



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

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J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

October 13, 2016

INVITATION TO BID #16-60

Sealed bids for hemostatic dressings, for the City of Birmingham, for a period of one (1) year with month to month extensions thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, P-100, First Floor City Hall, Birmingham, Alabama until 2:00 p.m., November 2, 2016, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to the link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted on the bid form provided, and all bids are to be f.o.b. Birmingham, Alabama delivered.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000.00, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

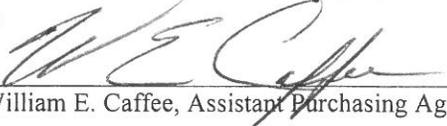
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy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

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – HEMOSTATIC DRESSINGS - 2:00 P.M., 11-02-16**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL)**. However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, Birmingham, Alabama 35203 and specify delivery to Room P-100, First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., November 2, 2016. Bids received after this time will not be considered.


William E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 10-19-16

SPECIFICATION FOR HEMOSTATIC DRESSINGS

GENERAL:

The City of Birmingham is seeking bids for the supply of hemostatic dressings. The basis of the bid shall consist primarily of hemorrhage control products which the City may require during the life of the contract. Bid consists of individual items which will be awarded on an individual line item basis and will be awarded to the lowest priced, responsive, responsible bidder for a term of one (1) year with month to month extensions thereafter upon mutual agreement of both parties.

SPECIAL NOTE: For each item on the bid form the City defines the unit of measure for each item (each, box, bottle, case, etc). Bidder must state the quantity makeup for each unit of measure bid in the column titled Standard Packaging EX: 50/box, 80/bottle, 144/case, each – do not define a case as 10 boxes/case without also defining the size of the box – 100/box. Failure to provide this information may result in your bid being declared non-responsive and not considered for award.

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

Bidders are required to provide an original and two (2) copies of the bid.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsive vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

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

Each bidder is to extend unit prices and provide an extended total for each line item being bid. If the extended total of all items being bid exceeds \$10,000.00, a bid bond, a cashier's check, or certified check in the amount of \$500.00 is required to accompany your bid. In order for any bid award to be made that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond or check (**REFERENCE COVER LETTER OF "INVITATION TO BID"**).

The content of the specification or descriptions of items included in this document vary due to application, compatibility, use and other significant factors. The City may require samples of any product before an award is made. Any samples requested must be made available to the City within seventy-two (72) hours of request. Failure to provide the samples within this time frame will result in the rejection of the products from award consideration. Said samples will be a factor in evaluation of bids.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective from the date noted in the Notification of Award letter(s) which will be mailed to the successful vendor(s).

All bids submitted are to be F.O.B. City of Birmingham delivered. The City will state delivery location with each order placed.

Any bid that stipulates a reversal of freight charges, if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

The City has limited storage facilities so timely delivery shall be a consideration. The successful bidder shall guarantee full delivery within twenty (20) working days of receipt of order. Consistent failure to meet delivery times will constitute grounds for the termination of the awarded section of the contract and the declaration of the vendor as a “non-responsible vendor”. This declaration will result in the rejection of any future bids submitted by the vendor.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the item or product line being supplied is failing to perform satisfactorily.

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

Any questions concerning these specifications should be addressed to the Purchasing Division, at (205) 254-2265, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.

The quantities on the bid form are estimated annual quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

Bidders are to supply all requested data in the appropriate space on the bid form. Failure to supply this data may result in the rejection of bid.

All participant bidders shall mark conspicuously – **compliance or non-compliance with an “X”** in the appropriate column beside each specified item. Those items marked in the “**NO**” column must be explained in detail on the provided “**Exceptions to Specifications**” pages.

Bids may be solicited for the products included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

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

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

Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder’s current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

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

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

BID FORM

William E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for medical supplies in accordance with your invitation to bid and specifications dated October 13, 2016. Prices quoted are f.o.b. Birmingham, Alabama and return trip destination, and I am bidding in exact accordance with the specifications except as listed below.

BIRMINGHAM FIRE AND RESCUE SERVICE DEPARTMENT HEMOSTATIC DRESSINGS		BIDDER COMPLIES		BIDDER'S ITEM AND PRICING INFORMATION			
APPROX QTY	DESCRIPTION	YES	NO	BRAND NAME/NO	STANDARD PACKING	UNIT PRICE	EXTENDED TOTAL
INDIVIDUAL LINE ITEMS							
10 cs	Gauze QuikClot LE Combat Kaolin based 3" x 4 yd Hemostatic – Z-Fold Sterile, 50 each/cs (No Substitution)						
10 cs	Gauze 4" x 4", 3/bag Hemostatic Dressing QuikClot Kaolin based, 20/cs (No Substitution)						
10 cs	Bandage Gauze QuickClot Kaolin based EMS 3" x 48" roll, 50/cs (No Substitution)						
INDIVIDUAL LINE ITEMS TOTAL							\$

SPECIAL NOTE: For each item on the bid from the City defines the unit of measure for each item (each, box, bottle, case, etc). Bidder must state the quantity makeup for each unit of measure bid in the column titled Standard Packaging EX: 50/box, 80/bottle, 144/case, each – do not define a case as 10 boxes/case without also defining the size of the box – 100/box. Failure to provide this information may result in your bid being declared non-responsive and not considered for award.

REMINDER: It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00.

EXCEPTIONS TO SPECIFICATION: (use extra pages if necessary)

BID FORM-cont'd

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Bidder acknowledges receipt of _____ addenda. **This page must be returned with bid.**
(addenda numbers)

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box (Zip if different from street address)

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Website

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS (and NAME if different than above)**