



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
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RON NICKEL
PURCHASING AGENT

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April 27, 2015

INVITATION TO BID #15-37

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., May 27, 2015, 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 **Bidding Opportunities**), 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. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be 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 a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – MEDICAL WASTE DISPOSAL – 2:00 P.M., 05/27/15**". 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 TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20th Street, and specify delivery to 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., May 27, 2015. Bids received after this time will not be considered.



W. E. Caffee, Assistant Purchasing Agent

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.

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

Bidders are required to provide two (2) copies of their original bid with their package.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

Contract award to purchase the materials 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 jurisdictions of the courts of the State of Alabama.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's record shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration.

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, bidder 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.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

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

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.

Liability Insurance: For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) 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; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (15-37) must appear on any/all copies of the certificate of

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

Indemnification: Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

Safety: The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

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.

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.

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>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. 			

<p align="center">BIRMINGHAM FIRE AND RESCUE DEPARTMENT SPECIFICATIONS FOR MEDICAL WASTE DISPOSAL</p>	<p align="center">Bidder Compliance</p>	
	<p align="center">YES</p>	<p align="center">NO</p>
<p>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.</p> <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, AL

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 April 27, 2015. 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.**