

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

**AISHA JOHNSON, SENIOR BUYER  
CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 22, 2023  
ITB: 24-26**

<b>TO:</b>	Prospective Bidders
<b>INVITATION TO BID NUMBER:</b>	<b>Bid #24-26 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a>)</b>
<b>SEPARATE SEALED BIDS FOR:</b>	<b>Firefighter Protective Wear Items</b>
<b>INVITATION TO BID RESPONSES WILL BE RECEIVED BY:</b>	Aisha Johnson, Senior Buyer Purchasing Division 710 North 20 <sup>th</sup> Street, P-100 City Hall Birmingham, AL 35203-2227

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

<b>BID DUE DATE:</b>	<b>BID OPENING DATE:</b>
<b>Tuesday, December 19, 2023 by 5:00 P.M. (Central Standard Time)</b>	<b>Wednesday, December 20, 2023 at 11:00 A.M. (Central Standard Time)</b>

**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 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 20<sup>th</sup> 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](mailto:aisha.johnson@birminghamal.gov).

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid due date.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

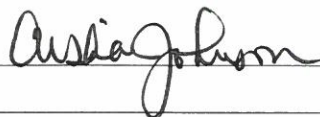
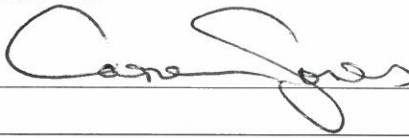
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

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.**

Published-Alabama Messenger-11/19/2023

RELEASED BY:

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INVITATION TO BID

Sealed bids marked “**Firefighter Protective Wear Items**”, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **TUESDAY, DECEMBER 19, 2023**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 11:00 A.M. on **WEDNESDAY, DECEMBER 20, 2023**.

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, not to exceed (3) three years. 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 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 “**Firefighter Protective Wear Items, 5:00 P.M., 12/19/2023.**” 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



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**NOVEMBER 22, 2023  
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**INVITATION TO BID – cont'd**

**GENERAL**

The City of Birmingham is seeking bids for an annual contract for firefighter protective wear items. The basis of the bid shall consist primarily of any and all protective wear items used by the City. The City intends to award to the lowest priced, responsive, responsible bidder. The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award as the best interest of the City of Birmingham appears. 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 original and two (2) copies of their bid.**

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](http://www.birminghamal.gov) (click on the link titled **Work** then click on **Bidding Opportunities**).

**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. 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. 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 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder.

**AWARD**

Contract will be awarded to the lowest most responsive and responsible bidder who meets all bid requirements and has a history of successfully completing like work. 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.

Equipment/Parts 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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**INVITATION TO BID – cont'd**

**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.

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.**

**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 require, 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 "Firefighter Protective Wear Items" 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.**



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**INVITATION TO BID – cont'd**

**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**

Proposal 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. 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.

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.

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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**INVITATION TO BID – cont’d**

**SINGLE BID**

If a single bid response is received for this ITB, the City reserves the option to award or negotiate for a lower price with the rejected Bidder and other Bidders by means of sealed quotes, upon department approval. 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 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 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 purchased 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.

**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.



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**INVITATION TO BID – cont’d**

**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.

**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.

**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 Community Development and Accounting division of the City of Birmingham.

**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 7<sup>TH</sup> 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.**

**BID SAMPLES**

Bid samples may be required. Bidder(s) must furnish sample(s) of items bid as noted in each item’s specification. Any such samples requested must be made available to the City within five (5) working days or as noted in the item specification.

**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 (**24-26**) must appear on any/all copies of the certificate of insurance.

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**INVITATION TO BID – cont'd**

**INSURANCE REQUIREMENTS (cont'd)**

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.

**BIDDER COMPLIANCE FORMAT**

**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.**



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**AISHA JOHNSON, SENIOR BUYER  
CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 22, 2023  
ITB: 24-26**

**BIDDER COMPLIANCE FORMAT – cont’d**

**GENERAL REQUIREMENTS**

This bid specifications are to purchase equipment for use during firefighting and fire department operations. All equipment listed in this bid shall meet the applicable NFPA standard at the current issue. The equipment listed below will be considered in this bid proposal.

<b>BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIREFIGHTER PROTECTIVE WEAR</b>	<b>BIDDER COMPLIES</b>	
	<b>YES</b>	<b>NO</b>
The following specifications shall determine the requirements for the Firefighter Protective Wear Items used by the Birmingham Fire & Rescue Service. If applicable, all protective wear shall meet or exceed NFPA 1971 – Standard on Protective Ensembles for Structural Fire Fighting.		
Proprietary PGI gold FR fabric heat, flame and thermal resistance. Front and Back bib extends particulate barrier coverage beyond critical areas as identified by NFPA-Maximum Protection. Cobra BarriAire Gold Hoods Complete Coverage 3979471 or Equal Complete Coverage hood	_____	_____
Firefighting gloves shall be Shelby model 5226 without wristlet, size XS through Jumbo – equal or better.	_____	_____
Innotex885S 3D gloves, All Kangaroo, Crosstech Insert, Nomex/Kelvar Lining. Equivalent or better.	_____	_____
Bullard helmets shall be the Firedome FX series with 4” faceshield. The helmet will be available in white, black, and red & include one (1) extra faceshield	_____	_____
The replacement faceshield, mounting hardware, Nomex ear/neck protection, headband liner, chin strap and ratchet headband system will all be for the Bullard FX series helmet	_____	_____
Hero Wipes. Specially formulated wipes to remove toxic, cancer-causing carcinogens from Firefighters’ skin before they leave the scene of a fire. 48 count 10in x 9in	_____	_____
Firefighter Decontamination Wipes or Hero Wipes Equivalent . Specially formulated wipes to remove toxic, cancer-causing carcinogens from Firefighters’ skin before they leave the scene of a fire	_____	_____

NAME OF YOUR COMPANY \_\_\_\_\_

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**NOVEMBER 22, 2023  
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**BIDDER COMPLIANCE FORMAT – cont’d**

<b>BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR 14" STRUCTURAL FIREFIGHTING BOOT</b>	<b>BIDDER COMPLIES</b>					
	<b>YES</b>	<b>NO</b>				
<b>NFPA 1971 and NFPA 1992 Compliant:</b> Meets or exceed NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, 2013 Edition for Structural Fire Fighting and NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, 2012 Edition.	_____	_____				
<b>General Design:</b> 14" Pull-On athletic footwear (cement construction) boot, black flame-resistant and water-resistant leather, double-stitched leather joining seams, webbing pull straps, leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded heel counter, internal heel fit system, and removable molded footbeds including a second thicker pair.	_____	_____				
<b>Slip Resistance:</b> Boots must exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing the boots bid exceed this requirement.	_____	_____				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Test Method: SATRA TM144:2011 Slip Resistance of Footwear and Floorings Load = 500 N</td> </tr> <tr> <td>Dry Clay Quarry Tile: Forepart = 1.00 Heel = 0.90</td> </tr> <tr> <td>Wet Clay Quarry Tile: Forepart = 0.60 Heel = 0.60</td> </tr> <tr> <td>Frosted Ice: Forepart = 0.25 Heel 0.20</td> </tr> </table>	Test Method: SATRA TM144:2011 Slip Resistance of Footwear and Floorings Load = 500 N	Dry Clay Quarry Tile: Forepart = 1.00 Heel = 0.90	Wet Clay Quarry Tile: Forepart = 0.60 Heel = 0.60	Frosted Ice: Forepart = 0.25 Heel 0.20	_____	_____
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Frosted Ice: Forepart = 0.25 Heel 0.20						
For maximum slip resistance each outsole shall have Siping lines. Siping lines cut into flat areas open up when flexed to provide additional traction on water and ice. The boot shall also include self-cleaning lugs and an omni-direction tread pattern designed for superior performance in all terrains and when working on ladders.	_____	_____				
<b>Flexibility:</b> boots must reach the Maximum Flex Angle of 50° degrees without exceeding the critical bending moment with a resulting stiffness index not to exceed 10.0 as detailed below to provide maximum flexibility. Boots that do not meet this requirement shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing the boots bid meet this requirement.	_____	_____				
<b>Test Method:</b> SATRA TM194:2004 Longitudinal stiffness of footwear	_____	_____				

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**BIDDER COMPLIANCE FORMAT – cont'd**

<b>BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR 14" STRUCTURAL FIREFIGHTING BOOT</b>			<b>BIDDER COMPLIES</b>																			
			<b>YES</b>	<b>NO</b>																		
<p><b>FireStorm Leather:</b> Boots shall be made from heavy-duty, flame-resistant and water-resistant full-grain cattle hide leather measuring 2.0-2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather shall be utilized in the collar and flex areas for mobility. The leather shall be chrome tanned to withstand high temperature with minimal shrinkage, re-tanned to impart water resistance and low water absorption and finished to retain maximum breathability. Leather shall meet or exceed the following physical tests:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Water Penetration</td> <td style="width: 30%;">ASTM D2099</td> <td style="width: 40%;">15,000 flex minimum</td> </tr> <tr> <td>Dynamic Water Absorption</td> <td>ASTM D2099</td> <td>15% maximum</td> </tr> <tr> <td>Static Water Absorption</td> <td>ASTM D6015</td> <td>30% maximum</td> </tr> <tr> <td>Slit Tearing Strength</td> <td>ASTM D2212</td> <td>30 pound minimum</td> </tr> <tr> <td>Moisture Vapor Transmission</td> <td>ASTM D5052</td> <td>350 g,eter2/24 hours minimum</td> </tr> <tr> <td>Flame Resistance</td> <td>NFPA 1971</td> <td>afterflame no more than 2.0 sec, not melt or drip, no burn through</td> </tr> </table>			Water Penetration	ASTM D2099	15,000 flex minimum	Dynamic Water Absorption	ASTM D2099	15% maximum	Static Water Absorption	ASTM D6015	30% maximum	Slit Tearing Strength	ASTM D2212	30 pound minimum	Moisture Vapor Transmission	ASTM D5052	350 g,eter2/24 hours minimum	Flame Resistance	NFPA 1971	afterflame no more than 2.0 sec, not melt or drip, no burn through	_____	_____
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<p><b>CROSSTECH® Footwear Fabric:</b> A full-height, full sock, bootie liner made from a package of Omaha lining fabric, 300g felt insulation, and CROSSTECH® moisture barrier shall be provided for a waterproof and breathable moisture barrier as well as thermal protection as defined by the specified NFPA standards.</p>			_____	_____																		
<p><b>Athletic Footwear (Cement) Construction Outsole:</b> For optimum flexibility and comfort, boot shall include a VIBRAM® Synthetic Rubber Contoured Cup Outsole cemented to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. The outsole must be made from a flame, abrasion, oil, acid, and slip resistant compound engineered for high-traction, cold-weather resistance, and durability. Goodyear welt or direct attach construction methods shall not be acceptable.</p>			_____	_____																		
<p><b>Bootie-Shield Liner:</b> A protective bootie-shield of KEVLAR® fiber blend stitch bonded non-woven batting weighing 4.0 oz./yd<sup>2</sup> shall be positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional FR protective bootie-shield between the leather shell and the CROSSTECH® moisture barrier bootie shall not be acceptable.</p>			_____	_____																		
<p><b>Composite Safety Toe Cap:</b> The safety toe shall consist of a composite material that is lighter than steel, doesn't transmit heat or cold, and will spring back to shape after impact. Must exceed NFPA standards for safety. Metal toe caps shall not be acceptable.</p>			_____	_____																		

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**NOVEMBER 22, 2023  
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**BIDDER COMPLIANCE FORMAT – cont’d**

<b>BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR 14" STRUCTURAL FIREFIGHTING BOOT</b>	<b>BIDDER COMPLIES</b>	
	<b>YES</b>	<b>NO</b>
<b>Composite Penetration Resistant Insole Barrier:</b> Penetration resistance shall be provided by a composite insole to maximize flexibility and insulate from heat and cold transmission. Must exceed NFPA standards for safety. Metal plates shall not be acceptable.	_____	_____
<b>3D Composite Lasting Board:</b> Boot uppers shall be lasted to a molded and contoured lasting board with a built-in flex zone in the forefoot with a torsionally stable heel. Flat fiber board lasting boards shall not be acceptable.	_____	_____
<b>Composite Shank:</b> The shank shall consist of a composite material that is lighter than steel, doesn't transmit heat or cold, and springs back to shape better. Metal shank shall not be acceptable.	_____	_____
<b>Molded Heel Counter:</b> Boots shall have a molded heel counter of water-resistant composite material individually molded to fit each size perfectly. Leather or fiber board heel counters shall not be acceptable.	_____	_____
<b>Padded Shin Guard:</b> Boots shall include a padded polymer shin guard to provide extra protection when working on a ladder. Moisture absorbing natural fiber padding shall not be acceptable.	_____	_____
<b>Synthetic Rubber Toe Bumper:</b> Boots shall include a molded Flame Resistant (FR) synthetic rubber toe bumper to provide abrasion resistance when crawling. The toe bumper shall be cemented and 2-needle stitched to the vamp.	_____	_____
<b>Webbing Pull-Straps:</b> Boots shall have NOMEX® webbing pull-straps securely attached to the leather uppers by inserting into to collar seam to minimize stitching through the leather. Pull strength must be a minimum of 120lbs when tested with a single handle.	_____	_____
<b>Internal Fit System:</b> Boots shall have an anatomical foam insert that wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.	_____	_____
<b>3D Molded Footbed:</b> Boots shall have a removable urethane foam footbed contoured to cradle and cushion the bottom of the foot and to provide arch support. The footbed shall have a moisture-wicking and anti-microbial fabric top layer.	_____	_____
<b>Custom Fit System:</b> Boots shall include a second pair of 3D Molded Footbeds that are thicker in the forefoot to provide a snugger fit if needed.	_____	_____
<b>Sizes:</b> Boots must be available in Men's 5-16 (full and half sizes), 17-18 (full sizes only) in Narrow, Medium, Wide, and X-Wide widths. Boots must also be available in A Wide Calf model in the same size range that will provide an additional 3" inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's 5-12 (full and half sizes) in Narrow, Medium, Wide, and X-Wide widths.	_____	_____
The vendor shall provide onsite sizing of each member of the BFRSD prior to the order being placed. The vendor shall also provide onsite sizing upon request of the BFRSD.	_____	_____
<b>Resoling Service:</b> The winning vendor shall have resoling services available at their factory as needed.	_____	_____
Boots shall be Globe Shadow 14" Structural Firefighting Boots to stay complaint with BFRSD current firefighting boots " <b>No Substitutions</b> ". Boots are to be manufactured in North America.	_____	_____

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**BIDDER COMPLIANCE FORMAT – cont’d**

<b>BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIREFIGHTER STRUCTURAL HELMET</b>	<b>BIDDER COMPLIES</b>	
	<b>YES</b>	<b>NO</b>
<b>Purpose:</b> To supply a product specification for a structural firefighter’s helmet with a fiberglass composite shell.	_____	_____
<b>Scope:</b> The scope of this product specification encompasses design, construction, materials and performance criteria deemed necessary for helmets utilized in structural firefighting. Proper fit, comfort and ergonomic design are also factors of consideration.	_____	_____
Helmet shall be Cairn’s 1044 Defender to match the current stock of BFRSD firefighter structural helmet <b>“No Substitutions”</b>	_____	_____
<b>General:</b> Helmets manufactured in accordance with this specification are designed to meet the requirements of 2013 edition of the NFPA 1971 standard.	_____	_____
<b>Manufacturer’s Warranty:</b> Manufacturer shall provide a Lifetime Warranty (as defined in NFPA 1851:10 years) against material defects and/or faulty workmanship, with the exception of the helmet shell, which shall carry a five (5) year shell replacement warranty, where product is exposed to conditions considered as normal wear and tear use. Manufacturer shall be released from all obligations under this warranty in the event repairs or modifications are made by persons other than its own or authorized service personnel or if the warranty claim results from abuse and/or misuse of the product. The manufacturer shall be relieved of any replacement liability under this guarantee if there has been a failure to follow the manufacturer’s maintenance requirements supplied with each helmet.	_____	_____
<b>Helmet Shell:</b> The helmet shall have a Traditional American Fire Service Style helmet shell, comprising a crown, with four (4) major ribs (front, back, left and right sides), and four minor ribs equidistant between each major rib, and a brim that has a short front visor continuing around the sides to a large rear brim area. The upper surface of the brim shall have the traditional fire service vine scroll-work molded into the surface of the composite. The underside of the brim shall have drill guides for the various eye and face protection that can be attached to the helmet shell.	_____	_____
The helmet shell material is a DuraGlas® composite consisting of a high-temperature-, flame-, and chip-resistant, “through-colored” thermoset resin, reinforced with 1” and 2” chopped fiberglass, which is compression molded to form a one piece shell. The shell shall be available in white, red, black, and yellow with an unpainted, matte finish.	_____	_____
The shell dimensions (with edge-trim) are to be 15.5” in length, 11.88” in width and a crown depth of 6.5”. The shell will have a nominal wall thickness of 0.065” in the crown and 0.080” in the brim.	_____	_____
The helmet shell will be furnished with a formed brass front-piece holder which shall be attached to the shells front main rib and positioned to support the top of a standard 6” fire department identification shield. Identification shields (fronts) shall incorporate a “crumple-zone” design to absorb impacts.	_____	_____

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AISHA JOHNSON, SENIOR BUYER  
 CARMEN JONES, PURCHASING AGENT

NOVEMBER 22, 2023  
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BIDDER COMPLIANCE FORMAT – cont'd

BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIREFIGHTER STRUCTURAL HELMET	BIDDER COMPLIES	
	YES	NO
The shell shall have a thermoplastic, front-piece mounting bracket affixed to the center of the front visor of the brim. The bracket shall provide for positioning and retention of a standard 6" fire department identification shield.	_____	_____
The shell will have black, (or white for white helmets), high-temperature, flame-resistant, flexible edge trim composed of an aluminum-cored, thermoplastic rubber (TPR). The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core and secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim.	_____	_____
The shell will have a helmet hanger comprised of a 3/4" nickel-plated "D" ring and a stainless steel clip. The helmet hanger will be attached to the center rear of the brim.	_____	_____
<b>Impact Liner:</b> The helmet will include an impact liner, which is comprised of rigid cell, high temperature urethane foam cap attached to a flame-resistant thermoplastic PPO inner liner. The impact liner shall be modular and field removable for periodic inspection of the foam's integrity. The impact liner is incorporated to provide increased thermal and impact protection.	_____	_____
<b>Head Suspension:</b> The helmet will consist of a 6-way head suspension system, attached to the impact cap. The head suspension system will be comprised of three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps shall attach to the impact cap by means of a tubular plastic ring, joined at the ends by an elastomeric tube that locks the straps into a routed annular groove in the impact cap.	_____	_____
<b>Sizing Adjustment:</b> The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband will have a head size range of 6 3/8 to 8 3/8, adjustable in 1/8 increments. The head band is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head. The headband height will be adjustable at the front of the helmet via a hook and lock system to provide additional comfort to the wearer.	_____	_____
<b>Comfort Liner:</b> The helmet will have a comfort liner, which consists of a headband cushion liner and a ratchet pad, which are both removable. Both components will be produced from a foam core laminate system, which will be comprised of a soft black flame resistant flannel material against the users head and backed by a soft loop material which shall be secured to the headband and the ratchet with hook fastener. The comfort liner will be machine washable and easily upgraded to a leather-lined deluxe version.	_____	_____
<b>Chinstrap:</b> The chinstrap will be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex® webbing, which are connected on the left side of the helmet by a high-temperature, super-tough, thermoplastic quick release buckle, and by a cast zinc postman's slide buckle on the right hand side of the helmet.	_____	_____
The chinstrap is attached at either end of the impact cap by means of a plastic zip tie that locks the chinstrap into a routed annular groove in the impact cap. The long, middle-section, with the female half of the quick release buckle sewn to the left end, shall pass through the postman's slide buckle on the right, and include hook and loop fastener for stowage of extra strap. The middle section will be a minimum of 23.0" in length.	_____	_____

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**BIDDER COMPLIANCE FORMAT – cont’d**

<b>BIRMINGHAM FIRE AND RESCUE SERVICE SPECIFICATION FOR FIREFIGHTER STRUCTURAL HELMET</b>	<b>BIDDER COMPLIES</b>	
	<b>YES</b>	<b>NO</b>
<b>Shell Release Provisions:</b> The impact liner, complete with suspension system and chinstrap assembly (as described above) will be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the faceshield pivot hardware, and by four (4) pieces of hook and pile fastener sections between the impact liner and helmet shell in the crown area. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaves the impact cap on the wearer’s head for continued thermal and impact protection.	_____	_____
<b>Ear/Neck Protection:</b> The helmet will provide for ear and neck protection with a 6.5” wide, 19.0” long, full-cut earlap. The earlap consists of a 4.5 oz./yd., yellow or black colored Nomex® outer-shell, and a flame resistant black flannel inner-liner. The earlap shall be secured to the impact liner by pieces of hook and pile fastener in no less than five (5) locations. The earlap shall be machine washable. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet suspension.	_____	_____
<b>Eye/Face Protection:</b> Visor - The helmet shall have an integral visor system that retracts between the helmet shell and impact cap. The visor system will be a wrap-around design, 4.5” high and 8.25” long. The lens shall be optically corrected to eliminate distortion. The lens of the visor system shall be available in clear or Tuffshield (yellow tinted) standard colors. Optional Tinted (Gray Smoked) and Mirrored finish lenses will also be available.	_____	_____
The replacement visor, mounting hardware, Nomex earlap, headband liner, chin strap and ratchet headband system will all be for the Cairns1044 Defender helmet.	_____	_____
<b>Retro-Reflective Trim:</b> The helmet will have eight (8) tetrahedron shaped pieces of retro-reflective, fluorescent Reflexite® trim around the exterior of the crown of the helmet shell for maximum daytime and nighttime visibility. Scotchlite® tetrahedrons must also be available.	_____	_____
<b>Leather Front:</b> Each helmet shall be equipped with a 6” tall, high quality leather front piece, with details to be provided by the City of Birmingham prior to order placement. The upper part of the front shall have two (2) arched panels. A straight panel shall be provided at the base of the shield. In between the lettering panels shall be space for either a passport style front, or a metallic badge, as directed by the purchaser. Passport, shall be magnetic or Velcro attachment, with specified sewn characters, as directed by purchaser. Leather Front shall be made available for purchase as a single item.	_____	_____
The replacement 6’ leather front for Cairn’s 1044 Defender	_____	_____
<b>Performance:</b> Helmets shall meet or exceed NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting and Proximity Fire Fighting, 2013 Edition, as it pertains to Structural Fire Helmets. NFPA 1971-2013 Certificate of Conformance test report from an accredited test facility shall be furnished at or prior to time of award. A sample helmet meeting the requirements of this specification shall be supplied at time of bid opening for inspection and verification of compliance.	_____	_____
<b>Maintenance, Repair and Retirement:</b> Upon customer’s request, successful bidder shall provide training in the proper maintenance, repair and retirement of the helmet.	_____	_____

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CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 22, 2023  
ITB: 24-26**

**BID FORM**

Carmen Jones  
Purchasing Agent  
City of Birmingham, AL

Submitted below is my firm bid for firefighter protective wear items 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 November 22, 2023. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

#	Description	Brand/Model	Approx. Qty.	Unit Price	Extended Total
1	<b>Hood:</b> Cobra BarriAire Gold Hoods Complete Coverage 3979471 or equal complete coverage hood.		250	\$	\$
2	<b>Fire Fighting Gloves:</b> Shelby Model 5226 or equal, without wristlet. Size from extra small through jumbo.		200	\$	\$
3	Innotex885S or equal		10	\$	\$
4	<b>Helmet:</b> Bullard FX Series w/4" face shield, standard liner & Nomex ear/neck protection. Each helmet will include one (1) extra 4" faceshield. Helmet to be available in colors black, red & white		15	\$	\$
5	Replacement 4" faceshield for Bullard FX Series helmet		10	\$	\$
6	Bullard mounting hardware: R151		10	\$	\$
7	Nomex ear/neck protection for Bullard FX series: R721		5	\$	\$
8	Headband liner for Bullard FX		5	\$	\$
9	Chin strap for Bullard FX		5	\$	\$
10	Ratchet headband system for FX		5	\$	\$
11	Firefighter Decontamination Wipes or Hero Wipes Equivalent		150	\$	\$
12	<b>Boots:</b> Globe Shadow 14" Structural Firefighting Boots. "No Substitutions"		650	\$	\$
13	Cairns 1044 Defender - "No Substitutions"		500	\$	\$

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**AISHA JOHNSON, SENIOR BUYER  
CARMEN JONES, PURCHASING AGENT**

**NOVEMBER 22, 2023  
ITB: 24-26**

**BID FORM – cont'd**

#	Description	Brand/Model	Approx. Qty.	Unit Price	Extended Total
14	Replacement Visor for Cairns 1044		50	\$	\$
15	Cairns Leather Front - "No Substitutions"		50	\$	\$
16	Cairns 1044 Defender Nomex - earlap		20	\$	\$
17	Cairns 1044 Defender - headband liner		20	\$	\$
18	Cairns 1044 Defender - chip strap		20	\$	\$
19	Cairns 1044 Defender - ratchet headband system		20	\$	\$
<b>GRAND TOTAL</b>					<b>\$</b>

**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.

Estimated Delivery timeframe after receipt of order:	
Guaranteed Discount off submitted bid pricing if bid is renewed for 2 <sup>nd</sup> year:	%
Guaranteed Discount off submitted pricing if bid is renewed for 3 <sup>rd</sup> year:	%

NAME OF YOUR COMPANY \_\_\_\_\_



CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
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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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of 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.

NAME OF YOUR COMPANY \_\_\_\_\_



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*City of Birmingham Transparency in City Government Disclosure and Certification Form*

**TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND CERTIFICATION FORM**

**INSTRUCTIONS:**

This form must be fully completed by any individual or entity (hereinafter referred to as "Vendor") seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond "Not applicable" or "NA" if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant's proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

Family Member of a Public Official. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

Public Employee. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

Public Official. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

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This Form is a:

**New Submission**

**Update to a Previous Submission**

**Section 1: VENDOR NAME AND CONTACT:**

Vendor's Legal Name:

Physical Street Address:

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Mailing Address:

Phone Number:

Contact Person:

Section 2: DISCLOSURES

(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.

(b) (PUBLIC OFFICIAL)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.

Yes                       Not Applicable

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**(c) (PUBLIC EMPLOYEE)**

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If "yes", describe any family, employment or business relationship with the Public Employee.

Yes                       Not Applicable

**SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:**

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", identify by individual name, firm name, address and telephone number any such person or entity.

Yes                       Not Applicable

**SECTION 4: DISCLOSURE OF CONTRIBUTIONS:**

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official's campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract amount and nature of services performed.

Yes                       Not Applicable



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**SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:**

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes                       No

**SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:**

Does the Vendor have any pending claims against the City of Birmingham.

Yes                       No

**SECTION 7: GOOD STANDING:**

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

**CERTIFICATION:**

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

**VENDOR SIGNATURE:**

\_\_\_\_\_

**NAME:**

**DATE:**

\_ \_ / \_ \_ / \_ \_ \_ \_

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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.

**This page must be returned with bid.**

Bidder acknowledges receipt of \_\_\_\_\_ addenda(s).  
(addenda number)

U.E.I.D # \_\_\_\_\_

\_\_\_\_\_  
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)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_