



**2601 Carson Road  
Birmingham, Alabama 35215-3098**

**Bid Invitation #20-013  
Bid for High-Flow Oxygen Therapy Delivery Device**

<b>Bid Opening Date:</b>	July 23, 2020
<b>Bid Opening Time:</b>	3:30 P.M.
<b>Bid Opening Location:</b>	George Wallace Hall Room #115
<b>Submit bid proposal to:</b>	Jefferson State Community College JSCC Bid #20-008 Attention: Ann Cimalore George Wallace Hall Room #100 2601 Carson Road Birmingham, Alabama 35215

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# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. *"All bids shall be sealed when received"* (Alabama Code § 41-16-54). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
2. Bids must be received prior to bid opening date and time. Late bids will not be considered.
3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
4. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
5. Jefferson State Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in a manner which appears to be in the best interest of Jefferson State Community College. Bids may be awarded to multiple bidders.
6. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
9. The responsibility of determining the acceptability of any products offered rests solely with Jefferson State Community College.
10. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)
11. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
12. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
13. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set-up as requested in the bid
14. All bidders are required to complete a Disclosure Statement. Act 2002-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the college.
15. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. The Alabama Immigration Law Compliance Documents are included in the bid proposal.
16. All bids must be notarized.
17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Ann Cimalore, Financial Services, 2601 Carson Road, Birmingham, AL 35215-3098, at least seven (7) days prior to bid opening. Questions can also be submitted via email at [purchasing@jeffersonstate.edu](mailto:purchasing@jeffersonstate.edu). Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.
18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.
19. Bid prices are to remain in effect from award date July 2020 through, June 30, 2021.
20. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. JSCC and the vendor must agree in writing for the contract extension.
21. Jefferson State Community College may cancel this agreement at any time with 30-day written notice.
22. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.
23. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.
24. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
25. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

26. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Jefferson State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Jefferson State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Jefferson County, Alabama.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
28. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
29. As an entity of the State of Alabama, the parties recognize and agree that Jefferson State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
30. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
31. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
32. Jefferson State Community College reserves the right to purchase according to availability of funds.
33. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
34. Jefferson State Community College will not accept prepay terms for the items and services in this bid.
35. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

## **NONRESIDENT BIDDER INFORMATION**

### **Public Works Bids**

Section 39-3-5 of the Alabama Code provides as follows:

§ 39-3-5. Preference to resident contractors in letting of certain public contracts required; reciprocity.

(a) In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident.

(b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

(c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p.348.)

### **Personal Property or Contractual Services Bids**

Section 41-16-57 of the Alabama Code Provides as Follows:

(b) The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:

(1) The governmental body can document to the satisfaction of the State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.

(2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.

(3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

## **VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE**

### **Certification Pursuant to Alabama Act Number 2006-557**

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local sales, us, and/or lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act Number 2006-557,** they are not barred from bidding or entering into a contract pursuant to 41-4-116 and acknowledges that the awarding authority may declare the contract void if the certification is false.

**“In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”**

## ACKNOWLEDGEMENT OF RECEIPT FORM REQUESTS FOR BID #20-013

In acknowledgement of receipt of the Request for Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents and ending with Page 16.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on **July 17, 2020**. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm \_\_\_\_\_

Represented by \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_

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

Address \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**(Must Circle One)** Firm **does or does not** intend to respond to this Request for Bid.

The following name and address must be used for all correspondence related to the Request for Bid.

Jefferson State Community College  
Attention: Ann Cimalore  
2601 Carson Road  
Birmingham, Alabama 35215-3098

**Form may be faxed or emailed to the attention of Ann Cimalore**

**FAX# 205-856-7781**

**Email address:** [acimalore@jeffersonstate.edu](mailto:acimalore@jeffersonstate.edu)

**Bid Specifications for JSCC Bid #20-013  
For High-Flow Oxygen Therapy Delivery Device**

1. Dimensions: Height 11.5" (300mm), width 8" (200mm), depth 7" (180mm), excluding IV pole clamp and gas filters.
2. Weight: 10.6lb (4.81Kg) without disposable patient circuit
3. Circulating Water Volume: 400 ml approx. including delivery tube and cartridge.
4. Mounting: Rear mounted clamp fits IV poles up to 1.5" (38mm) diameter.
5. Gas Connections: Standard DISS non-interchangeable fittings for medical air and oxygen.
6. Washout of upper airway dead space
7. Reduction of work of breathing (WOB) through provision of adequate flow
8. Improvement of lung mechanics through adequately humidified and warmed gas
9. Provision of mild distending pressure
10. High velocity flow delivery methodology
11. Membrane humidification
12. Triple lumen delivery tube
13. Designed to work with a small-bore cannula
14. Built in oxygen/air blender
15. Built-in electronic flowmeters and controllers
16. Self-testing and self-calibrating
17. Internal battery backup maintains flow and oxygen percentage for at least 15 minutes if AC power is cut off. Battery recharges in 2 hrs.
18. All internal sensors are self-calibrating and self-monitoring
19. Single button starts and stops the device

20. Temperature, flow and oxygen percentage are adjusted via a single setting control knob on the front panel
21. All values and alarms displayed in a single large color-coded panel
22. Flow range 1-40 L/min
23. Oxygen percentage is fully adjustable from 21 to 100% when two 40 psi (276 kPa) gas sources are used
24. Inlet gas pressure range is 4-85 psi (28-586 kPa)
25. Single gas operation detects inlet gas pressure and blends flow based on demand required and available supply. Supply pressure determines FiO<sub>2</sub> and delivered flow; if demand exceeds supply an alarm sound.
26. At low gas inlet pressures, maximum flow rate and oxygen percentage settings are automatically reduced to match the inlet pressure
27. Automatically senses cartridge type: maximum flow setting is automatically reduced if low flow cartridge is installed
28. Warm-up time less than five minutes
29. Sterile water supply is connected to the disposable water path using a standard spike



**Bid Transmittal for JSCC Bid #20-013  
for High-Flow Oxygen Therapy Delivery Device**

**High-Flow Oxygen Therapy Delivery Device:** \_\_\_\_\_

**JSCC Bid: #20-013**

**Date:** \_\_\_\_\_

The undersigned agrees to furnish to Jefferson State Community College and deliver the above in complete accordance to specifications herein listed and at the above listed prices. The undersigned also has the authority to enter this agreement.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Collusion/Fraud Statement

I certify that I have read the General Conditions and Instructions to Bidders of the bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

\_\_\_\_\_  
Name of Company (please type or print in ink)

\_\_\_\_\_  
Authorized Signature (sign in ink)

\_\_\_\_\_  
Complete Address for Mailing Purchase  
Order and Payment

\_\_\_\_\_  
Typed/Printed Name of Signature Above

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

\_\_\_\_\_  
Title (please type)

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

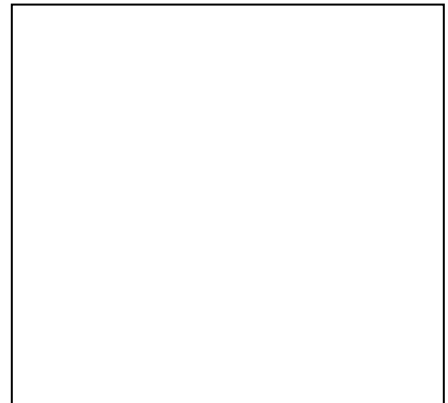
\_\_\_\_\_  
Fax Number

## NOTARIZATION

Sworn and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*Notary Public Signature*

\_\_\_\_\_  
*My commission expires (date)*



## MINORITY INFORMATION

If this business is minority owned, please list the qualification status below:

\_\_\_\_\_

## Immigration Compliance

**By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration 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 this agreement and shall be responsible for all damages resulting therefrom.**

**JSCC Bid #20-013**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Company (please type or print in ink)

\_\_\_\_\_  
Authorized Signature (sign in ink)

\_\_\_\_\_  
Title (please type or print in ink)

\_\_\_\_\_  
Typed/Printed Name of Signature

## **VENDOR DISCLOSURE STATEMENT**

### **Vendor Disclosure Statement Information and Instructions**

Act 2002-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2002-955.

Pursuant to Act 2002-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

### **Definitions as Provided in Act 2002-955**

**Family Member of a Public Employee** - The spouse or a dependent of the public employee.

**Family Member of a Public Official** - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

**Family Relationship** - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

**Person** - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than

lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice chair, or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

### **Instructions**

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*