

March 1, 2010

INVITATION TO BID 10-15

Sealed bids for medical waste disposal for a period of one (1) year and month to month thereafter upon mutual agreement of both parties for the City of Birmingham will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., April 7, 2010, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Active List of Solicitations and /or Addenda**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, and mailed to only those vendors who were provided a copy in person or by mail.

All quotations are to be bid on a pick-up and dispose of basis. No separate shipping and/or handling charges will be allowed.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, it must be accompanied by an acceptable bid bond or check in the amount of \$500.00.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. The City considers affirmative action to eliminate the vestiges of discrimination to be an integral part of this policy of nondiscrimination.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – MEDICAL WASTE DISPOSAL - 2:00 PM., 04/07/10**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P. O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., April 7, 2010. Bids received after this time will not be considered.

W. E. Caffee, Assistant Purchasing Agent

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B.N. 03/05/10

SPECIFICATIONS FOR MEDICAL WASTE DISPOSAL

GENERAL:

The City of Birmingham is seeking bids for the supply of medical waste disposal service. The basis of the bid shall consist primarily of any and all medical waste disposal service used by the City. The City intends to award to the lowest priced, responsive, responsible bidder

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice of their intent not to extend the contract on a month to month basis. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

Successful bidder(s) shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract(s) shall become effective from the date noted in the Notification of Award letter, which will be mailed to the successful vendor(s).

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidders must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

The City's standard payment terms are net 30 days from acceptance. Exception may be allowed for discounted early payment, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Division Attn: Artelia Macon – Phone (205)-254-2265, Fax (205) 254-2484, between the hours of 8:00 a.m. & 4:00 p.m., Monday through Friday.

The quantity on the bid form is the estimated annual quantity only. Service shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract(s).

Bidder must comply with all Federal, State and local regulations relating to the performance of this contract. Bidder must be properly certified and licensed to perform the tasks required under this contract.

The successful provider shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$3,000,000.00 total with a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft \$1,000,000.00 Personal and Advertising Injury, and \$2,000,000.00 Products/Completed Operations and \$1,000,000.00 Pollution. The successful provider shall also carry automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage with combined single limit of \$1,000,000.00. Party shall carry Workman's Compensation and Employers' Liability coverage in an amount adequate to comply with the statutory requirements of the State of Alabama. Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than sixty (60) days notice in writing prior to cancellation or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work. Successful provider is required to include the proposal number on the evidence of insurance document. Policies that state the company will endeavor to provide sixty (60) days notice prior to cancellation or change of coverage, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives are not acceptable. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Provider is to provide written documentation of the company's rating with the proposal.

After the award, the successful provider shall assume all liability for and shall indemnify and save and hold harmless the City of Birmingham and all of the officers, directors, agents, and employees of the aforementioned entities from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the contract, whether such operations be by the successful provider or by any subcontractors or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the contract or any extension thereof, and shall also assume the liability for injury.

The City reserves the right to terminate the contract and seek new bids at any time the City determines that the service being supplied is unsatisfactory and/or vendor's failure to adhere to any or all terms, conditions and specifications as set forth in this document. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City of Birmingham does not anticipate utilization of a long, formal, written contract document to bind the City and the successful bidder(s) to an agreement. The City will issue purchase orders to the successful bidder(s) as material is required. The successful bidder(s) acknowledge by acceptance of City purchase orders for awarded items that the bidder is bound to the terms, conditions and requirements as stated within this document.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Contract award to purchase the material covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

Bidders shall check off (✓) each and every paragraph in the appropriate column provided on the right hand edge of the page as to compliance or non-compliance with specifications. The completed bidder compliance sheet(s) is to be returned with the bidder's completed and signed bid form. Exceptions will be allowed to items that are not listed as "non-compliant" if they are equal to or superior to that specified and provided they are listed and fully explained on the exception page. The purchaser shall be the sole judge of equality and the decision of the City of Birmingham shall be final. Bids taking total exception to specifications will not be accepted.

BIRMINGHAM FIRE AND RESCUE DEPARTMENT SPECIFICATIONS FOR MEDICAL WASTE DISPOSAL	Bidder Compliance	
	YES	NO
<p>SCOPE: As the Birmingham Fire and Rescue Service is a generator of medical waste, the disposal of such waste falls upon this department. Federal and State Rules require that all generators of medical waste dispose of this waste in the prescribed manner and keep records of such waste and disposal methods.</p> <p style="text-align: center;">SPECIFICATIONS</p> <p>The successful bidder shall meet the following general specifications. Provide containers and red bag liners for the collection of untreated medical waste at approximately thirty one (31) locations. The number of locations is subject to change (plus/minus) based upon the City’s need during the term of the contract as prescribed by the Birmingham Fire and Rescue Service, plus any other City Department Locations that may require such service. Provide a sufficient quantity of containers and bags at each location to store one (1) month of medical waste at each location. The quantity will be determined by the using department for each location.</p> <ol style="list-style-type: none"> 1. Collection Containers shall be thirty-two gallon capacity. The red bag liner shall be 3 mil thick. Liners shall be installed in the container. Liner shall comply with all ASTM standards for transportation as determined by the Federal Department of Transportation. Exterior wall of the containers shall be marked with the international bio-hazard symbol and the wording “Infectious Waste” or “Biohazard Waste”. 2. Medical Waste from each site shall be removed and transported in Bidder owned, operated and fully permitted, licensed trucks and drivers. All drivers shall wear proper uniforms, Tyvek suits and gloves when handling medical waste. All drivers are required to be vaccinated with Hepatitis B vaccine and all drivers must be trained in Blood Borne Pathogens. 3. Medical Waste shall be removed from each site on a will call basis. Service shall be within 24 hours after being contacted. Note: Most Fire Stations are manned with minimum personnel to provide the service required for its service area. Therefore, stations are often unmanned while station personnel are making emergency calls and the medical waste will not be accessible during these periods of time. When this occurs, the driver is to use the fire phone located in a call box at the front of each station which will automatically ring to Fire Communications. No dialing is necessary. Driver shall identify himself: location (Fire Station) he is calling from; purpose-to pick up Medical waste and state that the station is unmanned. Operator will contact Fire Station personnel or Fire Logistics to have someone sent to the site to gain access. In the event no one is available, the pick up shall be rescheduled within no more that 48 hours of the original pickup. Consistent failure to reschedule and make the pickup with 48 hours shall be grounds for termination of the contract. 4. Bid price is based upon the container capacity. No additional charges will be allowed based upon weight or any other factor. 5. All transport vehicles will be sanitized by Vendor after each use with Consume Ecolyzer by Spartan Chemicals or an equal product. All containers must be sterilized after each use with the chemical disinfectant Super HDQ, Neutral by Spartan Chemicals or an equal product. 6. Sharps containers shall be disposed of with other waste in the waste containers. Sharps are to be within Fire Department furnished Sharps collection containers. 7. Vendor shall furnish a Department of Transportation Standard Shipping Paper (Manifest) and shall be marked with: Regulated Medical Waste, 6.2. and UN3291. Manifest data shall include the date of pickup and number of containers. Manifest shall be signed by station personnel and a copy of the Manifest shall be left at each station. Upon treatment and disposal, the Certificate of Destruction, verifying disposal will be returned to the Fire Department. Vendor shall maintain all records for a period as required by ADEM. All mixed loads shall be labeled per container, per generator, with a bar code which identifies the facility and physical site location as required by ADEM. 		

BIRMINGHAM FIRE AND RESCUE DEPARTMENT SPECIFICATIONS FOR MEDICAL WASTE DISPOSAL	Bidder Compliance	
	YES	NO
<p>8. Vendor shall maintain at all times all current and valid city, county, state licenses and permits; Hazardous Waste (ADEM) and Regulated Medical Waste as required by the various governing bodies. All licenses and permits shall be displayed on Vendor's truck. Copies of all applicable permits shall be submitted with the bid.</p> <p>9. Vendor shall remove, transport, treat and dispose of all Regulated Medical Waste in full compliance with all local, state and federal regulations.</p> <p>10. Within thirty (30) days after award, Vendor shall submit a detailed description of the methodology that shall be used to collect, transport, treat and dispose of medical waste. Vendor shall furnish a written contingency plan for a backup treatment and disposal site in case of natural disaster or current treatment shut down. Vendor shall also furnish at the same time, a copy of their Hazardous Safety and Spill Policy as required by the DOT.</p> <p>11. Vendor shall not subcontract any part of the disposal work, especially as to collection, transportation and treatment.</p> <p>12. Billing shall be on an individual station basis.</p> <p>13. Vendor shall provide a toll free Emergency Response Telephone number as required by CFR49 Federal Regulations Section 172.604. That number shall be clearly marked on all manifests.</p>		

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for medical waste disposal for one (1) year and month to month thereafter in accordance with your invitation to bid and specifications dated March 1, 2010. Price quoted is on a pick-up and dispose of basis – no separate shipping or handling charge will be allowed. I am bidding in exact accordance with specifications except as listed below.

APPROX. ANNUAL QTY	DESCRIPTION	PRICE EACH	TOTAL
600	Charge per container per call based on one (1) container per location, as per specifications. Container size: _____ gallons/container		

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge, and agree, that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City’s business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS:

 Date of Bid

 Company

 Street Address

 Post Office Box (Zip if different the street address)

 Tax ID Number

 City State Zip

 Name (Print or Type)

 Terms of Payment

 Signature

 Delivery Date

 Title

 Telephone Number

 E-mail address

 Fax Number

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATED THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS AND NAME IF DIFFERENT THAN ABOVE.**