



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

March 17, 2016

### INVITATION TO BID #16-13

Sealed bids for fire suppression products 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., April 20, 2016 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 bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted on the bid form provided, and all quotations are to be f.o.b. Birmingham, Alabama delivered.

**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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 PRODUCTS – 2:00 P.M., 04/20/16**". 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, DHL, etc.) must be mailed to 710 North 20th Street, 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., April 20, 2016. Bids received after this time will not be considered.

  
W E Caffee, Assistant Purchasing Agent

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Attachments  
B.N. 03/23/16

## SPECIFICATIONS FOR FIRE SUPPRESSION PRODUCTS

### GENERAL:

The City of Birmingham is seeking bids for fire suppression products. The basis of the bid shall consist primarily of any and all fire suppression products used by the City. The City intends to award to the lowest priced, responsible responsive bidder on an individual line item basis. The City makes not guarantee as to the quantity to be purchased for any item bid. Purchase orders will be issued on an as needed basis for all items awarded. 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.

**Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222).**

**Bidders are required to provide an original and two (2) copies of the bid.**

**No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.**

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(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the extension period. 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 will 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. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to immediately receive the benefit of such reduction.

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 shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the item or product line being supplied is failing to perform satisfactorily.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount will be determined a non-responsive bid and will not be considered for award. Any vendor requiring minimum call-out quantities is to indicate such on the bid form.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

The contract(s) shall become effective from the date noted in the Notification of Award letters to be mailed to the successful vendor(s).

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.

Should other fire suppression 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 for the remaining life of this contract.

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

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 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.

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 obligation 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 site by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence or 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.

**Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.**

**The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.**

**Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.**

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

Any questions concerning these specifications should be addressed to the Purchasing Division, phone (205) 254-2265, fax (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m. CDST, Monday through Friday.

Any bid submitted must be accompanied by catalogs, brochures, detailed specification sheets, that will adequately demonstrate the product bid meets or exceeds that specified.

#### **BIDDER COMPLIANCE FORMAT:**

All participating bidders shall mark conspicuously – **compliance or non-compliance with an "X"** in the appropriate column beside each specified item. Those items marked in the **"NO"** column must be explained in detail on the provided **"Exceptions to Specifications"** pages.

BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATIONS FOR ALCOHOL RESISTANT AQUEOUS FILM FORMING FOAM (AR-AFFF)		BIDDER COMPLIANCE	
		YES	NO
<p><b>SCOPE:</b> These specifications shall describe an all synthetic Alcohol Resistant Aqueous Film Forming Foam Solution to be used by our personnel for combating flammable liquid fires of polar solvents and water insoluble hydrocarbon flammable liquids. Protein based solutions are not acceptable.</p>			
I.	Foam shall be designed for use on water miscible polar solvents (alcohol based) and hydrocarbon liquid hazards. Foam shall be applied at a 3% concentration to hydrocarbon products and at a 6% concentration to polar solvents.	_____	_____
II.	The 1%x3% foam shall be applied at a 1% concentration to hydrocarbon products and a 3% concentration to polar solvents.	_____	_____
III.	Foam shall be Underwriters Laboratories (UL) listed for both hydrocarbons and polar solvent liquids. (UL162 Standard for Safety for Foam Equipment and Liquid Concentrates)	_____	_____
IV.	Foam shall be suitable for delivery through a variety of devices which include, but are not limited to aspirated or non-aspirated discharge devices, balanced pressure and in line balanced pressure pump proportioning equipment, around the pump and through the pump proportioned, foam chambers, forcing foam makers, hydro-foam nozzles, water/fog nozzles, sprinkler heads, fixed and portable educators and balanced bladder tank/ratio flow controllers.	_____	_____
V.	There shall be no effect on performance, physical properties, stratification or precipitation caused by freeze/thaw cycles.	_____	_____
VI.	Foam shall be usable with fresh water or water of any hardness.	_____	_____
VII.	Polymeric properties: Provides a membrane like protective layer that forms on polar solvents. The foam blanket and polymeric layer shall remain intact, causing rapid fire extinguishment and vapor suppression.	_____	_____
	Aqueous Film Formation: AR-AFFF shall form an aqueous film which flows quickly over hydrocarbon fuel surfaces causing rapid fire extinguishment and vapor suppression.	_____	_____
VIII.	Foam shall be packaged in 5 gallon pails or 265 to 330 gallon totes. Each container will have a detailed label of contents. Delivery shall be by truck with a hydraulic lift-gate.	_____	_____

**BIRMINGHAM FIRE AND RESCUE SERVICE  
SPECIFICATION FOR FIRE SUPPRESSION AGENT**

**BIDDER  
COMPLIANCE**  
YES NO

This specification shall determine the requirements for Fire Suppression Material for use by the City of Birmingham Fire and Rescue Service.

**1.0 Fire Suppression Agent:**

- 1.1 Fire Suppression Agent shall be classified as a National Fire Protection Agency “Wetting Agent” and “Liquid Foam” Concentrate in one solution.
- 1.2 Fire Suppression Material shall meet or exceed the physical and chemical requirements shown in the following table:

Table 1.2 Physical and Chemical Characteristics	
Physical Property	Requirement
Boiling Point	270° F
Specific Gravity	1.041, water = 1
pH	7.2 to 8.4
Surface Tension	Complies with NFPA 18.
Solubility in Water	Complete
Reactivity with Water	None
Corrosivity	Same as Water
Freeze Harm	None
Expansion Ratio	40:1
Viscosity at 20° C	96 centerpoise
Chemical Family	Non-Ionic Surfactant
Shelf Life	Unlimited
Flash Point	None

- 1.3 Fire Suppression Material shall be a multi-purpose product that has applications as:
  - a. Fire Fighting Medium
  - b. Cooling Medium
  - c. Hazardous Spill Control Medium
  - d. Toxic Smoke Scrubber
  - e. Vapor Sealing Technology for Back Burn Protection.
  - f. Biomediation Medium
- 1.4 Fire Suppression Agent shall be used with standard equipment without requiring special nozzles or tubes. Material can be diluted with fresh, brackish or sea water.

**2.0 Environmental:**

- 2.1 Fire Suppression Material shall be non-hazardous, non-toxic, non-corrosive and fully biodegradable.
- 2.2 Fire Suppression Material shall contain no PFOS, PFOA Hazardous Decompositions or Carcinogens.

<b>BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIRE SUPPRESSION AGENT</b>	<b>BIDDER COMPLIANCE</b>	
	<b>YES</b>	<b>NO</b>
<b>3.0 Certification:</b>		
<b>3.1</b> Fire Suppression Agent shall extinguish all types of Class A, Class B and Class D Fires. Fire suppression agent shall be certified by Underwriter laboratories for Class A and B Fires.	_____	_____
<b>3.2</b> Fire Suppression Agent shall comply with all requirements of NFPA Standard 18, Wetting Agents.	_____	_____
<b>3.3</b> Fire Suppression Agent shall be certified by Underwriter Laboratories for Class A and B Fires.	_____	_____
<b>3.4</b> Fire Suppression Agent shall comply with NFPA Standards 18-2006, UL162, ULC-S564 and UL711, ULC-S508.	_____	_____
<b>4.0 Application Rates:</b>		
<b>4.1</b> Class A Fires: .25% to 1%		
<b>4.2</b> Class B Fires: 3% to 6%	_____	_____
<b>4.3</b> Class D Fires: 6%		
<b>5.0 Composition</b>		
<b>5.1</b> Ingredients shall include Amphoeteric fluorinated copolymer CAS Number 71217; Ethanol CAS 64-17-5 and other propriety ingredients. Color shall be red.	_____	_____
<b>5.2</b> Material shall not solidify, "gum up", or corrode pipes, valves or pumps. A single flushing with water shall clean all systems.	_____	_____
<b>6.0 Manufacturer:</b>		
<b>6.1</b> Material Shall be Fire Aide 2000 as manufactured by Fire Service Plus, Fayetteville, Georgia or equivalent.	_____	_____
<b>7.0 Packaging:</b>		
<b>7.1</b> Material shall be packaged in 55 gallon drums, 265-330 gallon/tote, and five (5) gallon pails.	_____	_____
<b>7.2</b> Delivery shall be on a truck with a hydraulic tailgate. Delivery by truck without a hydraulic tail gate shall be rejected.	_____	_____

**BID FORM**

W. E. Caffee  
 Assistant Purchasing Agent  
 Birmingham, Alabama

Submitted below is my firm bid for fire suppression foam for the City of Birmingham, in accordance with your invitation to bid and specifications dated March 17, 2016. Prices quoted are f.o.b. Birmingham, Alabama delivered and I am bidding in accordance with specification except as listed below.

<b>Approx. Qty.</b>	<b>Description</b>	<b>Mfr/Brand</b>	<b>Unit Price</b>	<b>Extended Total</b>
25	5 gallon containers AR-AFFF 3%-6% (3x6) foam concentrate		/5 gal	
25	5 gallon containers AR-AFFF 1%-3% (1x3) foam concentrate		/5 gal	
1	265-330 gallon/tote AR-AFFF 1%-3%. Must state size of tote bid _____ gal/tote		/gal	
25	5 gallon containers Fire Suppression Agent (Fire Aide 2000 or equivalent)		/5 gal	
4	55 gallon containers Fire Suppression Agent (Fire Aide 2000 or equivalent)		/55 gal	
1	265-330 gallon/tote Fire Suppression Agent (Fire Aide 2000 or equivalent). Must state size of tote bid _____ gal/tote		/gal	
<b>Grand Total</b>				<b>\$</b>

**BID FORM-cont'd**

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 SPECIFICATION: (use extra pages if necessary)**

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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)**