

Hazardous Waste Disposal Services



OFFICE OF FACILITIES & CAPITAL PROJECTS

A L A B A M A A G R I C U L T U R A L & M E C H A N I C A L U N I V E R S I T Y

BID Release Date March 3, 2017

Deadline for Submitting Questions.....March 20, 2017 at 12:00 P.M. CST

Deadline for Submitting Bids..... April 5, 2017 2:00 P.M CST

Bid No. 2K23-HW

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL** at the office of Jeffery Robinson, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 2:00 P.M. CST, Wednesday June 21, 2023 for **Hazardous Waste Disposal Services** at which time and place they will be publicly opened.

Specifications may be examined at the office of Alabama A&M Facilities Department, 453 Buchanan Way, Normal, AL 35762 and AAMU Facilities site (www.aamu.edu/administrativeoffices/business-and-finance/facilities/pages/default.aspx)

A **Mandatory** Pre-Bid Conference will be held on June 7, 2023, 9am (CST) at the office of Alabama A&M Facilities Department Conference Room, 453 Buchanan Way, Normal, AL 35762

Questions shall be submitted via email only to greg.bryant@aamu.edu by 12:00 P.M. CST June 8, 2023.

Bids must be submitted on proposal forms furnished by the Owner, or copies thereof as requested on the proposal form.

Alabama A&M University

PROPOSAL FORM

To: Alabama A&M University in Normal AL

Date: _____

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the responsibilities of

WORK: **HAZARDOUS WASTE SERVICES**

in accordance with Specifications, prepared by Alabama A&M University.

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the scope of the Work, having become fully informed, and that it has examined the Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

Sales Tax: All bids are to include sales taxes.

All cost associated with transportation including fuel should be included in the pricing submitted.

Pricing can be listed on a separate sheet.

BID: Provide cost for the following:

General

Lab Packs (labor)		/hr		
Cleaning and decontaminating of area		/sqft		/hr
Emergency response to spills or leaks		/event		/hr (labor)
Service charge for single pickup				

Lab Packs

Standard Chemicals (Not listed in categories below)		/ LB
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail
Ignitable Sources (D001, e.g. Isopropyl Alcohol)		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

Corrosive Sources (D002, e.g. Potassium Hydroxide)		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

Reactive Sources (D003, e.g. Sodium Metal)		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

Toxic Sources (D004-D043, e.g. Mercury)		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

Acute Toxic (P&F Waste, e.g. Phosgene)		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

Pesticides and DEA Controlled Substances		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

Dioxin / Furan		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

PCB		/ Lb
		/ 55-gal drum
		/ 10-gal pail
		/ 5-gal pail

Biological Waste / Medical Waste

Formaldehyde Pack Specimens		/ Lb
Bagged Medical / Biological Waste		/ Lb
Medical Sharps		1 Qt

Medical Sharps		5 Qt
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Bulk Materials

Mixed organic solvents (low chlorine, <3,000 BTU/gal)		55-gal drum
Mixed solvents halogenated		55-gal drum
Organic solvent or oil contaminated soils and sludge		55-gal drum
Acids/bases containing heavy metals (e.g. lead, cadmium, copper)		55-gal drum
PCB containing fluorescent light ballasts and electrical transformers		/ Lb
Contaminated aqueous liquids for waste water treatment		55-gal drum
Flammable Waste (D001)		55-gal drum
Compatible Corrosive Waste (D002)		55-gal drum
Used Motor Oil		55-gal drum

Radioactive

Lab pack quantities of mixed radioactive / hazardous wastes		/ Lb
Drum quantities of low-level radiation waste with mixed isotopes		/ Lb
Drum quantities of low-level radiation waste with mixed isotopes		55-gal drum

Compressed Cylinders / Fluorescent lamps / Batteries / CRT

Compressed Cylinders of known contents		/ cylinder
Compressed Cylinders of unknown contents		/ cylinder
Fluorescent Lamps T5 – 4' tubes		/ Lb
Fluorescent Lamps T8 – 4' tubes		/ Lb
Fluorescent Lamps T12 – 4' tubes		/ Lb
Fluorescent Lamps T5 – 8' tubes		/ Lb
Fluorescent Lamps T8 – 8' tubes		/ Lb
Fluorescent Lamps T12 – 8' tubes		/ Lb
Fluorescent Lamps U- tubes		/ Lb
Compact Fluorescent Bulbs		/ Lb
Batteries (Alkaline)		/ Lb
Batteries (Lead Acid)		/ Lb
Batteries (Lithium Ion (LiON))		/ Lb
Batteries (Nickel Cadmium & Nickel Hydride)		/ Lb
Batteries (Mercury)		/ Lb
Televisions, Computer CRT		/ Lb
Gaylord Boxes of Used Electrical Equipment		/ Lb

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made

in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

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 authority may declare the contract void if the certification is false.

By signing this contract, the contracting parties affirm, for the duration of the 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.

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

*** Name (type or print)** _____ (Seal)

*** Title** _____

Telephone Number _____

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

**CERTIFICATION OF COMPLIANCE
WITH SECTION NINE OF ACT 2011-535**

The Undersigned Officer of _____(Company)
certifies to the Board of Trustees, Alabama A&M University, that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

PRINT COMPANY NAME

SIGNATURE OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

Sworn and subscribed to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

ALABAMA IMMIGRATION ACT E-VERIFY CONTRACTOR'S E-VERIFY CLAUSE AND AFFIDAVIT

Effective immediately, this notice shall be included in all Requests for Proposals (BIDs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012. Complete Affidavit 1 or 2.

E-VERIFY – NOTICE (BID)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. ***A response to this BID/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly Page 21 of 27 suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

E- Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, _____, a duly authorized officer or agent of

_____ (contractor), do execute this affidavit on behalf of

_____ (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ____ 2016.

Notary Public

My commission Expires: _____

AFFIDAVIT 2

I, _____, a duly authorized officer or agent of

_____ (contractor), do execute this affidavit on behalf of

_____ (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ____ 2016.

Notary Public

My commission Expires: _____

DISCLOSURE STATEMENT

The Contract disclosure statement can be found on the Attorney General's Web Site at <http://www.ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

Guidance for Compliance with E-Verify

The successful Contractor shall be required to participate in the State of Alabama Immigration Law Act 2011-535. The Contractor must complete an affidavit of compliance with the Act and the E-Verify Memorandum of Understanding as a part of the construction contract. Information is posted under “Guidance for Compliance with E-Verify” on the Alabama State Department of Education’s website at <http://www.al.sde/home/Communications/E-VerifyInformation.aspx> .



OFFICE OF FACILITIES

HAZARDOUS WASTE DISPOSAL SERVICES

Alabama A&M University solicits submissions of written proposals, on a competitive basis, from qualified respondents to provide for Alabama A&M University services described in accordance with the terms and conditions detailed within.

Alabama A&M University is seeking an experienced and qualified company(s) to package, manifest, label, transport, and dispose of hazardous, non-regulated and universal waste generated by the University. Wastes are generated from teaching, research and maintenance operations. The University currently is a large quantity generator (LQG) site. The minimum of 5 waste pick-ups per year will be made and shall not occur more than ninety (90) days apart.

A sample waste profile is included in Attachment A. The types shown are historical data only. They are not an indication of future waste or new streams of waste not listed in Attachment A. The contract shall cover the actual needs of Alabama A&M University throughout the term of the contract whether they are more or less than the types indicated.

The University reserves the right to award this contract to multiple vendors.

A. PERFORMANCE TERMS AND CONDITIONS

Service Provider and his employees shall maintain all certifications / licenses as required by Local, State and Federal regulations to perform the task required. All contract workers on site shall show proof of certifications / licenses and the appropriate training.

Service Provider shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency (EPA), the U. S. Department of Transportation (DOT), Alabama Department of Environmental Management (ADEM), Occupational Health and Safety authority, the Alabama Department of Transportation (ALDOT), and any local regulations relating to the wastes managed under this contract.

A Waste Profile Report is included as Attachment A. The quantities shown represent historical data for the most recent alternate years of available data. The contract shall cover the actual needs of the University throughout the term of the contract whether they are more or less than the quantities shown.

The Service Provider shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Service Provider in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be

employed in the execution of this contract without the prior written consent of the Contract Administrator.

The University reserves the right to inspect any and all transportation, storage, treatment, or disposal facilities unannounced during regular business hours.

The Service Provider shall continuously maintain adequate protection of all work covered by the contract from damage or loss and shall protect the property from injury or loss arising in connection with the contract, and shall make good any such damage, injury or loss. The Service Provider shall adequately protect adjacent property as provided by law and the contract documents.

B. GENERAL REQUIREMENTS

The Service provider shall be responsible for adhering to the general requirements below, but are not limited to:

- A. University business hours are 7:00 a.m., to 4:00 p.m. unless otherwise indicated by an authorized University's representative.
- B. The service provider shall maintain a single point of contact on a 24 hour/holiday/weekend basis.
- C. All employees for the service provider shall wear identification in the form of name tag and clothing with the company name patch.
- D. All areas of work shall be left in a clean condition and all debris shall be removed daily and upon completion of service.
- E. Service provider vehicles shall be clearly marked with service provider name.
- F. Salvage equipment if requested shall be returned to the Owner.
- G. If a job can't be completed during regular business hours, the service provider will be allowed to finish the next day, or complete the job on overtime with the approval of an authorized University's representative.
- H. Overtime rates shall not exceed 1 1/2 times the normal rate or what is allowed by federal guidelines.
- I. Safety is the sole responsibility of the service provider.
- J. Submit written reports with invoices to document hours of work.

Invoicing

- A. When services are requested, compensation to the Service Provider for service call response will be based rates from the price proposal form.
- B. Travel time to and from the location will not be compensated.
- C. The service provider shall be required to keep legible and detailed documentation on all work performed under this contract. All invoices shall be received within seven (7) calendar days after work is performed. Invoicing shall include all the following in the order below:
 - a. AAMU Purchase Order Number

- b. Name of District Representative that placed service call
- c. Date of Service
- d. Provide Name, transporter's license numbers and addresses
- e. USEPA Identification Number for Hazardous Waste
- f. Statement of compliance with Federal Motor Carrier Safety Regulations
- g. Copy of DOT Hazardous Waste License
- h. List of any available in-transit storage areas, secondary transporters, or sub-Service Providers that may be used in the transport of waste to the primary disposal facility
- i. Itemized list of all items removed from site
- j. Name of technician
- k. Signature of AAMU Representative
- l. Total Cost

Duration of the Agreement

The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of three (3) years. The Agreement shall reserve for AAMU the unilateral option of extending the term of the Agreement for two (2) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to AAMU the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

If at any time the University is dissatisfied with the services performed under this contract, the University may request and receive new technician(s).

The Service Provider shall not subcontract any part of the agreement with another Service Provider.

C. SCOPE OF SERVICES

Management of Waste Pick-Ups

- Provide all necessary packing materials, containers, forms and labels
- In lab packs, ensure all waste are compatible with each other (mixing corrosive and flammables and oxidizers)
- Picking up waste at scheduled time. If delay occurs, provide notification of approximate time so University can coordinate with labs on change of schedule
- Provide correct placarding for transportation vehicles for compliance with Department of Transportation (DOT)

Documentation

- Provide accurate and timely submittal of documentation (manifests, bills of lading, certificates of recycling, tracking reports and invoices)
- Manifests are legible and correct labeling of waste for accurate recordkeeping for the University
- Time the copy of the manifests from final disposal site returned to the University to ensure Alabama A&M University is in compliance with federal, state and local regulatory agencies.
- Provide inventories of the amount waste shipped from the university in a year for regulatory reporting requirements (Alabama Department of Environmental Management (ADEM) 8700-12 Notification of Regulated Waste Activity and 8700-13 United States Environmental Protection Agency (USPEA) RCRA SUBTITLE C SITE IDENTIFICATION FORM)
- Provide online access for the University to the Service Providers website to obtain copies of manifests, certificates of destruction, amounts of waste generated, etc.
 - Please describe in the proposal any costs associated and instructions for obtaining access to the site.

Quality of Treatment, Storage and Disposal Facilities (TSDF)

- Provide record of regulatory compliance
- Provide emergency preparedness and prevention
- Provide record keeping and inventory control
- Provide a of all disposal facilities that will be used (listed on manifests)
 - Name, EPA TSDF 10 Number, and address\
 - Name of State Environmental Agency contact
 - Date and results of most recent inspection
 - Copies of all Notice of Violations (NOV) in the past three years
 - Status of consent agreements with facilities
- Provide a description of types of wastes that are processed at each disposal facility
- Failure to provide the following within three days after bid opening could cause the bid to be rejected.

Job Site Safety

- The Service Provider shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to Service Provider employees or other persons who may be affected nearby.

- The Service Provider shall exercise the utmost care and carry out activities in the execution of this contract under supervision of properly qualified personnel.
- The Service Provider shall comply with required applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property or their protection from damage, injury or loss.
- The Service Provider shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published safety and health regulations for general Occupational Safety and Health (29 CFR 1910) for the duration of this contract.
- The Service Provider shall, before the first application for payment, submit the name(s) of the person(s) who shall have designated responsibility for job site safety under this contract and who shall be knowledgeable about the OSHA regulations.

Additional Services

- Service Provider shall possess the following capabilities:
 - Emergency response capabilities
 - On-site chemical characterization of unknowns
 - Drum tracking system
 - On site stabilization of explosives, reactives, unstable/shock sensitive materials
 - Preparation of packing lists and bulk characterization forms
 - Availability of a an on-site chemist

Attachment A**Types of Waste at Alabama A&M University**

<u>CODES</u>	<u>WASTE CODE DESCRIPTION</u>	<u>EXAMPLES</u>
D001	WASTE FLAMMABLE LIQUIDS	ACETONE, METHANOL, XYLENE, ISOPROPANOL
D002	WASTE CORROSIVE LIQUIDS	NITRIC ACID, AMMONIUM HYDROXIDE, ACETIC ACID, SODIUM HYDROXIDE, SULFURIC ACID
D003	WASTE WATER-REACTIVE SOLID	CALCIUM CARBIDE, ZINC
D001	WASTE FLAMMABLE SOLIDS	METAL POWDERS, SELF-HEATING SOLIDS
LAB PACKS	WASTE FLAMMABLES, WASTE CORROSIVES, OXIDIZERS, SIMILAR TYPES OF CHEMICALS	VARIOUS
NON-HAZAROUS	WASTE OIL	BULK DRUMS, MOTOR POOL AND MAINTENANCE OPERATIONS
UNIVERSAL WASTE	WASTE FLUORESCENT BULB, BULK	4' TUBES, 8' TUBES, U TUBES, COMPACT FLOURESCENTS
	BATTERIES	ALKALINE, LITIUM, LEAD ACID BATTERIES, NICKEL CADNIUM
NON-HAZARDOUS, NON-REGULATED	VARIOUS LIQUIDS	PRODUCTS THAT CANNOT BE DISPOSED OF BY LANDFILL
COMPRESSED CYLINDERS	VARIOUS COMPRESSED CYLINDERS	OXYGEN, ACETYLENE, NITROGEN, REFRIGERANT, ARGON, HELIUM