


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	CITY WALK TECHNOLOGY & LIGHT POLE MATERIALS		BID NO. 7003-101614-1
PAGE 1 OF <u>7</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON OCTOBER 16, 2014 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 TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SUCH DATE & TIME.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 09/24/2014
 <p>MAYOR WALTER MADDOX</p> <p>COUNCIL MEMBERS BURRELL G. ODOM MATTHEW CALDERONE HARRISON TAYLOR KIP TYNER CYNTHIA LEE ALMOND EDDIE PUGH SONYA MCKINSTRY</p> <p>CITY CLERK TRACY B. CROOM</p> <p>PURCHASING AGENT DAVID COGGINS</p>		<p>Vendor Information (SECTION TO BE COMPLETED BY VENDOR)</p> <p><u>Valmont Industries, Inc.</u> Company Name (Please Print)</p> <p><u>800-825-6668</u> <u>402-359-4025</u> Phone Number Fax Number</p> <p><u>hank.vaughn@valmont.com</u> Email Address</p>	

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.

Company Valmont
Signature [Handwritten Signature]

Bid NO. 7003-101614-1

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 request 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 varies from General Conditions shall have precedence.

18. UTILIZING MINORITY CONTRACTORS

Contractors are encouraged to utilize the minority contractor database to identify eligible minority contractors and subcontractors. Bidders should document its efforts to utilize minority contractors for the project and identify the minority subcontractors that the bidder intends to engage on the project. Bidders may obtain database information by contacting LaPerry Howell of the City of Tuscaloosa at (205) 248-5089.

** PRELIMINARY BID TABS WILL BE POSTED ON THE CITY'S WEBSITE ONCE THEY ARE 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 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 ordered at the prices, terms, and conditions quoted.

Please read Attachment #3, Special Conditions for Federally Funded Contracts, and make sure you meet these conditions before submitting your bid.

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 Jason Walker at (205) 561-3778.

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.

Vendor to submit the following:

- Signed Special Conditions page
- Any necessary descriptive literature and/or specifications information as outlined above
- Completed Bid Schedule
- 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.

Company Valmont
Signature [Handwritten Signature]

SPECIFICATIONS

The Tuscaloosa City Walk Project is scheduled to be constructed in three segments over an 18 to 24 month period. The quantities listed in the bid schedule are estimates based on the current scope of the project. In the event of unforeseen changes to the project design and scope, the actual quantities purchased may change. The City anticipates placing separate orders for each of the three segments of the project. Bid prices are to be firm for at least 24 months after bid award in order to allow for this project segment schedule.

Unless otherwise specified at the time of order, delivery shall be made to the following location:

Tuscaloosa Department of Transportation (TDOT)
1100 28th Ave.
Tuscaloosa, AL 35401

Delivery Requirements:

- Aluminum Pole Components – within 45 days of order
- Steel Pole Components – within 90 days of order

Complete Specifications, Drawings, and Special Conditions are attached as follows:

- Attachment # 1 – City Walk Pole Arm & Box Specifications (16 total pages)
- Attachment # 2 – City Walk Pole Detail Drawings (4 total pages)
- Attachment # 3 – Special Conditions for Federally Funded Contracts (13 total pages)

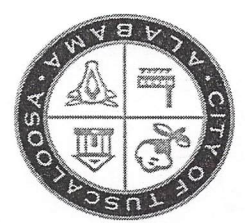
These attachments are available for download along with these bid documents on the Bids page of the City Of Tuscaloosa website, <http://www.tuscaloosa.com/e-services/bids> .

Company: **ALMONT**
 Signature: *[Handwritten Signature]*



City of Tuscaloosa
City Walk Technology - Light Pole Materials

Bid Schedule
 September 19, 2014



Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
PROJECT BASE BID COST					
<i>University Place / Forest Lake CityWalk Project</i>					
1	17	each	18 Foot Aluminum Pedestrian Light Pole Assembly (per specifications and drawing details including mount hardware)	\$ 1,203	\$ 20,451
2	25	each	30 Foot Aluminum Street Pole (per specifications and drawing details / single street light port including mount hardware)	\$ 1,818	\$ 45,450
3	42	each	4 Foot Aluminum Arm (including mount hardware)	\$ 125	\$ 5,250
4	25	each	10 Foot Aluminum Arm (including mount hardware)	\$ 514	\$ 12,850
5	21	each	Communications IT-Cabinet (including mount hardware)	\$ —	\$ No Bid
<i>Alberta Parkway and CityWalk Project</i>					
6	39	each	18 Foot Aluminum Pedestrian Light Pole Assembly (per specifications and drawing details including mount hardware)	\$ 1,203	\$ 46,917
7	14	each	18 Foot Aluminum Street Pole (per specifications and drawing details / dual street light port including mount hardware)	\$ 1,203	\$ 16,842
8	2	each	30 Foot Aluminum Street Pole (per specifications and drawing details / single street light port including mount hardware)	\$ 1,818	\$ 3,636
9	30	each	30 Foot Aluminum Street Pole (per specifications and drawing details / dual street light port including mount hardware)	\$ 1,818	\$ 54,540
10	69	each	4 Foot Aluminum Arm (including mount hardware)	\$ 147	\$ 10,143
11	62	each	10 Foot Aluminum Arm (including mount hardware)	\$ 316	\$ 19,592
12	20	each	Communications IT-Cabinet (including mount hardware)	\$ —	\$ No Bid
<i>10th Avenue Improvements / City Walk Project</i>					
13	4	each	18 Foot Steel Pedestrian Light Pole Assembly (per specifications and drawing details including mount hardware)	\$ 2,440	\$ 9,760
14	62	each	30 Foot Steel Street Pole (per specifications and drawing details / single street light port including mount hardware)	\$ 2,909	\$ 180,358
15	66	each	4 Foot Steel Arm (including mount hardware)	\$ 232	\$ 15,312
16	62	each	10 Foot Steel Arm (including mount hardware)	\$ 514	\$ 31,868
17	35	each	Communications IT-Cabinet (including mount hardware)	\$ —	\$ No Bid
TOTAL BASE BID =				\$	\$ 472,969

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: Valmont Industries, Inc.

CONTACT PERSON: Hank Vaughn

COMPLETE MAILING ADDRESS: 28800 Ida Street
Valley, NE. 68064

AUTHORIZED SIGNATURE: Hank Vaughn

PRINTED NAME: Hank Vaughn

TELEPHONE NUMBER: 800-825-6668 FAX NUMBER: 402-359-4025

E-MAIL ADDRESS: hank.vaughn@valmont.com

COPIES SUBMITTED:

2 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.