

Department of Administration, Division of Purchasing
RFQ20200486
STATEWIDE COVID-19 SANITATION SERVICES

1 PURPOSE

The State of Idaho (“the State”), through the Idaho Division of Purchasing (DOP), is soliciting bids for Statewide COVID-19 Sanitation Services (“Sanitation”) for the State’s various public agencies (“Agency” or “Agencies”).

On March 11, 2020, the World Health Organization (WHO) declared the novel coronavirus (COVID-19) a worldwide pandemic. Subsequently, on March 13, 2020, Governor Brad Little declared a state of emergency for the state of Idaho related to the COVID-19 pandemic. Pursuant to Idaho Code Section 67-9221 and IDAPA 38.05.01.043, the Administrator of the Division of Purchasing (“the Administrator”) has declared that an emergency exists, and immediate delivery of the following property may be required: **Cleaning services to sanitize a state-owned or operated facility following confirmation that one (1) or more persons present in the facility have tested positive for COVID-19.**

Pursuant to the Administrator’s emergency declaration (“the Declaration”) (attached for reference in the Buyer Attachments section of IPRO), DOP is seeking to establish contracts for COVID-19 Sanitation throughout the State through this informal competitive process. Due to the immediate need detailed in the Declaration, the requirements of the formal sealed procedure shall not apply to this procurement, regardless of the total value of the resulting purchases. The contract(s) resulting from this RFQ will be optional-use contracts for all Agencies and shall be limited in scope and duration to the circumstances and duration detailed in the Declaration. The State anticipates awarding multiple Contracts in accordance with Idaho Code 67-9211 (as further detailed in Section 10, below).

2 RFQ LEAD

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3 QUALIFICATIONS

3.1 Experience

Contractor must have a minimum of two (2) years experience in conducting Sanitation tasks in a commercial setting including facilities of at least 5000 sq.ft. outlined in Attachment 1- Scope of Work which follow CDC cleaning guidelines.

3.2 References

Provide three (3) References, see **Attachment 3** – References. The State reserves the right to contact the references directly if three (3) reference are not received, or additional information is deemed appropriate

3.3 Licenses and Permits

Have and maintain for duration of this Contract, all licenses and permits as required by federal, state and /or local authorities to provide required services, including transportation services. Contractor must be in compliance with all federal and state regulations regarding maintenance of insurance for protection of the public.

4 BACKGROUND CHECKS

Contractor must complete, at their own expense, a criminal background check pursuant their internal background check policy on all its employees working on the service of this contract. DOP must be notified and given the opportunity to approve any employees with a related and recent felony. **Contractor must submit a copy of their Background Check policy with Bid.**

5 SUBCONTRACTORS

The Contractor may secure the services of a subcontractor to complete COVID-19 Sanitation as required by the Contract. The subcontractor must meet all licensing, insurance, certifications and employee background checks. The Contractor must obtain DOP approval prior to entering into any agreement with a subcontractor for performance of any part of the Contract.

6 SCOPE OF WORK

See **Attachment 1, Scope of Work in IPRO**

7 COST

Provide your fully burdened Total Cost on **Attachment 2-Price Sheet**. The Bidder must provide a fully-burdened rate which must include, but not be limited to, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, supplies.

8 BILLING PROCEDURE

The Contractor must provide a signed invoice to the Agency for which Sanitation was provided upon service completion. The invoice must be submitted no later than thirty (30) calendar days after services were provided and must specify that the services were related to COVID-19 sanitation. No invoice will be accepted or paid without receipt of required documentation. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

- 1 IPRO contract number (and name of project/product, if appropriate) and Agency PO number
- 2 Identification of billing period
- 3 Total amount billed for the billing period
- 4 Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate

9 SUBMISSION REQUIREMENTS

9.1 Electronic Submission via IPRO

In an effort to limit the risk of spreading COVID-19 through contact between DOP personnel and vendors/mail carriers/couriers, DOP **will not** accept manual submissions for this solicitation. Only electronic submissions will be accepted. Bids must be submitted electronically via IPRO. Do not fax or e-mail your Bid. Your Bid must be submitted by the date and time specified on the IPRO header document.

Upload all of the Required Bid Submission Items (See section 7.1) and enter your cost in IPRO for each line item; as the "Total Cost" on the Bid Schedule OR \$0.00 as your cost in IPRO. Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

Be advised that that the Bidder for Bid evaluation and award purposes is the entity profile under which submit in IPRO, which must be the same legal entity presented in your uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Bid in IPRO, the information provided on the Signature Page prevails.

All Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system as it is necessary in order to process and/or award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder's response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

10 AWARD

Award of Contract(s) will be made to the responsive responsible bidder(s) providing the lowest total price in response of the Bid Schedule, as the State determines to be in its best interest. The State reserves the right to make "Multiple Awards" within the same area (**see Area Map in Buyer Attachments**) if in the best interest of the State, as determined by the Administrator of the Division of Purchasing in accordance with Idaho Code 67-9211. Per Idaho Code 67-9211 (3), when a contract for property has been awarded to two (2) or more bidders in accordance with this section, a state agency shall make purchases from the Vendor whose terms and conditions regarding price, availability, support services and delivery are most advantageous to the agency. These Contract(s) will start as soon as the award(s) are made.

10.1 Responsibility

Pursuant to IDAPA 38.05.01.081, the RFQ Lead may, in the State's sole discretion, conduct a review to determine if the apparent high point Bidder(s) are responsible. As part of the responsibility review, the RFQ Lead may require the apparent high point Bidder(s) to provide financial reports to the satisfaction of the State and may also seek to obtain completed reference questionnaires from Bidder's references to the satisfaction of the State. Nothing herein shall prevent the State from using other means to determine Bidder's responsibility.

10.2 Award Term

The contract(s) issued from this solicitation will have a limited term of six (6) months from award date, or until the Declaration is rescinded, whichever occurs first. The Contract may be extended upon mutual written agreement of the parties. Agencies will have the ability to order COVID-19 Cleaning services as needed during the term of the contract. **No minimum of maximums are guaranteed or implied on this contract.**

13 INSURANCE REQUIREMENTS

Within 5 days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful Bidder or Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 5-business day period may be cause for your Bid or Proposal to be declared non-responsive or for your Contract to be cancelled.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

13.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

13.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 13.2** Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

13.2.1 Bidder or Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Bidder or Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State of Idaho will consider the request. If the Bidder or Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids or Proposals, the State of Idaho may not consider the request.

- 13.3** Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

13.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

- 13.4** State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.

13.4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

13.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

- 13.5** Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

- 13.6** Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.
- 13.7** Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.
- 13.8** Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.

14 PUBLIC AGENCY CLAUSE

The Contractor must accept orders from and extend contract prices to all "Public Agencies" (referred to in this RFQ as "Agency", "Agencies" or "Ordering Agenc(ies)"), as defined in Section 67-2327 of Idaho Code, which provides as follows: "Public Agency" means any city or political subdivision of this State, including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho."

Note: Each Bidder must indicate its express agreement to this clause on **Attachment 2**, Price Sheet, which must be completed and returned with the Bid Submission. Failure to do so will result in a finding that the Bid Submission, in its entirety, is non-responsive and will receive no further consideration.

15 RECORDS MAINTENANCE

- Contractor must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Vendor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later. **When the Contract expires, the Contractor must submit a report to DOP of all services provided including: agency, building location, services provided, and cost.**

16 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

17 STATE LIABILITY:

The State is not responsible for Contractor losses on State property, or otherwise, caused by theft, mysterious disappearance of, or damage to equipment, supplies or other personal property of Contractor, its staff or Vendors.

18 CONTRACTOR STAFF AND EQUIPMENT:

Critical Incidents:

In the event that a member of the Contractor's staff is involved in any event which causes, or has a

reasonable likelihood of causing, financial liability to the State, loss or damage to property, or harm or death to a person, Contractor shall immediately suspend such staff person from work under the Agreement until such time as the State approves the resumption of work under the Agreement by such staff person.

Contractor's Staff:

The Contractor's staff must conduct themselves in a professional manner. The State where services are provided may, in its sole discretion, require the Contractor reassign, or otherwise remove from performing services under the Agreement, any staff member or subcontractor reasonably found unacceptable by the State.