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|--|--|---|--------------------------|---------------|------------|---------------|----------------|-----------|--|--|--|
| | CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403 | PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401 | INVITATION TO BID | | | | | | | | |
| BID TITLE DRUG TESTING SUPPLIES | | | BID NO. 3010-051426-1 | | | | | | | | |
| PAGE 1 OF <u>10</u> PAGES | BIDS WILL BE OPENED AT 10:00 AM CST ON MAY 14, 2026, IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30) DAYS</u> AFTER SUCH DATE & TIME. | | ISSUE DATE 04/24/2026 | | | | | | | | |
|  <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">JOSEPH EATMON, SR.</td> <td style="width: 50%;">KIP TYNER</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>JOHN FAILE</td> </tr> <tr> <td>RICHARD HENRY</td> <td>CASSIUS LANIER</td> </tr> <tr> <td>LEE BUSBY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> AMANDA GANN</p> | | JOSEPH EATMON, SR. | KIP TYNER | RAEVAN HOWARD | JOHN FAILE | RICHARD HENRY | CASSIUS LANIER | LEE BUSBY | | <p>Vendor Information (SECTION TO BE COMPLETED BY VENDOR)</p> <hr/> <p>Company Name (Please Print)</p> <hr/> <p>Phone Number Point of Contact</p> <hr/> <p>Email Address</p> | |
| JOSEPH EATMON, SR. | KIP TYNER | | | | | | | | | | |
| RAEVAN HOWARD | JOHN FAILE | | | | | | | | | | |
| RICHARD HENRY | CASSIUS LANIER | | | | | | | | | | |
| LEE BUSBY | | | | | | | | | | | |

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BIDS

- (a) All bids must be sealed, which means a bid must be enclosed in an envelope or package that is securely closed, not viewable without opening, and labeled as instructed. The envelope must be sealed in a way that reveals any tampering. If using an outer shipping package, the inner envelope must still be sealed and clearly labeled.
- (b) See INSTRUCTIONS TO BIDDERS for detailed instructions about submitting a sealed bid. Telegraphic bids will not be considered.

4. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid, or if,
 - 2. The bid does not strictly conform to the law or requirement of bid, or if,
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

GENERAL CONDITIONS OF INVITATIONS TO BID, CONTINUED**5. WITHDRAWAL OF BIDS**

- (a) Bids may not be withdrawn after the time set for the bid opening.
- (b) Bids may be withdrawn prior to the time set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

8. DISCOUNTS

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

9. SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
- (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
- (c) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (d) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.
- (e) The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to one (1) year for a total maximum contract term of two (2) years. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.
- (f) Eligibility for Price Adjustment - The City may consider a price adjustment under this contract solely due to a change in tariffs imposed by a governmental authority that directly impacts the cost of a product or a clearly defined component part thereof and only if the vendor fulfills all of the City's conditions and requests for information and documentation. To be eligible for consideration, the request for a price adjustment and the net change in cost attributable to the tariff must exceed five percent (5%) of the total contract price. Adjustment Limitations - Any price adjustment granted under this provision shall be limited to the lesser of: (i) Twenty percent (20%) of the original contract price, or (ii) One-half (50%) of the net increase caused by the tariff. Basis Date for Tariff Adjustment Evaluation - The basis date for evaluating eligibility for tariff adjustments shall be as follows: The latest of five (5) days prior to the bid submission date, proposal submission date, or the date of receipt for the best and final offer, as indicated on the appropriate basis form. Tariff Adjustment Requests - All requests for tariff price adjustments must meet the following requirements:
 - a. **Written Submission:** Requests must be submitted in writing, with a comprehensive cost breakdown detailing how the tariff has affected the total cost of the finished product.
 - b. **Proof of Tariff Payment:** Requests must include official importer receipts or customs documentation demonstrating proof of tariff payment, including the transaction date.
 - c. **Direct Impact Evidence:** Requests will only be considered if they clearly demonstrate that the tariff directly impacts the goods or components being purchased under this contract.
 - d. **Approval Requirement:** All tariff-related price adjustments are subject to the City's sole discretion. Written approval from the City is required prior to implementing any price change. No adjustment will be considered valid until such written approval by the City is provided.

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GENERAL CONDITIONS OF INVITATIONS TO BID, CONTINUED

11. DELIVERY

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.

12. CONDITION OF MATERIALS AND PACKAGING

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s). Bidders must be eligible to do business in the State of Alabama pursuant to Title 10A of the Code of Alabama. Contract award to purchase the materials covered in this Invitation to Bid and the purchase contract shall be construed and governed by the laws of the State of Alabama and each party hereto agrees to be subject to the jurisdiction of the courts if the State of Alabama.

15. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

16. COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

17. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

18. TERMINATION

Termination for Convenience. The City may, at its sole discretion and for its convenience, terminate this Agreement in whole or in part at any time by providing written notice to the Contractor.

Termination for Cause. The City may terminate this Agreement, in whole or in part, if the Contractor fails to perform or comply with any material requirement. The City will provide written notice.

PLEASE CONTINUE READING THE NEXT PAGE

SPECIAL CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.

ADDENDUM

Any addenda issued for this bid will be posted on the City of Tuscaloosa website at <http://www.tuscaloosa.com/bids>. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

HOW TO ASK QUESTIONS

Any questions concerning the bid process and/or specifications should be directed to <https://bit.ly/ContactPurchasing>.

BRAND REFERENCES & EQUIVALENTS

- **Brand References** – Brand names and model numbers are descriptive only, unless specifically stated as restrictive.
- **Equivalent Items** – Bids offering equivalent items of equal quality will be considered if the bid clearly describes the article and explains any differences.
- **Required Documentation** – Descriptive literature, manufacturer specifications, and any supplemental comparison data must be submitted with the bid; referencing prior submissions on file will not satisfy this requirement.
- **City Review** – City personnel will determine whether an item meets specifications. Failure to provide the required documentation may result in rejection.
- **Exceptions** – Any exceptions must be detailed on the bidder's letterhead and attached to the bid.

NOTICES AND CONTRACT REPRESENTATIVE

Upon awarding the contract, the following individual will serve as the designated point of contact. The designated point of contact will oversee and facilitate Contract administration and compliance and scheduling coordination.

For City of Tuscaloosa:

Name: Jessica Steward

Title: Court Administrator

Email: jsteward@tuscaloosa.com

Phone: 205-248-5338

Physical/Mailing

2122 Gary Fitts Street

Tuscaloosa, AL 35401

Important: *This information is for use **after the bid award**. During the bid submission and evaluation process, all inquiries must follow the communication procedures outlined herein. Unauthorized communication with City employees outside this process may result in bid disqualification.*

QUANTITIES

Quantities are estimates only and are not a commitment to buy. Orders will be made on an as-needed basis.

DELIVERY

Inside delivery to Tuscaloosa Municipal Court, 2122 Gary Fitts Street, Tuscaloosa, AL 35401.

Failure to deliver products as specified or failure to meet promised delivery dates may constitute sufficient grounds for cancellation.

Delivery timelines may be adjusted due to documented global supply chain disruptions beyond the awarded bidder's control.

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SPECIAL CONDITIONS

INVOICING

Payment terms of Net30. Invoices shall be emailed to accountspayable@tuscaloosa.com and must include:

- Vendor name and address
- Purchase Order (PO) number
- Unique invoice number and invoice date
- Detailed description of goods provided
- Total invoice amount

PREPAYMENT, DEPOSITS

No prepayments, deposits, or down payments will be made prior to receipt of goods. Payments are made only after goods/services are provided to the City and correct invoices have been received.

LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders do not need a City of Tuscaloosa Business License, Certificate of Authority from the Alabama Secretary of State, nor E-Verify certification to submit a bid, but will need to provide this information (as applicable) prior to issuance of Purchase Order. Upon notification of award, the successful bidder will have 10 business days to provide requested compliance documents. Failure to obtain and maintain these requirements through contract term may result in rescinding of bid award and/or contract termination.

Awarded bidder may be required to obtain a City of Tuscaloosa business license to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City’s Revenue Division at (205) 248-5200. Failure to obtain and maintain the required city business license(s) may result in rescinding of bid award and contract termination.

If the successful bidder’s principal place of business is out-of-state, vendor may be required to have Certificate of Authority to do business in the State of Alabama from Secretary of State prior to issuance of Purchase Order. Vendors are solely responsible for consulting with Secretary of State.

Successful bidder’s may be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <https://immigration.alabama.gov/>.

DEFECTIVE OR NONCONFORMING PRODUCTS

All products furnished shall be new, first-class, free The pfrom defects and conform to the specification of this IFB. In the event any product or batch/lot is found to be defective, inaccurate, or nonconforming, the Awarded Bidder shall, upon notification, promptly replace the affected products at no cost to the City (includes shipping, handling, and any associated costs).

PLEASE CONTINUE READING THE NEXT PAGE

INSTRUCTIONS TO BIDDERS

Bid Submission Requirements

1. **Completed Bid Forms** – Use the forms included herein to submit your response.
 - a. Use the provided fillable PDF version of the bid forms.
 - b. All forms must be completed in full and returned in the original format. Do not reformat, rearrange, or recreate the bid forms.
 - c. Each page that requires a signature must be signed by an authorized representative.
 - d. Signature fields are intentionally not prefilled in the PDF. It is the bidder's responsibility to sign each applicable page after completing the fillable fields.
 - i. Acceptable methods include wet ink (handwritten) or a verified digital signature.
 - ii. Typed names without authentication are not sufficient.
 - e. Bids that are incomplete, unsigned, or submitted with altered forms may be deemed non-responsive and rejected.
2. **Supporting Documentation** – Include any technical literature, specifications, or other documentation as outlined in this IFB.
3. **Additional Required Items** – Submit any other required items, such as forms, samples, or documents requested in this IFB.
4. **W-9 Form** – Include a completed and signed IRS Form W-9. A blank template is available at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
5. **Acknowledged Addenda** – If applicable, include all completed and signed addenda.
 - a. *It is the bidder's responsibility to monitor the City's official website for issued addenda.* www.tuscaloosa.com/bids
6. **Bid Submission Methods and Bid Envelope Instructions as detailed below MUST be followed.**

Bid Submission Methods

Bidders must choose one of these four bid submissions listed below:

1. Electronic Submission

Bidders may submit complete bid packages as PDF files at: www.centralbidding.com.
For technical assistance, contact Central Bidding at (225) 810-4814 or support@centralbidding.com.

2. Commercial Delivery Service (e.g., UPS, FedEx, DHL)

Bidders may submit sealed bids using a commercial delivery service (e.g., UPS, FedEx, DHL).

Physical Delivery Address for Commercial Delivery Service

Amanda Gann, Purchasing Agent
City of Tuscaloosa
2201 University Boulevard, Tuscaloosa, AL 35401

3. Delivery by USPS Mailing Method

*****Important Note on USPS Mailing Method:**

Do not use standard USPS First-Class or regular stamped mail. Bids submitted this way will not be accepted.

*If using the U.S. Postal Service, the bidder **MUST SELECT** a USPS service that includes both tracking and signature confirmation (e.g., Priority Mail with Signature Confirmation).

*The City is not responsible for misrouted or delayed USPS mail, and late submissions will not be accepted under any circumstance.

Mailing Address for USPS is different than the other delivery methods. Address for USPS delivery is

Amanda Gann, Purchasing Agent
City of Tuscaloosa
PO Box 2089, Tuscaloosa, AL 35403

4. Hand Delivery

Bidders may hand-deliver sealed bids to the security desk at the City Hall complex. Entry is located on the 4th level of the Intermodal Facility parking deck, accessible from 7th Street beside Government Plaza. Security will notify Purchasing staff.

Hand Delivery Address

Amanda Gann, Purchasing Agent
City of Tuscaloosa,
2230 7th St, Tuscaloosa, AL 35401

INSTRUCTIONS TO BIDDERS CONTINUED ON NEXT PAGE

INSTRUCTIONS TO BIDDERS, CONTINUED

Bid Envelope Instructions

1. Outer Envelope Labeling Requirements
 - a) Outer Envelope **MUST HAVE THE WORD "BID"** prominently displayed somewhere on the outside envelope
 - b) Outer Envelope **MUST HAVE** Bidder's name and address
 - c) Outer Envelope **MUST HAVE** Bid Title (found on Page 1 of this document)
 - d) Outer Envelope **MUST HAVE** the Date and Time of the Bid Opening (found on Page 1 of this document or as revised by an issued Addenda)
 - 2) **Additional Notes**
 - a) One bid per sealed envelope
 - b) Allow adequate delivery time
 - c) Improperly packaged, labeled, or misrouted envelopes may result in bid rejection
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Bid Opening

The bid opening is open to the public and may be attended in person.

- Bids will be publicly opened and read aloud at the date, time, and location specified on Page 1 of this IFB (or as amended via addendum).
- Only the names of bidders and total base bid amounts (if applicable) will be announced at the opening. Detailed evaluations or award decisions will not be made at that time.
- Bids received after the official deadline will be marked late and returned unopened.
- Bidders are responsible for ensuring that their bids are received by the deadline. No exceptions will be made for late deliveries regardless of the cause.

Bid results will be:

- Posted as a preliminary bid tabulation on the City's website following the opening, which are advertised at www.tuscaloosa.com/bids.

Any changes to the bid submission deadline or opening schedule will be issued through a formal Addendum, which are advertised at www.tuscaloosa.com/bids. Bidders are responsible for monitoring the website for updates.

PLEASE CONTINUE READING THE NEXT PAGE

SPECIFICATIONS

INTRODUCTION

This Invitation to Bid is for the purchase of point of care urinalysis cups to be used for court referral screening.

During the term of this contract, the City reserves the right to consider additional or alternate drug testing products within the same general scope of this solicitation, including alternate testing configurations, should testing requirements change.

DETAILED MINIMUM SPECIFICATIONS

- New, Unused, First-Class Condition, Not a Prototype
- Cup measurements: Opening at top at least 2.5"
- Size: approximately 3.5 oz (100 mL)
- Leak-proof, screw-on lid
- Temperature indicator (either the degrees, or a normal range indicator)
- Results can be read in 5 minutes or less
- Individually wrapped and packaged with Lot/Batch Numbers
- Shelf life at least 1 year from ship date
- Test strips integrated into the cup, no separate strips that need to be "dipped"
- All test strips must include a control and test feature to confirm the test is functioning correctly
- Panel cup must test for these:
 - Alcohol
 - Amphetamine
 - Benzodiazepine
 - Cocaine
 - Methamphetamine
 - Marijuana
 - MDMA (3,4-methylenedioxymethamphetamine)
 - Oxycodone

PLEASE CONTINUE READING THE NEXT PAGE

BIDDER'S RESPONSE FORM

PROPOSAL PRICING

The unit price provided in the bid response form shall remain firm and fixed regardless of whether the actual ordered quantity is more or less than the estimated quantity indicated in the bid form below.

Bid price should not exceed two (2) decimal places (i.e. \$2.50).

Bid prices shall include delivery to the location provided. There shall be no fuel surcharges, loading or unloading fees, or other shipping or delivery fees added.

PRODUCT DOCUMENTATION

Bidders shall submit the manufacturer's product specification sheet, cut sheet, and/or packer insert (Instructions for Use) for all product offered in order to demonstrate compliance with the specifications. **Failure to provide adequate documentation may result in the bid being deemed non-responsive.**

| Disposable Urine Collection Cups | | | | |
|----------------------------------|---|--|--------------------------|------------------------------------|
| Line Item | Estimated Annual Quantity | Must indicate manufacturer, brand, trade name, catalog number, item description of item offered. | Total Bid Price Each Cup | State Packaging Cup/Units per Case |
| 1. | 5,500 cups | | | |
| Line Item | Description | | Response | |
| 2. | Does bid meet all specifications? Yes/No is required by the bidder. If No response, bidder must include with their bid a full explanation of all exceptions. | | | |
| 3. | Delivery Period Enter total number of calendar days from Receipt of Order (ARO). Response is required by bidder. | | | |
| 4. | Country of Manufacture Disclosure The bidder shall identify the country of manufacture.. Failure to provide this information may be considered in determining bid responsiveness. | | | |

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BIDDER'S RESPONSE FORM, CONTINUED

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting.

| COMPANY INFORMATION | | | |
|------------------------------|--|----------------------|--|
| Company Name | | | |
| Full Street Address | | Full Mailing Address | |
| Federal Tax ID Number (FEIN) | | DUNS Number | |
| Company Website | | | |

| Authorized Person Submitting this Bid | | | |
|---------------------------------------|--|----------------------|--|
| Name | | Title | |
| Phone | | Cell Phone | |
| Email | | Full Mailing Address | |
| Signature | | | |

| Remittance For Payment | | | |
|----------------------------|--|-------|--|
| Company Name | | Phone | |
| Email Address | | | |
| Full Remit Mailing Address | | | |

Note: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.