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
BID NO. 9041-121918-3

(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.

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

Company________________________
Signature________________________
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 Amy Whitson at (205) 248-5251 or awhitson@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
- Any necessary descriptive literature and/or specifications information as outlined above and/or elsewhere in this document
- Completed and signed Specifications/Bid Submissions page(s)
- 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.
MINIMUM SPECIFICATIONS FOR 3/4 TON TRUCK WITH UTILITY BED

It is the intent of these specifications to describe a 3/4 Ton Truck with Utility Bed as needed by the City Of Tuscaloosa. These specifications are describing and stating the minimum requirements needed for this truck to perform necessary functions and tasks for various City departments.

The City intends to make an initial purchase of one (1) total truck as a result of this bid. Additionally, the City reserves the right to purchase additional quantities of the awarded items for a period of 180 days after bid award date.

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. Fill in blanks with: a “YES” if meeting or exceeding the numbered specification(s) or a “NO” if exception(s) is taken to the numbered item. A checkmark will not suffice. This form must be correctly completed and returned 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.

3/4 TON TRUCK DETAILED SPECIFICATIONS

_____ 1. Year & Model – New and unused 2019 year model 3/4 ton truck with a minimum 10,000 GVWR and with factory warranty.

_____ 2. Wheel Base – 137” minimum.

_____ 3. Engine – 6.2 liter or greater gasoline engine.

_____ 4. Transmission – Automatic, 6 speed.

_____ 5. Brakes – Power, front disc, rear disc.


_____ 7. Tires – P245/70R/17 radials with highway tread.

_____ 8. Spare Tire & Wheel – Same as on vehicle.


_____ 10. Suspension – Heavy-duty suspension package and/or chassis.

_____ 11. Heater & Defroster – To be included.

_____ 12. Mirrors -- Two outside door-mounted rear-view mirrors. Shall be power mirrors.

_____ 13. Features -- Power door locks with keyless entry remote, power windows.


_____ 15. Alternator – 130 amp minimum.


_____ 20. Rear Axle – 6,250 minimum.

_____ 21. Rear Springs – 6,300 minimum.


_____ 25. Gauges – Volt, oil, and temperature gauges, along with upfitter switches.

_____ 26. Equipment -- All standard and safety equipment to be included, including all other group standard equipment.

_____ 27. Fuel Tank(s) -- To be extra capacity single tank (minimum of 30 gallons) or dual tank extra capacity system.

_____ 28. Literature – All literature to be enclosed in truck upon delivery.

_____ 29. Freight – Bid price shall include all freight charges for delivery to City facilities in Tuscaloosa.

_____ 30. Lights - Four (4) corner strobe lights. Two (2) clear strobe lights in front, two (2) amber strobe lights in rear.

**UTILITY BED (SERVICE BODY) DETAILED SPECIFICATIONS**

_____ 1. Body Shell – 14 gauge two-side A40 galvanneal steel. Compartment top and back to be one piece seamless design. All doors, door openings, drip rails and other exposed steel edges to be hemmed for strength, safety and resistance to corrosion.

_____ 2. Floor – 12 gauge minimum tread plate with 1 3/8” return flange on each side. Side compartment back panel overlaps and interlocks with floor flange, providing support for weight of side compartment.


_____ 5. Door – 20 gauge two-sided A40 galvanized steel double panel doors with hat section reinforcements. Also waterproof.

7. Rotary Latches – Zinc plated corrosion resistant rotary latches riveted to door with non-corrosive aluminum rivets incorporating stainless mandrels. Rotary latch to be slam-latchable. Latching cam to be elongated to allow the latch to move vertically relative to the lockstrike to prevent torsional damage.

8. Door Strikers – Must be adjustable.

9. Door Seals – Automotive “bulb type” neoprene door seals to be installed on all door frames.

10. Shelving – 18 gauge bright spangled galvanized shelves with hemmed dividers on 4” centers. Minimum 250 lb. capacity rated.

11. Door Retainers – Double spring over center door retainers on all vertical doors to retain doors in positive open or closed position. Other type retainers, i.e. cables, chains, are not acceptable.

12. Exterior Prime & Paint – Multiple coat of a chromate rich, chemically cured primer.

13. Undercoating – Body to be completely undercoated by manufacturer of the body using six (6) mils of petroleum base or equivalent material.


16. Body Width – 78”.

17. Bumper – Body to be equipped with a heavy duty bumper capable of pulling a utility trailer, and wide enough for mounting a heavy duty vise. Bumper must be 8” wide and straight across bed (no “V” in middle).


19. Warranty – The following items to be covered by a minimum 5 year warranty:
   a. No rust-through guarantee
   b. Continuous Door Hinge – Guaranteed not to fail to operate or come off.
   d. Shelves – Guaranteed not to fail in bending under maximum 250 lb. rated load.

20. Locks – Master locking system on bed.

21. Literature – All literature to be enclosed in truck upon delivery.

22. Freight – Bid price shall include all freight charges for delivery to City facilities in Tuscaloosa.
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.

BID SUBMISSION

MAKE/MODEL: _______________________________________________________

BID PRICE: _______________________________________________________

DELIVERY TIME: ______________________________________________________

BIDDER INFORMATION

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: ______________________________