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

---

**HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION DAY**

**BID NO. 9061-121718-1**

<table>
<thead>
<tr>
<th>Signature ______________</th>
<th>Company __________________</th>
</tr>
</thead>
</table>

(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.

The City reserves the right to select the contractor as the best interest of the City may require, awarding the contract from any of the proposals, to reject any and all proposals or parts thereof and to waive any informalities in the proposals received. Prices quoted in the proposal will be good for twelve (12) months after being opened by the City of Tuscaloosa, Alabama. Please note that the contract awarded to provide household hazardous waste collection day services may be extended on a yearly basis for up to three (3) years. The City of Tuscaloosa believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small businesses, minority businesses and women’s businesses are given ample opportunity to provide the above-mentioned services when economically feasible. The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Tuscaloosa. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes.

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 Stacy Vaughn at (205) 248-4904 or svaughn@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.

Vendor to submit the following:

- Signed Special Conditions page
- Complete proposal as outlined in Specifications & Scope of Work
- Completed and signed Cost Proposal
- 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.
SPECIFICATIONS & SCOPE OF WORK

Introduction

The City of Tuscaloosa (City) plans to sponsor an annual household hazardous waste (HHW) collection day during the summer of 2019 through 2021, budget permitting. The 2019 event is scheduled to be held on Saturday June 8, at the Public Safety Logistics parking lot. The event will be made available to approximately 100,000 residents of the City of Tuscaloosa, as well as residents from the City of Northport and Tuscaloosa County. It is expected that the type of waste that will be accepted during the event will include, but not be limited to paints and other paint-related products, lawn and garden poisons, used motor oil, antifreeze, gasoline, kerosene, lightbulbs and automotive batteries.

Businesses and out-of-county residents will not be allowed to participate, and the volume accepted per participant will be limited to no more than five (5) gallons or fifty (50) pounds. Medical waste, syringes, gas cylinders, fire extinguishers, tires and/or radioactive waste will not be accepted.

In June 2018, roughly 35,000 pounds of HHW was collected during a similar event held by the City of Tuscaloosa Environmental Services Department.

Contract Information

The City reserves the right to select the contractor as the best interest of the City may require, awarding the contract from any of the proposals, to reject any and all proposals or parts thereof and to waive any informalities in the proposals received. Prices quoted in the proposal will be good for twelve (12) months after being opened by the City of Tuscaloosa, Alabama. Please note that the contract awarded to provide household hazardous waste collection day services may be extended on a yearly basis for up to three (3) years. The City of Tuscaloosa believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small businesses, minority businesses and women's businesses are given ample opportunity to provide the above-mentioned services when economically feasible. The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Tuscaloosa. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes.

Not To Exceed Contract Amount And Payment

The executed contract shall have a not-to-exceed amount of thirty thousand dollars ($25,000.00). It is the contractor’s responsibility to periodically assess, throughout the collection day, the quantity of waste collected and notify the City’s event coordinator if the estimated event cost, based upon the volume of waste collected to that time, is approaching the not-to-exceed amount. The City will not be responsible for any costs in excess of the not-to-exceed amount unless The City’s event coordinator authorizes the contractor to continue accepting waste after receiving notification from the contractor.

Fuel Surcharges

No fuel or energy surcharges will be accepted. If costs for fuel are an issue, Contractor needs to accommodate for this in their cost proposal.
City Responsibilities

A. The City will manage the event and provide public education and advertising, containers for storage of residual waste items, and notification to emergency response personnel.

B. Employees and/or volunteers provided by the City will direct traffic flow, conduct surveys, unload participant vehicles, and assist with moving chemicals to appropriate packing stations. The City will provide personal protection equipment for employees and/or volunteers.

C. Insure that the Hazmat and Bomb squad is on call during the collection event.

Contractor(s) Responsibilities

A. Contractor will be required to assist the City with the planning and organizing of the program, and be available for site visits and the development of waste profiles prior to the collection day.

B. Contractor(s) must provide properly trained and qualified personnel, equipment, vehicles, supplies and packing materials needed for the collection, packing, transport and disposal of the chemicals collected.

C. Contractor(s) will coordinate with the City to develop a site contingency plan and train all personnel, including volunteers, in site safety procedures such as signals and evacuation routes.

D. Contractor(s) will provide supervisory oversight to insure that all chemicals collected are properly characterized, packed, documented (packing lists) and labeled.

E. Contractor(s) will provide for the safe treatment and disposal of the collected wastes in compliance with all local, state, and federal regulations, including Department of Transportation requirements, and remain on site until all containers are removed and all paperwork is completed at the end of the collection day.

F. Contractor(s) will be properly bonded, licensed and insured to guarantee responsibility for the wastes and will take title to the wastes and indemnify the City against any damages that might result from improper management during the transport or disposal of the wastes.

G. Contractor(s) will supply the name, address, contact, telephone number and Environmental Protection Agency (EPA) ID number for any transfer, storage, recycling, and/or disposal sites and identify the method of disposal for all wastes collected. Permits for these facilities should be attached to the proposal with an explanation of normal routing when the waste leaves the collection site. Companies that can internalize all labor, packaging, transportation and disposal services will be highly favored. The preferred method of waste management is recycling or reuse, when feasible, followed by RCRA incineration. Land disposal is least preferred and restricted to licensed hazardous waste landfills.

H. Contractor(s) will provide the City/Director of Environmental Services with a Certificate of Destruction for all wastes removed from the collection site within ninety (90) days from the collection date.

I. Contractor shall be deemed to be the “Generator” (for the purpose of Alabama and Federal laws and regulations) of all materials accepted by the Contractor at the site for the HHW collection and should have a hazardous waste generator ID number. The Contractor shall assure the City that the materials for which the contractor accepts generator status shall be accepted for disposal at the final disposal site(s), a list of which will be provided to the City by the successful contractor after the collection event(s).
J. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by the contractor’s action pursuant to this contract.

K. Contractor shall pay proper attention to personal safety of all involved personnel throughout the program. All operations must be performed in a safe manner in accordance with Federal and State regulations. The contractor shall ensure that its personnel involved in this program are trained for the level of expertise required for the proper performance of the task.

L. It is recommended that the contractor have a Geiger counter on-site for the detection of radioactive waste materials. No radioactive materials will be accepted for the disposal.

M. The contractor shall be responsible for the mobilization and demobilization of those portions of the collection site devoted to collection, handling, packaging, and transportation of household hazardous waste, including contractor’s safety equipment, lab equipment, and Hazmat provisions.

N. Eating, drinking, and smoking are strictly prohibited in the waste drop-off and handling areas.

O. If a site evacuation is necessary, the Contractor’s Safety Officer or their designee will be assigned the duty of alerting all on-site personnel, volunteers, and program participants. An evacuation plan will be developed by the contractor and will be reviewed by City emergency personnel prior to the event. All program participants will evacuate to a pre-assigned area and the contractor will make a personnel count.

P. Contractor’s Project Manager will have the authority to remove anyone from the site and prohibit his/her re-entry should it be determined that the person threatens the site’s safety and security.

Q. Contractor is responsible for cleanup of collection area site. Site must be cleaned no later than 12:00 p.m. the Sunday following the collection event. If the site is not cleared to the property owner’s satisfaction, or if there is any damage caused by the contractor to the property, the City may pay for appropriate cleaning or repairs and deduct the cost of this cleaning/repair from future payments to the contractor.

R. Copies of all manifests related to waste collected and disposed of by the contractor shall be provided to the City within 30 days of the completion of the event.

S. Reports – Copies of all detailed disposal reports will be provided to the City within thirty (30) days of the completion of each collection event.

T. The contractor shall provide, at contractor’s expense, all spill control measures which are necessary to control any type of spill. The contractor is completely responsible for cleanup of any spill as a result of its activities at the collection site, during transportation, or at the disposal facility, including all costs incurred. The contractor must clean up spills in accordance with State and Federal regulations and verify that cleanup meets with applicable cleanup standards. The City reserves the right to make verification checks on any area it deems necessary.

Award of Contract(s)

The City reserves the right to waive minor informalities in proposals, reject any or all proposals, accept any single item or combination of items and to award the contract(s) to the contractor or contractor believed most advantageous to this program.
Proposal Format

All proposals must contain the following items as listed and in a concise manner:

A. Cover letter: Name, address and telephone number of contractor and name of contract.

B. Technical Proposal:

1. Company background - Provide a description of the proposing company, including primary business and experience in hazardous waste management. Include any non-compliance record for proposed facilities for the last three years.

2. Related project experience - Provide at least three (3) household hazardous waste projects that were performed within the last year by the company. Include name and address of the project, the name and telephone number of the contact person and a brief description.

3. Staffing and employee experience - Provide a list of personnel, by job type, who will be involved with this program, including their degree, training, experience and responsibilities.

4. Site set-up - Submit a diagram of the collection site, including traffic flow, positioning of fire, spill and safety equipment and a detailed description of receipt, segregation, packaging and loading of chemicals. Include a plan describing how unknown chemicals will be handled during the event, including any field testing/characterization. Also, describe any other laboratory analyses that may be necessary after the event to obtain final disposal approval for these unknowns.

5. Equipment list - Provide a list of all equipment deemed necessary at the collection site, including fire prevention; spill clean-up, personal protection.

6. Site safety plan - Describe procedures to minimize the risk of spill or fire, and to protect site workers and participants.

7. Contingency plan - Provide a format for contingency plan, including a description of notification procedures for on-site emergencies and the evacuation of participants and site workers if necessary.

8. Packaging/bulking procedures - Describe on-site packaging and bulking methods, including safety procedures, for collected wastes.

9. Volunteer training - Describe the training to be provided to on-site volunteers.

10. Transportation and disposal facilities - Provide a list of all transporters and storage, transfer, treatment, recycling and disposal facilities, which may be used in the performance of this program. Include name, address, contact, phone number, EPA ID number, and Permits for each transporter or facility. Identify normal routing and disposal for all wastes collected.

Cost Proposal

Contractor is required to complete the attached cost proposal as outlined.

A. Disposal Fees - Provide unit cost for transportation and disposal of estimated amounts of wastes to be collected.
B. Labor - Provide costs on a per-hour basis for chemists and technicians and number required.

C. Transportation - Provides for the cost for the transporting of the waste.

D. Misc. Materials - Provide costs for supplies to be used.

E. Other – provide any additional costs to be charged for this event (describe)

F. Estimated Total - For the purpose of comparison only, contractor should compute a cost total for collection, transport and disposal for the items listed on worksheet

Sample Contract:

Contractor should submit a sample contract along with their bid.
## HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION DAY

**Company________________**

**BID NO. 9061-121718-1**

**Signature________________**

## COST PROPOSAL

### A. Disposal Fees

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>COST PER UNIT</th>
<th>UNIT TYPE</th>
<th>EST. AMOUNT</th>
<th>ESTIMATED TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerosol Cans</td>
<td>Each</td>
<td></td>
<td>1000</td>
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</tr>
<tr>
<td>Alkaline Batteries</td>
<td>Pound</td>
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<td></td>
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<tr>
<td>Antifreeze</td>
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<td></td>
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<td>Automotive Batteries</td>
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<td>Bulk Flammable Liquid</td>
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<td>Compact Florescent Bulbs</td>
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<tr>
<td>Corrosive Liquid, Acidic</td>
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<td>Latex Paint</td>
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<tr>
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<td>18</td>
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<td>Oil Based Paint</td>
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<td>Oxidizing Liquids</td>
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<td>Propane Tanks - 20lbs</td>
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<tr>
<td>Used Oil</td>
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**EST. TOTAL (A)**

### B. Labor, Transportation and Other

<table>
<thead>
<tr>
<th>ITEM</th>
<th>COST PER UNIT</th>
<th>UNIT TYPE</th>
<th>EST. AMOUNT</th>
<th>ESTIMATED TOTALS</th>
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</thead>
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<tr>
<td>Transportation</td>
<td>Each</td>
<td></td>
<td>1</td>
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</tr>
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<td>Labor</td>
<td>Each</td>
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<tr>
<td>Misc Materials</td>
<td>Each</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Other -</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other -</td>
<td></td>
<td></td>
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<td>Other -</td>
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<tr>
<td>Other -</td>
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</tbody>
</table>

**EST. TOTAL (B)**

### C. Estimated Total

<table>
<thead>
<tr>
<th></th>
<th>TOTAL FROM (A)</th>
<th>TOTAL FROM (B)</th>
<th>ESTIMATED TOTAL (C)</th>
</tr>
</thead>
</table>

*Note: The estimated totals are calculated by adding the totals from (A) and (B).*
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: ______________________________