



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

**BIO MEDICAL WASTE DISPOSAL
SERVICES**
University of Maine System

RFP # 45-14

ISSUE DATE:
June 30, 2014

PROPOSALS MUST BE RECEIVED BY:
July 30, 2014

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Jim Gilmore
5765 Service Building
Orono, ME 04469

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals for the provision of Regulated Medical Waste Disposal Services as outlined below for both University of Southern Maine (Portland, Gorham, Lewiston) and the University of Maine (Orono, Old Town, Walpole). In addition, the University would like to have the ability to add campuses to the contract as the needs arise. Any contract resulting from this RFP shall be open to the other campuses of the University of Maine System (UMS). UMS is comprised of seven universities throughout the State.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The University is seeking an experienced and qualified Contractor to collect, transport, treat, and dispose of Bio Medical waste defined by Maine Department of Environmental Protection and Regulated Medical Waste as defined by US Department of Transportation. This may include but not limited to discarded human blood, blood products, and body fluids which are removed during surgery, autopsy, obstetrics, emergency care or embalming. Waste saturated with human blood, blood products, or body fluids. Human pathological waste including tissues, organs and anatomical parts discarded from surgery, autopsy, obstetrics and laboratory procedures. Discarded sharps used in patient, animal or cadaver care or in medical and biomedical research laboratories. Discarded cultures and stocks of infectious agents and the culture dishes and devices used to transfer, inoculate and mix cultures; discarded clinical specimens and the associated containers or vials; discarded biologicals; and waste from the production of biologicals and recombinant DNA research. Discarded carcasses, body parts, bedding and other waste generated by research facilities from animals containing organisms or agents not usual to the normal animal environment and which are pathogenic or hazardous to humans. The University may identify other materials which may not meet the definition Biomedical Waste it desires to be managed outside of other waste streams. Example: sharps not used in patient, animal or cadaver care.

A minimum of twelve (one per month) scheduled waste pick-ups per year shall be made to the University of Southern Maine at the Portland campus on Falmouth Street on an as needed basis. The University will have the right to waive pickup if no waste has been generated.

A minimum of twenty six (twice per month) scheduled waste pick-ups shall be made to the University of Maine at the Orono campus Waste Storage Facility or other location(s) as designated by the University. The University will have the right to waive pickup if no waste has been generated.

- 1.4 Evaluation Criteria: Proposals will be evaluated on criteria deemed to be in the University's best interests, including, but not limited to:

Criteria	Maximum Possible Points
1. Cost of Services	40
2. Quality of references	20
3. Quality of services	40
a. Record of safety and regulatory compliance	
b. Ability to handle emergency situations during transport	
c. Financial stability	
d. Record keeping	
e. Client support	
f. Methods/Processes of Treatment and Disposal	
g. Ability to handle complicated biomedical waste streams	
h. Disposal of treated waste as solid waste	
i. Location of treatment facilities and final destination facilities of treated waste	
j. Documentation provided (paper and electronic)	
k. Other services available	
l. Billing process support and ability to bill campus where service is provided	
Total	100

- 1.5 Communication with the University: The bidder is responsible to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. All bidders are responsible for checking the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

Office of Strategic Procurement
University of Maine System
Attn: Jim Gilmore
5765 Service Building
Orono, Maine 04469
(207) 581-2678

The deadline for inquiries is July 16, 2014.

The University will respond to written inquiries not later than close of business July 20, 2014.

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to

waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost proposal/submission if that proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.13 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.14 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the

protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #45-14

- 1.15 Proposal Submission: A **SIGNED** original and two (2) copies (three total) of the proposal must be submitted to the University of Maine, Attention: Jim Gilmore, 5765 Service Building, Orono, ME 04469. , in a sealed envelope by the end of business July 30, 2014. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Strategic Sourcing Manager or his/her designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of two (2) years commencing upon award of the contract. With mutual written agreement of the parties this Contract may be extended for two (2) additional two-year periods.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within forty-eight (48) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

- 2.9 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.10 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, (207) 581-1226.
- 2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.16 Contractor's Liability Insurance: The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the University, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of subcontractor has been so obtained and approved.

The Contractor and any subcontractor shall purchase and maintain such insurance as will protect themselves from claims set forth below which may arise out of or result from the Contractor's or subcontractor's execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;
 4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
 5. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
- A. General Liability shall provide coverage for premises and operations, products and completed operations, Contractual and personal injury liabilities. Coverage shall be provided on a standard Insurance Services Office Commercial General Liability Form CG001 or comparable form.

General Liability shall be provided with the following minimum limits:

- | | |
|--|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products & Completed Operations Aggregate | \$2,000,000 |
| 3. Personal Injury Aggregate | \$2,000,000 |
| 4. Each Occurrence | \$2,000,000 |
| 5. Owners and Protective Liability included in above limits. | |

Aggregate limits shall apply to all activities conducted under this contract.

B. Environmental Impairment Liability (EIL)

- | | |
|--|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products & Completed Operations Aggregate | \$1,000,000 |
| 3. Personal Injury Aggregate | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Owners and Protective Liability included in above limits. | |

Aggregate limits shall apply to all activities conducted under this contract.

D. Workers' Compensation Coverage shall be provided on a statutory basis according to Maine Law and will apply to all personnel on the job site.

- 1. Employer's Liability
 - Bodily Injury by Accident \$500,000 each accident
 - Bodily Injury by Disease \$500,000 each employee
 - Bodily Injury by Disease \$500,000 policy limit

E. Vehicle Liability Insurance shall cover all owned and hired vehicles as well as Employer's non-ownership liability.

- 1. Combined Single Limit of Liability \$1,000,000

Coverage can be written either on a primary basis or in conjunction with an umbrella liability policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability Insurance and the Environmental Impairment Liability. As additional insured and certificate holder, the University should be named as follows:

The University of Maine System
16 Central Street
Bangor, ME 04401

Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining written notification in the event of cancellation, with a thirty (30) day notification period.

Certificates of Insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
5765 Service Building
Orono, ME 04469

All coverage shall be provided by companies licensed by the State of Maine Bureau of Insurance.

Property Insurance: Contractor is responsible for property insurance on all of the tools, equipment or material brought to the site. Any damage to any of the materials provided by the Contractor is the responsibility of the Contractor.

- 2.17 Smoking Policy: All University of Maine System campuses are tobacco free. This policy applies to faculty, staff, contractors, vendors, and visitors. The use of tobacco and all smoking products not approved by FDA is not permitted on any University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles.

Tobacco use by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policies is located at:
<http://umaine.edu/tobaccofree/>.

- 2.18 Payments: The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.19 Job Site Safety: The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to Contractor employees or other persons who may be affected nearby. The Contractor shall exercise the utmost care and carry out activities in the execution of this contract under supervision of properly qualified personnel. The Contractor shall comply with required applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property or their protection from damage, injury or loss. The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published safety and health regulations for general Occupational Safety and Health (29 CFR 1910) for the duration of this contract.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to regulations, rules and orders of the United States Environmental Protection Agency (EPA), the U. S. Department of Transportation (DOT), Maine Department of Environmental Protection (DEP), state and federal Occupational Health and Safety authorities, the Maine Department of Transportation (MDOT), and any local regulations relating to the wastes managed under this contract.
- 3.2 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the prior written consent of the Contract Administrator.
- 3.3 Inspection: The University reserves the right to inspect any and all transportation, storage, treatment, or disposal facilities unannounced during regular business hours.
- 3.4 Condition and Care of Site and Protection of Work: The Contractor shall continuously maintain adequate protection of all work covered by the contract from damage or loss and shall protect the property from injury or loss arising in connection with the contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the contract documents.
- 3.5 For every manifest of waste picked up by Contractor, Contractor shall provide a written report certifying disposition of the waste. This report must include the manifest number, the date picked up, the University facility it was shipped from, the name and location of the recycling, treatment, storage or disposal facility that the waste was transported to, and the disposal method. Each report shall be signed by a responsible company representative.
- 3.6 Fuel Surcharges: Fuel surcharges will not be accepted. Bidders shall include all transportation and fuel costs in the price quotations.

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Business Profile:

- 4.1.1 Provide a brief business summary (one page or less) on your company. The summary should include whether you are publicly or privately held, how many years you have been in business, what your annual sales are, how many full-time employees you have, examples of any business you have done with the University.
- 4.1.2 Submit a detailed description of personnel health and training programs.
- 4.1.3 No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.1.4 Provide any published reports about your company.

4.2 Disposal Facilities

- 4.2.1 All waste must be disposed of within the United States unless the Contractor can demonstrate that there are no means for disposing of the waste within the United States. Under such circumstances, wastes shall not be disposed outside of the United States unless prior written authorization from University has been submitted to the Contractor.
- 4.2.2 List all primary disposal facilities that will be used.

4.3 Transportation: Provide the following information.

- Name, transporter's license numbers and addresses
- Emergency phone number
- Summary of any pending liability claims
- Statement of compliance with Federal Motor Carrier Safety Regulations

- 4.4 Miscellaneous: List and describe any available in-transit storage areas, secondary transporters, or subcontractors that may be used in the transport or wastes to the primary disposal facility.
- 4.5 Transportation costs:
- 4.5.1 List transportation, waste handling, and other charges that are not related to time spend on site performing normal loading operations.
- 4.5.2 List labor or other per hour charges for travel. Include an estimate of charges for a round trip to Portland, Maine.
- 4.5.3 List per trip charges (e.g. mileage or mobilization fees) and any additional shipping charges associated with the shipment of certain wastes.
- 4.6 On-Site Costs:
- 4.6.1 Provide labor costs for bulking, and loading operations. Include job titles and the number of each classification normally sent on waste pickups. Also include job descriptions for each class of employee sent.
- 4.6.2 Describe other charges such as per-diem charges and the criteria for determining when such charges are necessary.
- 4.7 Disposal categories and associated costs:
- 4.7.1 Bulk Quantities: For each of the following categories:
- List the disposal facility and disposal method for each waste category
 - List disposal methods/facilities
 - List authorizations
 - Methods of documentation and assurance
- 4.8 Describe capabilities for providing the following services:
- Emergency response capabilities with timetable for response
- 4.9 University is interested in the range of value-added services that are offered by bidders. List additional services you would provide free of additional charge as part of this contract, For services that would have an additional charge under this contract, please specify costs.

Specific services of interest include:

- Computerized tracking of profiles and wastes leaving the University
- Waste minimization programs.
- Biennial Reporting preparations
- Safety training on Biomedical waste handling and packaging
- Regulatory updates
- Seminars
- Consulting services
- Supply appropriate packaging such as boxes, tape, and bags

4.10 References: Provide a list of three references which include the client's name, contact name, title and phone number. Clients listed should be for services provided within the last three years and shall be for requirements similar to those specified herein.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

