

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 AUTO PARTS & FILTERS FOR POLICE DEPARTMENT FLEET			BID NO. 5010-080818--1								
PAGE 1 OF <u>11</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON AUGUST 8, 2018 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 TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR 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 07/23/2018								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table border="0" style="width: 100%;"> <tr> <td>PHYLLIS W. ODOM</td> <td>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 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 David Coggins, 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) 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 the City's website at www.tuscaloosa.com.

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. 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. 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 (e-mail is preferred). Questions concerning Specifications should be directed to Mike Lane at (205) 248-4891 or mlane@tuscaloosa.com.

Any addendums 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.

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
- Signed Bid Information & Requirements pages
- Any necessary descriptive literature and/or specifications information as outlined above and in Bid Information & Requirements
- Completed and signed Bid Submission Worksheets
- Completed and signed Bidder’s Response Form

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

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

Bid submissions shall be submitted in a sealed envelope and addressed to: David Coggins, 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.

BID INFORMATION & REQUIREMENTS

GENERAL INFORMATION:

This bid is for Auto Parts and Filters to be purchased by the City of Tuscaloosa Police Department fleet maintenance shop located at 3801 Trevor S. Phillips Avenue in Tuscaloosa. It is not anticipated that other City departments will utilize the contract resulting from award of this bid. However, the awarded bidder(s) will be required to extend these same prices and terms to other City departments if needed.

QUANTITIES:

The quantities to be purchased are not known. There are no guarantees that the City will purchase any specified quantities. All orders will be placed by the City on an as needed basis.

ITEM CONDITION:

All products must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, sample, used, or irregular products will be considered for purchase under the terms of this contract.

BID SUBMISSION REQUIREMENTS:

The brands and part numbers specified on the Bid Submission Worksheets are preferred by the City based on quality and prior performance. If a bidder submits a bid for brands/part numbers other than those specified in this bid, the bidder must include full manufacturer’s published technical specifications with their bid. Failure to comply with this requirement will eliminate your bid from consideration for award.

Bidder shall include the brands and part numbers being bid on the Bid Submission Worksheet pages in the spaces provided. If no brands/part numbers are specified, the City will assume that bidder intends to furnish the brand/part number specified. Failure to comply with this requirement may eliminate your bid from consideration for award.

Upon evaluation by City personnel, any parts bid that are not deemed equal to or better than the specified parts/part numbers will not be considered for award. The burden of proof is on the bidder to show that alternate brands/part numbers are equal to or better than those specified in this bid.

Special Note for Alternate Brand Bids: If a brand/part submitted for consideration is available in multiple quality levels – i.e. Platinum, Gold, Silver, Bronze – the bidder must submit a bid for the highest quality level available. Bids for less than the highest quality level will not be considered. Additionally, if awarded a bid for any such alternate brand/part number, any attempt to deliver any part less than the highest quality level part will result in immediate termination of bid award.

BID AWARD:

The City shall award this bid to a Primary bidder. Additionally, the City may choose to make an award to a Secondary bidder to be used in the event the Primary bidder is unable to provide an item within a reasonable amount of time as determined by the City. The Secondary bidder shall be obligated to all applicable terms and conditions contained herein. By submitting a bid, all bidders agree to become Secondary bidder if determined as such by the City. The City reserves the right to purchase non-bid items elsewhere.

UNBALANCED BIDDING:

The City will reject any bid that is unbalanced if it is in the best interest of the City to do so. A bid will be considered unbalanced when, in the opinion of the Purchasing Agent, the bid allocates a disproportionate share of costs to the price of one or more bid items in order to reduce the costs to the price of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the City.

ADDITIONAL DISCOUNTS:

The parts listed in the bid are the ones most commonly purchased by the Police Department Fleet. Awarded bidder(s) must agree to extend similar pricing/discounts for the purchase of other parts not specifically listed herein.

DELIVERIES:

Bid prices shall include delivery to the Police Department Fleet Maintenance Shop (or other City location, if applicable) within one hour of placement of order.

BID SUBMISSION WORKSHEET

ITEM NO.	ITEM DESCRIPTION	BRAND	PART NO.	BID BRAND	BID PART NO.	BID UNIT PRICE
1	Brake Rotor	Raybestos	580279P			
2	Brake Rotor	Raybestos	580422P			
3	Brake Rotor	Raybestos	581032P			
4	Brake Rotor	Raybestos	680982P			
5	Brake Rotor	Raybestos	680983P			
6	Brake Rotor	Raybestos	680507P			
7	Brake Rotor	Raybestos	680508P			
8	Brake Rotor	Raybestos	681951PER			
9	Brake Rotor	Raybestos	580721			
10	Brake Caliper	Raybestos	RC12031P			
11	Brake Caliper	Raybestos	RC12032P			
12	Brake Caliper	Raybestos	RC11382P			
13	Brake Caliper	Raybestos	RC11381P			
14	Brake Caliper	Raybestos	RC12562P			
15	Brake Caliper	Raybestos	RC12561P			
16	Brake Pads	Raybestos	SP931PPH			
17	Brake Pads	Raybestos	SP932PPH			
18	Brake Pads	Raybestos	SP1194PPH			
19	Brake Pads	Raybestos	SP1367PPH			
20	Brake Pads	Raybestos	SP1414PSH			
21	Brake Pads	Raybestos	SP1602TRH			
22	Brake Pads	Raybestos	SP1611APPH			
23	Brake Pads	Raybestos	SP1612PPH			
24	Radiator	TYC	2852			
25	Radiator	TYC	2921			
26	Radiator	TYC	13226			
27	Radiator	TYC	13510			
28	Condenser	TYC	3557			
29	Condenser	TYC	3788			
30	Condenser	TYC	4689			
31	Condenser	AC Delco	15-63666			
32	Condenser	AC Delco	15-63787			
33	Condenser	Motorcraft	DG1Z-19712-B			
34	Condenser	Motorcraft	HL3Z-19712-A			
35	Compressor	Motorcraft	DA8Z-19703-C			
36	Compressor	Motorcraft	HL3Z-19703-C			
37	Compressor	AC Delco	15-22303			
38	Compressor	AC Delco	15-51267			
39	Fuel pump	AC Delco	M100095			
40	Fuel pump	AC Delco	M1000235			
41	Fuel pump	AC Delco	HPM1035			
42	Fuel pump	Motorcraft	BW1Z-9H307A			
43	Fuel pump	Motorcraft	FL3Z-9A299C			
44	Fuel pump	Motorcraft	FL3Z-9H307A			
45	Fuel pump	Motorcraft	DG1Z-9H307P			
46	Fuel pump	Motorcraft	JL3Z-9H307G			

BID SUBMISSION WORKSHEET (cont.)

ITEM NO.	ITEM DESCRIPTION	BRAND	PART NO.	BID BRAND	BID PART NO.	BID UNIT PRICE
47	Chassis Part	Moog	RK620218			
48	Chassis Part	Moog	RK620219			
49	Chassis Part	Moog	CK80038			
50	Chassis Part	Moog	CK80040			
51	Chassis Part	Moog	EV455			
52	Chassis Part	Moog	ES3693			
53	Chassis Part	Moog	ES3694			
54	Chassis Part	Moog	K200168			
55	Chassis Part	Moog	RK641799			
56	Chassis Part	Moog	RK641800			
57	Chassis Part	Moog	CK620955			
58	Chassis Part	Moog	CK620956			
59	Chassis Part	Moog	CK80669			
60	Chassis Part	Moog	CK80670			
61	Chassis Part	Moog	K200222			
62	Chassis Part	Moog	ES800621			
63	Chassis Part	Moog	CK80306			
64	Chassis Part	Moog	CK80308			
65	Chassis Part	Moog	RK621266			
66	Chassis Part	Moog	RK621267			
67	Chassis Part	Moog	ES800514			
68	Chassis Part	Moog	ES800515			
69	Chassis Part	Moog	EV800457			
70	Hub Bearing	SKF	BR930506			
71	Hub Bearing	SKF	BR930693			
72	Hub Bearing	SKF	BR930742			
73	Hub Bearing	SKF	BR930790			
74	Hub Bearing	SKF	BR930915			
75	Engine Mount	Anchor	3024			
76	Engine Mount	Anchor	3025			
77	Engine Mount	Anchor	3180			
78	Engine Mount	Anchor	3211			
79	Engine Mount	Anchor	3218			
80	Engine Mount	Anchor	3219			
81	Engine Mount	Anchor	3275			
82	Engine Mount	Anchor	3276			
83	Engine Mount	Anchor	3371			
84	Engine Mount	Anchor	3372			
85	Body Part	Dorman	741-390			
86	Body Part	Dorman	741-391			
87	Body Part	Dorman	741-442			
88	Body Part	Dorman	741-443			
89	Body Part	Dorman	741-664			
90	Body Part	Dorman	741-665			
91	Body Part	Dorman	741-678			
92	Body Part	Dorman	741-679			

BID SUBMISSION WORKSHEET (cont.)

ITEM NO.	ITEM DESCRIPTION	BRAND	PART NO.	BID BRAND	BID PART NO.	BID UNIT PRICE
93	Body Part	Dorman	751-224			
94	Body Part	Dorman	751-225			
95	Body Part	Dorman	751-775			
96	Body Part	Dorman	931-140			
97	Body Part	Dorman	931-300			
98	Body Part	Dorman	931-301			
99	Body Part	Dorman	931-305			
100	Body Part	Dorman	931-332			
101	Body Part	Dorman	931-333			
102	Body Part	TYC	11-6787-00-9			
103	Body Part	TYC	11-6788-00-9			
104	Body Part	TYC	20-5233-90			
105	Body Part	TYC	20-5234-90			
106	Body Part	TYC	20-6755-00			
107	Body Part	TYC	20-6756-00			
108	Ign. Part	AC Delco	41-110			
109	Ign. Part	AC Delco	41-114			
110	Ign. Part	AC Delco	41-810			
111	Ign. Part	AC Delco	41-814			
112	Ign. Part	AC Delco	748UU			
113	Ign. Part	AC Delco	9718Q			
114	Ign. Part	Denso	673-6000			
115	Ign. Part	Denso	673-6013			
116	Ign. Part	Denso	673-6300			
117	Ign. Part	Denso	673-6303			
118	Ign. Part	Denso	673-6304			
119	Ign. Part	Denso	673-7002			
120	Ign. Part	Denso	673-7104			
121	Belt	Gates	K040533			
122	Belt	Gates	K060448			
123	Belt	Gates	K060535			
124	Belt	Gates	K060640			
125	Belt	Gates	K060714			
126	Belt	Gates	K060910			
127	Belt	Gates	K060923			
128	Belt	Gates	K060935			
129	Belt	Gates	K030293SF			
130	Belt	Gates	K040337SF			
131	Belt	Gates	K040357SF			
132	Belt Tensioner	Gates	38485			
133	Belt Tensioner	Gates	39083			
134	Belt Tensioner	Gates	39298			
135	Belt Tensioner	Gates	39299			
136	Belt Tensioner	Gates	39364			
137	Belt Tensioner	Gates	39371			

BID SUBMISSION WORKSHEET (cont.)

ITEM NO.	ITEM DESCRIPTION	BRAND	PART NO.	BID BRAND	BID PART NO.	BID UNIT PRICE
138	Water Pump	Gates	41118			
139	Water Pump	Gates	42586			
140	Water Pump	Gates	43016			
141	Water Pump	Gates	43318			
142	Water Pump	Gates	43504			
143	Water Pump	Gates	45010			
144	Hose	Gates	22437			
145	Hose	Gates	23184			
146	Hose	Gates	23544			
147	Hose	Gates	23643			
148	Hose	Gates	24338			
149	Hose	Gates	24342			
150	Hose	Gates	24381			
151	Hose	Gates	24409			
152	Hose	Gates	24418			
153	Hose	Gates	24423			
154	Hose	Gates	24451			
155	Wiper Blade	Trico	19-140			
156	Wiper Blade	Trico	19-150			
157	Wiper Blade	Trico	19-160			
158	Wiper Blade	Trico	19-180			
159	Wiper Blade	Trico	19-200			
160	Wiper Blade	Trico	19-220			
161	Wiper Blade	Trico	19-260			
162	Wiper Blade	Trico	12-E			
163	Wiper Blade	Trico	13-1			
164	Wiper Blade	Trico	16-J			
165	Filter	Baldwin	B2			
166	Filter	Baldwin	B6			
167	Filter	Baldwin	B31			
168	Filter	Baldwin	B34			
169	Filter	Baldwin	B160			
170	Filter	Baldwin	B329			
171	Filter	Baldwin	P7406			
172	Filter	Baldwin	B7449			
173	Filter	Baldwin	PA2152			
174	Filter	Baldwin	PA4113			
175	Filter	Baldwin	PA4321			
176	Filter	Baldwin	PA4322			
177	Filter	Baldwin	PA4323			
178	Filter	Baldwin	BF7668			

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.**

Awarded bidder(s) may 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.

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: _____