



**State of Alabama  
Department of Mental Health  
Central Purchasing  
Solicitation**

<b>Solicitation</b> RFB 061 25000000610	<b>Document Phase</b> Final	<b>Document Description</b> MEDICAL INFECTIOUS WASTE
<b>Procurement Folder</b> 2171910	<b>Creation Date</b> 05/22/25	<b>Print Date</b> 05/27/25

## Request for Bids

### CONTACTS

Contact	Name	E-mail	Phone
<b>Requestor:</b>	kiyarra hairston	kiyarra.hairston@mh.alabama.gov	334-242-3508
<b>Issuer:</b>	kiyarra hairston	kiyarra.hairston@mh.alabama.gov	334-242-3508
<b>Buyer:</b>	Shanna Glenn	shanna.glenn@apostc.alabama.gov	334-242-4045

**Bids will be accepted from:** 05/27/25

**to:** 06/18/25 3:00 PM

**Bids will be opened:** 6/20/25 10:00 AM

### TO BE COMPLETED BY VENDOR

**Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.**

1. Delivery: Can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
2. Terms: \_\_\_\_\_ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within \_\_\_\_\_ days.
4. Vendor's quotation reference number, if any: \_\_\_\_\_ (this number will appear on the purchase order.)
5. E-mail address: \_\_\_\_\_ Internet Website: \_\_\_\_\_
6. General Contractor's License No: \_\_\_\_\_ Type of G.C. License: \_\_\_\_\_

Return invitation to bid:

Regular Mail

State of Alabama  
Alabama Mental Health  
Purchasing Office  
P.O. Box 301410  
Montgomery, AL 36130-1410

Courier

State of Alabama  
Alabama Mental Health  
Purchasing Office  
100 N. Union St. Suite 570  
Montgomery, AL 36104

### Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and**

\_\_\_\_\_  
VSS Vendor Number

\_\_\_\_\_  
Authorized Signature (Ink)

**Subscribed before me this**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type/Print Authorized Name

\_\_\_\_\_  
Day of \_\_\_\_\_

\_\_\_\_\_  
Mail Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Toll Free Number

\_\_\_\_\_  
Term Expiration:

\_\_\_\_\_  
Phone Including Area Code

\_\_\_\_\_  
Fax Number

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 1      **Line Type:** Item  
**Commodity Code:** 94893      **Quantity:** 1.00000  
**Commodity Description:** Waste Disposal Services, Medical      **Unit:** Container  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

BRYCE HOSPITAL - MEDICAL INFECTIOUS WASTE REMOVAL AND DISPOSAL

Waste Disposal Services, Medical

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building-Suite 568  
AccountsPayable.DMH@mh.alabama.gov  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 2      **Line Type:** Item  
**Commodity Code:** 94893      **Quantity:** 1.00000  
**Commodity Description:** Waste Disposal Services, Medical      **Unit:** Container  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

TAYLOR HARDIN SECURE MEDICAL - MEDICAL INFECTIOUS WASTE REMOVAL AND DISPOSAL

Waste Disposal Services, Medical

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building-Suite 568  
AccountsPayable.DMH@mh.alabama.gov  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 3      **Line Type:** Item  
**Commodity Code:** 94893      **Quantity:** 1.00000  
**Commodity Description:** Waste Disposal Services, Medical      **Unit:** Container

**Extended Amount:**

**Unit Price:**

**Preferred Vendor:** \_\_\_\_\_

**Extended Description:**

HARPER CENTER - MEDICAL INFECTIOUS WASTE REMOVAL AND DISPOSAL

Waste Disposal Services, Medical

#### SHIPPING AND BILLING

##### Shipping

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

##### Billing

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building-Suite 568  
AccountsPayable.DMH@mh.alabama.gov  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

#### COMMODITY INFORMATION

**Group:** 1 Default Commodity Group

**Line:** 4

**Line Type:** Item

**Commodity Code:** 91027

**Quantity:** 1.00000

**Commodity Description:** Garbage and Trash Removal, Disposal and or

**Unit:** Container

**Extended Amount:**

**Unit Price:**

**Preferred Vendor:** \_\_\_\_\_

**Extended Description:**

Garbage and Trash Removal, BRYCE HOSPITAL

Garbage and Trash Removal, Disposal and or Treatment Services

#### SHIPPING AND BILLING

##### Shipping

,

##### Billing

,

**Delivery Date:**

**Delivery Type:**

#### COMMODITY INFORMATION

**Group:** 1 Default Commodity Group

**Line:** 5

**Line Type:** Item

**Commodity Code:** 91027

**Quantity:** 1.00000

**Commodity Description:** Garbage and Trash Removal, Disposal and or

**Unit:** Container

**Extended Amount:**

**Unit Price:**

**Preferred Vendor:** \_\_\_\_\_

**Extended Description:**

Garbage and Trash Removal, Disposal TAYLOR HARDIN

SHIPPING AND BILLING

Shipping	Billing
,	,
Delivery Date:	Delivery Type:

COMMODITY INFORMATION

Group:	1 Default Commodity Group	Line:	6	Line Type:	Item
Commodity Code:	91027	Quantity:	1.00000		
Commodity Description:	Garbage and Trash Removal, Disposal and or	Unit:	Container		
Extended Amount:		Unit Price:			
Preferred Vendor:	_____				
Extended Description:	_____				
Garbage and Trash Removal, Disposal HARPER CENTER					

SHIPPING AND BILLING

Shipping	Billing
,	,
Delivery Date:	Delivery Type:

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**STATE OF ALABAMA**  
**DEPARTMENT OF MENTAL HEALTH**  
**RSA UNION BUILDING**  
100 N. UNION STREET  
POST OFFICE BOX 301410  
MONTGOMERY, ALABAMA 36130-1410  
[www.mh.alabama.gov](http://www.mh.alabama.gov)

**AUTHORITY:**

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

**AWARD:**

The Department of Mental Health reserves the right to: (1) award bids on an "all or none" basis; (2) award bids on an "item by item" basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and/or all bids.

**BID RESPONSE INSTRUCTIONS:**

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink, typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink, or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/mailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

**BID REJECTION:**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

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The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

#### MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

## STANDARD TERMS AND CONDITIONS

#### VENDOR REGISTRATION AND SUBSCRIPTION FEE:

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Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

#### INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

#### ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Request for Bid (RFB) the Dept. of Mental Health will accept and evaluate alternate bid submittals, provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

#### INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this RFB.

#### SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

#### BOYCOTT:

“Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade.”

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

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#### FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

#### INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices following the rendering of services or goods that are required by this contract.

#### ALABAMA PREFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



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**STATE OF ALABAMA**  
**DEPARTMENT OF MENTAL HEALTH**  
 RSA UNION BUILDING  
 100 N. UNION STREET  
 POST OFFICE BOX 301410  
 MONTGOMERY, ALABAMA 36130-1410  
[www.mh.alabama.gov](http://www.mh.alabama.gov)

Dear Vendor:

The Alabama Department of Mental Health (ADMH) is soliciting for **MEDICAL- INFECTIOUS WASTE REMOVAL/DISPOSAL- ADMH FACILITIES.**

The **Request for Bids (RFB) closing date is June 12, 2025 at 3:00 pm**, with an RFB opening date of June 13, 2025 at 10:00 am.

### **I. AUTHORITY**

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

- # To transact business in the State of Alabama ALL businesses domestic and foreign must be registered with the Alabama Secretary of State Office. (Domestic means **within** the State of Alabama. Foreign means out-of-state.) Website: [www.sos.alabama.gov](http://www.sos.alabama.gov)
- # If contracted with the State of Alabama, all vendors MUST enroll and actively participate in E-Verify. Website: <https://www.e-verify.gov/>
- # ALL vendor payments are processed thru the State of Alabama Accounting and Resource System (STAARS). All vendors must register with STAARS Vendor Self Service. Website: <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>

### **II. AWARD**

The Alabama Department of Mental Health reserves the right to:

- (1) Award bids on an “all or none” basis;
- (2) Award bids on an “item by item” basis, unless otherwise specified by bidder;
- (3) Award multiple bidders;
- (4) Waive any informality in bids;
- (5) Reject any and/or all bids.

### **III. REQUESTS FOR BID (RFB) RESPONSE INSTRUCTIONS**

To submit a responsible Bid, the bidder must read and follow all instructions, terms, conditions, and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. **Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the “closing date and time” indicated on the bid.**
2. Bid responses must be in ink, typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink, or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/mailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires submissions of exact copies; signed, notarized bid to include any required addendum(s) and documentation. The original and the copies should be submitted together as a bid package.

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#### IV. BID REJECTION

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record, will not be returned, nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
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- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

#### V. ADDITIONAL INFORMATION

**A. Beason-Hammon** Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491) As a condition for RFB award, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-Verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer’s name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>

#### B. CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, contractor, and ALL its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116 and acknowledges that the awarding authority may declare the contract void if the certification is false.

#### C. RECORDS REQUEST

ADMH recognizes and supports the public’s right to inspect/request copies of public records in accordance with State law. Many public records and resources are available on the ADMH website: [www.mh.alabama.gov](http://www.mh.alabama.gov) for review. Please view the website prior to submitting a request for records as your request may be satisfied by the information contained therein.

#### D. MINORITY VENDOR INFORMATION

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

### VI. STANDARD TERMS AND CONDITIONS

#### A. VENDOR REGISTRATION AND SUBSCRIPTION FEE

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay

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subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

#### **B. INTENT TO AWARD**

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

#### **C. ALTERNATE BID RESPONSES:**

Unless stated elsewhere in this Request for Bid (RFB) the Dept. of Mental Health will accept and evaluate alternate bid submittals, provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

#### **D. INTERNET WEBLINKS:**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this RFB.

#### **E. SALES TAX EXEMPTION:**

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### **F. FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:**

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

#### **G. BOYCOTT**

Pursuant to Ala. Code §41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Pursuant to Ala. Act No. 2023-409, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.”

#### **H. PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:**

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

#### **I. FREIGHT**

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

#### **J. INVOICES**

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices following the rendering of services or goods that are required by this contract.

#### **K. ALABAMA PREFERRED VENDOR**

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A **‘Preferred Vendor’** shall be a person, firm, or corporation that is granted priority by meeting all the following criteria as established by Section 41-16-20, Code of Alabama, 1975.

- # **Priority 1.** Produces or manufactures the product within the State.
- # **Priority 2.** Has an assembly plant or distribution facility for the product within the State.
- # **Priority 3.** Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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## **L. RFB Specifications**

### **MEDICAL- INFECTIOUS WASTE REMOVAL/DISPOSAL- ADMH FACILITIES**

The purpose of this solicitation is to solicit bids to establish a contract for the removal and disposal of medical infectious waste from the Department of Mental Health facilities listed here in.

The contract shall be for thirty-six (36) months with an option to issue a second and third twelve (12) month contract under the same pricing, terms, conditions and specifications. The second and third contract, if requested by the facility and agreed upon by the contractor will begin the day after the expiration of the previous contract.

The contract may be cancelled by either facility or contractor upon issuance of a thirty (30) day written notification of termination to the other party.

The Department reserves the right to increase or decrease the number of containers and the pick-up schedule as may be in the best interest of the Department. 20 – 30-gallon plastic red containers are to be used.

Contractor shall provide the collection, transportation, treatment, and/or disposal services listed below. Contractor shall provide all necessary equipment to perform such services, and all equipment shall comply with applicable Federal, State, County and Municipal laws, regulations, guidelines and permits. Contractor shall provide all containers for the packaging, storing, and transporting of medical and infectious waste. This includes but is not limited to large biohazardous containers, large red bags.

These specifications cover 'infectious waste' as that term is defined in Alabama Administrative Code, Rule 335-13-1-.03, solid waste program, Alabama Department of Environmental Management as amended from time to time.

Contractor shall be responsible for disposing of all infectious waste in accordance with Alabama Environmental Management rules and regulations and the subsequence record keeping involved, Title XIX regulations and policies, (J.C.A.H.O.) Joint Commission on Accreditation of Healthcare Organizations, and procedures of the Department of Mental Health.

The Facility shall be responsible for properly and lawfully packaging and sorting infectious waste. The storage of infectious waste shall be confined to areas on facility premises to which only authorized personnel shall have access. Facility agrees that all needles and sharp objects shall be placed in puncture-proof sharps container supplied by the Department. The Facility warrants and represents that no nuclear waste, hazardous substances, or federally regulated substances shall be placed in any of the containers.

Title to infectious waste collected from Facility shall be transferred to and vested in contractor at the same time that the infectious waste is fully loaded in Contractor's truck. Prior thereto, all title to the infectious waste shall be in Facility. Title to any waste other than infectious waste shall remain with Facility.

Contractor's drivers shall abide by all traffic regulations when on Facility's grounds.

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Contractor shall collect infectious waste from Facility as specified by Facility. Contractor will typically pick-up one to three times per week depending on volume of waste generated. Contractor shall provide name and phone number of their contact person.

#### **SPECIAL CONDITIONS:**

##### **All vendors must include the following with their bids:**

Proof of insurance coverage including general liability insurance, automobile insurance, and excess liability insurance.

Contractor must furnish and maintain liability insurance in the amount of \$1,000,000 per occurrence; professional liability insurance in the same amount per occurrence/aggregate \$3,000,000.

Contractor shall provide vehicular liability insurance for all employees assigned to Facility and coverage must include vehicles used for business purposes.

#### **E-VERIFY:**

Contractor understands that Contractor shall provide a complete copy of E-Verify memorandum of understanding (MOU) which is generated when the business entity or employer enrolls in that program, bearing the number assigned to the MOU by Homeland Security: establishing that the business entity has registered to participate in E-Verify for the duration of this contract, and shall verify every employee who is registered to be verified according to the applicable Federal rules and regulations.

**NOTE:** Medical/infectious waste is picked up at two (2) locations only one time each week and at one (1) location it is picked up every two (2) weeks. For further information concerning facility, location, pickup schedule, container site contact:

**\*BRYCE HOSPITAL** – Pick up: *EVERY TWO (2) WEEKS*

1651 RUBY TYLER PKWAY, TUSCALOOSA, AL 35404

Yancey Reach (205) 561-4610 Yancey.Reach@bryce.mh.alabama.gov / Bob White (205) 507-8292

**\*HARPER GERIATRIC CENTER** – Pick up: *ONE (1) TIME EACH WEEK*

107 5<sup>th</sup> AVE E, TUSCALOOSA, AL 35401

Sarita Garrett (205) 366-3013 Sarita.Garrett@harper.mh.alabama.gov

**\*TAYLOR HARDIN SECURE MEDICAL** – Pick up: *ONE (1) TIME EACH WEEK*

1301 JACK WARNER PKWY, NE, TUSCALOOSA, AL 35404

Rickey Harbin (205) 462-4600 Rickey.Harbin@hardin.mh.alabama.gov

#### **SUBCONTRACTORS:**

Written approval from the Department's Purchasing Director is required prior to any involvement of any sub-contracting in servicing a contract established from this RFB.

This RFB must be signed and notarized.

**\*Bid Submissions needed: 4 Total:** One (1) original and three (3) copies.

**\*Please see Schedule of Events on next page**

## **\*SCHEDULE OF EVENTS\***

### **RFB for ADMH - MEDICAL- INFECTIOUS WASTE REMOVAL/DISPOSAL**

The following RFB Schedule of Events represents the ADMH's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates. ADMH reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFB website at [www.mh.alabama.gov](http://www.mh.alabama.gov) for review.

**Please note the due date for submitting any questions. ADMH will not accept any questions after this date. All times are in Central Time.**

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Date	Event	Notification
May 27, 2025	RFB Release	ADMH Website and STAARs website
June 5, 2025	Deadline for RFB questions. <b>Submit in Word—No tables</b>	Email to <a href="mailto:kiyarra.hairston@mh.alabama.gov">kiyarra.hairston@mh.alabama.gov</a>
June 12, 2025	RFB Q&A to be posted for review	ADMH website <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a>
June 18, 2025 3:00 PM	<b>RFB Submissions Deadline*</b> Four (4) total—1 original and 3 copies.	USPS or FedEx or UPS <b>(Review Section III, #1)</b>
June 18, 2025 3:00 PM	RFB Closing Date	USPS or FedEx or UPS <b>(Review Section III, #1)</b>
June 20, 2025	RFB Opening Date	
Approximately July 1, 2025	Notification of Award Status	USPS (in writing)
The RFB is posted on ADMH website at <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a> for review.		
<b>*Regular mail:</b> AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building PO Box 301410 Montgomery, AL 36130		<b>*Courier:</b> AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union St., Suite 570 Montgomery, AL 36104

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**STATE OF ALABAMA**  
**DEPARTMENT OF MENTAL HEALTH**  
**RSA UNION BUILDING**  
100 N. UNION STREET  
POST OFFICE BOX 301410  
MONTGOMERY, ALABAMA 36130-1410  
[www.mh.alabama.gov](http://www.mh.alabama.gov)

**AUTHORITY:**

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

**AWARD:**

The Department of Mental Health reserves the right to: (1) award bids on an "all or none" basis; (2) award bids on an "item by item" basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and/or all bids.

**BID RESPONSE INSTRUCTIONS:**

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink, typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink, or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/mailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

**BID REJECTION:**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

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The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

#### MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

### STANDARD TERMS AND CONDITIONS

#### VENDOR REGISTRATION AND SUBSCRIPTION FEE:



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Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

#### INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

#### ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Request for Bid (RFB) the Dept. of Mental Health will accept and evaluate alternate bid submittals, provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

#### INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this RFB.

#### SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

#### BOYCOTT:

“Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade.”

#### PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

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#### FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

#### INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices following the rendering of services or goods that are required by this contract.

#### ALABAMA PREFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**STATE OF ALABAMA**  
**DEPARTMENT OF MENTAL HEALTH**  
 RSA UNION BUILDING  
 100 N. UNION STREET  
 POST OFFICE BOX 301410  
 MONTGOMERY, ALABAMA 36130-1410  
[www.mh.alabama.gov](http://www.mh.alabama.gov)

Dear Vendor:

The Alabama Department of Mental Health (ADMH) is soliciting for **MEDICAL- INFECTIOUS WASTE REMOVAL/DISPOSAL- ADMH FACILITIES.**

The **Request for Bids (RFB) closing date is June 12, 2025 at 3:00 pm**, with an RFB opening date of June 13, 2025 at 10:00 am.

### **I. AUTHORITY**

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

- # To transact business in the State of Alabama ALL businesses domestic and foreign must be registered with the Alabama Secretary of State Office. (Domestic means **within** the State of Alabama. Foreign means out-of-state.) Website: [www.sos.alabama.gov](http://www.sos.alabama.gov)
- # If contracted with the State of Alabama, all vendors MUST enroll and actively participate in E-Verify. Website: <https://www.e-verify.gov/>
- # ALL vendor payments are processed thru the State of Alabama Accounting and Resource System (STAARS). All vendors must register with STAARS Vendor Self Service. Website: <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>

### **II. AWARD**

The Alabama Department of Mental Health reserves the right to:

- (1) Award bids on an “all or none” basis;
- (2) Award bids on an “item by item” basis, unless otherwise specified by bidder;
- (3) Award multiple bidders;
- (4) Waive any informality in bids;
- (5) Reject any and/or all bids.

### **III. REQUESTS FOR BID (RFB) RESPONSE INSTRUCTIONS**

To submit a responsible Bid, the bidder must read and follow all instructions, terms, conditions, and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. **Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the “closing date and time” indicated on the bid.**
2. Bid responses must be in ink, typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink, or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/mailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires submissions of exact copies; signed, notarized bid to include any required addendum(s) and documentation. The original and the copies should be submitted together as a bid package.

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#### IV. BID REJECTION

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record, will not be returned, nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

#### V. ADDITIONAL INFORMATION

**A. Beason-Hammon** Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491) As a condition for RFB award, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-Verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer’s name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>

#### B. CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, contractor, and ALL its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116 and acknowledges that the awarding authority may declare the contract void if the certification is false.

#### C. RECORDS REQUEST

ADMH recognizes and supports the public’s right to inspect/request copies of public records in accordance with State law. Many public records and resources are available on the ADMH website: [www.mh.alabama.gov](http://www.mh.alabama.gov) for review. Please view the website prior to submitting a request for records as your request may be satisfied by the information contained therein.

#### D. MINORITY VENDOR INFORMATION

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

### VI. STANDARD TERMS AND CONDITIONS

#### A. VENDOR REGISTRATION AND SUBSCRIPTION FEE

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay

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subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

#### **B. INTENT TO AWARD**

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

#### **C. ALTERNATE BID RESPONSES:**

Unless stated elsewhere in this Request for Bid (RFB) the Dept. of Mental Health will accept and evaluate alternate bid submittals, provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

#### **D. INTERNET WEBLINKS:**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this RFB.

#### **E. SALES TAX EXEMPTION:**

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### **F. FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:**

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

#### **G. BOYCOTT**

Pursuant to Ala. Code §41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Pursuant to Ala. Act No. 2023-409, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.”

#### **H. PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:**

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

#### **I. FREIGHT**

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

#### **J. INVOICES**

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices following the rendering of services or goods that are required by this contract.

#### **K. ALABAMA PREFERRED VENDOR**

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A **‘Preferred Vendor’** shall be a person, firm, or corporation that is granted priority by meeting all the following criteria as established by Section 41-16-20, Code of Alabama, 1975.

- # **Priority 1.** Produces or manufactures the product within the State.
- # **Priority 2.** Has an assembly plant or distribution facility for the product within the State.
- # **Priority 3.** Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

## **L. RFB Specifications**

### **MEDICAL- INFECTIOUS WASTE REMOVAL/DISPOSAL- ADMH FACILITIES**

The purpose of this solicitation is to solicit bids to establish a contract for the removal and disposal of medical infectious waste from the Department of Mental Health facilities listed here in.

The contract shall be for thirty-six (36) months with an option to issue a second and third twelve (12) month contract under the same pricing, terms, conditions and specifications. The second and third contract, if requested by the facility and agreed upon by the contractor will begin the day after the expiration of the previous contract.

The contract may be cancelled by either facility or contractor upon issuance of a thirty (30) day written notification of termination to the other party.

The Department reserves the right to increase or decrease the number of containers and the pick-up schedule as may be in the best interest of the Department. 20 – 30-gallon plastic red containers are to be used.

Contractor shall provide the collection, transportation, treatment, and/or disposal services listed below. Contractor shall provide all necessary equipment to perform such services, and all equipment shall comply with applicable Federal, State, County and Municipal laws, regulations, guidelines and permits. Contractor shall provide all containers for the packaging, storing, and transporting of medical and infectious waste. This includes but is not limited to large biohazardous containers, large red bags.

These specifications cover 'infectious waste' as that term is defined in Alabama Administrative Code, Rule 335-13-1-.03, solid waste program, Alabama Department of Environmental Management as amended from time to time.

Contractor shall be responsible for disposing of all infectious waste in accordance with Alabama Environmental Management rules and regulations and the subsequence record keeping involved, Title XIX regulations and policies, (J.C.A.H.O.) Joint Commission on Accreditation of Healthcare Organizations, and procedures of the Department of Mental Health.

The Facility shall be responsible for properly and lawfully packaging and sorting infectious waste. The storage of infectious waste shall be confined to areas on facility premises to which only authorized personnel shall have access. Facility agrees that all needles and sharp objects shall be placed in puncture-proof sharps container supplied by the Department. The Facility warrants and represents that no nuclear waste, hazardous substances, or federally regulated substances shall be placed in any of the containers.

Title to infectious waste collected from Facility shall be transferred to and vested in contractor at the same time that the infectious waste is fully loaded in Contractor's truck. Prior thereto, all title to the infectious waste shall be in Facility. Title to any waste other than infectious waste shall remain with Facility.

Contractor's drivers shall abide by all traffic regulations when on Facility's grounds.

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Contractor shall collect infectious waste from Facility as specified by Facility. Contractor will typically pick-up one to three times per week depending on volume of waste generated. Contractor shall provide name and phone number of their contact person.

#### **SPECIAL CONDITIONS:**

##### **All vendors must include the following with their bids:**

Proof of insurance coverage including general liability insurance, automobile insurance, and excess liability insurance.

Contractor must furnish and maintain liability insurance in the amount of \$1,000,000 per occurrence; professional liability insurance in the same amount per occurrence/aggregate \$3,000,000.

Contractor shall provide vehicular liability insurance for all employees assigned to Facility and coverage must include vehicles used for business purposes.

#### **E-VERIFY:**

Contractor understands that Contractor shall provide a complete copy of E-Verify memorandum of understanding (MOU) which is generated when the business entity or employer enrolls in that program, bearing the number assigned to the MOU by Homeland Security: establishing that the business entity has registered to participate in E-Verify for the duration of this contract, and shall verify every employee who is registered to be verified according to the applicable Federal rules and regulations.

**NOTE:** Medical/infectious waste is picked up at two (2) locations only one time each week and at one (1) location it is picked up every two (2) weeks. For further information concerning facility, location, pickup schedule, container site contact:

**\*BRYCE HOSPITAL** – Pick up: *EVERY TWO (2) WEEKS*

1651 RUBY TYLER PKWAY, TUSCALOOSA, AL 35404

Yancey Reach (205) 561-4610 Yancey.Reach@bryce.mh.alabama.gov / Bob White (205) 507-8292

**\*HARPER GERIATRIC CENTER** – Pick up: *ONE (1) TIME EACH WEEK*

107 5<sup>th</sup> AVE E, TUSCALOOSA, AL 35401

Sarita Garrett (205) 366-3013 Sarita.Garrett@harper.mh.alabama.gov

**\*TAYLOR HARDIN SECURE MEDICAL** – Pick up: *ONE (1) TIME EACH WEEK*

1301 JACK WARNER PKWY, NE, TUSCALOOSA, AL 35404

Rickey Harbin (205) 462-4600 Rickey.Harbin@hardin.mh.alabama.gov

#### **SUBCONTRACTORS:**

Written approval from the Department's Purchasing Director is required prior to any involvement of any sub-contracting in servicing a contract established from this RFB.

This RFB must be signed and notarized.

**\*Bid Submissions needed: 4 Total:** One (1) original and three (3) copies.

**\*Please see Schedule of Events on next page**

## **\*SCHEDULE OF EVENTS\***

### **RFB for ADMH - MEDICAL- INFECTIOUS WASTE REMOVAL/DISPOSAL**

The following RFB Schedule of Events represents the ADMH's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates. ADMH reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFB website at [www.mh.alabama.gov](http://www.mh.alabama.gov) for review.

**Please note the due date for submitting any questions. ADMH will not accept any questions after this date. All times are in Central Time.**

	Document Phase	Document Description	Page 24
25000000610	Final	MEDICAL INFECTIOUS WASTE	Total Pages: 24

Date	Event	Notification
May 27, 2025	RFB Release	ADMH Website and STAARs website
June 4, 2025	Deadline for RFB questions. <b>Submit in Word—No tables</b>	Email to <a href="mailto:kiyarra.hairston@mh.alabama.gov">kiyarra.hairston@mh.alabama.gov</a>
June 12, 2025	RFB Q&A to be posted for review	ADMH website <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a>
June 19, 2025 3:00 PM	<b>RFB Submissions Deadline*</b> Four (4) total—1 original and 3 copies.	USPS or FedEx or UPS <b>(Review Section III, #1)</b>
June 19, 2025 3:00 PM	RFB Closing Date	USPS or FedEx or UPS <b>(Review Section III, #1)</b>
June 20, 2025	RFB Opening Date	
Approximately July 1, 2025	Notification of Award Status	USPS (in writing)
The RFB is posted on ADMH website at <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a> for review.		
<b>*Regular mail:</b> AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building PO Box 301410 Montgomery, AL 36130		<b>*Courier:</b> AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union St., Suite 570 Montgomery, AL 36104