

Request for Proposal

Biohazardous Waste Disposal Services for One Community Health

One Community Health Center is seeking qualified vendors to bid on a three-year contract for biohazardous waste disposal services, on a bi-weekly and monthly schedule. This request is to ensure that One Community Health receives the highest quality service at a fair and competitive price. All vendors shall be licensed and authorized by the State of California to do business in the United States. The initial contract will be for a three-year (3) year period with the option to renew for up to two additional one (1) year periods, not to exceed a total of five (5) years. **The contract will commence on or about October 1, 2019.**

I. **Background and Description**

One Community Health is a non-profit private entity designated a 501(c) (3) corporation by the Internal Revenue Service. The One Community Health established in 1989 as a HIV/AIDS specialty Clinic provides care services to individuals with HIV/AIDS. We are now a Federally Qualified Healthcare Center (FQHC) that provides healthcare to individuals in the greater Sacramento area. We serve approximately 9200 patients annually at two locations in Sacramento. The health center currently employs approximately 350 employees and contractors to carry out day-to-day operations.

II. **Proposed Scope of Work**

The amount or types of biohazardous waste is unknown at any given time, therefore, One Community Health is requesting vendors to submit a price list of standard commodities, packaging and all other pertinent requirements. Some of the known wastes that have been disposed of in the past are as follows: laboratory chemicals, needles, and syringes.

Current Services levels:

Biohazardous Medical Waste

1500 21 st Street Building B	Weekly
1500 21 st Street Building A	Monthly

Locations and Services to Be Added December 2020:

Biohazardous Medical Waste	
1442 Ethan Way Suite 100	Monthly

Biohazard Drug Disposal Waste

1442 Ethan Way Suite 100	As Needed
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The service schedule lists estimated current needs, but the Health Center reserves the right to change by increasing or decreasing the number of locations, or frequency of pick-ups according to Health Center needs. Fees for services shall be equitably adjusted to reflect changes in locations or frequency of pick-ups.

The successful contractor ("Contractor") shall be responsible for the following:

- In compliance with all applicable state and federal laws and regulations governing the safe clean-up (remediation), storage, collection, identification, handling, packaging, documentation, transport, transfer, and disposal of hazardous waste. Contractor shall be responsible for maintaining knowledge of any and all changes to applicable laws and regulations.
- Identify and segregate all unknown chemicals and wastes, and/or provide advice to staff regarding proper segregation and chemical compatibility. This may at times, require an urgent onsite response by the contractor and/or immediate assistance over the phone.
- Contractor shall respond to regular service requests within 72 hours after initial contact from Health Center POC.
- Contractor shall respond within 72 hours to service requests for processing of all unscheduled pickups.
- Contractor shall respond with all equipment and expertise necessary to contain, manage, and clean-up, lab-pack/store, remove, transport and properly dispose of the hazardous waste. Contractor will notify Health Center of any use of subcontractors in the performance of work.
- Provide all necessary materials required for proper separation, handling, storage, transport, and disposal of hazardous waste materials collected by Health Center staff.
- Remain aware of current costs and analytical requirements for disposal of hazardous wastes at approved California Department of Toxic Substances Control (DTSC)/Environmental Protection Agency (EPA) permitted disposal facilities.
- Organize and transport all hazardous wastes collected from the Health Center to designated facilities for recycling, fuels blending, treatment, neutralization, transformation, destruction, incineration, or other disposal.
- Provide an appropriate number of experienced, certified personnel who shall retrieve designated waste.
- Provide training for proper collection/segregate, label and store hazardous waste with Health Center's personnel to protect the Health Center's property.
- Provide personal protective equipment for contractor's personnel, as well as, fire extinguishers, absorbents, floor coverings, and other necessary spill containment materials for their work area(s).
- Manifest all hazardous waste lawfully and efficiently to the satisfaction of the DTSC, California DOT, US DOT, EPA, and EPA permitted disposal facilities. Contractor shall provide a copy of all manifests and/or bills of lading to Health Center personnel prior to transporting hazardous waste from the site.
- Supply Health Center with an annual summary report of all material removed with quantities, including a year-end summary of hazardous waste quantities, for the annual Hazardous Waste Disposal Fee Return form.
- Health Center shall contact Contractor at least 24 hours in advance of any changes in service levels and requests for additional service. Changes to the frequency or amount of collection services, and changes to the capacity and type of equipment used, may be agreed to verbally, in writing, or by the actions and practices of the parties.
- Submit all required documents for waste disposal to the One Community Health Facilities Directory, Mike Bristle electronically at mbristle@oncommunityhealth.com or by mail to 1500 21st Street, Sacramento, CA 95811 Attn: Facilities.

Pick up Locations

Normal pickup times shall be between 8:00 a.m. and 5:00 p.m. Monday through Friday. Dates, time and location for waste pickup shall be established in advance in consultation with the POC. Using the Health Center (Attachment A) the following are the current pick-up locations:

Containers Supplied by Contractor

Pricing must include all bio-hazard storage and disposal containers and all associated equipment and medication disposal containers.

Contractor's Equipment

Contractor shall provide adequate equipment for the proper collection of hazardous waste. Each vehicle used for collection shall have the name and telephone number of the Contractor plainly visible on the outside of the vehicle for the purposes of identification. Contractor's trucks shall be of appropriate size, free from holes and cracks to prevent spillage on One Community Health grounds and public highways. All contractor vehicles shall be properly registered, licensed, and insured and will have necessary permits to safely transport hazardous waste to comply with state and local regulations. The Contractor will be responsible for determining and obtaining all fees. Licenses and permits are considered a cost of doing business and will not be allowed as a separate price or cost under this proposal. Contractor shall provide the services called for in such a manner and method as to conform to all regulatory requirements regarding the proper handling and orderly treatment of all waste in accordance with the Medical Waste Management Act, Department of Health Services, State of California, and all other regulations governing hazardous waste disposal in the State of California. No waste shall be permitted to leak, fall or be spilled upon streets, alleys, or onto public or private properties. Any leakage or spillage shall be immediately corrected and the area cleaned by the Contractor.

Licensing and Regulations

Contractor agrees with all requirements of agencies having jurisdiction over hazardous materials and waste in compliance to County and State regulations. The Contractor agrees to comply with all licensing procedures and reporting requirements, which may exist at the time of award and in the future.

Service

Timely service is of the essence. If the pickup is not completed in accordance with the agreed schedule, missed pickups called into the contractor will be responded to no later than twelve o'clock (12:00) noon the following day.

III. Proposal Requirements

Firms shall submit its proposal with each page clearly numbered on the bottom. Each section, 1 - 5 listed below, shall be tabbed. The proposal must contain a wet signature by a person authorized to bind the firm.

Responses to this RFP must adhere to the submittal format described below with the information as identified in the following table. The cover letter is to be signed by an authorized representative of your organization.

The content and sequence of each proposal must comply with the following tabbed Sections, including and identifying the following:

Tab 1. Cover Letter: The Cover Letter shall include a brief general statement of interest, availability, environmentally friendly initiatives, and intent to perform services, qualifications for selection, and signature of an authorized officer of the firm who has legal authority in such matters;

Tab 2. Table of Contents: The Table of Contents shall identify the contents of the proposal in a format consistent with the RFP requirements stated herein;

Tab 3. Statement of Firms.

Experience and the number of years providing hazardous waste pickup and disposal services
Have you ever operated a hazardous waste service under a different name? If yes, give name and details.

- Have you been in litigation on a question relating to your performance on a contract during the past 5 years? If yes, explain, and provide case name and number.
- Have any of your contracts to provide hazardous waste services been terminated for cause by the owner within the last 5 years? If so, give owner and details.
- Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of One Community Health? If so, please elaborate.
- Describe disposal treatment and handling methods and state whether waste is treated in-house or through another means.
- Indicate the proximity of your facility to One Community Health's locations.
- Explain how collection occurs on-site.
- Explain additional training offered to our Health Center.

Tab 4. Client References: Offeror shall list at least three (3) references in California whom your company has provided similar service. Submittal of reference list is required even if your company is a current vendor of the Health Center. Business Name/ Contact/ Phone Number. Preference will be given to references from Community Health Centers.

Tab 5. Fee Proposal: Bidder **must** provide an all-inclusive proposal for services described above. The proposal must include a cost break down for each service offered, and must be inclusive of applicable taxes and fees.

IV. Point of Contact

From the date of issuance of this RFP until the selection of a vendor is completed and announced, vendors are not permitted to communicate, for any reason, with any One Community Health Staff or Board Members regarding this procurement, except through the Point of Contact (POC) named herein. For violations of this provision, One Community Health shall reserve the right to disqualify the offending firm from further participation in this procurement.

Point of Contact for questions and all matters relating to this RFP	
Name:	Michael Bristle
Title:	Facilities Director
Address:	1500 21 st St, Sacramento, CA 95811
Telephone:	916-443-3299
Email:	mbristle@onecommunityhealth.com

Proposals are due by ***5:00 PM PST on Thursday, August 15, 2019***, and are to be received by One Community Health, marked to the attention of the above listed POC, within this timeframe. It is the responsibility of the firm to ensure that the proposals arrive on or before the time and date written herein. Failure to comply with this provision will result in disqualification of the RFP response.

V. Firm Questions Regarding RFP

Firms may submit questions regarding information or clarification on this RFP in writing to the POC named above through ***10am PST on Friday, August 9, 2019***. E-mail is the preferred method of communication. All written questions must include the name of the firm and the person submitting the question(s). A compilation of all questions and answers, along with any RFP addenda, will be shared with all firms no later than ***11PM PST on Tuesday, (After the question submission deadline)***.

VI. Submittal Requirements

All submittals shall address the applicant's proposal in each of the areas outlined in both the Format for Submittals and the Scope of Services.

One (1) Original, three (3) copies of the proposal with one copy in PDF format on an electronic media shall be provided with all materials submitted in in 8.5" x 11" in format. Proposals shall not exceed forty pages in length, including sketches, drawings, photographs, or other graphic material.

Each proposal/offer must be a firm irrevocable offer, and remain open and valid for Health Center acceptance anytime within 90 days after the bid opening dates.

All prices and quotations shall be typewritten or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to and shall be initialed in ink by the person signing the bid. Verify your bids before submission as they cannot be withdrawn, corrected, altered or signed after public opening. One Community Health will not be responsible for errors or omissions on the part of the bidders in making up their bids. Bid on each item separately; prices must be stated in units specified hereon. Wherever practicable, prices quoted shall be net including all trade discounts. Bids shall remain open and valid and subject to acceptance any time within 90 days after the bid opening dates unless otherwise stipulated. The Health Center may issue a purchase order for an individual item or combination of items whichever is to the best interest of the Health Center; reject any or all bids or any part of a bid; or may waive any informality in a bid.

Prices quoted shall include all applicable taxes.

Prices bid must be firm prices for the first year of the contract. Contractor may adjust the Fee Proposal Rate on an annual basis for the following renewal term to reflect any increase in such costs. The Fee Proposal Rate Schedule may be adjusted to reflect increases in the Sacramento Region Consumer Price Index, or 3%, whichever is lower, and this change shall not be made more than once per year. **One Community Health must be notified of any rate changes at least 60 days prior to the new renewal term.** Prices quoted shall include all applicable taxes.

Proposals must be received by the date and time specified on the bid forms. Proposals delayed in the mail and not received by the time established cannot be accepted. Any proposal received after the scheduled time of opening shall be returned unopened to the bidder.

By submitting a proposal, each bidder agrees that One Community Health, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, and financial performance of the work.

The Offeror is responsible to ensure that its proposal is actually received by One Community Health prior to the time and due date deadline and at the designated location.

In order to be considered for selection, responses must be submitted no later than 5:00 p.m., August 15, 2019. Proposals delivered to the wrong location, or after the date and time stated in this request will be considered non-responsive

One Community Health reserves the right to accept a proposal and enter into an agreement as a result of that acceptance or, alternatively, to conduct negotiations with Offerors it has determined have presented offers within an acceptable competitive range; One Community Health may also negotiate separately with an Offeror if it is determined that such negotiation is in the best interest of One Community Health. In addition, One Community Health may request that Offerors provide a best and final offer. One Community Health may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

One Community Health may request to meet with the Offeror's authorized representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to One Community Health representatives.

One Community Health may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

One Community Health reserves the right to seek competitive redemption values for recycled materials outside of this contract when deemed to be in the best interest of the of One Community Health.

VII. Criteria to Evaluate Proposal

1. Experience in providing hazardous waste disposal services;
2. Demonstrated ability along with promotion/adaption of environmentally friendly policies;
3. Proposed Fees;
4. References from current or previous clients, with preference given to Community Health Centers.
5. Relevance of the bidder's proposal to One Community Health needs.

Selection Process

The RFP must be submitted prior to 5:00 p.m., August 15, 2019.

The Health Center will evaluate the responses from the RFP and establish a short list of the most qualified respondents for possible interviews. Responses that do not provide the information requested may be considered non-responsive and rejected.

During the evaluation process, the Health Center may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from an Offeror. The Health Center, may request an Offeror to make a presentation and make itself available for an interview. One Community Health may award on a section-by-section basis. One Community Health reserves the right to select multiple vendors in order to meet its hazardous waste disposal needs. Approval of the Hazardous Waste Pickup and Disposal Services Contractor by One Community Health is anticipated to take place on August 29, 2019.

VIII. General Terms and/or Conditions of Acceptance

Cost of Preparing Proposals and Oral Presentations

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Supplier. Reimbursement will not be provided for these costs.

Preparation of Offers

Supplier is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations must be specifically defined in the proposal response and accepted in writing by the One Community Health to become effective.

Amendments

Offerors are advised that One Community Health reserves the right to amend this RFP at any time. Amendments will be done formally by providing written Addenda to all potential Offerors known to have received a copy of the RFP. If, in the sole and absolute discretion of One Community Health, the change is of such nature that additional time is required for Offerors to prepare proposals, the Health Center will change the due date deadline and notify all know Offerors in writing of the revised due date. Offerors must acknowledge receipt of any and all RFP addenda. This shall be done by any one of the following means:

- In the cover letter or proposal.
- By signing and returning a copy of the amendment by letter, fax or email, but NOT by telephone.

Any addenda or instructions issued by the Health Center prior to the time for receiving proposals will become a part of this RFP. No changes to this RFP or responses to Vendor questions by the Health Center will be binding unless documented in writing by the Health Center in a duly issued addendum.

Exclusions and/or Debarments

Federal law prohibits payment by Federal health care programs for items or services furnished (1) by an excluded person or (2) at the medical direction or on the prescription of an excluded person. It is the policy of One Community Health not to employ, contract with, or do business with an individual or entity excluded from participation in federally sponsored health care programs, such as Medicare, or state run health care programs. One Community Health will verify that entities and businesses which provide and/or perform services for the Health Center have not been the subject of adverse governmental actions and/or excluded from Federal healthcare programs.

To ensure compliance with applicable laws any firm responding with a proposal will be required, as a condition of acceptance of the proposal, to routinely (not less than once during the contract term) check personnel against exclusions databases including the Office of Inspector General's List of Excluded Individuals and Entities (LEIE), and the General Service Administration's (GSA) System for Award Management (SAM) list of debarments.

As a condition of the acceptance of any proposal the firm shall be required to sign a Business Associate Agreement, and the One Community Health Code of Conduct which includes standards for reporting conflicts of interest, ethical standards, confidentiality, and compliance with health care law prohibition on kickbacks and self-referrals.

Review and Evaluation of Proposals

The evaluation of the Health Center's Biohazardous Waste Disposal Services will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualification and cost for the services. Proposals will be scored as a means of assisting the selection committee in assessing which vendor(s) fully meet the requirements of this RFP.
2. The second stage may include an interview of the bidder's. One Community Health reserves the right at its sole discretion to determine whether or not it would like to conduct in-person interviews of any offerors.
3. The third and final stage is successful contract negotiations.

During the evaluation process, the Health Center may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from a Proposer.

Right to Reject Proposal

By submitting a proposal, firms acknowledge that they have read this RFP, understand it, and agree to be bound by its requirements unless clearly and specifically noted in the response submitted. One Community Health reserves the right without prejudice to reject any and all responses. One Community Health reserves the right to modify the terms and requirements of this RFP. Any such changes or corrections will be made available to firms in a reasonable timeframe.

Incomplete Responses

If the information in the firm's response is deemed to be insufficient for evaluation, One Community Health reserves the right to request additional information or to reject the submittal outright. False, incomplete or unresponsive statements in connection with a submittal may be sufficient for its

rejection. The selection of the fulfillment of the requirements will be determined by One Community Health and such judgment shall be final.

One Community Health's Right to Negotiate

One Community Health reserves the right to negotiate with each firm submitting a proposal on any aspect of the products and services which this document stipulates or implies and/or which the firm provides, in connection with the specifications. Respondents are cautioned, however, to submit proposals initially on a most favorable basis, since an award decision may be made without any award negotiation, based on best meeting the evaluation criteria.

The Health Center reserves the right to negotiate with any firm at any time in its sole discretion. In the event that information or pricing submitted by a firm is unclear to the Health Center, the Health Center may request additional information and/or pricing breakdowns from that firm. The firm must answer, in writing, such requests for additional information and/or clarification; these responses will become part of the firm's proposal.

Respondents failing to provide adequate information on any issue in a timely manner necessary to allow a comprehensive evaluation by the Health Center will be considered unresponsive and their proposals may be subject to rejection at the Health Center's sole discretion.

Debriefing

One Community Health will not provide debriefing to RFP applicants who were not selected award of this RFP. This practice helps maintain the confidentiality of the selection process. The Health Center appreciates your honoring this practice and looks forward to future opportunities for doing business with your firm.

Termination

One Community Health may terminate this Contract upon ten (10) days' notice without cause and Contractor shall be entitled to compensation for work adequately performed up to the date of termination based on Health Center's satisfactory acceptance. Health Center may terminate immediately upon default and may withhold from payments due on this contract the amount necessary to complete the work as scheduled.

Insurance

Vendor shall obtain and maintain the following insurance coverage, with minimum coverage amounts as set forth below, for the duration of the Agreement:

- Employers' Liability Insurance 1,000,000 per occurrence/ 3,000,000 Aggregate
- Commercial General Liability Insurance 1,000,000 Per Occurrence/ 3,000,000 Aggregate
- Automobile Liability Insurance 1,000,000 Per Occurrence/ 3,000,000 Aggregate
- Workers Compensation Insurance Statutory Limits

All insurance obtained by Contractor pursuant to this Agreement shall be issued by a company or companies authorized to transact business in the State of California. All Insurance must be issued by companies licensed to write insurance policies in the State of California, which have a BEST rating of A:VII. Contractor shall notify Health Center in writing of any cancellation or modification of any insurance coverage at least thirty (30) days prior to such cancellation or modification.

Permits/Licenses

Contractor and all its employees or agents shall secure and maintain such licenses and permits as are required by law in connection with the furnishing of materials, supplies or services listed herein.

Warranty

Contractor shall diligently and carefully perform all work required hereunder in a good and workmanlike manner according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession, and shall furnish all labor, supervision, materials, equipment, and supplies necessary.

Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

Attorney's Fees

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose. RFP

Indemnification – General

Each party hereto shall be solely responsible for, and shall indemnify and hold the other party free and harmless from, any and all claims, damages, costs or lawsuits (including reasonable attorneys' fees), relating to bodily injury or tangible property damage arising out of the intentional or negligent act or omission of such Party or its employees, agents or contractors.

Governing Law and Jurisdiction

The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. The state courts within Sacramento County, California, and respective federal courts, shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement. Each Party expressly consents to the personal jurisdiction of, and venue in, such courts.

IX. Timeline of Deliverables

Deliverable	Date	Time
Release of RFP	7/30/2019	
Questions from firms due	8/9/2019	10 am
Answers to firm questions sent	8/13/2019	11 pm
RFP Submission deadline	8/15/2019	5 pm
One Community Health Review of Submissions	8/21/2019	11pm
Firm Interviews (est.)	8/23/2019-8/26/2019	
Vendor Selection (est.)	8/29/2019	11pm
Contract Negotiations	9/1/2019	
Project Commencement	10/1/2019	
Contract Agreement	10/1/2019 – 9/30/2022	

One Community Health reserves the right to modify this timeline at any time.

X. **Addenda**

One Community Health may modify the RFP prior to the date fixed for submission by mailing, emailing or faxing an addendum to the bidding firms know to be interested in submitting a proposal. Failure of a bidder to receive or acknowledge receipt of any addendum shall not relieve the bidder of the responsibility for complying with the terms thereof.

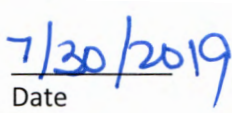
One Community Health appreciates your time and looks forward to receiving your proposal.

All RFP packages should be submitted to:

One Community Health
Attention: Michael Bristle
1500 21st Street
Sacramento, CA 95811



Christy Ward, CEO


Date