

MCW's Bid for Waste Removal Services

1.0 BID OVERVIEW

Bid Name: Waste Removal
Bid Number: K18-001-RFB
Bid Release Date: January 28, 2019
Question Due Date: February 6, 2019
Bid Due Date: February 15, 2019 @ 2 p.m. CDT

2.0 REQUIRMENTS

MCW is issuing a Bid for the treatment and disposal of Regulated Medical Waste, Pathological, Chemotherapy and other waste. Bidder will be required to perform pick up of regulated waste at the locations and frequencies set forth in Exhibit A of the Cost Proposal. Pickups of Regulated Medical Waste should be in compliance with all applicable law, rules and regulations.

MCW reserves the right to add or delete pick-up locations or change the frequency of pick-ups. MCW reserves the right to make adjustments and/or cancellations to their scheduled pick-up times with prior notice to Bidder and in compliance with WI DNR Chapter NR 526.09 (4) g.

If Bidder's cost is not specifically set forth in Exhibit A of the Cost Proposal Sheet, MCW will not be responsible for payment. MCW reserves the right to reduce or increase the frequency of pickups based on actual usage.

If a cost per container is bid, MCW will not accept any monthly minimum fees not constituting the physical removal of waste. MCW will accept a monthly minimum weight for pickup if applicable. If the container is at or above the monthly minimum weight, the full rate may be assessed. If the container is below the monthly minimum weight a separate lower rate must be provided on the Cost Proposal.

If a cost per pound is bid, MCW will not pay any monthly minimum fees not connected with the physical removal of waste. The monthly minimum weight is determined to be 50% of the container's capacity. Rates charged will be set forth in Exhibit A of the Cost Proposal Sheet.

All Chemotherapy waste must be disposed of via incineration and landfill, and all other waste must be disposed of via autoclaving and landfill. All needles must be shredded prior to disposal.

MCW's average annual spend on waste removal services is \$50,000. MCW does not guarantee this or any spend.

2.1 Contract

The successful Bidder will be required to sign a contract with the material terms and conditions set forth in this Bid. The term of this contract will be for a 1-year period with automatic extensions for up to four 1-year terms or as in otherwise MCW's best interest.

3.0 BID PROCEDURES AND INSTRUCTIONS

The general general terms and conditions are found at www.mcw.edu/purchasing.htm. MCW does not guarantee any particular services will actually be purchased from a particular supplier.

3.1 Bid Submission

Bidders must submit an electronic copy of the Bid response via email to purchasing@mcw.edu by the deadline set forth in Section 1.0. The subject line of Bidder's submission must contain the following information: "Bid response" followed by the bid name, date due and bidding company name. Any attachments to electronic submissions must be in Microsoft Word, Microsoft Excel, Microsoft Power point, Adobe PDF, or ZIP file formats and under 25MB in size. MCW will not accept responsibility for any network or power outages that may occur during the transmission of Bids. Electronic or digital signatures are acceptable, but subject to verification.

3.2 Questions

Bidders are required to raise any questions, exceptions, or additions they have concerning the Bid. If specifications are provided in this Bid that Bidder is unable to comply with, Bidder is encouraged to raise it in a question so that MCW may raise it in an Addendum of this Bid. Any questions or requests for clarifications must be directed in writing to purchasing@mcw.edu no later than the deadline set forth in Section 1. The subject line of the email must be labeled "Bid name - Question." Any additional information or clarifications that are provided to a bidder will be provided in the same manner as the original bid was submitted.

3.3 Mandatory Site Visit

Bidders are required to tour all related pickup site(s) at a date and time to be announced via an Addendum. Bidders are required to do an independent evaluation of all material conditions. Any errors resulting from Bidder's failure to adequately tour and inspect the pickup site shall not relieve the Bidder from its duty to perform all obligations under the contract. The date and time of the site visit will be posted on <https://www.mcw.edu/departments/purchasing>.

4.0 AWARD STATEMENT

Award shall be made to the responsible and responsive bidder with the lowest total yearly cost of removal based on an estimate of usage which MCW will disclose after Bid opening.

5.0 BINDING TERMS AND CONDITIONS.

If your bid is accepted and a contract/purchase order is issued, this bid document and any documents incorporated by reference shall constitute the entire contract between MCW and Bidder concerning the subject matter herein and supersede any prior proposals, negotiations, conversations, discussions and contracts among the Parties. MCW will not be bound by any terms and conditions included in Supplier's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The following documents are herein expressly incorporated by reference into this Bid: (1) MCW's Bid (and any documents incorporated by reference); (2) any Contract or PO issued; (3) MCW Supplemental Terms and Conditions found at www.mcw.edu/purchasing.htm; (4) MCW Terms and Conditions for Catalog Bids found at www.mcw.edu/purchasing.htm; and (5) Bidder's Response to this Bid. In the event of a conflict among documents constituting this Contract, the order of priority to resolve the conflict is in the order listed herein.

Bid Response and Assurances

a. Bidder's Service Guaranty

Does Bidder agree that only trained personnel will provide services? Yes No

Does Bidder guaranty to have required license in compliance with WI DNR 526.10 (1) to provide waste removal services? Yes No

Indicate the number of hours required to submit an adjustment or cancellation to a pick-up time: During regular hours Monday – Friday, excluding holidays, 7 am- 5 p.m.: _____; nights: _____, and weekends: _____.

Please confirm that all travel and labor fees, record retention and energy fees are covered by the offered services. If the fees are not listed in Exhibit A, MCW will not be liable for those fees. Yes No

If Bidder cannot meet service guarantees, bidder must provide a progress report of the service to the department. The service representative shall leave with the ordering department a copy of a dated written report indicating the service performed. This report must be signed by the MCW employee on site. Does Bidder agree? Yes No

b. Early Discount: MCW attempts to pay all invoices within 30 days of a properly submitted invoice. Please indicate whether Supplier offers any early pay discount.

Discount offered for payment within designated period: _____ % _____ business days of a properly submitted invoice.

c. ACH: Please indicate whether bidder would like to take advantage of receiving payments via ACH (electronic funds transfer payment).

Yes No Note: If Supplier indicated "yes", and if award is made, MCW will contact Supplier to gather the information necessary to set up an ACH transfer.

d. **Contact Person for Service Questions:**

Contact Person: _____
Phone number: _____
Fax number: _____
Email address: _____

- e. **Terms and Conditions:** By responding to this Bid, Bidder must either agree to the terms and conditions set forth herein, enter into a contract, or take specific exception to those terms. Any contract term or condition not set specifically objected to will not negotiated or accepted, whether it is a change to term set forth herein, or an additional term. Specific objections or additions must be listed. It is insufficient for the Bidder to cite to a document or incorporate a document by reference.

Bidder agrees to comply with this section. Yes No if you check "Yes" it is subject to the objections listed. Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award

Any objections are set forth herein: _____

Business Review or Reports: Successful bidders shall be required to keep MCW informed on a quarterly basis of compliance with the contract at a mutually agreeable format.

Will Bidder comply with this requirement? Yes No

- f. The undersigned has legal authority to bind the Bidder.

Yes No Note: Failure to check "Yes" may result in the Bid being considered non-responsive and ineligible for award.

- g. By signing this, the undersigned also certifies that neither Bidder nor any person or entity associated with the Bidder has, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a quotation; that this quotation has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of quotations to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Yes No Note: Failure to check "Yes" may result in the quote/bid being considered non-responsive and ineligible for award.

Signature

Name of Person signing on behalf of Bidder

Telephone Number

Service Provider Address

Fax Number

City, State, Zip Code

Email Address

Signatory's Full Name and Title

Signature Date