



WILLIAM A. BELL, SR.  
MAYOR

# CITY OF BIRMINGHAM

FINANCE DEPARTMENT

## PURCHASING DIVISION

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

TELEPHONE (205) 254-2265  
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July 14, 2016

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

### INVITATION TO BID #16-38

The City of Birmingham (City) is requesting sealed bids for temporary nurse services for inmates who are detained at the City Jail (the "Services"). The Services may be performed for a period of one (1) year and month to month thereafter for a term not to exceed three (3) years. Bids will be received by the Purchasing Agent, Room P-100 City Hall, Birmingham, Alabama until 2:00 p.m., August 11, 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](http://www.birminghamal.gov) (go to 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 to the bid will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will only be mailed to those vendors who were provided a copy in person or by mail.

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

The City's standard payment term for Services provided is Net-30 Days from acceptance of Contractor's monthly invoices. **The City will not consider any bids requiring C.O.D. payments.**

Bidder is required to submit with its bid 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, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after 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.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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

Bids must be submitted in a sealed envelope marked, "**SEALED BID – TEMPORARY CONTRACT NURSE SERVICE - 2:00 P.M., 08-11-16**". Bids may be hand delivered to Room P-100 1<sup>st</sup> Floor, City Hall, Birmingham, Alabama or mailed to the City of Birmingham, P. O. Box 11295, Birmingham, Alabama, 35202-1295 (**DO NOT MAIL BIDS TO ROOM P-100 1<sup>ST</sup> FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20<sup>th</sup> Street, Birmingham, Alabama, 35203 and specify delivery to Room P-100 1<sup>st</sup> Floor, City Hall.

It is the bidder's responsibility to make sure that its bid is in the possession of the Purchasing Agent on or before 2:00 p.m., August 11, 2016. Bids received after this time will not be considered.

  
W. E. Caffee, Assistant Purchasing Agent

B.N. 07/20/16

## SPECIFICATIONS FOR TEMPORARY NURSE SERVICES

### **SCOPE:**

The City is in the process of filing five (5) Licensed Practical Nurse (LPN) positions at the Birmingham City Jail. That process could take several months to complete and the City will need temporary nurse service to staff positions until all positions can be filled. After the positions are filled, the City will continue to need temporary nurse service to staff the Jail when City nurses are off work for various reasons (sickness, vacation, open (unfilled) positions resulting from change of employment, etc.). The purpose of this invitation to bid is to establish an hourly rate contract for LPN service on an as needed basis.

### **GENERAL:**

The City is seeking bids for temporary nursing service for inmates detained at the City Jail (the "Services") or any other City location that may require such services in the future. The City intends to award a contract for the Services to the lowest responsive, responsible bidder. The contract will commence from the date noted in a Notification of Award letter to be mailed to the successful Contractor, and thereafter may remain in effect for a term of one (1) year and month to month thereafter upon mutual agreement of both parties.

Only bids from established nursing service companies which have been operating successfully for a minimum of three (3) years continuously in the City of Birmingham, Jefferson County or any County contiguous to Jefferson County will be considered eligible for award. Any bid submitted must be accompanied by documentation which will adequately demonstrate the company's ability to provide the service required.

**Bidders are required to provide two (2) additional copies of their original bid with their package.**

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

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. 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 check shall be forfeited.

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 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 its 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 revoke an award.

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.

The successful bidder shall not assign the contract (or any responsibilities, rights or benefits thereunder) to any other party without prior written approval of the City. Further, the successful bidder shall not assign the contract to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

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.

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-responsible 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.

Contractor (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 Contractor 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.

Contractor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage participation by disadvantaged business enterprises (DBE) 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.

If the successful Contractor is 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, it 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, Contractor shall participate in the E-Verify program as required under the term of the Act. Contractor further agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Contractor shall provide documentation establishing that the Contractor is enrolled in the E-Verify program, or a signed, written statement that the Contractor does not have a presence (one or more employees) in the State of Alabama. Contractor may submit applicable documentation with its 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.

Any questions concerning these specifications should be addressed to the Purchasing Division at 205-254-2265, fax 205-254-2484 between the hours of 8:00 a.m. and 4:00 p.m. CST, Monday through Friday.

## ADDITIONAL SPECIFICATIONS

The following specifications, conditions and understandings apply with respect to the performance of Contractor's Services during the term of the contract:

1. Contractor will furnish Licensed Practical Nurse(s) (LPNs) to perform Services. The use of Registered Nurses (RNs) is not required herein, but Contractor may elect to furnish RNs to perform Services. However, if Contractor so elects to utilize RNs, the compensation for that work by RNs will be billed by the Contractor and paid by the City at the LPN hourly rate set forth on the Contractor's Bid Form.
2. The City, at its sole expense, will supply all medical supplies routinely used by nurses while performing Services.
3. The Contractor is not granted an exclusive right to perform Services. At its sole discretion, the City, at any time during the term of the contract, may procure the services of additional nurses at the City Jail by utilizing its own employees, by retaining nurses from other agencies or through other means.
4. Prior to the commencement of the contract and at other times during the term, the City will provide Contractor information on City policies and procedures that relate to entering or exiting the Jail, accessing various areas at the Jail, security measures at the Jail, and the procedures for interacting there with inmates in the performance of Services. Contractor agrees to furnish these policies and procedures to the nurses it furnishes, and that its personnel will comply with those throughout the term of the contract.
5. Contractor will perform Services at times requested by the City. The contract representatives for the parties will confer before the effective date of the Agreement to establish procedures for requesting service and other operational aspects of the contract.
6. Utilizing the hourly rate for LPN Services stated on the Contractor's Bid Form, the City, on monthly basis, will compensate Contractor for the number of hours of LPN Services that are performed during each month of the Agreement. The amount payable by the City to Contractor for its Services will be calculated by multiplying the total number of hours worked by all nurses during the applicable billing period times the hourly rate on Contractor's Bid Form. The City does not guarantee any minimum amount of Services or that it will pay Contractor any minimum number of hours.

When the Agreement first becomes effective, the City anticipates that it will require Services on the following schedule:

(a) City staffs on a 24 hour a day, 7 day a week, 365 days per year basis.

(b) Current shifts are: The following number of LPNs will be required: (a) one (1) LPN during the Jail's day shift (7:00 a.m. - 3:00 p.m.); (b) one (1) LPN during the Jail's evening shift (3:00 p.m. - 11:00 p.m.); (c) one (1) LPN during the period between 4:30 p.m. - 11:00 p.m.; and (d) one (1) LPN during the Jail's morning shift (11:00 p.m. - 7:00 a.m.).

(c) Temporary service may be needed for any or all shifts on an as needed basis.

7. The City's standard payment terms for Services provided is Net-30 days from acceptance of monthly invoices from the Contractor. 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 service was provided, whichever is later; in the event of a dispute of date or dates, the City's records shall prevail. The 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.

8. Contractor agrees to perform nursing Services consistent with the standard of professional skill and care that would be provided by other nurses under the same and similar conditions.

## 9. Insurance Requirements.

(a) Policies/Coverage. For the duration of this Agreement and for limits not less than stated below, the Contractor shall carry the following policies of insurance:

(i) General liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 total with a maximum of \$500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft;

(ii) Professional liability coverage in a minimum amount of \$3,000,000.00.

(iii) Workman's Compensation as required by statute.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid. The Contractor may use umbrella or excess liability insurance to achieve the required coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

(b) City Additional Named Insured. Except for Worker's Compensation coverage, all coverage shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work and Services. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

(c) Policies Primary. All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

(d) Waiver of Subrogation. Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, and representatives. Further, Contractor hereby waives any rights of subrogation against the City. All general liability coverage provided herein shall not prohibit the City or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

(e) Proof of Coverage. Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. The City's Bid number (#16-38) must appear on any/all copies of the certificate of insurance. Also, these certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

10. The nurses furnished by Contractor to perform Services are not employees, agents or servants of the City. With respect to the work performed by those nurses, Contractor is exclusively responsible for determining and paying them the appropriate levels of compensation (including overtime, if applicable), paying them employee benefits (if any are owed), reporting of income and tax withholdings (if any) associated with their work, and complying with all federal, state or local employment laws and regulations (including, but limited to, the Fair Labor Standards Act) that apply to the Services performed pursuant to the Agreement. Regardless of the number of hours of Services performed by any nurse(s) during a day, week or other period, the City will not reimburse Contractor for any overtime that it may pay the personnel that it furnishes or will not pay the Contractor any premium hourly rate in excess of the Hourly Rate stated on Contractor's Bid Form.

11. The City has no historical data of estimated number of hours that might be used during any week, month or annual time frame. Therefore, bidder is to bid an hourly rate for services to be provided.



**BID FORM-cont'd**

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)**