



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  
FAX (205) 254-2484

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

May 19, 2017

### INVITATION TO BID #17-34

Sealed bids for drug testing kits for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual consent of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., June 28, 2017, 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 will be available on the internet. Bidder is responsible for checking the website for addenda until the 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 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 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. 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.**

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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 in part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**Drug Testing Kits - 2:00 P.M., 06/28/17.**" 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 1ST FLOOR CITY HALL).** However, bids sent by any express carrier (i.e. Federal Express, UPS, Airborne, etc.) must be shipped to 710 North 20th Street, and specify delivery to Room P-100, 1st 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., June 28, 2017. Bids received after this time will not be considered.

  
W. E. Caffee, Assistant Purchasing Agent

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Attachment  
BN 05/24/17

## **SPECIFICATIONS FOR DRUG TESTING KITS WITH TEMPERATURE STRIP CUPS FOR THE CITY OF BIRMINGHAM**

### **GENERAL:**

The City of Birmingham is seeking bids for drug testing kits as specified later in this document. The basis of the bid shall consist primarily of any and all drug testing kits used by the City. 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 year or during the extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice of his intent not to extend the contract on a month to month basis. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

Award will be made on a line item basis to the lowest priced, responsive, responsible bid submitted.

Successful bidder(s) 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, responsible bidder.

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

Should other drug testing products currently not shown on the bid form be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation To Bid, and to make an award of these additional items to the lowest responsive, responsible bidder(s) for the remaining life of this contract.

The City's standard payment terms are net 30 days from acceptance. Exception may be allowed for discounted early payment, such as 2% 10.net 30 days. The City will not consider any bids requiring C.O.D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Division; Charles Lindsey phone: (205) 254-2269, fax: (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m. CST, Monday through Friday.

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.

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.

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.

All bids are to be f.o.b. Birmingham, AL; delivered. Any shipping charges must be factored into the bid price. The City will not pay extra shipping charges on invoices.

The City will generally order quantities in lots of 1000 every other month. Larger orders will of course last longer. Heavy usage will result in more frequent orders. The City as a rule will order whole count units (cases, boxes, etc.) whenever possible. No vendor should round up or down quantities ordered by the City without first receiving approval to do so.

# SPECIFICATIONS FOR DRUG TESTING KITS WITH TEMPERATURE STRIP CUPS

## GENERAL:

The City reserves the right to terminate any line item(s) and seek new bids as described in paragraph 5 on page 2 at any time the City determines that the product(s) being supplied is/are failing to perform satisfactorily.

Any quantities or amounts used in this bid are estimates to be used for evaluation purposes only. The quantities listed are approximate and are not guaranteed to be a minimum or maximum as to the City's actual usage during the one (1) year term of the contract. The City will order products on an as needed basis during the term of the contract. 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.

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.

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.

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 future bids submitted by the vendor for a period of time to be determined by the City. The City reserves the right to seek new bids on all terminated items as described in paragraph 5 on page 2.

Any bid submitted must be accompanied by catalogs, brochures, and/or specification sheets which will adequately demonstrate the items being bid meet or exceed the given specification.

**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 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.**

**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.**

**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 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.**

**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.**

**DRUG TESTING KIT SPECIFICATIONS:**

<b>10 Panel Drug Screen</b>		
10 Panel ProScreen Dip or equal screening device for the simultaneous, qualitative detection of multiple drugs and drug metabolites (coc/m-amp/thc/mtd/mdma/opi/oxy/pcp/bar/bz) in human urine.		
One step.		
Rapid, Result time: available in 5 minutes.		
No refrigeration needed.		
Shelf life of 12-18 months.		
Simple dip and read procedure.		
Results can be photocopied.		
	Compounds tested	Cut-Off
coc	Cocaine	300 ng/mL
m-amp	Methamphetamine	1000 ng/mL
thc	Marijuana	50 ng/mL
mtd	Methadone	300 ng/mL
mdma	Methylenedioxymethamphetamine	500 ng/mL
opi	Opiate	300 ng/mL
oxy	Oxycodone	100 ng/mL
pcp	Phenylclidine	25 ng/mL
bar	Barbituates	300 ng/mL
bz	Benzodiazepines	300 ng/mL

<b>K2/Spice (9 Compound)</b>		
One step		
Rapid, Result time available in 5 minutes		
No refrigeration needed.		
Shelf life of 12-18 months.		
Simple dip and read procedure.		
	Compounds tested	Cut-Off
JWH-018	5-pentanoic acid metabolite	25 ng/ml
JWH-018	N-4-hydrooxypentyl	2 ug/ml
JWH-073	4-butanoic acid metabolite	25 ng/ml
JWH-019	6-hydrooxypentyl	2 ug/ml
JWH-019	5-hydrooxypentyl	2 ug/ml
JWH-210	N-(5-carboxypentyl) metabolite C26H25NO3	300 ng/ml
JWH-398	N-pentanoic acid metabolite	200 ng/ml
MAM2201	N-pentanoic acid metabolite	100 ng/ml
RCS-4	N-(5-carboxypentyl) metabolite C21H21NO4	750 ng/ml

<b>Urine Collection Cup</b>
90 ml collection cup with temp strip.
Sterile container with tamper evident seal.
Label to identify donor.
With lids
Note: Vendors are asked to provide a price on the bid form for individual cups in the event the City needs extra.

## BID FORM

William E. Caffee  
Assistant Purchasing Agent  
Birmingham, Alabama

Submitted below is my firm bid for drug testing kits for one (1) year with month to month extensions thereafter upon mutual consent of both parties in accordance with your invitation to bid and specifications dated May 19, 2017. Prices quoted are f.o.b. Birmingham, AL or as otherwise noted, and I am bidding in accordance with specifications except as listed below.

Approx. Annual Quantity	Item	Price	Total Price
5,000	10 panel ProScreen Dip (coc/m-amp/thc/mtd/mdma/opi/oxy/pcp/bar/bz) with temp strip cups and lids or equal	\$	\$
5,000	K2 Spice (9 Compound) Rapid Test with temp strip cup and lids	\$	\$
500	Urine collection cups with temp strip and lids	\$	\$
		Grand Total	\$

**BID FORM, cont'd**

**Drug Testing Kits**

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.

**EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)**

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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

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Terms of Payment

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Delivery Date

**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)**