have the meanings set forth below:
 - A. Contract Manager shall mean that person appointed by the Department to administer the Contract on behalf of the Department. "Contract Manager" includes, except as otherwise provided in the Contract, an authorized representative of the Contract Manager acting within the scope of his or her authority. The Department may change the designated Contract Manager from time to time by providing notice to Contractor as provided in the Contract.
 - B. Department shall mean the State of Idaho, Department of Health and Welfare, its divisions, sections, offices, units, or other subdivisions, and its officers, employees, and agents.
- II. CONTRACT EFFECTIVENESS. It is understood that this Contract or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Contract or Amendment. The Contractor shall not render services to the Department until the Contract or Amendment has become effective. The Department will not pay for any services rendered prior to the effective date of the Contract or Amendment.
- III. REASSIGNMENT OF CONTRACTOR EMPLOYEES The Department shall have the right, after having consulted with the Contractor, to require the Contractor to reassign or otherwise remove from the contract any Contractor employee or subcontractor found in good faith to be unacceptable to the Department.
- IV. RECORDS AND DATA.
 - A. Records Maintenance The Contractor shall maintain all records and documents relevant to the Contract for three (3) years from the date of final payment to the Contractor. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Contractor shall preserve and secure records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later. If the Contract is terminated for convenience, for cause, or by bankruptcy all records and documents related to the Contract in the Contractor's possession shall at the election of the Department, be immediately delivered to the Contract Monitor or Department designee.
 - B. Records Review All records and documents relevant to the Contract, shall be subject to inspection, review or audit, and copying by the Department and other personnel duly authorized by the Department, and by federal inspectors or auditors. The Contractor shall make all records relevant to this Contract available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Department.
- V. AUDIT EXCEPTIONS. If a federal or state audit indicates that payments made to the Contractor for goods or services that do not comply with the terms of the contract or applicable federal or state laws, rules or regulations, the Contractor shall refund any compensation paid to the Contractor arising from such noncompliance.
- VI. COMPLIANCE WITH CERTAIN LAWS, LICENSING, AND CERTIFICATIONS. The Contractor shall comply with **ALL** requirements of federal, state, and local laws and regulations applicable to the Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules, including but not limited to:
 - A. HIPAA The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.
 - B. Lobbying

1. The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. If any funds, other than funds provided by the Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and submit a copy of such form to the Department.
3. The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.
4. The Contractor acknowledges that a false certification may be cause for rejection or termination of the Contract, subject the Contractor to a civil penalty, under 31 U.S.C. § 1352, of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement, and that the Contractor's execution of the Contract is a material representation of fact upon which the Department relied in entering the Contract.

C. Qualification The Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state or local);
2. Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
5. The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject the Contractor, under 18 U.S.C. § 1001, to a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

D. Faith-Based Organization If the Contractor is a faith-based organization, the Contractor and all approved subcontractors shall:

1. Serve all participants without regard to religion, religious belief, refusal to hold a religious belief, or refusal to actively participate in a religious practice.
2. Ensure that Department-referred clients' participation in religious activities, including worship, scripture study, prayer or proselytization, is only on a voluntary basis.
3. Notify participants of the religious nature of the organization, their right to be served without religious

discrimination, their right not to take part in religious activities, their right to request an alternative provider and the process for doing so.

4. Ensure that contract funds are not expended on inherently religious activities.
 5. Comply with applicable terms of 42 CFR Parts 54, 54a, and 45 CFR Parts 260 and 1050.
- E. Tribes If the Contractor is a Tribe, the Contractor and Department recognize that services performed pursuant to this Contract by the Contractor and all approved subcontractors within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Contract should be construed as a waiver of sovereign immunity.
- F. Single Audit Act The Contractor acknowledges that it may have an obligation; independent of this contract, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Contract may be used to pay for compliance with this act in proportion to other funding sources available to the Contractor for the services provided pursuant to the Contract.
- G. Local Contribution To Funding If funding for the Contract is tied to a local contribution or match: (1) The Contractor certifies that none of the local contribution or match funds are federal funds, are derived from or are in lieu of federal funds, and none of said funds have been used, or have been substituted for funds used, to earn other federal funds. (2) The Contractor further certifies that any costs incurred by the Contractor prior to the Contract will not be allowable to or included as a cost of any other state or federally financed program in either the current period or any prior period.

VII. CONFLICT OF INTEREST.

- A. Public Official No official or employee of the State of Idaho or the United States government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract.
- B. Contractor The Contractor and its agents shall have no present or future interest, direct or indirect, that would conflict in any manner or degree with the performance of the services provided pursuant to this Contract.

VIII. REMEDIES.

- A. Remedial Action If any of the Contractor's responsibilities do not conform to Contract requirements, the Department shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to subcontract all or part of the service at no additional cost to the Department; or (4) terminate the Contract.
- B. Mutual Termination for Convenience Either party may cancel the Contract at any time, without cause, upon written notice to the other party specifying the date of termination which shall not be less than thirty (30) calendar days; provided however, the Department must approve Contractor's date of termination and shall not exceed a reasonable timeframe to ensure continuity of business upon termination of the Contract.
- C. Termination for Cause Either party may terminate the Contract (and/or any order issued pursuant to the Contract) when either party has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance by the Department, the Contractor will be responsible for any costs resulting from the Department's award of a new contract and any damages

incurred by the Department. The Department, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

- D. Effect of Termination Upon termination by either party, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the Department any property provided by the Department pursuant to the Contract; and, (c) deliver or otherwise make available to the Department all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing the Contract, whether completed or in process.
- E. Survival of Terms Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of these Special Terms and Conditions, Sections IV (Records and Data), V (Audit Exceptions), VI (Compliance with Certain Laws, Licensing, and Certifications), and the State of Idaho Standard Contract Terms and Conditions, Sections 9 (Contract Relationship) and 12 (Indemnification).

- IX. FORCE MAJEURE. Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases either party shall notify the other party promptly in writing of any cause for delay and the parties concur that any of the delays identified above were beyond their control and without the fault or negligence of either party. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure.

X. MISCELLANEOUS.

- A. Disposition of Property At the termination of the Contract, the Contractor shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Contract.
- B. Time of Performance Time is of the essence with respect to the obligations to be performed under the Contract; therefore, the parties shall strictly comply with all times for performance.
- C. Headings The captions and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of the Contract.

Exhibit B – Riders

Insurance

For the term of the Contract and until all services specified in the Contract are completed, the Contractor shall maintain in force, at its own expense, the following insurance.

- Commercial General Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence. Insurance required by this section shall name the State of Idaho, Department of Health and Welfare as an additional insured.
- Commercial Automobile Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each accident. Insurance required by this section shall name the State of Idaho, Department of Health and Welfare as an additional insured.
 - *Bidder may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid if the Bidder will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the Department will consider the request. If the Bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids, the Department may not consider the request.*
- Workers' Compensation Insurance which includes Employer Liability Insurance and shall comply with Idaho Statutes regarding Workers' Compensation in the amount of: \$100,000 per accident; \$500,000 disease policy limit; and \$100,000 disease, each employee.

If any of the liability insurance required for this contract is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this contract for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this contract, or twenty-four (24) months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

Prior to performing any services, the Contractor shall provide certificates of insurance to the Department. The Contractor is also required to maintain current certificates on file with the Department and to provide updated certificates upon request. Failure to provide the required certificates of insurance shall constitute a default under this Contract and upon such failure the Department may, at its option, terminate the Contract. Insurance required by this section shall be policies or contracts of insurance issued by insurers approved by the Department. Should any of above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provision.

The Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Department of Health and Welfare.

Send updated certificates to: DHWInsurance@dhw.idaho.gov

Certificate holder should be listed as: Idaho Department of Health and Welfare
Contracting & Procurement Services Unit -- 9th Floor
450 West State Street
Boise, ID 83702

Exhibit C – Scope of Work

I. General Requirements

- A. The Contractor must comply with the rules, regulations and policies as outlined by the Department.

II. Services to be Performed

- A. The Contractor must accept the following categories of medical waste:
1. Laboratory Wastes: cultures and stocks handled under Biosafety Level 1, 2 and 3 conditions (Biosafety in Microbiological and Biomedical Laboratories, 5th Edition, Centers for Disease Control and Prevention, 2009). NOTE that Department staff sterilizes all Biosafety Level 3 materials before removal from the premises.
 2. Blood, Blood Products, Body Fluids.
 3. Pathological Waste (human or animal body parts, organs, tissues and biopsy specimens).
 4. Contaminated Disposal Material, Equipment and Instruments (includes but is not limited to: disposable gloves, gowns, masks, plastic ware).
 5. Sharps (needles and syringes, scalpel blades, glass pipettes, slides, glass test tubes, etc.) in approved containers.
- B. The Contractor must set up a pre-arranged weekly schedule with the Department for the medical waste collection at the designated pick-up point. The collection day must be Monday, Wednesday, Thursday or Friday, between 10:00 a.m. and 4:30 p.m. Pickups cannot occur on Tuesdays. A copy of the schedule must be provided to the Department Contact.
- C. The Contractor must notify the Department of any changes in the pickup schedule.
1. For a permanent change in schedule, the Department must be notified at least one (1) week before the change takes effect.
 2. For a temporary change in the schedule, the Department must be notified at least twenty-four (24) hours prior to the change.
- D. The Contractor must supply appropriate medical waste containers with lids and biohazard bags and maintain a level supply of waste containers at the Department to replace those collected on a weekly basis.
1. Biohazard containers and bags must be provided by the Contractor to the Department at the designated area at the beginning of the contract. Containers must be no larger than twenty-eight (28) gallons. Containers must have handles or handholds. A minimum of twenty-five (25) medical waste containers (if containers are less than twenty-eight (28) gallon capacity, then an additional equivalent number of containers must be provided) with lids, must be on site at all times for surge purposes.
 2. These containers must remain the property of the Contractor, and the Contractor must be solely responsible for the maintenance, cleaning, and decontamination of the containers.
 3. The Contractor must assume full custody of the medical waste upon receipt. The Department will not be responsible for, nor have any control of, transportation and disposal means, methods, techniques, procedures, safety precautions or programs in connection with medical waste transport and disposal. The Department will not be responsible for the Contractor's failure to meet the provisions of these medical waste transport and disposal specifications.
- E. The Contractor must provide a receipt to the Department Shipping and Receiving staff at the time of collection that indicates the date and number of containers picked up.

- F. The collection and transportation of this waste must be performed in a safe manner, conforming to Boise City, County, State and Federal regulations.

III. Quality Assurance

- A. In cooperation with the Department, the Contractor must develop a process to assure that the quality of services provided for each task are acceptable.
- B. The Contractor must have a responsible business telephone number and/or a responsible answering service where the Contractor can be reached, or messages can be left. All calls to the Contractor must be returned within a reasonable timeframe not to exceed forty-eight (48) hours. If unable to return a call in forty-eight (48) hours, the Contractor must arrange for another person or answering service to contact and inform the Department as to when the Contractor will be able to contact the Department.

IV. Additional Work

- A. The Department may request that the Contractor provide additional services directly related to the contracted services such as the need for additional medical waste containers or emergency services. The Department will contact the Contractor if additional services are required. The Contractor must work with the Department to develop a work plan and budget based on the additional services.

Exhibit D – Cost/Billing Procedure

INTERESTED VENDOR: ENTER YOUR TOTAL COST INTO THE ITEMS PAGE OF THIS SOLICITATION IN IPRO.

Cost:

The Contract resulting from this RFQ will be a FIXED UNITCOST, INDEFINITE QUANTITY Contract. The Department will pay up to the total amount quoted for services successfully delivered in compliance with the terms of the resulting Contract.

Costs must remain firm throughout the life of the Contract, unless otherwise agreed to by the Department and modifications will only be considered under extenuating circumstances.

The "Estimated Number of Units" shown in the Items Page on IPRO are the Department's best estimate of units that may be experienced during the 1st year of the Contract. Estimated quantities are not binding by the Department but are intended to provide an equal and equitable opportunity for quoting purposes.

Billing Procedure:

The Contractor must provide a monthly invoice and any reports required by the Report section within ten (10) business days after the end of each month. No invoices will be accepted or paid without receipt of the required reports. The invoice must include, but not be limited to:

1. Contractor's name
2. Contract number
3. Itemized service and total dollars billed per invoice.

Invoices and reports are to be submitted to:

[this information will be added when Contract is awarded]

Final invoices and reports must be submitted to the Department no later than thirty (30) calendar days after the Contract expiration date. Invoices received without the required reports/documentation will be returned to the Contractor for their resubmission.