CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER **MAY 16, 2022**
CARMEN JONES, PURCHASING AGENT **ITB: 22-74**

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**Bid #22-74 (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**FIRE SUPPRESSION PRODUCTS**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Aisha Johnson, Senior Buyer Purchasing Division 710 North 20th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

BID DUE DATE:	**BID OPENING DATE:**
Tuesday, June 7, 2022 by 5:00 P.M. **(Central Standard Time)**	**Wednesday, June 8, 2022 at 11:00 A.M.** **(Central Standard Time)**

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 Work, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Aisha Johnson at aisha.johnson@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the "Bid Due Date" may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

RELEASED BY:

Aisha Johnson Carmen Jones

aj
B.N. 05/25/22

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Sealed bids marked **"Fire Suppression Products",** will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **TUESDAY, JUNE 7, 2022.** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 11:00 A.M. on WEDNESDAY, JUNE 8, 2022.

In the effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled **Work** then click on **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal for two (2) additional one-year terms, contingent upon Council approval. **The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.**

ADDENDA

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

It is required for any contract exceeding $10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds $10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of $500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered. 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 **"Fire Suppression Products, 5:00 P.M., 06/07/2022."** Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

Carmen Jones, Purchasing Agent

aj
B.N. 05/25/22

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INVITATION TO BID

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, responsive, responsible 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.

Bidders are required to provide an additional two (2) copies of their original bid with their package.

PRICING ESCALATION/DE-ESCALATION

The City of Birmingham may take into consideration an Economic Price Adjustment. All prices offered shall be firm against any increase for twelve (12) months from the effective date of the contract. Sixty (60) days prior to renewal, the City of Birmingham may entertain a request for escalation in accordance with the most recently published consumer price index. Each successive renewal option will be treated in the same manner. the City of Birmingham reserves the right to accept, reject, or negotiate the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase. This clause also enables the City of Birmingham to seek de-escalation on the same terms.

CANCELLATION

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 services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily or any bid that imposes a service fee or any other type of fee.

AWARD

The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder. Items will be awarded as an individual line item. The award of any item specified with options will be made based on the base bid or alternate bid or any combination of the two. All items are to be new and unused.

PURCHASE ORDERS

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.

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.

TERMINATION OF CONTRACT

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.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

WARRANTY

Chemicals/Products furnished shall carry the standard warranty offered to the general public. **PLEASE ATTACH A COPY OF YOUR WARRANTY AS PART OF YOUR BID SUBMISSION.**

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CERTIFIED CHECK/BID BOND/CASHIER'S CHECK
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. 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.

NON-COLLUSION
Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

PRICES
Include transportation (including fuel surcharge, if applicable).

QUANTITIES
The quantities shown on the bid form are estimated initial purchase quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions required, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

PRE-PAYMENTS
No prepayments of any kind will be made prior to shipment.

TAX
The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

ADDITIONAL PURCHASES
The City has attempted to list all items for **"Fire Suppression Products"** required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types.

REDUCTION IN COST
Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

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.

NON-DISCRIMINATION POLICY
Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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.

FORM W-9

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.

BUSINESS LICENSE

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. A copy of his/her license may be submitted along with his/her bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

E-VERIFY

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.

Bids may be solicited for the 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.

QUESTIONS

Any questions concerning these specifications should be addressed to Purchasing Division, Aisha Johnson, phone (205) 254-2267, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

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SINGLE BID
If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a of the Alabama Code. The bid will be opened but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS
The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

PROHIBITION AGAINST BOYCOTTING
By signing this contract the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

HOLD HARMLESS AND INDEMNIFICATION
Vendor(s) 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, hereinafter (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 incudes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

GOVERNING LAW/DISPUTE RESOLUTION
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.

CONFLICT OF INTEREST
Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

GUARANTEE
Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to purchase, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham Finance Purchasing Division and its agent.

LAWS, PERMITS
The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

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CONFIDENTIALITY
Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9
Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection 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.

BID SAMPLES
Bid samples may be required. Any such samples requested must be made available to the City within five (5) working days or as noted in the item specification.

NON-RESPONSIBLE BIDDER
Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. This does not limit the City's authority to otherwise determine a vendor to be a non-responsible bidder.

INVOICING
All invoices must agree with the purchase order in description and price and include the following information:

1.) Purchase Order Number
2.) Ship to Department Name and Address
3.) In order to ensure prompt payment, ALL **ORIGINAL INVOICES*** MUST BE SENT TO:

CITY OF BIRMINGHAM
FIRE ADMINISTRATION
1808 7TH AVENUE NORTH
BIRMINGHAM, AL 35203

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. **Invoices that do not reference an authorized Purchase Oder will be returned to the vendor.**

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

THIRD-PARTY "REMIT-TO"
If a Bidder has a third-party "remit-to" company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the Bidder on its response but will not be responsible for resolving payment issues should the Bidder change payment processing companies after a payment has been mailed or without a 45-day written notification to the Human Resources Department and Accounting division of the City of Birmingham.

PAYMENT TERMS
The City's standard payment terms are net thirty (30) days from acceptance. Exceptions may be allowed for discounted early payments, 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.**

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INSURANCE REQUIREMENTS

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 limits of not less than $1,000,000.00 total with a maximum of $500,000.00 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 $500,000.00 bodily injury per occurrence, $500,000.00 property damage or combined single limit of $500,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number **(22-74)** 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 policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

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 from 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.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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BIDDER COMPLIANCE

Bidders are to supply all requested data in the appropriate space on the bid form. Failure to supply this data may result in the rejection of bid.

All participant 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.

The manufacturer, model and/or series of each item listed reflects a point of reference for quality and performance. For any item specified that has been discontinued, bidder should offer the manufacturer's proposed substitute or closest match available. The City will consider manufacturers of brands other than those specified as long as they are comparable in appearance, quality, functionality, design and/or any other features, normally considered of a critical nature for the specific item being bid.

Any bid submitted must be accompanied by catalogs, brochures, detailed specification sheets, and/or any other descriptive information normally considered critical in the evaluation of the item being bid.

BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATIONS FOR ALCOHOL RESISTANT AQUEOUS FILM FORMING FOAM (AR-AFFF)	BIDDER COMPLIES	
	YES	NO
SCOPE: These specifications shall describe an all synthetic Alcohol Resistant Aqueous Film Forming Foam Solution or equivalent 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.	____	____
Foam shall be designed for use on water miscible polar solvents (alcohol based) and hydrocarbon liquid hazards.	____	____
Foam shall be Underwriters Laboratories (UL) listed for both hydrocarbons and polar solvent liquids. (UL162 Standard for Safety for Foam Equipment and Liquid Concentrates)	____	____
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.	____	____
There shall be no effect on performance, physical properties, stratification or precipitation caused by freeze/thaw cycles.	____	____
Foam shall be usable with fresh water or water of any hardness.	____	____
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.	____	____
Foam shall be packaged in five (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.	____	____

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710 NORTH 20TH STREET
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BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

MAY 16, 2022
ITB: 22-74

BIDDER COMPLIANCE (cont'd)

BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIRE SUPPRESSION AGENT	**BIDDER COMPLIES**	
	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:	_____	_____
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.	_____	_____

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

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BIDDER COMPLIANCE (cont'd)

BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIRE SUPPRESSION AGENT	BIDDER COMPLIES	
	YES	NO
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.	____	____
3.0 Certification:		
3.1 Fire Suppression shall extinguish all types of Class A, Class B and Class D Fires.	____	____
3.2 Fire Suppression Agent shall comply with all requirements of NFPA Standard 18, Wetting Agents.	____	____
3.3 Fire Suppression Agent shall be certified by Underwriter Laboratories for Class A and B Fires.	____	____
4.0 Application Rates:		
4.1 Class A Fires: .25% to 1%	____	____
4.2 Class B Fires: 3% to 6%	____	____
4.3 Class D Fires: 6%	____	____
4.4 Class A, B, D Fires: .4%	____	____
5.0 Composition:		
5.1 Ingredients shall be a mixture of anionic, nonionic and does not contain any nonlphenolethoxylates or glycol ethers.	____	____
5.2 Material shall not solidify, "gum up", or corrode pipes, valves or pumps. A single flushing with water shall clean all systems.	____	____

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BIDDER COMPLIANCE (cont'd)

BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIRE SUPPRESSION AGENT	BIDDER COMPLIES	
	YES	NO
6.0 Manufacturer:		
6.1 Material shall be Novacool as manufactured by Baum's Castorine Co. Inc. or equivalent.	____	____
7.0 Packaging:		
7.1 Material shall be packaged in fifty-five (55) gallon drums, 265-330 gallon/tote, and five (5) gallon pails.	____	____
7.2 Delivery shall be on a truck with a hydraulic tailgate. Delivery by truck without a hydraulic tailgate shall be rejected.	____	____

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EXCEPTIONS TO SPECIFICATIONS:

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BID FORM

Carmen Jones
Purchasing Agent
City of Birmingham, AL

Submitted below is my firm bid for fire suppression products for the City of Birmingham. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of one (1) year. Upon approval of both parties, the life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications dated May 16, 2022. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

Note: Any bid submitted must be accompanied by catalogs, brochures and/or specification sheets which will adequately demonstrate that the item(s) being bid is (are) equal or better than those specific brands and models specified by the Birmingham Fire & Rescue Service. Failure to provide the stated documentation may result in the rejection of your bid from consideration.

#	Description	Mfr./Brand	Approx. Qty.	UOM	Unit Price	Extended Total
1	5-gallon containers AR-AFFF 3%-6% (3x6) foam concentrate or equivalent		25		$	$
2	5-gallon containers AR-AFFF 1%-3% (1x3) foam concentrate or equivalent		25		$	$
3	265-330 gallon/tote AR-AFFF 1%-3% or equivalent. Must state size of tote bid _____ gal/tote		1		$	$
4	5-gallon containers Fire Suppression Agent (Novacool or equivalent)		25		$	$
5	55-gallon containers Fire Suppression Agent (Novacool or equivalent)		4		$	$
6	265-330 gallon/tote Fire Suppression Agent (Novacool or equivalent). Must state size of tote bid _____ gal/tote		1		$	$
					GRAND TOTAL	**$**

DELIVERY:

Delivery is guaranteed no later than _____ day(s) after order date.

MAXIMUM DISCOUNT:

GUARANTEED DISCOUNT IF BID IS RENEWED FOR 2ND YEAR: _____%

GUARANTEED DISCOUNT IF BID IS RENEWED FOR 3RD YEAR: _____%

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BID FORM (cont'd)

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

(a) [ ] Are [ ] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) [ ] Have [ ] have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) [ ] Are [ ] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and

(d) [ ] Have [ ] have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

(e) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**
Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification https://www.sam.gov/SAM/. Companies that do not have a free DUNS number may visit https://www.dnb.com/duns-number/get-a-duns.html for more information. *The City of Birmingham does not provide DUNS numbers.*

_____	_____
AUTHORIZED SIGNATURE	TITLE
_____	_____
PRINTED NAME	DATE

_____ I am unable to certify to the above statements. My explanation is attached.

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SIGNATURE PAGE

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.

EXCEPTION TO SPECIFICATIONS: (use extra pages if necessary)

_____
_____
_____
_____

Bidder acknowledges receipt of _____ addenda(s).
(addenda numbers)

This page must be returned with bid.

DUNS #_____

Date of Bid	Name (Print legibly or Type)
Company	Title
Street Address	Signature
City State Zip	Tax ID Number
Post Office Box	E-Mail Address
City State Zip	Telephone Number
Terms of Payment	Fax Number
Delivery Date	Cell Phone

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)** _____

_____
_____
_____