SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	**INVITATION TO BID** CITY OF TUSCALOOSA
BID TITLE **AUTOMOTIVE BATTERIES**			BID NO. 7008-040616-1
PAGE 1 OF 7 PAGES	**BIDS WILL BE OPENED AT 2:00 PM ON APRIL 6, 2016 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SUCH DATE & TIME.**		ISSUE DATE 03/15/2016

MAYOR
WALTER MADDOX

COUNCIL MEMBERS

PHYLLIS W. ODOM
MATTHEW CALDERONE
HARRISON TAYLOR
KIP TYNER
CYNTHIA LEE ALMOND
EDDIE PUGH
SONYA McKINSTRY

CITY CLERK (ACTING)
DEBRA K. CLEMENTS

PURCHASING AGENT
DAVID COGGINS

Vendor Information

(SECTION TO BE COMPLETED BY VENDOR)

_____
Company Name (Please Print)

_____ _____
Phone Number Fax Number

_____
Email Address

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**

(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 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/.

** PRELIMINARY BID TAB WILL BE POSTED ON THE CITY'S WEBSITE ONCE AVAILABLE.

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.

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 Jimmy Sexton at (205) 248-5875.

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**
- **Completed and signed 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 SPECIFICATIONS

I. General Provisions:

The purpose of this Invitation to Bid (ITB) is to establish a contract for a manufacturer's entire line of batteries. For purposes herein, the term "entire line" shall include all batteries manufactured by bidder or bidder's supplier. As a condition of this contract, the City of Tuscaloosa shall have the right to purchase batteries not specifically listed in this ITB at prices and/or discounts that are comparable to the awarded bid prices. However, the City reserves the right to purchase non-bid or non-stock items elsewhere at its discretion.

If prices decline during the duration of this contract, or should awarded vendor at any time sell the same batteries in similar quantities and delivery conditions to others for prices lower than awarded bid prices, the vendor shall immediately extend those lower prices to the City of Tuscaloosa.

The City reserves the right to award this bid by item, by group, or in the aggregate. The City shall not be assessed any sales taxes.

II. Cancellation:

The City of Tuscaloosa shall reserve the right to cancel any agreement resulting from this ITB if delivery and/or service by awarded bidder prove to be unsatisfactory. The City may then procure the articles or services from other sources and may deduct the same from any unpaid balance due the vendor, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made. The City shall be the sole judge as to whether performance is satisfactory.

III. Stock Position:

Items normally carried in awarded vendor's stock shall be available to the City at all times, or shall be immediately obtainable from the local stocking distributor's warehouse. Poor performance, as judged by City personnel, in relation to in stock positions may be cause for cancellation of agreement. Vendor will not be held liable for delay in fulfillment caused by circumstances beyond their control, such as natural disasters, supply chain disruptions, accidents, or acts of God.

IV. Deliveries:

Bid prices shall include delivery to any City shop as required. Daily deliveries may be required. Delivery shall be made no later than one hour after order is placed.

V. Warranties:

Batteries shall have a minimum one (1) year warranty for full replacement at no cost to the City. One year warranty shall begin at date of purchase.

Please state any warranties applicable past one (1) year. Pro-rated warranties after the initial one (1) year shall be acceptable.

VI. Miscellaneous:

Battery installation date chart shall be on battery when delivered. Minimum cold cranking amps plate shall be on battery when delivered. Batteries must be swapped out from stock every 120 days.

AUTOMOTIVE BATTERIES

Company_____

BID NO. 7008-040616-1

Signature_____

BIDDER'S RESPONSE FORM

ITEM NO.	ITEM GROUP (12 VOLT)	MINIMUM CRANKING AMPS	BRAND/MODEL NO.	BID PRICE EACH
1.	24	700 CCA @ ZERO DEGREES		
2.	24F	700 CCA @ ZERO DEGREES		
3.	27	750 CCA @ ZERO DEGREES		
4.	27F	750 CCA @ ZERO DEGREES		
5.	34-78 DUAL TERMINAL SPIRAL CELL AQM	750 CCA @ DEEP CYCLE		
6.	31P	925 CCA @ ZERO DEGREES		
7.	31S	925 CCA @ ZERO DEGREES		
8.	X75	630 CCA @ ZERO DEGREES		
9.	X65	850 CCA @ ZERO DEGREES		
10.	51R-60	LAWN MOWER – 450 AMP		
11.	ULMC	LAWN MOWER – 300 CCA		
12.	ULMCR	LAWN MOWER – 230 CCA		
13.	W78	SIDE POST 770 CCA		
14.	94R	730 CCA @ ZERO DEGREES		
15.	48	690 CCA @ ZERO DEGREES		
16.	34/78	800 CCA @ ZERO DEGREES		
17.	AGM31	1150 CCA @ ZERO DEGREES		
18.	65AGM	750 CCA @ ZERO DEGREES		
19.	48AGM	690 CCA @ ZERO DEGREES		

BIDDER'S RESPONSE FORM cont.

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: _____**FAX 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.

AUTOMOTIVE BATTERIES Company_____

BID NO. 7008-040616-1 Signature_____

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:_____