

STATE OF DELAWARE



DELAWARE HEALTH AND SOCIAL SERVICES

DIVISION OF MANAGEMENT SERVICES

"DMS - Serving Those Who Serve Delaware"

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. HSS-10-055

FOR

INFECTIOUS WASTE PICK-UP AND DISPOSAL

Required for Use By

Various State Agencies

Contract Period: April 1, 2010 through March 31, 2011

Deposit	WAIVED
Performance Bond	WAIVED
Date Due:	February 26, 2010 11:00 A.M. Local Time

Delaware Health and Social Services
Main Administration Building – 404 Sullivan Street
DMS - Procurement Branch
1901 N. DuPont Highway
New Castle, Delaware 19720

INVITATION TO BID # HSS-10-055

Bids for Infectious Waste Pick-up and Disposal are requested by various Delaware State Agencies.

Sealed bids will be accepted at:

Delaware Health & Social Services
Main Administration Building – Sullivan Street
Division of Management Services, Procurement (Second Floor) - Room # 262
1901 N. DuPont Highway
New Castle, Delaware 19720

until **11:00 A.M. local time on February 26, 2010** at which time they will be publicly opened and recorded.

Note: Only the bidder names and addresses will be read at the opening

Please review the General Rules and Conditions and the General Requirements, which appear on the Delaware Health and Social Services (DHSS) website.

The following forms must be included with your bid:

- 1.) Bidder Signature Form
- 2.) Vendor Certification Form
- 3.) Office of Minority and Women Business Enterprise Form

All of these documents can be accessed on the DHSS website:

<http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

PLEASE NOTE: The following paragraphs from the General Requirements hereby become part of the General Terms and Conditions of this bid.

1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 17, 18, 19, 20, 23, 24 and 25

NOTE TO VENDORS

- Only one bid will be accepted by a bidder.
- Your bid **must be signed** and all information on the Bidders Signature Form and Vendor Certification Sheet completed.

- When submitting your bid, include all information requested in the same sequence as presented in this Invitation to Bid.
- It is the bidder's responsibility to monitor the DHSS website on a regular basis for any changes/Addenda before submitting your bid. Changes to this solicitation shall be issued only by the Procurement Office in writing up to 1 week prior to due date.
- Include three (3) copies of your bid. One copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The two (2) remaining copies do not require original signatures. Include any pamphlets or additional materials you wish to be taken into consideration.
- This contract will be valid for one (1) year from April 1, 2010 through March 31, 2011 and may be renewed for three (3) - one (1) year periods if both parties agree. Extension may be initiated no later than ninety (90) days prior to the termination of the current agreement.
- The DHSS Procurement office will review all proposals submitted. Agency personnel may be utilized in the review.

DELIVERY INSTRUCTIONS

- Your bid must have on the outside envelope the DHSS four (4) digit ITB number. **IF THIS IS OMITTED YOUR BID WILL IMMEDIATELY BE REJECTED.**
- Under no circumstances will a bid be accepted that is late, delivered to the wrong building, signed for by a person other than a member of the procurement staff. To ensure that your bid is in the procurement office on the date and time specified, there are three (3) recommended methods of delivering bid proposals:
 - Hand Deliver
 - Federal Express
 - UPS

FOR FURTHER BID INFORMATION PLEASE CONTACT:

Buyer: Sylvia T. Adams
 Delaware Health and Social Services
 DMS – Procurement Branch
 Main Bldg., 2nd Floor, Room 262
 1901 N. DuPont Highway
 New Castle, DE 19720
 (302) 255-9297
 sylvia.adams@state.de.us

SPECIAL TERMS AND CONDITIONS/REQUIREMENTS

The following supersedes the General Requirements where applicable

- 1.) Ordering Procedure: Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each Agency is responsible for placing their orders. This may be accomplished by written purchase order, telephone, fax or computer on-line systems.
- 2.) Billing: The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.
- 3.) Payment: The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.
- 4.) Product Substitution: All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by DHSS-DMS-Procurement to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 5.) Hold Harmless: The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against all claims for injury, loss of life or damage to or loss of use of property cause or alleged to be caused by acts or omissions of the contractor, its employees and invitees on or about the premises and which arise out of the contractor's performance or failure to perform as specified in the Agreement.
- 6.) Force Majeure: Neither the contractor nor the ordering Agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.
- 7.) Business License: The successful vendor must submit a current copy of their Delaware business license with their bid or show proof of initiating the process of application by sending in their online application confirmation. Apply for a Delaware business license online at www.revenue.delaware.gov or call 302-577-8778.

- 8.) UNSPS Code: The State of Delaware is in the process of implementing a new financials system. The successful vendor must supply the United Nations Standard Products and Services Code (UNSPSC) for each item in their bid proposal. The UNSPSC can be accessed at www.top500.de/lexikon/unspsc.php. Failure to include the UNSPSC may be grounds for rejection of bid.
- 9.) Vendor Emergency Response Point of Contact: The awarded vendor(s) shall provide the contact person's name, address, telephone number and/or cell phone number of those individual(s) who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a State of Emergency under the Delaware Emergency Operations Plan of April 2005. Failure to provide this information could render the bid as non-responsive.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

INFECTIOUS WASTE PICK-UP AND DISPOSAL

SCOPE OF WORK

This shall establish a Price Contract for the pick-up and disposal of infectious “Sharps and Bio-Medical Waste” for the State of Delaware, Delaware Health and Social Services, various Divisions.

The successful bidder agrees to provide Delaware Health and Social Services, the service of pick-up and disposal of infectious waste from designated locations onto contractor transportation vehicles to an EPA authorized disposal facility, which will dispose of the infectious waste in a manner permitted by law.

All infectious waste must be disposed of in conjunction with current and existing Federal (EPA, OSHA), State of Delaware (DNREC) and Local guidelines and regulations.

I. SPECIFICATIONS

A. General

1. Contractor must provide all labor, materials (with the exception of sharps containers) and equipment necessary for the proper handling, loading, transportation, treatment and disposal of regulated infectious waste from designated facility locations.

Infectious waste: Those solid wastes, which may cause human disease or may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed. Types of solid wastes designated as infectious include but are not limited to bio-hazardous medical waste and laboratory waste.

Sharps: Sharps is defined as any discarded article that may cause puncture or cuts. Such wastes include, but not limited to, needles, disposable scissors, scalpels, glass slides and razors.

2. A thorough survey of all facilities is required of the successful bidder to determine the quantities and locations of infectious waste. Facility locations are listed following these specifications. The State reserves the right to add or delete any agency, especially during times of reorganization, restructure or fiscal obligations.
3. The frequency of collection will be on a minimum of every week. The frequency of collection will depend on individual facility needs. The frequency can be established through a written agreement and should be determined during the facility visit.

4. Trained service persons in infectious waste removal will be required to come to all facilities to collect sharps and other infectious bio-medical waste, as well as to deliver new and replacement red biohazard bags, cardboard containers, packaging tape, and bio-hazard stickers for on-site use. *Each facility is responsible for procuring sharps containers through a separate contract.*

Labels with Contractor name, address, and phone number along with representative name shall be provided for all containers. The purpose is for easy contact when needed.

B. Duties of Contractor

1. Contractor will come to all facilities to collect sharps and other infectious waste per agreed upon schedule.
2. Will maintain an adequate number and deliver new replacement red biohazard bags, cardboard containers, bio-hazard stickers, packaging tape and Contractor labels for on-site use.
3. An EPA approved manifest shall be provided to each location when the contractor picks up medical wastes.
4. The contractor shall submit a certificate of destruction of the medical waste destroyed in accordance with EPA regulations.

C. Duties of Participating Facilities

- 1 It shall be the duty of each facility to see that infectious sharps and bio-medical waste are safely and properly packaged, labeled, stored and disposed of.
- 2 All used sharp containers and infectious waste shall be packaged and labeled in accordance with current Federal (EPA, OSHA), State of Delaware (DNREC) and Local guidelines and regulations. The purpose for following these guidelines is to prepare the infectious waste to be transported to an EPA approved disposal site, for proper destruction, even when that transport is wholly within the boundaries of the State.
- 3 Any Infectious Control Nurse or Department designated person responsible for the disposal of infectious waste shall review said contract on a periodic basis to ensure compliance by the contractor. Failure to comply with contract standards will result in a written complaint to the Procurement Administrator, Department of Health and Social Services and can be grounds for removal of said services if the complaint is not satisfactorily addressed.

II. SPECIAL PROVISIONS

A. Permits

The contractor must submit with their bid copies of all applicable Federal (EPA), State and Local authorizations and permits for transportation and disposal of infectious waste. Contractor must have a State of Delaware Transporters Permit. Permits can be obtained (at contractor's expense) by calling Ken Green from Delaware Natural Resources & Environmental Control (DNREC) at (302) 739-9403. Failure to provide this information may result in non-consideration.

B. Citations

The contractor must submit with their bid verifiable information relating to any and all Federal, State and Local citations issued against their firm or their contractor's firm within the last two (2) years. This must include dates, reasons, dispositions and resolutions. The State will determine whether this information may result in non-consideration.

C. Subcontracts

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the bid and all licensing and permits shall apply as to the original contractor. Any substitutions in or additions to such subcontractors, must be reported to DHSS Procurement prior to continuation of service.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all Federal (EPA and OSHA), State of Delaware (DNREC) and Local guidelines and regulations. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

D. Insurance

The contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the State of Delaware.

<u>Coverages</u>	<u>Limits</u>
Worker's Compensation	Statutory Requirements (Delaware)
Employer's Liability	\$500,000/\$500,000/\$500,000
Commercial General Liability,	\$1,000,000 each occurrence

including operations/completed operations, products, and contractual liability (including defense and investigation costs) including this contract.	(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability, Covering owned, leased, or non-owned autos	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000
Environmental Impairment Liability	\$2,000,000 each occurrence \$2,000,000 Aggregate

The Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the State of Delaware Procurement Office. The State of Delaware, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this contract. Any deductibles or self-insured retention in the above described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the State of Delaware. All of these required policies must include a Waiver of Subrogation, except Worker's Compensation, in favor of the State of Delaware, its trustees and employees.

E. Transfer of Infectious Waste and Title

The State of Delaware's infectious waste will be transferred to the contractor at the individual facility's designated location at the time of pick-up. At that time the Contractor takes possession of the waste; title, risk of loss and all other incidents of ownership to the waste shall be transferred from the State of Delaware and vested in the Contractor.

F. Contractor Warrantees

The Contractor warrants that it understands the currently known hazards which are presented to persons property and environment in the transportation, storage and disposal of the described infectious waste; it will transport, store and dispose of such materials in full compliance with all Federal (EPA and OSHA), State of Delaware and Local guidelines and regulations; the storage and disposal facilities are now licensed and permitted to store and dispose of infectious waste, and, in the event the storage or disposal facility loses its permitted status hereafter during the term of the contract, Contractor will promptly notify the State of Delaware.

G. State of Delaware Warrantees

The State of Delaware warrants that the description of its infectious waste is true and correct; bio-medical and sharps waste to be transferred to the Contractor will conform to

such description; packing and shipping containers of bio-medical waste transferred to the Contractor will be marked, labeled and otherwise be in conformance with Federal (EPA and OSHA), State of Delaware (DNREC) and Local guidelines and regulations.

H. Training

Contractor shall provide training documentation/literature on infectious waste acceptance and segregation, if asked to do so by the Agency.

I. Incurred Expenses

The bidder will be responsible for any expenses incurred in preparing and submitting this bid.

REMARK: PLEASE ADHERE TO THE ABOVE SPECIFICATIONS AS LISTED IN THIS COMPETITIVE SEALED BID. DEVIATIONS FROM THESE SPECIFICATIONS WILL NOT BE ACCEPTED.

ITB HSS-10-055

Vendor Name: _____

Total Cost Page
(must be all inclusive)

Total cost to include: pick-up, handling, transport, disposal, packaging supplies, and training.

Price for the first box: _____

Price for additional boxes: _____

Infectious Waste Pick-up and Disposal Facility Location Information

LABORATORIES

Division of Public Health Laboratory
30 Sunnyside Road
Smyrna, DE 19977
Contact: Cheryl Jones – (302) 733-1520

Office of the Chief Medical Examiner
Forensic Sciences Laboratory
200 South Adams Street
Wilmington, DE 19801
Contact: Patricia Monaghan - (302) 577-3420

Office of the Chief Medical Examiner
Forensic Sciences Laboratory
26351 Patriots Way
Georgetown, DE 19947
Contact: Berta Goodwin - (302) 933-3050

HOSPITALS

Delaware Psychiatric Center
Herman M. Holloway, Sr. Campus
1901 North DuPont Highway
New Castle, DE 19720
Contact: Theresa McGrath - (302) 255-2700

Emily P. Bissell Hospital
3000 Newport Gap Pike
Wilmington, DE 19808
Contact: Dave Amalfitano - (302) 995-8400

Governor Bacon Health Center
P.O. Box 559
Delaware City, DE 19706
Contact: William Yowell - (302) 836-2550

Delaware Hospital for the Chronically Ill (DHCI)
100 Sunnyside Road
Smyrna, DE 19977
Contact: Rodney Holderbaum - (302) 223-1000

Stockley Center
26351 Patriots Way
Georgetown, DE 19947
Contact: John Fox - (302) 933-3363
Toll Free: (866) 552-5758

PUBLIC HEALTH – Northern Health Services

Claymont State Service Center
3301 Green Street
Claymont, DE 19703
Contact: Susan Cropper - (302) 798-9755

Northeast State Service Center
1624 Jessup Street
Wilmington, DE 19802
Contact: Gaye Council - (302) 552-3500

Belvedere State Service Center
310 Kiamensi Road
Wilmington, DE 19804
Contact: Susan Keegan - (302) 995-8560

Porter State Service Center
509 W. 8th Street
Wilmington, DE 19801
Contact: Loretta Taylor – (302) 577-3521

DeLaWarr State Service Center
500 Rogers Road
New Castle, DE 19720
Contact: Loretta Taylor - (302) 577-2973 or 577-3482

Floyd I. Hudson State Service Center
501 Ogletown Road
Newark, DE 19711
Contact: Susan Keegan - (302) 283-7587

Emily P. Bissell Hospital
3000 Newport Gap Pike
Wilmington, DE 19808
Contact: Michelle Mathew – (302) 995-8693

Limestone Building Disease Prevention
2055 Limestone Road
Wilmington, DE 19808
Contact: Michelle Mathew – (302) 995-8693

Limestone Building
2055 Limestone Road
Wilmington, DE 19808
Contact: Terry Dombrowski - (302) 995-8653

Westend Neighborhood House
710 North Lincoln Street
Wilmington, DE 19805
Contact: Susan Keegan - (302) 888-5480

Middletown Health Unit
214 N. Broad Street
Middletown, DE 19709
Contact: Michelle Mathew – (302) 378-5200 or (302) 995-8693

School Based Wellness Center @
Middletown High School
122 Silver Lake Road
Middletown, DE 19709
Contact: Michelle Mathew – (302) 995-8693

PUBLIC HEALTH – Southern Health Services

Smyrna State Service Center
200 South DuPont Boulevard
Suite 101
Smyrna, DE 19977
Contact: Janet Burke - (302) 514-4500

Williams State Service Center
805 River Road
Dover, DE 19901
Contact: Andrea Keen - (302) 424-7130

Williams SSC-Annex
DPH Preparedness Warehouse
1575 McKee Road, Suite 6
Dover, DE 19904
Contact: Tim Sexton (302) 857-5900

Milford State Service Center
11-13 Church Ave.
Milford, DE 19963
Contact: Germaine Chapis - (302) 424-7126

Pyle State Service Center
34314 Pyle Center Road
Frankford, DE 19945
Contact: Marsha Shull – (302) 732-9512

Georgetown State Service Center
546 S. Bedford Street
Georgetown, DE 19947
Contact: Shirley Hitchens - (302) 856-5246

DHSS Christiana Care Wellness Center
26251 Patriots Way / 102 Lloyd Lane
Georgetown, DE 19947
Contact: Carolyn Savini -(302) 933-3420

Seaford Public Health @ Shipley State Service Center
350 Virginia Ave.
Seaford, DE 19973
Contact: David Miller – (302) 628-2006

COMMUNITY MENTAL HEALTH CLINICS

Newark Community Mental Health Clinic
Stockton Building
261 Chapman Road
Newark, DE 19702
Contact: Vicky Trone – (302) 453-4101

Wilmington Community Mental Health Clinic
1906 Maryland Ave
Wilmington, DE 19805
Contact: Lelia Booker – (302) 778-6931

Sussex Community Mental Health Clinic
546 S Bedford Street
Georgetown, DE 19947
Contact: Juliann Taylor – (302) 856-5490

Kent Community Mental Health Clinic
James Williams Building
805 River Road
Dover, DE 19901
Contact: Tina Dean – (302) 857-5060

DENTAL CLINICS

DeLaWarr State Service Center Dental Clinic
500 Rogers Road
New Castle, DE 19720
Contact: Cindy Walls – (302) 577-2973