



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

February 24, 2015

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #15-19

Sealed bids for fire suppression system repairs on heavy equipment 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 26, 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.

All quotations 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 either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$500.00. 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. 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 - FIRE SUPPRESSION SYSTEM REPAIR ON HEAVY EQUIPMENT - 2:00 P.M., 03/26/15**". 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 TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to 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 26, 2015. Bids received after this time will not be considered.


W E Caffee, Assistant Purchasing Agent

aj
B.N. 03/04/15

SPECIFICATIONS FOR THE SUPPLY OF FIRE SUPPRESSION SYSTEM REPAIRS AND REMOVAL & INSTALLATION OF PANS, PANELS, AND SCREENS

GENERAL:

The City of Birmingham is seeking bids for an annual contract for the maintenance and repair of fire extinguisher systems on its heavy equipment. This bid will include all existing systems and any future systems the City of Birmingham may acquire. 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 contract will consist of two sections. "Section One" shall include all material and labor relating to the fire system itself. "Section Two" shall include all labor and material required for the removal of equipment belly pans and any other services required to repair or install the fire systems. **Bidders are not required to bid both parts of the contract to be eligible for award.** Services will be coordinated through the successful fire system vendor. The City of Birmingham's Department of Equipment Management will coordinate the activities of the successful system vendor. Award will be based on the lowest priced, responsive, responsible bid submitted per individual line item (per section).

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 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 twelve (12) months of the contract. Labor rates will remain firm for the life of the contract.

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.

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 check shall be forfeited.

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 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 service, item(s) and/or product line(s) being supplied is/are failing to perform satisfactorily.

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).

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.

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'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.**

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 Phillip Hyche, at 431 6th Avenue South at 205-254-6510, between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday.

DETAILED SPECIFICATIONS:

This contract shall cover approximately ten (10) active primary pieces and three (3) backup secondary pieces of heavy equipment of various design and size located through out the City at various sites.

The quantities on the Bid Form are **estimated annual usages for evaluation purposes only**. Services and merchandise shall be ordered as requirements dictate. The City does not guarantee any specific quantity or dollar value of goods and/or services to be purchased during the life of the contract. The City shall be allowed to order at any time, in any quantity during the life of this contract.

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with a maximum of \$1,000,000.00 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, \$1,000,000.00 property damage or combined single lime of \$1,000,000.00; (iii) professional liability of \$1,000,000.00 limit for claims arising out of professional services caused by contractor's errors, omissions or negligent acts; and (iv) Workman's Compensation coverage in an amount adequate to comply wit the statutory requirements. The City's bid number (15-19) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual polices. These insurance requirements are in addition to and do not affect any indemnification of the Contractor therein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result form the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Indemnification: 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 or 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.

Safety: The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

The City of Birmingham shall reserve the right to cancel the contract(s) with a thirty (30) day notice to the vendor(s) for any of the following:

- A: Failure to perform quality work or causing damage to any equipment being repaired or serviced.
- B: Failure to provide first line, first quality system products.
- C: Failure to provide a reasonable and rapid response to any request from the City of Birmingham to repair a given piece of equipment. The maximum response time shall be no greater than four (4) hours once the request is given to the vendor. This clause applies only to the unscheduled failures.
- D: Failure to provide adequate personnel, equipment, inventory availability, as well as inadequately trained personnel to properly make any and all repairs and services.
- E: Failure to adhere to the bid discounts on parts and supplies as well as the labor costs bid on this contract(s).

The City of Birmingham reserves the right to inspect any potential vendor's equipment, inventories, personnel, locations, etc. to verify that potential vendor(s) has/have the ability to properly service the City's requirements.

SECTION ONE: FIRE SYSTEM REPAIRS

All existing extinguisher systems are of the Ansul 101 Dry chemical, one, two, or three bottle check fire electronic detection variety. At this time, any future system installations are to be of the same type. Only authorized Ansul service and repair dealers will be considered.

Routine inspections of systems are to be based on a quarterly (3 months) basis for active primary equipment and a semi-annual (6 months) inspection for backup secondary equipment. A list of each equipments operating status will be supplied to the successful bidder by the Department of Equipment Management, (D.E.M.). D.E.M. will provide updates as equipment status changes. D.E.M. will provide quarterly and semi-annual inspection calendar dates to the successful bidder. Contact (Jason Smith, Supervisor at (205) 254-6394).

Quarterly and semi-annual inspections of equipment are to include a complete inspection of the fire suppression system and operation and noted on the Vehicle Fire Suppression System Inspection Report (see page 8 & 9), and turned into D.E.M. (via email or fax) including all repairs, replacement parts, and recharging etc. This is for systems with dry powder chemical only.

This contract will also cover any and all day-to-day system failures. Response time to any system failure is not to exceed four (4) hours. Failure to maintain adequate response time may result in the cancellation of this contract with a thirty (30) day written notice and the seeking of new bids. Should termination of this contract 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

Warranty on all system repairs and recharging is to be a minimum of five (5) working days or forty (40) hours of machine time whichever occurs first. Manufacturer's warranty will cover all system hard parts. Statements of the bidder's and manufacturer's warranty are to be included with all bids.

Bids on systems are to consist of a flat rate for labor, a flat rate of dry chemical recharge, and the amount of discount from list price sheets for all hard parts covering all hard parts listed on the Bid Sheet as well as those unlisted. List price sheets for parts are to be included with all bids submitted.

NOTE: Ansul part numbers indicated on Bid Form may have been superseded. If so, cross through shown number and indicate most current number above.

SECTION TWO: LABOR TO REMOVE AND INSTALL PANS, SCREENS, & PANELS

All labor is to be coordinated through the successful fire system vendor.

Labor is to consist of removing, cleaning, and installing all belly pans, screens, and panels as required to service heavy equipment fire suppression systems. As such, only bidders experienced in the field of heavy equipment repairs will be considered. Only bidders, who currently maintain a minimum of two (2) field service trucks, complete with necessary air compressors, burning bottles, arc welding capability, and all other related tools required to perform field service work will be eligible for consideration of award.

Labor is to be provided at the time of the quarterly and semi-annual fire system inspections. Department of Equipment Management will supply quarterly and semi-annual inspection calendar dates to the successful vendor.

This contract for labor services will also cover any and all day-to-day system failures that may occur during operation. Response time to any system failure is not to exceed four (4) hours. Failure to maintain adequate response time may result in the cancellation of this contract with a thirty (30) days written notice and the seeking of new bids. Should termination of this contract 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

Bids for labor are to be based on an hourly flat rate charge for one (1) mechanic and one (1) mechanic helper, a flat rate for mileage if applicable, and a flat rate of overtime for each employee. No additional charges of any nature will be allowed.

Vehicle Fire Suppression System Inspection Report

Customer:	Date:
Vehicle Make:	System Make:
Vehicle Model:	System Type:
Customer Vehicle #:	Cylinder Quantity:

Function:	Notes:
Remove all cartridges, install caps and secure	
Disconnect squib/PAD actuator for service	
Visual inspection of all components	
Check chemical depth in tanks (7.5" max. depth from top of threads on LTA101-30	
Check fill cap gasket & quad ring, lubricate	
Disconnect burst disc assembly, inspect	
Blow down lines with air or nitrogen	
Inspect nozzles for obstruction/proper aiming	
Install all blow-off caps, reconnect burst disc	
Unscrew pneumatic actuators and clean	
Remove, inspect, clean & lubricate 181 gaskets from <u>pneumatic</u> actuators, reinstall or replace if needed	
Weigh cylinder cartridges for proper weight (+/- 1/2 oz. tolerance less shipping caps)	
Reinstall all cylinder cartridges only	
Remove, inspect, clean & lubricate 181 gaskets from <u>manual</u> actuators reinstall or replace if needed	
With actuator cartridges removed, operate manual actuators, lubricate, reassemble	
Reinstall ring pin and visual tamper seals on all <u>manual</u> actuators	
Weigh actuator cartridges for proper weight (+/- 1/4 oz. tolerance less shipping caps)	
Reinstall all actuator cartridges (except M/A)	
If checkfire equipped, DO NOT reinstall cartridge in manual/automatic (M/A) actuator.	
If squib is expired (5 yr. service life) it must be replaced with new pneumatic actuator (PAD)	
Check detection wiring for 4.7k EOL resister	
Record battery date, replace annually	

Function:	Notes:
Measure/record external power on terminals 1 & 2 if applicable	
Jumper terminals 3 & 4 to test first delay, record	
Jumper terminals 3 & 4 to test second delay, record	
Reset checkfire system	
Pull ring pin and operate manual/automatic actuator	
Install ring pin and visual tamper seal on M/A actuator	
Reinstall M/A actuator cartridge	
Reconnect squib/PAD actuator	
Record date on system tag/decal, notify customer of completion and operation status of equipment	

Cylinder Info:

Cylinder 1 serial #/last hydrostatic test date:
Cylinder 2 serial #/last hydrostatic test date:
Cylinder 3 serial #/last hydrostatic test date:
Cylinder 4 serial #/last hydrostatic test date:
Cylinder 5 serial #/last hydrostatic test date:
Cylinder 6 serial #/last hydrostatic test date:

System left in normal operation: Yes / No

If no, explain:

Technician(s):

BID FORM

Mr. William Caffee
 Assistant Purchasing Agent
 City of Birmingham, Alabama

Submitted below is my firm bid for fire suppression system repairs in accordance with your invitation to bid and specifications dated February 24, 2015. Prices quoted are f.o.b. Birmingham, Alabama and I am bidding in exact accordance with the specifications except as listed below.

SECTION ONE: FIRE SYSTEMS

DESCRIPTION	PART NO	UNIT	QTY	PRICE	EXTENSION
Labor Rate	N/A	HR	250		
Chemical	53080	LB	750		
Blow-off Cap	73870	EA	30		
Tank Disc Assy. Bursting Disc	428363	EA	40		
Nozzle	16449	EA	40		
Detection Wire	71230	FT	800		
Electric Detection Sensor	416219	EA	12		
N-2 Cartridge	13193	EA	10		
GRAND TOTAL, SECTION ONE					\$

Amount of discount from submitted Parts Price Sheets _____%

SECTION TWO: LABOR TO REMOVE AND INSTALL PANS, SCREENS, & PANELS

LABOR	UNIT	QTY	LABOR RATE	EXTENSION
Mechanics	HR	200		
Mechanics Helper	HR	200		
Mechanic Overtime	HR	40		
Helper Overtime	HR	40		
Mileage	HR	300		
GRAND TOTAL, GROUP TWO				\$

BID FORM-cont'd

Exceptions to Specifications:

REMINDER: 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, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00.

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.

Bidder acknowledges receipt of _____ addenda. **This page must be returned with bid.**
(addenda numbers)

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)