



INVITATION TO BID

Sealed bids subject to the conditions contained herein, will be received by the City of Foley until 11:00 a.m. CST on Tuesday, March 19, 2024 and then publicly opened and read at the City of Foley Conference Room, 407 East Laurel Avenue, Foley, Alabama 36535 for furnishing all products for:

ON CALL ELECTRICAL SERVICES

Requisition No. COF-031924

Bid documents may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or, the bid may be downloaded from the City's website at <http://www.cityoffoley.org>.

To be eligible for consideration, bids must be submitted on complete original proposal forms found in the bid package. **The complete bid packet and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the bid and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

The City of Foley reserves the right to accept or reject any or all bids and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Logan Eberly
Purchasing Agent
City of Foley, Alabama



BID FORM

BIDS TO BE OPENED AT: **11:00 A.M.**
DATE: **Tuesday, March 19, 2024**

Sealed bids will be received by the City of Foley, Alabama, at its office in Foley until the above date and time, and then opened as soon thereafter as practicable.

Logan Eberly
Purchasing Agent

SPECIFICATIONS: SEE ATTACHED

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. Substitutions will be treated as “approved equivalent or equal” which is discussed in paragraph 1.05 of the bid documents *GENERAL CONDITIONS*. Please refer to Paragraph 1.05 prior to offering any substitutions. No prices shall include State or Federal Excise Tax. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise. I am not currently engaged in, nor will 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.

THIS BID MUST BE NOTARIZED
Sworn to and subscribed before me
this the _____ day of
_____, 2024.

NOTARY PUBLIC

BIDS MADE OUT IN PENCIL WILL NOT
BE ACCEPTED.

FIRM: _____

BY: _____

Signature accepted in ink only

STREET ADDRESS: _____

CITY: _____ STATE: _____

TERMS: _____
FOR CASH PAYMENT WITHOUT REGARD TO
DATE OF REMITTANCE

ALL BIDDERS MUST USE OUR BID FORM(S). THE BID NAME, REQUISITION NUMBER AND OPENING DATE AND TIME MUST BE PRINTED ON THE OUTSIDE OF THE SEALED ENVELOPE. EACH BID MUST BE IN SEPARATE ENVELOPES.



BIDDER’S INFORMATION:

Company Name:			
Submitted By:			
State of Alabama Electrician License Number			
Mailing Address:			
Telephone Number:			
E-Mail Address:			
Ethics Disclosure:	Are you a City of Foley Appointed Official? Are you a City of Foley Employee? Are you the spouse of a City of Foley Appointed Official or Employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	

ADDENDUM ACKNOWLEDGEMENT:

Bidder acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into the bid.

(List all addendums issued for this bid.)

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



MINIMUM BID SPECIFICATIONS

General Description

The City of Foley is soliciting bids for an agreement to provide on-call electrical services requested on an as-needed basis by the City of Foley. Scheduled electrical services shall typically be performed Monday through Friday between the hours of 8:00 AM and 5:00 PM. Other hours may be arranged on a case by-case basis. Work may also include emergency calls that may occur at any time after hours or on holidays or weekends. Quantities shown on the bid form are estimates. Actual work will vary and no guarantee is made of the actual value of the work.

The Contractor shall provide all required labor, tools, and equipment for the assigned task. Materials provided by the Contractor shall be billed at cost plus a designated mark-up percentage. The Contractor shall maintain and provide invoices sufficient to establish material costs with each billing.

All work shall be in accordance with the current edition of the National Electric Code and City Standards. All work will be subject to inspection by City officials as applicable. Any sub-standard work will be replaced by the Contractor at no additional cost to the City. Bidder must hold an Electrical License issued by the Alabama Electrical Contractors Board. The Contractor understands that any City projects or Invitations to Bid that contain electrical components are not guaranteed work for the bidder who is awarded this contract; however, the selected Electrical Contractor is allowed to bid any project that is let by the City.

Specifications

The following technical specifications must be in order:

- a. Services performed Monday through Friday from 8:00 am to 5:00 pm shall be considered normal working hours (Regular Time). Work performed outside Regular Time must be pre-approved by an authorized City official. (Nights and Weekends). A minimum two hour billing shall be permitted for night and weekend work.
- b. All work shall be scheduled at the convenience of the City of Foley and not interfere with day to day business and conducted in a safe manner and comply with all governing regulations concerning safety. Response times for qualified vendors to respond to a given request by the City are as follows:

Scheduled maintenance and repair service: within forty-eight (48) hours

Emergency repair service:

Monday through Friday between 8am and 5pm- within one (1) hour.

Monday through Friday after 5pm and on weekends -within two (2) hours.



- c. Unacceptable response time may be grounds for termination of contract. After notification, unless further delay is authorized, all such work should be completed as soon as possible after commencement. In the event that the primary Company cannot begin working within the specified time, an alternate Company may be called to perform such work. If the Service Company cannot perform necessary and/or urgent repairs or services within the specified time frame, the City reserves the right to call other vendors to perform the needed repair. Multiple instances of non-performance by the Contractor may result in contract termination.
- d. The successful bidder/contractor shall provide written estimates for all projects except emergencies. Such estimates shall include the number of labor hours, hourly labor rates, equipment usage costs, and costs of materials for each such project as well as the number of calendar days required for project completion. If the quote exceeds \$500, a purchase order shall be issued by the City to serve as authorization to proceed with the project.
- e. The City of Foley reserves the right to solicit multiple price quotes, in addition to the contracted service company, when requiring work outside the scope of the service contract.
- f. Hourly rate is to be charged and invoiced by type of employee(s) performing service and type of equipment utilized per job as per bid award.
- g. All services shall be performed in accordance with applicable building and electrical codes as well as manufacturer specifications, if applicable.
- h. The successful bidder shall furnish materials unless otherwise directed by the City.
- i. The City shall compensate Contractor for materials on a cost-plus basis using the markup submitted in the bid proposal. The City reserves the right to audit invoices to confirm costs. Contractor's failure to provide adequate documentation for material costs may be grounds for contract termination.
- j. Trip charges, fuel surcharges or any other additional surcharges shall not be allowed for this Service Contract.
- k. All work shall be done in accordance with all State and Local Codes and all Federal Regulations and to the complete satisfaction of the department requesting the services.



Contract Term

The initial term of this contract will be for a period of one (1) year, beginning on the date stipulated in the contract, with an option to renew for two additional one (1) year terms if the Contractor and the City mutually agree. The City of Foley reserves the right to re-bid these items at any time or for any reason. No guarantee is made that the awarded vendor will receive a specific amount of work as a result of this contract, nor is the City obligated to purchase all pressure washing services through the awarded vendor.

Pricing offered shall be firm against any increase for one year from the date of award. It shall be the Contractor's responsibility to send written notification of any requested price changes thirty (30) days in advance prior to the commencement of subsequent renewal periods. The City reserves the right to grant or deny the request for a price increase.

Cancellation

The City may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor a thirty (30) day written notice. Upon such cancellation, the contractor shall immediately cease services. Cancellation shall not release the contractor from legal remedies available to the City. The Contractor may not cancel the award during the first year of contract period. After the first year, the contractor may, upon sixty (60) days written notice to the City, cancel the contract.

Payment Terms

Selected contractor shall provide a W-9 upon award of bid. The City of Foley is exempt from payment of all Federal, State, and Local Taxes. Vendor can be provided with a tax exempt form if it is required.

The payment terms shall be "**Net 30 days**" unless otherwise negotiated. The payment terms stated herein must appear on the contractor's invoice.

During the term of the contract, any quotes for services not covered by this contract shall be clearly and fully stated as requested. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.

Insurance Requirements

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverage, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. It is the responsibility of the Contractor to ensure that no uninsured subs are utilized and all have adequate coverage and limits for this project. The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.



Type of Coverage	Coverage Amount	Coverage Criteria
Commercial General Liability	Not less than \$1,000,000 each occurrence \$2,000,000 Annual Aggregate	Will not contain any restrictive endorsement(s). Shall endorse the City of Foley as an “Additional Insured”.
Commercial Umbrella/Excess Liability <i>(Requirement may be waived based upon on size or duration of the project.)</i>	Not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.	Shall endorse the City of Foley as an “Additional Insured”.
Business Automobile Liability	Not less than \$1,000,000 CSL each occurrence or 500/1,000/500.	Include liability for Owned, Non-Owned and Hired Automobiles.
Worker’s Compensation & Employer’s Liability		Regardless of any “minimum requirements” of the State of Alabama, contractors shall obtain coverage for all workers involved in the work.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability and Commercial Umbrella/Excess Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Foley
 Attn: Purchasing Agent
 P.O. Box 1750
 Foley, AL 36536

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.



Deductibles, Coinsurance Penalties & Self-Insured-Retention

Contractor agrees to be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention expenses; including any loss not covered because of coinsurance penalty, or coverage exclusion or limitation. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000. For deductible amounts that exceed this amount, the Contract agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

Indemnity

The Company hereby agrees to hold harmless, indemnify and defend the City, the City's agents, and the City's employees while acting within the scope of their duties from and against any and all liability, claims, damages, expenses and cost of defense arising out of the Company's actions hereunder or the Company's performance of the Work. The Company shall save harmless and indemnify the City and all its employees, agents, and representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of performing any work in connection with this Work, or of any neglect in safeguarding the Work, or of any delay in completing the Work or of the use of any unacceptable or defective materials, or of any other act or omission either similar or dissimilar to the above enumerated acts, by said Company or his agent by which any person or property is injured through the fault of the said Company or his agents.

Subletting or Assigning Contract

The Company shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, its right, title, or interest therein or its power to execute such Contract, to any person, firm, or corporation without written consent of the City, which consent may be withheld in City's sole discretion.



Bid Award

Upon receipt of bids, it will be the decision of the City of Foley to award or not award the bid. The City reserves the right to reject any or all proposals, make award to multiple vendors and to waive technical errors, if, in the City’s judgment, the best interest of the City will thereby be promoted.

E-Verify

Proof of E-Verify documentation in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program should be submitted with this bid.

Additional Information

All questions related to this bid must be documented through email and should be sent to Logan Eberly at leberly@cityoffoley.org no later than 72 hours prior to the scheduled bid opening. No questions will be addressed by any means other than email. Answers will be emailed to all bidders in the event that clarification is required. If further clarification is needed about a particular product bid or change within the bid, an Addendum will be emailed stating the change. All addendums must be acknowledged in the “Addendum Acknowledgment” section located on page 3 of this bid packet.

Instructions to Bidders

To be eligible for consideration, bid must be submitted on complete original forms found in the Invitation to Bid package. **The entire bid packet and all executed bid forms must be submitted in a sealed envelope, clearly marked with the following information: Bid Name, Bid Requisition Number, Company’s name & address, identifying the bid and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

Bids should be sent to one of the following addresses:

U.S. Postal Service
City of Foley
Attn: Purchasing Agent
P.O. Box 1750
Foley, AL 36536

Physical Address
City of Foley
Attn: Purchasing Agent
407 E. Laurel Avenue
Foley, AL 36535



PRICE SHEET

The hourly rates listed below should include necessary tools, vehicles, and equipment that workers need to perform standard electrical work. Any parts or materials purchased for the job will be reimbursed at cost plus a percentage markup.

ITEM DESCRIPTION	REGULAR RATE/ HR. (MONDAY – FRIDAY 8AM – 5PM)	OVERTIME RATE HR.
LEAD ELECTRICIAN	\$ _____	\$ _____
APPRENTICE ELECTRICIAN (HELPER)	\$ _____	\$ _____
PARTS / MATERIALS – DIRECT COST PLUS PERCENTAGE		_____ %

Company: _____

Submitted By: _____

Address: _____

Phone: _____



REFERENCES

Provide three references that the City of Foley may contact.

REFERENCE 1:

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List contracted responsibilities:	

REFERENCE 2:

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List contracted responsibilities:	

REFERENCE 3:

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List contracted responsibilities:	



GENERAL CONDITIONS

To insure acceptance, all bidders submitting bids to the City of Foley shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids **not** submitted on the bid form(s) provided may be rejected, and bids **not** complying with these conditions will be subject to rejection.

1.0 Intent of Specifications:

It is the intent of the specifications attached hereto to set forth and describe certain item(s) or service(s) to be purchased by the City of Foley including all materials, equipment, machinery, tools, apparatus, and means of transportation (meaning freight costs) necessary to provide these items or services.

1.01 Legal Requirements:

All applicable provisions of Federal, State, County and local laws including all ordinances, rules and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Foley, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof.

1.02 Sealed Bids:

The specifications and all executed bid forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the envelope shall be plainly marked identifying the bid requisition number and opening date and time.** It shall be the sole responsibility of the bidder to assure receipt of bid at the Purchasing Office prior to the published time for the bid opening. No bid will be opened that is received after closing time for receipt of bids, nor will any offers by telephone, fax, or any electronic means be accepted.

1.03 Exceptions to Specifications:

During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that fair consideration is given in evaluating bids, all exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor and City Council are the final authority in determining the acceptability of any exceptions to specifications.

1.04 Discounts:

Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining the low bid.

1.05 Approved Equivalent or Equals:

Unless otherwise specified, any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of manufacturer's printed literature or brochures, sketches, diagrams and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Foley reserves the right to determine acceptance of proposed equivalent or equal item.



- 1.06 Bid Withdrawals:
Bids may be withdrawn by written request received from bidders prior to the time fixed for opening but no bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- 1.07 Rejection of Bids:
The City of Foley reserves the right to accept or reject any or all bids, to award bids on a split-order basis, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Foley.
- If there is any reason for believing that collusion exists among the bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Foley.
- 1.08 Delivery:
Bid quotations shall include all freight cost to Foley, Alabama to point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Foley until after receipt of delivery has been acknowledged by an authorized representative of the City of Foley.
- 1.09 Taxes:
The City of Foley, a Municipal Corporation, is a tax exempt entity per Section 40-23-4(11), Code of Alabama 1975. The City of Foley is exempt from all state and local sales taxes. This should **not** be construed to mean that contractors or suppliers doing business with the City of Foley are exempt from paying tax (General Conditions, Section 1.11 Permits and Taxes).
- 1.10 Licenses, Registration and Certificates:
A City of Foley Business License must be obtained within ten days of bid award. Each bidder must provide proof of State required competency certifications whenever applicable to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Foley.
- 1.11 Permits and Taxes:
The contractor shall procure all permits, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 1.12 Compliance with Federally Funded Programs:
The successful bidder shall assure the City of compliance with any and all special provisions (if applicable) contained in the contract being bid. These provisions may include but are not limited to maintaining a Drug-Free Workplace, compliance with Clean Air and Water Laws and Regulations, and compliance with Equal Opportunity and Non-Segregated Facilities guidelines.
- 1.13 Proof of Liability & Worker's Comp Insurance:
If applicable, Proof of Liability and/or Worker's Comp Insurance must be included in the bid packet. If a company is not covered by Worker's Comp Insurance, labor and material charges should be separated on the bid/proposal. This should be done in order for the City to determine the Worker's Comp rate (in accordance with the City's current Worker's Comp fee schedule) that will be deducted from payment to the company performing the work.
- 1.14 Background Check:
The bid award of "Public Works" projects over \$50,000 will be contingent upon the results of a background check of the successful low bidder as stated in Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a low bidder is qualified to do work for the City.



- 1.15 Disqualification:
The City can disqualify a company based upon the results of a background check or if the company has been prohibited from contracting with another government agency as stated in Ordinance No. 1029-08.

If, in the opinion of The City of Foley, a sealed bid contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by Company, the sealed bid may be disqualified from further consideration.

- 1.16 Expenses:
Expenses for developing sealed bids and addressing information requests herein are solely and entirely the responsibility of Company and shall not be chargeable in any manner to the City of Foley.

- 1.17 Alabama Immigration Law (Beason-Hammon Alabama Taxpayer and Citizen Protection Act):
Contractor must be in compliance with Alabama's Immigration Law, otherwise known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Section 31-13-9, Code of Alabama 1975. If the bidder employs persons in the State of Alabama, the bidder must provide documentation with this bid that they are enrolled in the E-Verify program. Additionally, the bidder should be advised that if they employ persons (anywhere), award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Any awarded contract will contain a provision whereby the bidder promises not to violate federal immigration law.

Any subcontractor who works with the general contractor who has been awarded contracts by the City must be enrolled in E-Verify. It is the responsibility of the general contractor to have a system in place to ensure subcontractors' compliance.

Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.

- 1.18 Local Bid Preference:
The City of Foley has accepted the local bid preference guidelines established in Act 2015-293 and allows these guidelines to be utilized when appropriate, on a case by case basis. The local preference area has been established per Resolution 15-2369-RES and is defined as the area within the police jurisdiction of the City of Foley. Bid awards may be made to local vendors in this area if their submission is within 5% of a lower bid submitted by a vendor outside of this area and a 10% preference is extended if the lower bidder is located outside the state.

- 1.19 Contractor Tax Credits/Incentives/Rebates:
Should a Contractor seek tax credits, incentives or rebates for energy efficiency programs or any other such program through the Federal or State Government, the Contractor shall inform the City of its intent to apply and shall negotiate terms with the City.

“The City of Foley encourages all vendors to list job openings with Job Services of Alabama.”