

CURTIS "WOODY" BAIRD
Mayor
AMANDA F. THOMAS
City Clerk



CITY COUNCIL
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Council President
Scott Hardy
President Pro Tempore
Bobby L. Tapley
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Chris Brown
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P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700
www.alexandercityal.gov

BID 22-10
CITY OF ALEXANDER CITY, ALABAMA
PURCHASE AGREEMENT

The City of Alexander City, Alabama, is requesting bids for the master purchase agreement and delivery of transformers for the Alexander City Lights and Power Department per the attached specifications. A full copy of the bid and all addendums may be obtained at [<https://alexandercityal.gov/rfps>]. Proposals must be submitted in writing to the Alexander City Clerk's office no later than **2:30pm CST, on Tuesday August 16th, 2022**. Proposals must be mailed or hand delivered to the address below. No proposals will be allowed to be submitted via fax or email.

Pre-Qualifications: There are no prequalification's for this bid.

ADDRESS ALL RETURN ENVELOPES TO: CITY OF ALEXANDER CITY
CITY CLERK'S OFFICE
281 JAMES D NABORS DR
ALEXANDER CITY, ALABAMA 35010

BID 22-03 MATERIALS FOR LEGACY PROJECT must be listed on the outside of the envelope.

BID SOLICITATION SCHEDULE

| | |
|-------------------------|--|
| Public Notice of Bid: | July 26 th , 2022 |
| Bid Due Date: | August 16 th , 2022, 2:00pm CST |
| Evaluation Period: | August 17 th – September 3 rd , 2022 |
| Anticipated Award Date: | September 6 th , 2022 |

Contract Terms and Conditions

The City of Alexander City will publicly open and read aloud all bids on the date and time listed above. Bids are to be opened by the City Clerk at the Alexander City Municipal Complex, Alexander City, Alabama. Bidders and authorized representatives are invited to be present at any bid opening.

Bids shall not be modified after the opening. Prices and notations should be in ink or typewritten on the form provided by the owner. All bid prices must be fully extended. Bids must conform to any attached detailed specifications to be eligible for consideration. Please state brand and delivery date of each item quoted.

The vendor must warrant and guarantee workmanship and materials for which the contractor is responsible to be free from defects for a period of one year or more.

This purchase agreement shall commence on the date of the award by the City of Alexander City, City Council, and shall be for a minimum period of three years. This bid shall be automatically renewed for an additional three years under the same terms and conditions as long as all parties agree. If the vendor wishes to terminate the contract after the initial three-year term, written notice must be given to the City of Alexander City a minimum of 60 days prior to the end of the term.

The City of Alexander City shall retain the right to cancel the contract upon written notice at any time.

Purchases made under this agreement will be on a cost-plus percentage by the manufacturer. If the vendor is both the manufacturer and distributor, the cost-plus percentage shall be based on the manufacturing cost. All markup percentages must be firm for the full term of the contract period.

Awarded vendor must supply copies of invoices and shipping documents for payment.

The City of Alexander City, reserves the right to obtain original manufacturer invoices and shipping documents from the vendor to audit and confirm cost.

The City of Alexander City prefers vendors that provide a sole source responsibility for all products and services provided under a resulting contract. If the proposer requires the use of a third-party dealer, reseller or subcontractors to provide products or services, the proposer shall list the third party to be used and address how the products or services will be delivered.

No taxes of any kind are to be included in the bid prices. The City of Alexander City will furnish tax exemption certificates when necessary.

All markup percentages shall include F.O.B. to Alexander City, Alabama and any additional surcharges or fees.

Bid awards will not be official until bidder is formally notified by receipt of purchase order.

The City of Alexander City retains the right to adjust quantities listed to meet budget restraints, and further reserve the right to purchase additional transformers that are not listed in the attached specifications.

In accordance with the State of Alabama Law, a 3% variance consideration may be given to those vendors located within the City of Alexander City, City Limits and Police Jurisdiction.

All Federal, State, and Local License and Fee requirements will be applicable.

Bidders must be enrolled and in full compliance with the E-Verify Program and all requirements of Alabama Immigration law, Act 2011-535 (also referred to as the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act”, or H.B. 658), as amended by Act No. 2012-491, including in part and effective January 1, 2012.

Proposers shall state if an indemnity clause will be required of the City by the successful bidder. Proposers shall include a sample of any indemnity clause which may be required to be signed. Type of indemnity may be justification for rejection of the proposal.

By Section 41-16-5, Code of Alabama 1975, with the submittal of a RFP, the prospective vendor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

If the vendor employs any persons in the State of Alabama, in accordance with Section 31-13-9, Code of Alabama 1975, Proposers shall demonstrate proof of enrollment in the E-verify program by completing the enclosed E-verify affidavit or providing some other proof of enrollment. If the proposer employs persons (anywhere), the award of the bid is condition on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Upon awarding of the contract where a written contract is to be signed, the contract will contain a provision whereby the bidder promises not to violate Federal Immigration Law.

Questions and Communications Regarding this Bid

All communications must be in writing, sent by email to Miles Hamlett, Purchasing Director to [miles.hamlett@alexandercityal.gov] and Amanda Thomas, Alexander City Clerk [amanda.thomas@alexandercityal.gov]. The subject line of the email must include Bid 22-03. All questions must be received no later than March 30th, 2021, 5:00pm CST.

A running response to all vendors’ questions will be provided as an addendum. The addendum can be found on the City’s website at [<https://alexandercityal.gov/rfps>].

Evaluation

The award will be made to the Bidder whose proposal conforms to all conditions and requirements within the specifications of this bid. In addition, the City of Alexander City reserves the right to consider the following during the evaluation period:

- (a) Award bids by Lump Sum or individual items unless otherwise noted by bidder.
- (b) Award the bid to the lowest and responsible bidder or group of bidders, as determined by the Owner to be in the best interest of The City of Alexander City. Life cycle/maintenance costs will be taken into consideration.
- I Reject any or all bids and to waive technicalities when in the opinion of the City of Alexander City the best interest of The City of Alexander City will be served.
- (d) Ability to deliver goods and services in a timely manner.
- I Make null and void the purchase order with the successful bidder if delivery cannot be made at the specified time
- (f) Suitability for use by the owner.
- (g) In accordance with the State of Alabama Law, a 3% variance consideration may be given to those vendors located within the City of Alexander City, City Limits and Police Jurisdiction.

BID 22-10
CITY OF ALEXANDER CITY
MASTER PURCHASE AGREEMENT
TRANSFORMERS, LIGHTS AND POWER

Proposer (Vendor or Contractor) Name: _____

Representative: _____

Address: _____

City: _____

State, Zip Code: _____

Phone: _____

Email: _____

E-verify Affidavit Complete Y or N _____ / Proof of E-verify Enrollment Included Y or N _____

Non-Collusion Statement: By signing this bid form the bidder certifies that this bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person(s) in reference to the bid.

Signature of Bidder Representative: _____

Date Signed: _____

STATE OF:

COUNTY OF:

AFFIDAVIT

Before me, the undersigned authority, personally appeared _____(affiant) who, being by me first duly sworn, doth depose and say as follows:

I _____(name), on behalf of _____(business entity), and with lawful authority to act in its behalf, attest to the following from personal knowledge:

1. _____ (business entity) does not knowingly, hire for employment, or continue to employ any unauthorized aliens in the State of Alabama; and
2. _____ (business entity) is enrolled in the E-Verify Program as shown by the attached documentation; and
3. _____ (business entity) does and will utilize E-Verify Program to verify the employment status of employees and potential employees according to federal rules and regulations; and
4. _____ (business entity) shall acquire from its subcontractors notarized affidavits that they will not knowingly employ, hire for employment or continue to employ unauthorized aliens, that they will enroll in the E-Verify Program before performing any contract work or providing any product, and that they shall attach to the affidavits, documentation establishing their enrollment in E-Verify as required by Act No. 2011-535.

Signature of Affiant

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____ whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing affidavit, he/she as an officer of _____ (business entity) and with full authority, executed the same voluntarily for and as the act of said company on the day the same date.

Given under my hand and official seal of office this _____ day of _____, _____.

Notary Public

BID LIST

**BID 22-10
CITY OF ALEXANDER CITY
MASTER PURCHASE AGREEMENT
TRANSFORMERS, LIGHTS AND POWER**

- All cost-plus percentages shall include delivery charges, fees, and/or surcharges. All deliveries shall be made to the storage lot to the right of the Alexander City Lights and Power Department, located at 762 Railey Road, Alexander City, AL 35010; unless otherwise agree upon by both parties.
- Awarded vendor must supply copies of invoices and signed delivery tickets for payment. Invoices shall include the purchase order number provided at the time of the order.
- The City of Alexander City, reserves the right to obtain original manufacturer invoices and shipping documents from the vendor to audit and confirm cost.

| Material | Percentage Markup % Over Vendor Cost | Bulk Purchase Qty | Bulk Purchase % |
|-----------------|---|--------------------------|------------------------|
| Pole Type | | | |
| Pad Mount | | | |
| | | | |

- Please provide a list of the current types, brands and sizes of transformers you currently offer.
- The current types of transformers in use within our system are listed below. However, the City reserves the right to order a transformer that is not listed under the same terms and conditions. All specifications are to be determined at the time of order

Pole Type Transformers

All transformers are 7200/12470

| | | | |
|-------------------|-----------------------|-------------------|-----------------------|
| <u>KVA</u> | <u>Voltage</u> | <u>KVA</u> | <u>Voltage</u> |
| 15 | 120/240 | 50 | 277/480 |
| 25 | 120/240 | 100 | 277/480 |
| 37.5 | 120/240 | 167 | 277/480 |
| 50 | 120/240 | 250 | 277/480 |
| 75 | 120/240 | | |
| 100 | 120/240 | | |
| 167 | 120/240 | | |

Pad Mount Type Transformers
All transformers are 7200/12470

| <u>KVA</u> | <u>Voltage</u> | <u>KVA</u> | <u>Voltage</u> |
|------------|----------------|------------|----------------|
| 25 | 120/240 | 150 | 240 MT |
| 37.5 | 120/240 | 160 | 120/240 |
| 45 | 120/208Y | 225 | 277/480 |
| 45 | 240 MT | 300 | 120/208 |
| 50 | 120/240 | 300 | 277/480 |
| 50 | 277/480 | 500 | 120/208 |
| 75 | 120/240 | 500 | 240 MT |
| 75 | 120/208 | 500 | 277/480 |
| 75 | 240 MT | 750 | 277/480 |
| 75 | 277/480 | 1000 | 120/208 |
| 100 | 120/240 | 1000 | 277/480 |
| 150 | 120/208 | 1500 | 277/480 |