


<b>SUBMIT BIDS TO:</b>	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	<b>INVITATION TO BID</b>
<b>BID TITLE</b> <b>ARFF FOAM TESTING SYSTEM</b>			<b>BID NO.</b> 6010-020623-1
<b>PAGE 1 OF</b> 7 PAGES	<b>BIDS WILL BE OPENED AT 10:00 AM CST FEBRUARY 06, 2023 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SUCH DATE &amp; TIME.</b>		<b>ISSUE DATE</b> 01/23/2023
 <p><b>MAYOR</b> WALTER MADDOX</p> <p><b>COUNCIL MEMBERS</b></p> <p>MATTHEW WILSON      KIP TYNER RAEVAN HOWARD      JOHN FAILE NORMAN CROW      CASSIUS LANIER LEE BUSBY</p> <p><b>PURCHASING AGENT</b> AMANDA GANN</p>		<p><b>Vendor Information</b> (SECTION TO BE COMPLETED BY VENDOR)</p> <hr/> <p>Company Name (Please Print)</p> <hr/> <p>Phone Number      Point of Contact</p> <hr/> <p>Email Address</p>	

**GENERAL CONDITIONS OF INVITATIONS TO BID**

**1. PREPARATION OF BIDS**

**Bids will be prepared in accordance with the following:**

- (a) Our enclosed Bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

**2. DESCRIPTION OF SUPPLIES**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

**3. SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

**4. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid, or if,
  - 2. The bid does not strictly conform to the law or requirement of bid, or if,
  - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

**5. WITHDRAWAL OF BIDS**

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.


(b) Bids may be withdrawn prior to the time set for the bid opening.

**6. LATE BIDS OR MODIFICATIONS**

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

**7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

**8. DISCOUNTS**

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**9. SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

**10. AWARD OF CONTRACT**

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
- (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
- (c) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (d) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.

**11. DELIVERY**

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.

**12. CONDITION OF MATERIALS AND PACKAGING**

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

**13. CLAIMS**

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

**14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

**15. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

**16. COLLUSION**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**17. VARIANCE IN CONDITIONS**

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

**18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at [www.tuscaloosa.com](http://www.tuscaloosa.com).

\*\* PRELIMINARY BID TAB WILL BE POSTED ON THE CITY'S WEBSITE ONCE AVAILABLE at <https://www.tuscaloosa.com/bids>.


## Special Conditions

**The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature and manufacturer's specifications plus any supplemental information necessary for comparison purposes must be submitted with the bid or the bid on that item will be rejected. Determination as to whether an item submitted for bid meets specifications shall be the sole responsibility of City personnel. Failure to include this information will subject a bid to rejection. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards.

The issuance of a City of Tuscaloosa Purchase Order or Purchasing Card is required to constitute a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted.

In the event a price increase is imposed upon the contractor by its supplier or manufacturer to procure labor or materials necessary to fulfill the scope of services and/or products to be provided under the terms of the contract due to unforeseeable economic and supply chain issues, the contractor may request a price increase equal to that imposed by its supplier or product manufacturer.

With any price increase request, the contractor shall provide a copy of the supplier's price increase notification along with the written request to the City. Price increase requests should be the result of an increase at the manufacturer's level that the contractor incurred after contract commencement date with the City and not produce a higher profit margin than that on the original contract. The documentation provided must clearly identify the items impacted by the increase.

The City will review the request and its sole discretion make a decision. If accepted, the adjustment shall become effective and will be firm for the remainder of the period. At no time shall the price increase(s) granted under the terms of this contract cumulatively exceed ten-percent (10%) in a single calendar year. Contract pricing adjustments shall not be considered for fuel price fluctuations and fuel surcharges shall not be paid under this contract.

Questions concerning the bid process should be directed to Amanda Gann at [agann@tuscaloosa.com](mailto:agann@tuscaloosa.com).  
Questions concerning Specifications should be directed to Chris Williamson at [cwilliam@tuscaloosa.com](mailto:cwilliam@tuscaloosa.com).

Any addenda issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/bids>. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.


## BID DOCUMENTS, BID SUBMISSION & IMPORTANT COVID-19 INFORMATION

### **Bid Documents include:**

1. These IFB pages are to be used in submitting your bid.
  - a. Complete IFB via the fillable PDF provided or typed text when available.
2. Include any necessary literature and/or specifications outlined in this document.
3. Include any additional information, forms, or documents that are requested in this document.
4. Provide completed certified W9, which a template can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
5. When submitting paper copies, Vendor must submit an original bid and one complete paper copy or the bid may be rejected.
6. When applicable, completed and signed Addendums. *It is the responsibility of the bidder to monitor the City's webpage for any addendums before submitting their bid.*

**NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.**  
Addendums and Preliminary bid tabs are posted on the city's website at <https://www.tuscaloosa.com/bids>

### **Options for Bid Submission:**

#### **1. Electronic Submission**

Submission of the bid documents as .pdf files can now be done at [www.centralbidding.com](http://www.centralbidding.com). For any questions about the electronic bid document submission process, please contact City of Tuscaloosa Purchasing or Central Bidding at 225-810-4814 or [support@centralbidding.com](mailto:support@centralbidding.com).

#### **2. Submitting Bids by Mail/Package Carrier**

Bidders who submit bids by mail or package carriers should do the following:

- a. Correctly label the outer envelope as instructed in this bid document to insure proper identification and delivery to Purchasing.
- b. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
- c. Do not wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

**Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

**Note: Keep in mind that the City is not responsible for deliveries from mail/package carriers that are delivered after the bid deadline.**

#### **3. Submitting Bids by Hand**

Bidders submitting bids by hand must enter at the City Hall complex entrance located on the 4<sup>th</sup> level of the City's Intermodal Facility parking deck; the entrance to the deck is located on 7<sup>th</sup> Street beside Government Plaza. Bidders are to turn in sealed bids to the security guard on duty at the desk. Security will notify Purchasing that a bid has been turned in.

**Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

**Note: Masks/face coverings may be required for entry into areas inside City Hall.**

### **Bid Opening & Potential Date Change**

If bidders choose to attend the bid opening, only one representative per bidder will be allowed to attend. All attendees shall be healthy and display no symptoms of sickness. Social distancing of at least six (6) feet shall be maintained. Face coverings that fully cover the nose and mouth may be required while in certain areas of all City-owned/operated facilities. Circumstances related to COVID-19 may warrant a change to the bid opening date. Any such date change will be published in an addendum and posted on our City's website at <https://www.tuscaloosa.com/bids>.

## SPECIFICATIONS

It is the intent of these specifications to describe a system for performing the Federal Aviation Administration's (FAA) required tests of Aircraft Rescue and Fire Fighting (ARFF) vehicles assigned to the Tuscaloosa National Airport (TNA). This system must be capable of demonstrating that each vehicle is proportioning its water and Aqueous Film Forming Foam (AFFF) correctly. The system must be capable of performing the required tests in a manner that is safe for personnel while minimizing any possible environmental impact. The foam testing system must have been accepted by the FAA for immediate use in satisfying the AFFF testing requirements. Bidder shall provide documentation of FAA acceptance by reference to FAA publicly released ARFF Guidance or by other independently verifiable means. These specifications are describing and stating the minimum requirements needed for the foam testing system to perform necessary functions and tasks for the City's Tuscaloosa Fire & Rescue.

The foam testing system must be capable of testing the proportioning of water with AFFF foam for the following ARFF vehicles assigned to the Tuscaloosa National Airport:

2019 model E-One Titan 6x6 with HRET  
 2007 model Rosenbauer Panther 4x4  
 1994 Humvee/Fireattack 4x4

All freight charges are to be included in the bid price. There will be one central receiving address for shipments in Tuscaloosa, AL. All orders must be received by the City of Tuscaloosa no later than April 30, 2023. Failure to meet the delivery date may subject the contract for termination.

All products must be new and never previously used. No remanufactured, demonstrator, used, or irregular product will be considered for purchase under the terms and conditions of this contract.

Bidder shall specify all warranty terms and conditions associated with their products in their bid response.

Specification requirements are listed below. Bidders are encouraged to include with their bid information and literature necessary for City personnel to fully evaluate their bid. Bids submitted that do not meet all of these minimum specifications, or equal to, are subject to bid rejection. Bidders stating equal to must provide documentation to support their statement. Bidder shall choose either "YES" or "NO" for each specification item listed below by placing a check mark in the appropriate box. This form must be correctly completed in order to constitute a valid bid. Failure to do this will subject your bid to rejection. ALL NO ANSWERS MUST BE FULLY EXPLAINED ON BIDDER'S LETTERHEAD.

### DETAILED MINIMUM SPECIFICATIONS

YES	NO	LINE NO.	FOAM TESTING SYSTEM SPECIFICATIONS
		<b>1</b>	System Is currently accepted by FAA for AFFF testing
		<b>2</b>	System is capable of conducting FAA required testing of the vehicles assigned to TNA
		<b>3</b>	System is either man portable or mounted on a non-motorized cart
		<b>4</b>	System is capable of performing AFFF testing with little or no expenditure of product
		<b>5</b>	Literature – Any and all literature (including operator manuals) to be included upon delivery.
		<b>6</b>	Freight – Bid price shall include all freight charges for delivery to City facilities in Tuscaloosa no later than April 30, 2023.

**BID SUBMISSION FORM**

**Bidder must complete all sections. Failure to complete any section will subject bid to rejection.**

**Bid prices must be the total cost and include all charges, including shipping.**

Section A		
Line Item	Description	Response
1	Does bid meet all specifications? Yes/No is required by bidder. If answering no, bidder must include with their bid a full explanation of all exceptions.	
2	Delivery Period (detail how many calendar days after receipt of order). Response is required by bidder.	

Section B				
A	B	C	D	E
Line Item	Description	# Needed	Brand & Model Information	Bid Price Per Item
3	Foam Testing System	1		


## BIDDER'S RESPONSE FORM

**MESSAGE TO BIDDERS:** Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

<b>BIDDER INFORMATION</b>			
<b>Company Name</b>		<b>Contact Name</b>	
<b>Email Address</b>		<b>Telephone Number</b>	
<b>Business Address</b>		<b>Mailing Address for Payments</b>	
<b>Authorized Signature</b>			

**COPIES SUBMITTED:**

\_\_\_\_\_ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

Awarded bidder(s) will be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City's Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain required city business license(s) may result in rescinding of bid award and contract termination.

Note: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.**