

SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID								
BID TITLE EMERGENCY LIGHTING & EQUIPMENT FOR PUBLIC SAFETY VEHICLES			BID NO. 5010-071217-1								
PAGE 1 OF <u>6</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON JULY 12, 2017 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30)</u> DAYS AFTER SUCH DATE & TIME.		ISSUE DATE 06/22/2017								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">PHYLLIS W. ODOM</td> <td style="width: 50%;">MATTHEW CALDERONE</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>KIP TYNER</td> </tr> <tr> <td>CYNTHIA LEE ALMOND</td> <td>EDDIE PUGH</td> </tr> <tr> <td>SONYA MCKINSTRY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> DAVID COGGINS</p>		PHYLLIS W. ODOM	MATTHEW CALDERONE	RAEVAN HOWARD	KIP TYNER	CYNTHIA LEE ALMOND	EDDIE PUGH	SONYA MCKINSTRY		Vendor Information (SECTION TO BE COMPLETED BY VENDOR) <hr/> Company Name (Please Print) <hr/> Phone Number Fax Number <hr/> Email Address	
PHYLLIS W. ODOM	MATTHEW CALDERONE										
RAEVAN HOWARD	KIP TYNER										
CYNTHIA LEE ALMOND	EDDIE PUGH										
SONYA MCKINSTRY											

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is 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 David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama. 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

BID NO. 5010-071217-1

Signature _____

- (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) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
- (d) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) 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 <http://www.tuscaloosarecovery.com/blog/category/tuscaloosa-builds/>.

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.

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 times may be a factor in awards. Local Bidder Preference will be used in bid evaluation in accordance with State of Alabama Bid Law Section 41-16-50(a).

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.

Questions concerning the bid process should be directed to David Coggins at (205) 248-5186 or dcoggins@tuscaloosa.com. Questions concerning Specifications should be directed to Sergeant Brian Oswalt at (205) 248-4652 or boswalt@tuscaloosa.com (e-mail is preferred).

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

The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of three (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

Vendor to submit the following:

- Signed Special Conditions page
- Any necessary descriptive literature and/or specifications information as outlined above and/or elsewhere in this document
- Letter(s) confirming their status as an authorized reseller for each manufacturer for which they submit a bid (see page 4).
- Completed and signed Bid Submissions page and Bidder's Response Form

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.

Bid submissions shall be submitted in a sealed envelope and addressed to: David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama. 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.

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

GENERAL INFORMATION

The intent of this bid is to establish base discounts off published manufacturer list prices for several categories of products from the manufacturers listed below. The product categories include, but are not limited to, the following items for use in all varieties of Public Safety vehicles: emergency lighting, sirens, cargo storage components, prisoner transport components, technology mounting/storage components, and miscellaneous other interior and exterior components.

The following manufacturers have been approved for use by the City:

- Whelen
- Havis
- Pro-Gard
- Setina
- Federal Signal
- Gamber Johnson
- Rockland Custom Products

These manufacturers are the only products that will be considered. Bids for any other manufacturers' products/brands will not be considered.

Bid submissions are to be a discount percentage off the manufacturer's current published catalog list prices. Lowest responsible bidder will be determined by the highest discount percentage off catalog list pricing.

All resulting purchase prices paid by the City (manufacturer catalog list price minus awarded discount rate) shall be inclusive of all shipping, handling, and any other charges. Shipping will be F.O.B. Destination.

BID SUBMISSION REQUIREMENT: Bidders must include a letter from each manufacturer whose products they bid. This letter shall state that the bidder is an authorized dealer/reseller/distributor of that manufacturer's products. Additionally, if the manufacturer has different tier levels for dealers (e.g. Silver, Gold, Platinum), the letter(s) shall state the bidder's applicable tier level. Tier levels may be a factor in bid evaluation and award.

BID SUBMISSIONS

- | | |
|-------------------|---|
| 1. WHELEN | Discount % off Manufacturer's catalog list price: _____ |
| 2. HAVIS | Discount % off Manufacturer's catalog list price: _____ |
| 3. PRO-GARD | Discount % off Manufacturer's catalog list price: _____ |
| 4. SETINA | Discount % off Manufacturer's catalog list price: _____ |
| 5. FEDERAL SIGNAL | Discount % off Manufacturer's catalog list price: _____ |
| 6. GAMBER JOHNSON | Discount % off Manufacturer's catalog list price: _____ |
| 7. ROCKLAND | Discount % off Manufacturer's catalog list price: _____ |

DELIVERY TIME: _____ (NOTE: May be a factor in award)

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.

COMPANY NAME: _____

CONTACT PERSON: _____

COMPLETE MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

COPIES SUBMITTED:

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

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.

NON-BIDDER RESPONSE FORM

For purposes of maintaining accurate bidder's list and facilitating your firm's response to our invitation for bid, the City of Tuscaloosa is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to Mr. David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. Failure to either submit a bid proposal or return this form may result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

___ Items or materials request not manufactured by us or not available to our company.

___ Our items or materials do not meet specifications.

___ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

___ Quantities requested are too small.

___ Insufficient time allowed for preparation of bid.

___ Incorrect address used. Correct mailing address is:

___ Our branch/division handles this type of bid. Correct name and mailing address is:

___ Other reason(s): _____

Company Name: _____

Address: _____

City/State/Zip: _____

Signature: _____