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CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
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RON NICKEL
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February 6, 2015

INVITATION TO BID #15-17

Sealed bids for medical oxygen for a period of one (1) year and month to month thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., March 11, 2015, 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.

All bids are to be f.o.b. Birmingham, Alabama delivered.

It is required for any contract exceeding \$10,000.00 that the bidder submit 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, it must be accompanied by an acceptable bid bond or 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 or check will 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 part or in whole, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID -MEDICAL OXYGEN - 2:00 P.M., 03/11/15**". Bids may be hand delivered to Room P-100 1st Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P. O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BID TO ROOM P-100 1ST FLOOR CITY HALL**). However bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street 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., March 11, 2015. Bids received after this time will not be considered.


W. E. Caffee, Asst. Purchasing Agent

SPECIFICATIONS FOR MEDICAL GRADE OXYGEN

GENERAL

The City of Birmingham is seeking bids for the supply of medical grade oxygen for use by the Birmingham Fire and Rescue Service. The City is exempt from sales tax, Code of Alabama section 40-23-4. Costs normally considered pass through costs (property tax, use tax, etc.) to the customer by the vendor must be included in the bid price (code of Alabama Section 40-12-222). The basis of the bid shall consist of any and all medical oxygen used by the City. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty four (24) months. Prior to the end of the initial contract term or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product, the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide to the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first one (1) year of the contract. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to immediately receive the benefit of such reduction.

Only established firms, located within the City of Birmingham or Jefferson County, who are engaged in the stocking, selling, and distribution of medical grade oxygen will be eligible for consideration of award.

The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, location(s), etc., before an award is made, to verify that potential vendor(s) has the ability to properly service the City's 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-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.

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.

Bids may be solicited for any product 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.

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).

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

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

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 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.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 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 or check will be forfeited.

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.**

For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence and \$1,000,000.00 property damage per occurrence or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements.

Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work.

Vendor shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs, and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor and any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

Contract award to purchase the material 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.

Any question concerning these specifications should be address to the Purchasing Division, phone (205) 254-2265; fax (205) 254-2484, between the hours of 8:00 a.m. & 4:00 p.m. Monday through Friday.

Medical oxygen shall comply with all applicable standards for medical oxygen and shall be the same as currently commercially available to area hospitals. In the event the applicable standards for medical oxygen are changed the successful bidder shall comply with the revised standards.

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 bidder 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.

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.

Any 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 bid 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 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 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.

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.

For medical oxygen, the City owns fifteen (15) 250 CF (HM designation) cylinders and will only require that these be filled as needed – vendor will not be required to provide cylinders for this item. The City anticipates the simultaneous use of approximately forty-six (46) 125 CF cylinders during the term of the contract. The 125 CF (MM designation) cylinders will be provided by the vendor on an exchange basis.

The City uses approximately 65,000 cu. ft. of medical oxygen per year. The City will be responsible for the transportation (delivery and pickup) of all cylinders of medical oxygen. Delivery and pickup site must be within the City of Birmingham or Jefferson County.

The quantities shown on the Bid Form are the estimated annual usage only and no bidder shall attempt to hold the quantities mentioned as firm quantities under the contract. The City reserves the right to purchase more or less than this amount as conditions require.

THE CITY WILL BE RESPONSIBLE FOR PAYMENT OF LOST CYLINDERS AND CYLINDER CAPS. EACH BIDDER SHALL INCLUDE WITH THE BID A SCHEDULE OF CHARGES FOR CYLINDERS AND CYLINDER CAPS FOR WHICH THE CITY CANNOT ACCOUNT. Bid price must include "ALL" costs related to the purchase of the medical oxygen. Costs normally considered as pass through costs to the customer by the vendor must be included in the bid price (Code of Alabama, Section 40-12-222). Absolutely NO additional costs will be allowed or paid during the term of the contract.

BID FORM

W. E. Caffee
Asst. Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for medical oxygen for the City of Birmingham, for a period of one (1) year and month to month thereafter in accordance with your invitation to bid and specifications dated February 6, 2015.
I am bidding in accordance with specifications except as listed below:

APPROX. QTY.	ITEM	UNIT PRICE	EXTENDED TOTAL
312	Fill 125 cu. ft. cylinder with Medical Oxygen	/ Fill	
104	Fill 250 cu. ft. cylinder with Medical Oxygen	/ Fill	
552	Monthly rental rate for 125 cu. ft. cylinder (46 cylinders X 12 months)	/ Cylinder	
0	Monthly rental rate for 250 cu. ft. cylinder	/ Cylinder	
GRAND TOTAL			\$

Note: Bidder is to include a price list for replacement cylinder caps and cylinders that are lost or can not be accounted for. Bid a unit price for all items whether the quantity is zero or larger.

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 acknowledges and agrees 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.

Company

Date of Bid

Street Address

Terms of Payment

Post Office Box

Signature

City State Zip

Name (Print or Type)

Telephone Number

Title

Fax Number

Tax ID Number

Email Address

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)**