CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

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RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

May 26, 2015

INVITATION TO BID #15-43

Sealed bids for Altosid XR Briquets, a sustained release product to prevent adult mosquito emergence, for a period of one (1) year and a month to month thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., July 1, 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 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 quotations are to be f.o.b. Birmingham, Alabama delivered.

A certified check, cashier's check or acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of $500.00 must accompany the bid. 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 –ALTOSID XR BRIQUETS– 2:00 p.m., 07-01-15."** 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 express carrier (Federal Express, Airborne, UPS, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 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., July 1, 2015. Bids received after this time will not be considered.

W.E. Caffee, Assistant Purchasing Agent

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B.N. 06-03-15

SPECIFICATIONS FOR THE SUPPLY OF ALTOSID XR BRIQUETS

GENERAL:

The City of Birmingham is seeking bids for the supply of Altosid XR Briquets. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis. 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.

The proposed contract shall extend for a minimum time frame of one (1) year with a month to month extension thereafter, upon mutual agreement of both parties. This extension phase is not to exceed thirty (30) months. 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 (ex: new manufacturer's price list published), 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 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 year of the contract. Prior to the end of the initial contract period or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice of their intent not to extend the contract on a month to month basis. Should any product herein experience a manufacturer's price reduction during the contract period, the City is to receive the benefit of such reduction(s).

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).

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-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.

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.

Successful bidders 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 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.

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.

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.

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 may require samples of any product before an award is made. Any sample(s) requested must be made available to the City within seventy-two (72) hours of request or as otherwise stated in the bid specification. Failure to provide the sample(s) within this time frame may result in the rejection of the product(s) from award consideration.

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

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 prepayment or C.O.D. payments.**

Vendor (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.

Vendor 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.

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.

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

The quantity shown on the bid form is **the estimated annual usage**. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than the quantity as conditions require, and no bidder shall attempt to hold the quantity shown as a firm quantity under this contract. The City does not guarantee any specific quantity or dollar value of goods to be purchased during the life of the contract. The City shall order on an as needed basis.

Any bid submitted must be accompanied by catalogs, brochures and or specification sheets which will adequately demonstrate the item bid meets the given specification. A copy of standard warranty statement for the item bid is also to be supplied with the bid.

SPECIFICATIONS FOR ALTOSID XR EXTENDED RESIDUAL BRIQUETS OR EQUAL

The City of Birmingham is seeking bids for Altosid XR extended residual briquets, or equal, which is a sustained release product to prevent adult mosquito emergence produced by Wellmark International, Schaumburg, IL. Product is to be packed 220 briquets per case.

Product Composition:

ACTIVE INGREDIENT:
(S)-Methoprene (CAS #65733-16-6)
(Dry Weight Basis) 2.1%
OTHER INGREDIENTS 97.9%
Total 100.0%

This product contains water; therefore the weight of the briquette and percent by weight of active ingredient will vary with hydration. The ingredient statement is expressed on a dry weight basis.

Product Description:

ALTOSID XR BRIQUETS are designed to release effective levels of methoprene insect growth regulator over a period up to 150 days in mosquito breeding sites. release of methoprene insect growth regulator occurs by dissolution of the briquet. Soft mud and loose sediment can cover the briquets and inhibit normal dispersion of the active ingredient. The product may not be effective in those situations where the briquette can be removed from the site by flushing action.

ALTOSID XR BRIQUETS prevent the emergence of adult mosquitoes including: Anopheles, Culex, Culiseta, Coquillettidia, and Mansonia spp., as well as those of the floodwater mosquito complex (Aedes and Psorophora spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

Altosid XR Briquets Application Chart

Number of Briquets	Catch Basin Size (Gallons)	Surface Area/ Water Depth (ft)
1	0-1500	0-2
2	1500-3000	2-4
3	3000-4500	4-6
4	4500-6000	6-8

Application Sites:

ALTOSID XR BRIQUETS are designed to control mosquitoes in treated areas. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, all of the water-holding sites in the system should be treated to maximize the efficiency of the treatment program.

Any bid submitted must be accompanied by a specimen label, Material Safety Data Sheet and/or any other documentation that will adequately demonstrate that the product being bid meets or exceeds the given specifications.

No deviations from the given requirements shall be allowed. Bidders shall state in full any and all deviations when quoting. Any material that fails to meet the specifications when tested by a competent laboratory shall render this contract null and void.

BID FORM

W.E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for Altosid XR Briquest 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 May 26, 2015. Prices quoted are F.O.B. delivered, Birmingham, AL and I am bidding in exact accordance with the specifications except as listed below.

APPROX QTY	DESCRIPTION	PRODUCT/MFR.	UNIT PRICE	EXTENDED TOTAL
20	Cases, 220 briquets per case, Altosid XR, or equal			

Exceptions to Specifications:

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_____

_____

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BID FORM-cont'd

I hereby certify that we do not discriminate in employment of our personnel against any persons or persons on account of race, creed, color, sex or national origins, and acknowledge, and agree, that the City of 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
(addenda numbers)

This page must be returned with bid.

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)**