



- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.  
 (b) Bids may be withdrawn prior to the time set for the bid opening.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) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.  
 (d) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.  
 (e) 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.

**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](http://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.

Determination as to whether an item submitted for bid meets specifications shall be the sole responsibility of City personnel. Failure to include this information will subject a bid to rejection. 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. Where available, bid items are grouped into schedules by product group/type.

Bid items are grouped into schedules by product group/type. It is the City’s intention to award this bid by schedule. In order to be considered for award of a schedule, bidder should submit a bid for all items in that schedule. However, the City reserves the right to make award by item or group of items if it is in the best interest of the City to do so. 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 parts/supplies listed in the bid are the ones most commonly purchased by the City. If awarded a schedule, bidder(s) must agree to extend similar pricing/discounts for those same product types in sizes/models not specifically listed. For example, if awarded the schedule for Tap Sleeves, awarded bidder will sell Tap Sleeves in sizes not listed in the bid at the same price/discount levels as the sizes listed in the bid.

The City intends to award this bid to Primary Bidder(s). The City may also 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 (if applicable) 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 awarded bidder(s) shall guarantee full delivery within 90 days of receipt of order. If deliveries are not made at the time agreed upon, the City reserves the right to cancel and purchase from Secondary Bidder or the next lowest bidder, if applicable. Consistent failure to meet delivery times will constitute grounds for the termination of the awarded section of the contract. This declaration may result in the rejection of any future bids submitted by the vendor.

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.

Questions concerning the bid process should be directed to Amanda Gann at [agann@tuscaloosa.com](mailto:agann@tuscaloosa.com).  
Questions concerning Specifications should be directed to Hunter McJenkin at [hmcjenkin@tuscaloosa.com](mailto:hmcjenkin@tuscaloosa.com).

Any addenda 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.


**CONTRACT INFORMATION**

**The term of contracts resulting from this bid award shall be from October 1, 2022, or date of award if after that date, through September 30, 2023.**

**All items will be ordered on an as needed basis. There are no minimum order guarantees and no estimates for expected annual purchases.**

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.

Awarded bidders not honoring bid prices for the entire contract period will have their bid award rescinded for the remainder of the awarded contract period and may result in the rejection of any future bids submitted by the vendor.

The pricing structure under the terms of this contract may be adjusted on a semi-annual basis. Any price increase or decrease shall be in exact increments of any price increase or decrease imposed by the supplier, manufacturer or raw material index.

In the event a price increase is imposed upon the contractor by its supplier or manufacturer to procure labor or materials necessary to fulfill the scope of services and/or products to be provided under the terms of the contract due to unforeseeable economic and supply chain issues, the contractor may request a price increase equal to that imposed by its supplier or product manufacturer.

With any price increase request, the contractor shall provide a copy of the supplier's price increase notification along with the written request to the City. Price increase requests should be the result of an increase at the manufacturer's level that the contractor incurred after contract commencement date with the City and not produce a higher profit margin than that on the original contract. The documentation provided must clearly identify the items impacted by the increase.

The City will review the request and its sole discretion make a decision. If accepted, the adjustment shall become effective and will be firm for the remainder of the period. At no time shall the price increase(s) granted under the terms of this contract cumulatively exceed ten-percent (10%) in a single calendar year. Contract pricing adjustments shall not be considered for fuel price fluctuations and fuel surcharges shall not be paid under this contract.


## BID DOCUMENTS, BID SUBMISSION & IMPORTANT COVID-19 INFORMATION

### **Bid Documents include:**

1. These IFB pages are to be used in submitting your bid.
  - a. Complete IFB via the fillable PDF provided or typed text when available.
2. Include any necessary literature and/or specifications outlined in this document.
3. Include any additional information, forms, or documents that are requested in this document.
4. Provide completed certified W9, which a template can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
5. When submitting paper copies, Vendor must submit an original bid and one complete paper copy or the bid may be rejected.
6. When applicable, completed and signed Addendums. *It is the responsibility of the bidder to monitor the City's webpage for any addendums before submitting their bid.*

**NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.**  
Addendums and Preliminary bid tabs are posted on the city's website at <https://www.tuscaloosa.com/bids>

### **Options for Bid Submission:**

#### **1. Electronic Submission**

Submission of the bid documents as .pdf files can now be done at [www.centralbidding.com](http://www.centralbidding.com). For any questions about the electronic bid document submission process, please contact City of Tuscaloosa Purchasing or Central Bidding at 225-810-4814 or [support@centralbidding.com](mailto:support@centralbidding.com).

#### **2. Submitting Bids by Mail/Package Carrier**

Bidders who submit bids by mail or package carriers should do the following:

- a. Correctly label the outer envelope as instructed in this bid document to insure proper identification and delivery to Purchasing.
- b. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
- c. Do not wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

**Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, 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.

One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

**Note: Keep in mind that the City is not responsible for deliveries from mail/package carriers that are delivered after the bid deadline.**

#### **3. Submitting Bids by Hand**

Bidders submitting bids by hand must enter at the City Hall complex entrance located on the 4<sup>th</sup> level of the City's Intermodal Facility parking deck; the entrance to the deck is located on 7<sup>th</sup> Street beside Government Plaza. Bidders are to turn in sealed bids to the security guard on duty at the desk. Security will notify Purchasing that a bid has been turned in.

**Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, 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.

One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

**Note: Masks/face coverings may be required for entry into areas inside City Hall.**

### **Bid Opening & Potential Date Change**

If bidders choose to attend the bid opening, only one representative per bidder will be allowed to attend. All attendees shall be healthy and display no symptoms of sickness. Social distancing of at least six (6) feet shall be maintained. Face coverings that fully cover the nose and mouth may be required while in certain areas of all City-owned/operated facilities. Circumstances related to COVID-19 may warrant a change to the bid opening date. Any such date change will be published in an addendum and posted on our City's website at <https://www.tuscaloosa.com/bids>.


---

**SPECIFICATIONS**

**Schedule 22**

**METER READING PRODUCTS**

100W Water Communication ERT Module – ERW-1300-403

- Two “A” cell lithium batteries warranted for 20 years
- Maximum meter register pulse frequency: 4 Hertz
- Compatible with Sensus iPERL and Omni

100W Through the Lid Mount Kit – CFG-1300-004

- Compatible with the ERW-1300-403
- Compatible with a 2” hole through meter box lid

100W+ Through the Lid Antenna – CFG-0900-003

- TTL antenna American Disabilities Act compliant
- Compatible with the ERW-1300-403

Itron Splice Kit – OEM-0034-002

- Qty. 3 wire connectors
- 1 Gel Tube

5’ Cable with In-Line Connector with .167” Protective Coating – CFG-0151-010

- Itron connection X bare end wires (3 wires inside protective coating)

NEW METER READING PRODUCTS

Bidder Company Name

BID NO. 9070-102022-1

Bidder Signature


**ITEM LIST & BID SUBMISSION FORM**

	Schedule 22	New Meter Reading Products			
<b>Line Item</b>		<b>Part Description</b>	<b>City Part ID</b>	<b>UOM</b>	<b>Bid Price</b>
290		ENCODER WITH INTEGRAL CONNECTOR AND LEAK SENSOR ERW-1300-403	WD4106	EACH	
291		100W THROUGH THE LID MOUNT KIT CFG-1300-004	WD4107	EACH	
<b>Line Item</b>		<b>Part Description</b>	<b>City Part ID</b>	<b>UOM</b>	<b>Bid Price</b>
292		THROUGH THE LID REMOTE MOUNT ANTENNA KIT CFG-0900-003	TBD	EACH	
293		ITRON SPLICE KIT OEM-0034-002	WD4108	EACH	
294		5' CABLE WITH IN-LINE CONNECTOR WITH .167" PROTECTIVE COVER CFG-0151-010	WD4109	EACH	


**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.

BIDDER INFORMATION			
<b>Company Name</b>		<b>Contact Name</b>	
<b>Email Address</b>		<b>Telephone Number</b>	
<b>Business Address</b>		<b>Mailing Address for Payments</b>	
<b>Authorized Signature</b>			

**COPIES SUBMITTED:**

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

Awarded bidder(s) will 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.**