



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-20-0113	Solicitation Issued:	07/29/2020
Description:	Medical Waste Transportation and Disposal		
Agency:	Arkansas Department of Health		

SUBMISSION DEADLINE			
Bid Opening Date:	08/19/2020	Bid Opening Time:	2:00 p.m., Central Time
Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Jonathan Love	Buyer's Direct Phone Number:	501-683-6636
Email Address:	Jonathan.love@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	https://www.transform.ar.gov/procurement/		

SECTION 1 – REQUIREMENTS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Department of Health (ADH) to obtain pricing and a contract for Medical Waste Transportation and Disposal from various Arkansas Department of Health locations throughout the State of Arkansas.

Local Health Units must be in compliance with Ark. Code Ann. 20-7-109 and Ark. Code Ann. 20-32-101-112 which defines medical waste as: “A waste from a generator or a health care related facility as outlined in Section IV, which, if improperly treated, handled, or disposed of may serve to transmit an infectious disease as established by the Arkansas Department of Health.” Ark. Code Ann. 20-7-109 and Ark. Code Ann. 20-32-101-112 also specifies storage time within the generating facility **must** not exceed thirty (30) days once the container has been filled and closed.

- A. The Arkansas Department of Health is divided into five (5) regions within the State of Arkansas and is seeking to obtain services on a statewide basis. A map of the Regions is provided as Attachment A and Attachment B. The Regions are referred to as Central, Northeast, Northwest, Southeast, and Southwest Regions.

1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/91862991271?pwd=c0VKOXZDSUJCb2p5QzIET29mSVVXUT09>

Meeting ID: 918 6299 1271

Meeting Password: 877920

Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.3 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before August 07, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on August 11, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.

- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

1.4 DEFINITION OF TERMS

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

“Business Days” means Monday through Friday, 8:00 a.m. to 4:00 p.m. CT excluding state recognized holidays.

“Prospective Contractor” means a responsible bidder who submits a responsive bid in response to this solicitation.

The terms “Invitation For Bid”, “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

“Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

“Bid Submission Requirement” means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.

“Requirement” means a specification that a Contractor’s commodity **must** and/or service **shall** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms “**shall**” or “**must**” in the requirement.

“State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

“Sharp containers” include but are not limited to hypodermic needles, syringes with needles, scalpel blades, and broken glass that had been contaminated with blood, body fluids or infectious agents.

“Medical Waste” are items that have become contaminated with blood or other infectious agents; including, but not limited to contaminated dressings, bandages, packing, gauze, sponges, wipes, personal protective equipment, cotton, rolls, etc.

1.5 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. Prospective Contractor **shall** be certified as Arkansas Permitted Medical Waste Transporters and **shall** operate in compliance with Arkansas Code Annotated § 20-32-107 and should provide copies of the certification with their bid submission but **must** provide copies within three (3) Business Days when requested by ADH and/or OSP.
- B. Prospective Contractor **shall** maintain the certification listed above throughout the aggregate term(s) of any resultant contract and **shall** submit a copy of the certification prior to award of any resulting contract and each year prior to each renewal date to ADH.
- C. Prospective Contractor **shall** have an office located in the State of Arkansas.
- D. Contractor should provide copies of all required licenses and certifications with bid submission but **must** provide copies within three (3) Business Days when requested by ADH and/or OSP, to include, but not limited to:

1. Business Licenses
 2. Commercial Medical Waste Transport permit
 3. Final disposal site information, Arkansas Permitted Medical Waste Transporter permits and business operations licenses
 4. Any federal or state required certifications associated with the collection, removal, transportation, and disposal of waste.
- E. Should the Contractor fail to maintain any of the licenses, certifications, registrations, or other Requirements of this IFB, the State reserves the right to terminate the contract in accordance with the cancellation procedures.

1.6 CONTRACTOR REQUIREMENTS

- A. Contractor **shall** be responsible for the collection, removal, transportation, and disposal of medical waste from the local health units in Arkansas in accordance with Ark. Code Ann. 20-7-109 and Ark. Code Ann. 20-32-101-112.
- B. Contractor **shall** cancel or postpone scheduled pickups or request additional pickups within a 24-hour response time for the health units.
- C. Contractor **shall** provide manifests within two (2) working days of the scheduled pickup dates. The scheduled pickup dates are established by ADH and the Contractor after award.
- D. Contractor **shall** respond within 48 hours to requests and/or emails from ADH.
- E. Contractor **shall** provide technical support with 24 hours to ADH.
- F. Contractor **shall** provide services for all five (5) regions within the State of Arkansas. (See *Attachment A*).
- G. Contractor **shall** forward any change(s) of disposal location to ADH immediately.
- H. Contractor **shall** be responsible for any cost associated with the replacement of Contractor to collect, remove, transport and provide disposal of waste should awarded Contractor fail to be able to maintain awarded schedule and/or responsibilities until new contract awarding is processed.

1.7 INSURANCE REQUIREMENTS

- A. Contractor's vehicles which transport commercial medical waste **must** be covered by insurance having a public liability limit of at least one million dollars (\$1,000,000.00).
- B. Companies providing insurance coverage **must** have received authority from the Arkansas Insurance Department to conduct business in the state.

1.8 GENERAL CONTRACTOR SERVICE REQUIREMENTS

- A. Contractor **shall** run a monthly route to all locations within each region so that the agency may comply with storage regulations.
 1. This will be included in the cost per pound.
 2. Some locations may be less than monthly depending on the size of the unit. The schedule will be determined by ADH and the Contractor after award.

- B. Contractor **shall** be required to run additional trips on an as needed basis as determined by ADH.
- C. Contractor **shall** supply packaging material (boxes and labels) for use with this service.
- D. The agency has estimated approximately ten (10) pounds of material per box and has provided an estimate of the number of pounds of medical waste that will be picked up at each location. (See *Official Bid Sheet*).
- E. Contractor **shall** develop a route that will allow the Contractor to travel through the State of Arkansas and base their price on the estimated number of pounds picked up.
- F. Contractor should provide their route with their bid submission and **shall** provide within three (3) Business Days when requested by ADH and/or OSP.

1.9 INVOICES

Contractor **shall** provide invoices to ADH by the 5th working day of the month for the previous month's pickups.

1.10 DELIVERY: FOB DESTINATION

Delivery address will be specified on each purchase order.

- A. The agency requests delivery within **two (2) working days** after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. (See Official Solicitation Price Sheet.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **shall** be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.
- D. The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

1.11 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

1.12 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.

- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable and mutually agreed upon.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** be considered a breach of any contract that gets awarded hereunder. The State may pursue any remedies it has at law, equity, and/or under such contract including, without limitation, termination or cancellation of contract and/or the imposition of liquidated damages.
- G. In the event a Performance Standard is not met, the Contractor may be allowed to defend or cure the insufficiency. The State has sole and final determination of the acceptability of any cure.

PERFORMANCE STANDARDS

Criteria	Standard	Damages
Technical Support	24 hour response time	Response times exceeding 24 hours may result in 1% penalty for each occurrence.
Reporting	Provide invoices and/or manifests by established deadlines	Failure to provide manifests and/or invoices by established deadline may result in payment delay and/or contract cancellation.
Response Time	48 hour response time	Failure to respond to emails related to supply requests, pick-up cancellations, and/or billing questions may result in contract cancellation.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact regarding the IFB throughout this solicitation process.

2.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is November 15, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

2.3 CONTRACTOR SELECTION

Award will be made to the lowest-bidding, responsible Prospective Contractor on an all or none basis based on the Total Price.

2.4 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and a hardcopy **must** be submitted in the original *Bid Response Packet*.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. A signed Bid Signature Page included in the *Bid Response Packet*. The signature **must** be that of a person authorized to contractually bind the Prospective Contractor.
 - ii. *Bid Response Packet*, which **must** be in the English language.
 - b. One (1) original copy of the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Solicitation Price Sheet*,
 - b. EO 98-04 Disclosure Form.
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - d. Proposed Subcontractors Form.

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this IFB by listing them on an exceptions page (See Bid Response Packet), Prospective Contractor understands its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exceptions to any Requirements in the Specifications Section(s) of this IFB.

2.6 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions located on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the General Instructions and Information Section of this IFB by listing them on the Exceptions Form (See Bid Response Packet), Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State.

2.7 PRICE ESCALATION

Price changes may be negotiated at the time of contract renewal at the discretion of the State. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The Department of Transformation and Shared Services, Office of State Procurement, has the right to approve or deny any request for a price adjustment.

2.8 INVOICING AND PAYMENT AFTER DELIVERY

Payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

Arkansas Department of Health
Attention: Janice Davis
4815 West Markham Street Slot 21
Little Rock, AR 72205

The Contractor should invoice the agency by an itemized list of charges. The Department's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

2.9 TERMINATION AND CANCELLATION CLAUSES

- A. **Non-Appropriation Clause Pursuant to §19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of the Contract for the services to be provided by the Contractor, the Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the agency may have.
- B. **For Convenience.** The Department may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of

termination.

- C. **For Cause.** The Department may cancel the Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

2.10 **NON-NEGOTIABLE GOVERNING LAW AND VENUE**

- A. The Contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under the Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of the Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when the Contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

2.11 **NON-NEGOTIABLE SOVEREIGN IMMUNITY**

Nothing in the Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with the Contract shall be brought in the Arkansas State Claims Commission.

2.12 **NON-NEGOTIABLE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04**

Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

2.13 **COMPLIANCE**

The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The Contractor acknowledges that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

2.14 INDEMNITY

The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

2.15 ASSIGNMENT/SUBCONTRACTING

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Department.

2.16 AMENDMENTS

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties.

Any amendment which contains a material change or involves major changes in the objectives and scope of the Contract may require review by Legislative Council or Joint Budget Committee.

2.17 RECORDS

Financial and accounting records reasonably relevant to State of Arkansas transactions under the Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

2.18 NON-WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

2.19 SEVERABILITY

If any provision of the contract is held unenforceable, all remaining provisions of the Contract shall remain in full force and effect.