

ADDENDUM I

DATE: March 5, 2021

FOR

RFB #21085

INFECTIOUS WASTE ACQUISITION, TRANSPORT, AND DISPOSAL SERVICES

DATED: February 25, 2021

TO

**THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF UNIVERISTY OF
MISSOURI - COLUMBIA**

The above-entitled specifications are modified as follows and except as set forth herein remain unchanged and in full force and effect:

The following are questions received by vendors and the respective answers to the questions:

1. Are the volumes and pick up frequencies available for the Non-Hazardous Waste?
Answer: No
2. Are the volumes for incineration waste available?
Answer: No
3. How set are the frequencies at the off sites? IE Missouri Orthopedic Institute 110 Virginia Ave and University Physicians – Fayette Clinic 308 Church St seem very high for the amount of volume estimated.
Answer: MOI estimated volume was incorrect; MOI generated ~19,000 pounds over the past year. Found that current vendor has Fayette frequency set at every two weeks, instead of twice/week. An updated RFB document has been posted to the website and is attached with an updated Exhibit 1, correcting these to items.
4. If we are awarded the contract, do you review and sign our contract or do we review and sign your contract?
Answer: The University will issue a notice of award and contract to the awarded supplier. Any supplier terms and conditions or agreements requiring the signature of a University representative must be submitted with the supplier bid response. All items, if any, submitted to comply with this should be labeled as Exhibit 4.

5. Are you allowing a formal presentation of our companies' services and products prior to the bid award?
Answer: No
6. Are you members of a GPO?
Answer: Yes, MUHC is a member of Vizient. The University is a member of Omnia Partners, E&I Cooperative Services, NASPO ValuePoint, NCPA, Sourcewell, BuyBoard.
7. Can you please provide the city and zip code for each site included in this RFB?
Answer: All addresses are Columbia, MO, unless otherwise noted on Exhibits 1 & 2.
8. Is there a sharps management service program included in this RFB (meaning a tech that will service all sharp site locations in the hospitals/MOI)?
Answer: No, there is not a sharps management service program included in this RFB.
9. If there is no sharps management service program included-then is MU going to self-service this in house? Will MU procure directly the disposal sharps container used in the Health System itself through Chuck Shoemakers group?
Answer: Yes, MUHC will self-service sharps management in house. Yes, MUHC will procure the sharps containers through MUHC Distribution.
10. Per the RFB-are cardboard medical waste boxes and or plastic reusable medical waste transportation containers allowed at all sites? Meaning -are cardboard medical waste boxes acceptable to be used at any of the sites?
Answer: No
11. Can you please provide the volume (number of pounds) of the waste stream categories for pathological waste, trace chemotherapy waste and nonhazardous pharmaceutical waste by individual site locations?
Answer: No
12. Can you identify which site locations in addition to the normal infectious waste would generate pathological waste and trace chemotherapy waste?
Answer: Potentially MU Health Care, MU Women's and Children's Hospital, Veterinary Medicine, Veterinary Medical Diagnostic Laboratory.
13. For the information on the nonhazardous pharmaceutical waste for the detailed clinic sites-can you please provide volume and frequency of how often and how much of this waste stream the clinics would have?
Answer: This is the first time we have added this stream so it is not known. However, the volume at the clinics is expected to be minimal.
14. Is there any "RCRA black box pharmaceutical" for disposal from any of the sites?
Answer: No
15. How is the health system and clinical sites determining proper classification of the pharmaceutical waste for disposal?
Answer: WasteManagement PharmEcology software
16. Is the bidder allowed to include additional information for consideration on other services offered that are relevant to the waste streams included in this RFB?
Answer: Only if such information is not to limit or reduce collection of materials in this bid.

17. Will the RFB allow for subcontractors if there is a need for it in some geographic areas?

Answer: Only if approved by MU EHS, and they must provide the information about their company required in Exhibits 5, 6 and 7.

The due date for responses remains as March 12, 2021 no later than 2:00 p.m. CST.



Kristen Meade

Director of UM Procurement/CPO
University of Missouri Procurement
2910 LeMone Industrial Blvd.
Columbia, MO 65201



University of Missouri (UM) Procurement

BID REQUEST NO.: 21085

TITLE: Infectious Waste Acquisition, Transport & Disposal Services

ISSUE DATE: February 25, 2021

SOURCING CONTACT: Kristen Meade

PHONE NO.: 573-884-5901

E-MAIL: meadek@umsystem.edu

BID DUE DATE: March 12, 2021 AT 2:00 PM CST

MAILING INSTRUCTIONS: Print or type **Bid Request No. and Due Date** on the envelope. **Bids are to be contained in a sealed envelope and mailed or hand delivered to the address below by the due date and time noted above. FAXED OR E-MAILED BID RESPONSES WILL NOT BE CONSIDERED. The University assumes no responsibility for any bidder's on-time receipt at the designated location for bid opening.**

**RETURN BID TO: University of Missouri Procurement
Attention: Kristen Meade
Director of UM Procurement/CPO
2910 LeMone Industrial Boulevard
Columbia, MO 65201**

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier's bid response. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

If you have any questions regarding the RFB, please send them to:

Kristen Meade
Director of UM Procurement/CPO
University of Missouri Procurement
2910 LeMone Industrial Blvd.
Columbia, MO 65201
meadek@umsystem.edu

All questions regarding the RFB must be received no later than Wednesday, March 3, 2021 at 4:00 PM CST.

The University reserves the right to waive any informalities in Request for Bids and to reject any or all bids.

AUTHORIZED BIDDER REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your bid.

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

- 1.** No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
- 2.** The University reserves the right to reject any and all bids and to waive any informality in bids.
- 3.** Whenever the name of a manufacturer or vendor is mentioned herein and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and supplier agrees to replace such items with satisfactory items at the original bid price.
- 4.** Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 5.** All items bid shall be new unless otherwise specified by the University.
- 6.** Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
- 7.** Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
- 8.** Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing and drayage charges included.
- 9.** Shipments shall be marked as directed on the Purchase Order.
- 10.** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
- 11.** The University will not be responsible for articles or services furnished without a Purchase Order.
- 12.** Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the supplier.
- 13.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
- 14.** Supplier agrees to defend, protect, and save the University harmless from all claims and actions arising out of patent infringement.
- 15.** University reserves the right to cancel all or any part of orders if shipment is not made as promised. Supplier shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
- 16.** The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
- 17.** Samples, when required, are to be furnished prior to the date specified for receipt of bids.
- 18.** In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.
- 19.** The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 20.** In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
- 21.** In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.
- 22.** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify UM Procurement immediately in writing.
- 23.** The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
- 24.** As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligation, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
- 25.** Bidder certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
- 26.** If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid shall be provided in accordance with all applicable federal and state laws, including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264, the Administrative Simplification sections and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
- 27.** If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
- 28.** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 29.** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for

employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, certain veterans, and based on sexual orientation and gender identity. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

- 31.** Due to the changing nature of the COVID-19 pandemic, awarded supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE: In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.
- 32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice, unless other invoice requirements are stated in the Detailed Specifications and Special Conditions. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred. For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided. The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms. No additional fees shall be charged for the use of University credit cards.
- 35.** The intended coverage of this RFB, and any contract resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care. The University of Missouri System seeks to make the terms and prices of this bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the supplier by such entities, nor will the University be responsible for contract administration other institutions.

**UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS & SPECIAL CONDITIONS**

University of Missouri Procurement is requesting bids for the **Acquisition, Transport and Disposal of Infectious Waste and Non-Hazardous Waste Pharmaceuticals** generated by the University of Missouri campus located in Columbia, Missouri, and its associated health care facilities. See Exhibit 1 for a list of locations generating infectious waste that are a part of this bid. See Exhibit 2 for a list of locations where nonregulated chemical waste from patient care is generated. Locations may be added and/or deleted as needed by the University, at its sole option, if the University acquires and/or removes locations.

All quantities provided are estimated based upon future disposal needs. The University DOES NOT guarantee any minimum quantity of waste generation.

AWARD:

The award will be based on the lowest bid meeting all specifications and will be awarded to a single service provider. The price per pound may vary from one location to another. The University will award this contract to the supplier with the lowest cost for all locations combined as calculated on Exhibit 1 of the bid response document, provided all other conditions herein are met.

The University WILL NOT consider any bid response with additional fees such as “per pickup fee”, “fuel surcharge”, or “energy surcharge”. Any such fee should be calculated and factored into the “Per Pound” price quotation for the specified location.

Note: The University of Missouri reserves the right to negotiate best and final terms with the bidder selected.

CONTRACT TERM:

The contract period shall be from date of award for one (1) year with the option to renew for four (4) one-year periods.

Pricing shall remain firm for the initial term of the contract. The awarded supplier may submit a price increase proposal NOT TO EXCEED 3% of each individual waste stream price, from the previous year no less than 90 days prior to the start of any renewal period. Any such request must include justification for each price increase. The University shall then accept or reject, in writing, the new price proposal within 15 days. If rejected, the supplier may request within 10 days the contract be terminated at the end of the current contract period. In the event of sustained substantial increases in the cost of one or more commodities required to provide the services described herein, the University may, at its sole option, consider a price increase of more than 3% provided the awarded supplier provides written documentation of the validity of such sustained increase(s) in cost to the supplier.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to

meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

CONTRACT DOCUMENT:

The University will issue a notice of award to the awarded supplier. Any supplier terms and conditions or agreements requiring the signature of a University representative must be submitted with the supplier bid response. The terms of the University bid supersede those of any equivalent standard language included in the supplier's service agreements or other routine paperwork needed by the supplier to provide services to the University, unless otherwise agreed to in writing prior to the award of this RFB. Substantial unresolved conflicts between the supplier and University terms and conditions may be cause for rejection of the supplier's bid. **All items, if any, submitted to comply with this section should be labeled as Exhibit 4.**

INSURANCE REQUIREMENTS:

The awarded supplier must have on file with the University of Missouri Procurement office a current certificate of insurance showing coverage and limits as described below. Such coverage and certificate must be renewed and remain current for the duration of this contract and all subsequent renewal terms. Attention is directed to the "Additional Insured" requirement also described below, which states that The Curators of the University be named an additional insured for the subject contract. Failure to meet the "Additional Insured" requirement will prevent the awarded supplier from having a compliant certificate of insurance on file.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- IX.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$5,000,000 Each Occurrence, \$10,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage

for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Pollution Liability Contractor agrees to maintain Pollution Liability at a limit not less than \$10,000,000 Each Occurrence, \$10,000,000 Annual Aggregate.

Contract Language

The Curators of the University of Missouri, its officers, employees, and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents, or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

DETAILED SPECIFICATIONS (The following are minimum specifications/requirements.):

1. The material must be handled, transported, and disposed in accordance with all applicable laws and regulations.
2. "Certificates of Destruction" must be provided to the University in a manner approved by the University prior to University payment for service.
3. A "non-hazardous waste pharmaceutical" is a pharmaceutical that is solid waste but is not listed in 40 CFR Part 261 Subpart D, and does not exhibit a waste characteristic in 40 CFR Part 261 Subpart C. These are typically accumulated in the blue and white containers.
4. Pick up schedule will be determined by agreement between the awarded supplier and the University. Pick up schedule must be timely and appropriate to prevent any nuisance or public health hazard from occurring due to the infectious waste accumulated at each pickup location. In the event a pickup is to be "upon request" of the University, such pickup must be made within one week of the date of notification.
5. As part of the bid submission, the Supplier must provide a statement on Supplier's letterhead that warrants that all Supplier Owned/Operated Facilities are not under investigation by any Local, State, or Federal Agency for the alleged or actual violation of environmental regulations or laws and provide appropriate information as to the nature of the alleged or actual violation. The Supplier must submit with their bid a list of any previous violations, in place or pending, that have occurred within the past five years. If there are no violations or alleged violations, the Supplier must provide a written statement to this effect. Failure to provide this information will disqualify the bid submission. **All items submitted to comply with this section should be labeled as Exhibit 5.**
6. Each Supplier shall furnish, as part of their bid submission, a general description of their capabilities in the field of infectious waste treatment. Disposal technologies available and/or employed (e.g., incinerators, autoclaves) must be specified. The general description must include locations of all treatment facilities to be used and whether or not they are owned by the Supplier. If not owned, the name, address, and telephone number of the treatment facility owner and/or operator must be provided. Each supplier shall also furnish, as part of their bid submission, a general description of their capabilities to manage nonregulated chemical waste from patient care. Nonregulated chemical waste is required to be incinerated unless otherwise approved by the University. If the supplier cannot manage nonregulated chemical waste, a statement to that effect must be included. In addition, information must be provided as to whether there is any alleged or actual violation of environmental regulation or law against the third-party treatment facility owner and/or operator. Use of facilities outside of the United States requires prior approval by the University. **All items submitted to comply with this section should be labeled as Exhibit 6.**
7. As part of the bid submission, a list of health care and higher education client references must be submitted. This list of references shall include no fewer than five (5) references and must include at least one (1) higher education client. **All items submitted to comply with this section should be labeled as Exhibit 7.**
8. The waste material must be packaged in accordance with applicable regulations.
 - a. Packaging material, including cardboard boxes, plastics bags, sealing tape and required labels must be provided by the bidder, and all costs must be factored into the "Per Pound" bid price. The "Per Pound" price shall be listed in the "Box/Plastic Liner" column of Exhibit 1. Cardboard box specifications should be clearly stated in Exhibit 3 of the bid response document.
 - b. In addition to the above, bids must be submitted for the use of plastic tubs. Price for sterilization and reuse of plastic tubs, tub rental, and/or other charges, if any, must be factored into the "Per Pound" bid price quotation on the bid response document. The "Per

Pound” price shall be listed in the “Plastic Tub” column of Exhibit 1. Tub specifications should be clearly stated in Exhibit 3 of the bid response document.

- c. The University, at its sole discretion, may elect to accept a combination of items “a” and “b” above.
- d. Sharps containers and nonregulated chemical waste containers will be supplied by the University.

BY CHECKING THIS BOX, THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.

PRICING:

Please provide pricing for each location on Exhibit 1 and 2. Also provide container specifications and overage charges on Exhibit 3.

The University WILL NOT consider any bid response with additional fees such as a “per pickup fee”, “fuel surcharge”, or “energy surcharge”. Any such fee should be calculated and factored into the “Per Pound” price quotation for the specified location.

Bidders may denote an alternate price per pound for any exceedance over the Maximum Gross Weight of a container. Such charge, if included on Exhibit 2, may only be applied to those pounds beyond the stated maximum and the weight or additional weight plus the additional charge for each applicable container. These charges must be invoiced in a manner deemed acceptable by the University. Excess overage charges, as determined by the University, may be cause for rejection of the bid.

All pricing provided in the bid response shall include any amount the supplier is required to pay to local, state or government agencies by virtue of a tax, tariff, fee, surcharge or other charges on the transportation, storage, treatment, or disposal of the waste.

EXHIBIT 1 – Infectious Waste Pickup Locations - UPDATED

MU Main Campus:

Facility	Address (all Columbia, MO unless otherwise noted)	Current Pickup Frequency	Estimated Annual Quantity (pounds)	“Per Pound” Bid Price			Line Total (line average x annual quantity)
				Box with Plastic Bag Liner	Plastic Tub with Plastic Bag Liner	Line Average	
Animal Sciences Research Center	920 E. Campus Drive, Room S148	Once weekly	10,000				
Clydesdale Hall	379 E. Campus Dr. B140 (adjacent hallway cabinet)	Twice weekly	10,000				
Connaway Hall	1500 Bouchelle Ave., Room 128	Once Weekly	3,000				
Dalton Cardiovascular Research Center	134 Research Park, Room 128	Once Weekly	5,000				
EHS – Resource Recovery Center	1700 E. Campus Loop Incinerator Building	Once Weekly	10,000				
Life Sciences Center Service Building	1201 E. Rollins Road Level LL, Mechanical Room 101	Twice Weekly	25,000				
Medical Sciences Building	#1 Hospital Drive Infectious Waste Bldg.	Daily M-F	25,000				
Missouri Orthopedic Institute (MOI)	1100 Virginia Ave.	Twice Weekly	19,000				
MU Health Care	#1 Hospital Drive Infectious Waste Bldg.	Daily M-F	275,000				
MU Life Science Center Bus. Incubator at Monsanto Place	1601 S. Providence Rd, Ste 135A Room 27G	Once Weekly	1,200				
Schweitzer Hall	503 S. College Avenue, Room 7	Once Weekly	3,000				
University Physicians Medical Building	1020 Hitt St.	Once Weekly	2,500				
Veterinary Medicine	1600 E. Rollins Cooler adjacent to Room E121	Once Weekly	8,000				
Veterinary Medicine Diagnostic Laboratory	1508 E. Rollins Room D133	Once Weekly	7,500				
Veterinary Sciences Building	1600 E. Rollins Room 27G	Once Weekly	1,200				

MU Offsite:

Facility	Address (all Columbia, MO unless otherwise noted)	Current Pickup Frequency	Estimated Annual Quantity (pounds)	"Per Pound" Bid Price			Line Total (line average x annual quantity)
				Box with Plastic Bag Liner	Plastic Tub with Plastic Bag Liner	Line Average	
Columbia Surgical Associates	3220 Bluff Creek Drive Ste 100	Once Monthly	500				
ENT and Allergy Center of Missouri	812 N. Keene Street	Twice Monthly	2,000				
Family Medicine - Ashland	101 Redtail Drive, Ste C, Ashland, Mo	Once Monthly	500				
Family Medicine - Fulton Family Health	2613 Fairway Drive, Ste C, Fulton, Mo	Twice Monthly	500				
Hearing Balance and Voice Disorder	525 N Keene St, Suite 201	Once Monthly	500				
Missouri Digestive Health Center	101 S. Fairview Road	Twice Monthly	1,000				
Mizzou North	115 Business Loop 70 West	Once Weekly	24,000				
Mizzou Urgent Care – South Columbia	3916 S. Providence Rd.	Every 2 weeks	1,100				
MU Women’s and Children’s Hospital	404 Keene Street	Daily M-F	60,000				
RADIL – Discovery Ridge	Discovery Ridge 4011 Discovery Drive	Once Weekly	5,000				
South Providence Medical Building	551 E. Southampton Drive	Once Weekly	4,000				
University Eye Institute East	3215 Wingate Court	Monthly	500				
University Physicians - AP Green	201 E. Business Loop 70 West	3 times Weekly	20,000				
University Physicians – Battle Avenue Medical Building	7115 E. St. Charles Rd.	Once Monthly	500				
University Physicians – Callaway	110 N. Hospital Dr. Fulton, MO/Callaway County	Once Monthly	500				
University Physicians – Fairview	101 S. Fairview Road	Twice Monthly	1,000				
University Physicians – Fayette Clinic	308 Church St. Fayette, MO/Howard County	Every 2 Weeks	750				

University Physicians – Jefferson City	1820 Southridge Jefferson City, MO/Cole County	Once Weekly	500				
University Physicians – Keene Street	305 N. Keene Street, #203	Once Monthly	500				
University Physicians – Smiley Lane	2325 Smiley Lane	Twice Monthly	800				
University Physicians – Woodrail	1000 W. Nifong Blvd.	Twice Monthly	500				

Provide the Sum of line totals from all locations above:	
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EXHIBIT 2 – Non-Hazardous Waste Pharmaceutical Pickup Locations

Facility	Address (all Columbia, MO unless otherwise noted)	"Per Pound" Bid Price		
		Box with Plastic Bag Liner	Plastic Tub with Plastic Bag Liner	Line Average
ENT and Allergy Center of Missouri	812 N. Keene Street			
Family Medicine – Ashland	101 Redtail Drive, Ste. C, Ashland, MO			
Family Medicine – Fulton Family Health	2613 Fairway Drive, Ste. C, Fulton, MO/Callaway County			
Hearing Balance and Voice Disorder	525 N. Keene St., Suite 201			
Missouri Digestive Health Center	101 S. Fairview Road			
Missouri Orthopedic Institute (MOI)	1100 Virginia Ave.			
Mizzou North	115 Business Loop 70 West			
Mizzou Urgent Care – South Columbia	3916 S. Providence Rd.			
MU Cancer Research Center	3501 Berrywood Dr.			
MU Health Care	#1 Hospital Drive Infectious Waste Bldg.			
MU Women’s and Children’s Hospital	404 Keene Street			
South Providence Medical Building	551 E. Southampton Drive			
University Eye Institute East	3215 Wingate Court			
University Physicians – AP Green Building	201 E. Business Loop 70 West			
University Physicians – Battle Avenue Medical Building	7115 E. St. Charles Rd.			
University Physicians – Callaway	110 N. Hospital Dr. Fulton, MO/Callaway County			

University Physicians – Fairview	101 S. Fairview Road			
University Physicians – Fayette Medical Clinic	308 Church St. Fayette, MO/Howard County			
University Physicians – Jefferson City	1820 Southridge Jefferson City, MO/ Cole County			
University Physicians – Keene St.	305 N. Keene Street, #203			
University Physicians Medical Building	1020 Hitt St.			
University Physicians – Smiley Lane	2325 Smiley Lane			
University Physicians – Woodrail	1000 W. Nifong Blvd.			

EXHIBIT 3 – Container Specifications & Overage Charges

1. Cardboard Box Specifications	
• Outside Dimensions	
○ Length (inches)	
○ Width (inches)	
○ Height (inches)	
• Approximate Volume (gal)	
• Maximum Gross Weight (lb.)	
• UN Designation Number	
• Cost per pound for weight that Exceeds Maximum Gross Weight*	
2. Plastic Tub Specifications	
• Outside Dimensions	
○ Length (inches)	
○ Width (inches)	
○ Height (inches)	
• Approximate Volume (gal)	
• Maximum Gross Weight (lb.)	
• UN Designation Number	
• Cost per pound for weight that Exceeds Maximum Gross Weight*	
3. Plastic Bag/Liner Specifications	
• Dimensions	
○ Length (inches)	
○ Width (inches)	
○ Thickness (mil)	
• Maximum Gross Weight (lb.)	
• UN Designation Number	

*Overage charges may only be applied to pounds which exceed the Maximum Gross Weight. Pounds up to and including Maximum Gross Weight shall be invoiced as indicated in Exhibit 1.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 1. Supplier's Total Revenues: \$10,000,000
 2. Revenues from University \$: \$ 4,000,000
 3. University % of Total Revenues: 40% (#2 divided by #1)
 4. Total Minority and Diverse owned Dollars \$: \$ 400,000
 5. University % Attributable Revenue: 1% (#4 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e., does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) Provide examples (use additional pages if needed):

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Minority and Diverse Owned businesses? _____
Are you able to provide this information specific to University of Missouri business? _____

3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

NOTE: The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): Yes No

NOTE: A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

NOTE: A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan, and Bangladesh

Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America, and the Caribbean Basin only.

Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE Yes No

NOTE: A Veteran or Service-Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

MISSOURI FIRM: Yes No

NOTE: A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect, including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Form: _____

Title: _____ Date: _____