RFQ FORMS AND SPECIFICATIONS

for
RFQ No. 007-12
Pad and Pole Mount Transformers
for
Electric Department

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor
Lonnie L. Mixon, Council President

Set Number ______

RFQ Posted: 04/06/2012
CONTENTS

Invitation.................................................................I
Instruction to Quoters................................................II
Standard Terms and Conditions.................................III
Scope of Work and Specifications..............................IV
RFQ Response Form..................................................V
Sealed quotations will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 p.m. April 24 2012, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

RFQ No. 007-12 PAD AND POLE MOUNT TRANSFORMERS

Questions or comments pertaining to this RFQ must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, Seventy Two (72) hours prior to the RFQ opening or will be forever waived.

NOTE: FOR THIS RFQ, BID BOND IS WAIVED.

THERE WILL BE NO PRE-BID MEETING.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public RFQs.

All RFQs, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a “Sealed RFQ” with Item Name, RFQ Number, City of Fairhope’s Name and Address and Quoter’s Name and Address. Each RFQ must be in a separate envelope. RFQs made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your RFQ. The City reserves the right to accept or reject all RFQs or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the RFQ must have Workman’s Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Awarded Vendor must submit to the City, Proof of Workman’s Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage. See RFQ packet for details.

No RFQs will be considered unless the quoter, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Quoter must have a current business license or purchase a business license with the City of Fairhope prior to work performed.

Daniel P. Ames,
Purchasing Manager
Posted 04-06-2012
REQUEST FOR QUOTATIONS (RFQ)

RFQ #: 007-12
RFQ Title Pad and Pole Mount Transformers
RFQ date issued 04-06-12

Time Line

April 6, 2012 RFQ posted.
April 24, 2012 Receipt of quotations by City deadline
April 25, 2012 Evaluation of quotations
May 14, 2012 Present to City Council for approval to procure
May 17, 2012 Tentative date for issuing Purchase Order

Pre-quotation meeting None
Pre-quotation Site Survey None

Submittal to include Entire RFQ packet, with all data fields filled in
Put “RFQ #007-12, Pad and Pole Mount Transformers quote” on outside of envelope.

Instructions to Quoting Vendors

QUOTING VENDOR INFORMATION
Quoting Vendor will furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein, including all addenda. Submitting this document constitutes complete understanding and compliance with the terms and conditions and certifies that all facilities and personnel necessary to complete the order are available and established at the time of quotation submittal. Quoters are required to read and understand all information contained within this entire quote package.

CITY OF FAIRHOPE CONTRIBUTION
The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the RFQ Documents.

COLLUSION
If there is any reason for believing that collusion exists among the vendors quoting, any or all quotations may be rejected, and those participating in such collusion may be barred from submitting quotations on the same or other work with the City.
ORDERING
1. The City of Fairhope Purchasing Department will issue Purchase Order(s) to the awarded vendor for bid items as needed.
2. If awarded vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

PACKAGING & DELIVERY
1. Deliver quotation items to City of Fairhope, 555 S. Section St., Fairhope, AL, or other designated City site, maintaining product in proper state, undamaged.
2. At point of delivery, awarded vendor will present an itemized delivery ticket with the Purchase Order Number clearly referenced thereon, to City of Fairhope receiving personnel for signing.
3. F.O.B. City of Fairhope, as directed.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
5. If applicable, all titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.
6. The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to delivery on site.

PAYMENT
1. Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:
   City of Fairhope
   Accounts Payable Department
   P.O. Box 429
   Fairhope, AL 36533
2. All invoices must reference appropriate Purchase Order Numbers
3. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.
ITEM III  
CITY OF FAIRHOPE, ALABAMA  
STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF AGREEMENT
This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

ACCEPTANCE OF WORK
The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope’s right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

ADDENDA
All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope website www.cofairhope.com. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission.

ADDITIONAL ORDERS
Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

APPLICABLE LAW
This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

ASSIGNMENT
The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

ASSURANCE OF NON-CONVICTION OF BRIBERY
The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

AWARD CONSIDERATION
The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.
AWARD OR REJECTION OF BIDS
The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award will be made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

BACK ORDERS
If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

BID AND PERFORMANCE SECURITY
If bid security is required, a bid bond or cashier’s check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

BRAND NAMES
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 or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may 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. Bids without sufficient documentation to fully support equality, may be considered non-responsive.

Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder’s risk.

BUSINESS LICENSE
The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE
A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

CERTIFICATION PURSUANT TO ACT NO. 2006-557
Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are
registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State
P.O. Box 5616
Montgomery, AL 36103
(334) 242-5324
Fax: (334) 240-3138
http://www.sos.state.al.us/index.aspx

The Foreign Corporation form is online at http://www.sos.state.al.us/downloads/dl1.cfm.

ENVIRONMENTAL REQUIREMENTS
All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

a) The identity of the hazardous material,
b) Appropriate hazard warnings, and
c) Name and address of the chemical manufacturer, importer, or other responsible party

EQUIPMENT DEMONSTRATION
The City of Fairhope may require equipment/product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

EQUIPMENT ELECTRICAL CERTIFICATION
All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

ERRORS IN BID
Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder’s risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

FORCE MAJEURE
Neither the City nor the awarded vendor shall
be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

HAZARDOUS AND TOXIC SUBSTANCES
Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a “Material Safety Data Sheet” for all goods that carry one.

INDEMNITY
Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor’s supplied product to perform as specified.

INSPECTION
All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

INSPECTION OF PREMISES
At reasonable times, the City may inspect those areas of the awarded vendor’s place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor’s files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor’s record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.
INSURANCE
If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen’s Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor’s operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

INVITATION TO BID
Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

INVOICING, DELIVERY, PACKAGING
Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

LABELING
Individual shipping cartons shall be labeled with the name “City of Fairhope”, Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

LOSS OR DAMAGE IN TRANSIT
Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

MANDATORY SITE VISIT
If the RFQ / ITB / RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

MONITORING OF SERVICES
Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

NONCONFORMING MERCHANDISE
When merchandise received from the lowest
responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

**NON-DESCRIMINATION**
The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

**NON EXCLUSIVE**
Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

**NOTIFICATION AND ACCIDENT REPORTS**
In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

**PACKAGING**
All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

**PAYMENT**
Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Box 429  
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order Numbers

Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

**PAYMENT WITHHELD**
Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled.

**RECEIPT BY CITY OF FAIRHOPE**
If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

**SET-UP AND INSTALLATION**
Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

**SPILL CLEAN UP**
The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

**PRODUCT TESTING**
Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

**PATENTS**
Awarded vendor guarantees that the sale and / or use of goods will not infringe upon any
U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

**PERMITS LICENSES AND CERTIFICATES**
The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

**PREPARATION OF BID**
All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

**QUESTIONS / CONTACT**
Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor’s behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City’s sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

**REJECTION OF BIDS**
The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

**RIGHT TO AUDIT**
The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after the expiration of the Contract / Agreement / Purchase Order.

**SAMPLES**
Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**SAFETY MEASURES**
The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope’s and awarded vendor’s employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

**SUBSTITUTIONS**
Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor’s risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

**TABULATION**
Bid results are posted on the City of Fairhope’s web site: www.cofairhope.com. The awarded vendor will be sent a written notification via mail.

**TAXES**
Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer’s taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

**TERMINATION FOR CONVENIENCE**
Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

**TERMINATION FOR DEFAULT**
Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

**TERMINATION FOR NON-APPROPRIATION**
Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

**TIME IS OF THE ESSENCE**
The City of Fairhope and awarded vendor agree that time is of the essence in the performance of Work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

**TITLE**
All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

**VENDOR LIST**
A vendor may be removed from the City of Fairhope’s Bidders List if a vendor fails to respond to three (3) consecutive ITB’s. A properly submitted “No Bid” is considered as a response and the vendor will receive credit for the response.

**WARRANTY**
The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor’s sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer’s warranty. Those warranties, if any, will be in addition to the awarded vendor’s warranty, and the terms of which will not be altered by the awarded vendor’s warranty.

**IMMIGRATION LAW**
The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated.
ITEM IV
SCOPE OF WORK AND SPECIFICATIONS

Scope of Work (General)

This Request for Quotations (RFQ) is issued as contained in this document. The City of Fairhope intends to acquire pad and pole mount transformers from the lowest responsible and responsive vendor.

1. Service to include:
   a. Provide pad mount transformers as per specifications.
   b. Deliver bid items F.O.B. City of Fairhope, Alabama.

2. The transformers shall be of commercial design and shall be complete with all of the necessary accessories as shown and described herein. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. All equipment shall be new and of current production of national firms that manufacturer transformers, and the specified accessories. The awarded bidder shall provide the transformers as complete and coordinated systems.

Technical Specifications for
Three Phase Pad Mount Distribution Transformers

1. Each transformer shall be equipped with a non-resettable device which detects and provides external indication of internal transformer faults, and also incorporates pressure relief functionality. The approved device is manufactured by IFD Corporation or approved equal.

2. THE TRANSFORMERS WILL INCLUDE THE FOLLOWING:
   a. Three Phase Pad Mount Distribution Transformer
      i. **Size**
         300 KVA
      ii. The above listed transformers will include the following features: COMPLY (YES/NO)
         i. 60 Hz
         ii. 85° C Rise
         iii. OISC
         iv. High Voltage: 12470GRDY/7200 (95 Kv Bil)
         v. Low Voltage: 208Y/120
         vi. LV Bushings and 6 Hole Spades
         vii. Loop Feed
         viii. HV LB Insert Universal 95 BIL with Bushing
         ix. Load Break Parking Stand
         x. Lifting Lugs
         xi. Pad lockable door handle
         xii. Metal HV-LV Barrier
         xiii. Drip Shield under fuses
         xiv. Bayonet Fuse Holders and Fuses
         xv. IFD Pressure Relief Valve
xviii Oil Level Plug
xix. Removable Ground Strap
xx. No Taps
xxi. Threaded Bronze Tank Grounds
xxii. Munsell Green
xxiii. Six (6) 200 amp bushing inserts, installed
xxiv. The dielectric coolant shall be a listed less-flammable fluid meeting the requirements of the National Electrical Code Section 450-23 and the requirements of the National Electrical Safety Code (IEEE C2-1997) Section 15. The fluid shall be non-toxic, non-bioaccumulating and be readily and completely biodegradable per EPA OPPTS 835.3100. It shall be comprised of edible oils and food grade performance enhancing additives. It shall not require oils derived from genetically altered seeds. It shall be Factory Mutual Approved and UL Classified, Envirotex FR3 fluid (or equal). It shall have a minimum open cup flash point of ≥325° C and a fire point of ≥350°C per ASTM D92.

COMPLIANCE

1. All quotation components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded vendor will be responsible for insuring that all items meet specifications before delivery.
3. Awarded vendor will make no substitutions for quotation items without prior written approval of the City of Fairhope Purchasing Department.
4. 

Vendor must acknowledge VENDOR COMPLIANCE. If NO, a full explanation must be made on or below line, or on an extra sheet attached to back of bid form, with “see attachment” in the appropriate blank. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications.

3. LOSS EVALUATION ON 3 PHASE TRANSFORMERS TO INCLUDE THE FOLLOWING:

a. The following information shall be furnished with the bid:
   i. Percent impedance at 85 degrees C,
   ii. No-load losses expressed in watts at rated voltage at 60 Hz,
   iii. Full load losses expressed in watts at rated voltage at 60 Hz.
   iv. Losses quoted shall be average losses experienced on the production line.
   v. A computer generated certified test report listing impedance and actual losses for each unit by serial number shall be supplied in triplicate.
   vi. Invoice will not be approved for payment until the certified test reports are received and approved.
   vii. All losses shall be determined in accordance with the latest revision of ANSI C57.12.00 – 1973 paragraph 8.1.1 corrected to 85 degrees C.

b. **Note:** Failure of the bidder to supply the above information may result in rejection of bid.
c. Loss evaluation will be a factor in determining the low bidder. The following factors will be used to perform loss evaluation on the transformers:

i. No. load losses will be evaluated at $ 4.00 Per Watt.
ii. Load losses will be evaluated at $ 1.00 Per Watt.
iii. Total owning cost will be the sum of the bid price and the evaluated cost

End

Technical Specifications for Three Phase Pad Mount Distribution Transformers

Technical Specifications for Single Phase Pad Mount Transformers

Voltage
Low side: 240/120; High side: 12470GrdY/7200

i. Qty. Description
   6   25 kVA

ii. The above listed transformers will include the following features:

1.1 Ratings
1.1.1 All ratings shall be for 60 hertz alternating current, oil immersed, self-cooled transformers capable of continuous operation at rated kVA without exceeding either a 65 degree C average temperature rise or an 80 degree C hot spot temperature rise.
1.1.2 The primary voltage basic impulse level (BIL) shall be 95 kV.

2.2 Pressure Relief Device
2.2.1 All transformers shall be designed such that all excessive pressure build-ups are released without damage to the tank.
2.2.2 Each transformer shall be equipped with a non-resettable device which detects and provides external indication of internal transformer faults, and also incorporates pressure relief functionality. The approved device is manufactured by IFD Corporation or approved equal.

3.3 Transformer Taps
3.3.1 No transformer taps are required.

4.4 Transformer Oil
4.4.1 Transformers shall be insulated with new (unused) ester based, biodegradable, non-bioaccumulating oil (i.e. Envirotemp FR3 Fluid or equivalent). The nameplate shall show the gallons of oil.

5.5 High Voltage Bushings and Terminals
5.5.1 Transformers shall be equipped with high voltage bushings that are eternally clamped bushing wells. These wells shall be removable to allow for field replacement without opening the tank. The bushing configuration shall be for a loop feed configuration with a cable accessory parking stand for each bushing. Load break bushing inserts are to be provided for each high voltage bushing.
6.6 Low Voltage Bushings and Terminals
6.6.1 Transformers shall be equipped with (3) three each low side bushings to support a secondary voltage output of 240/120. Low voltage bushings shall be arranged in an ANSI Type II (angled pattern) and shall have threaded stud type terminals. Low voltage bushings shall be removable to allow for field replacement.

7.7 Transformer Tanks
7.7.1 Transformer tanks shall be of sealed tank construction of sufficient strength to withstand a pressure of 7psig without permanent distortion and 15psig without rupturing or affecting cabinet safety.
7.7.2 In addition to padlocking provisions, all doors shall be secured by a recessed, captive, penta head bolt that meeting the dimensions set forth in RUS Drawing A3759.
7.7.3 The exterior of the unit shall be painted Munsell Green 7GY3.29/1.5

8.8 Overcurrent protection
8.8.1 Transformers shall be furnished with a dual element Bay-O-Net expulsion fuse with a flapper vavle to minimize oil spillage. The Bay-O-Net assembly shall be used in series with an internally mounted isolation link. A Bay-O-Net drip shield shall also be provided.

9.9 Accessories
9.9.1 Mounting cleats
9.9.2 Lifting bolts
9.9.3 Tank Ground connector
9.9.4 1/2 " drain valve with sampling device

End
Technical Specifications for Single Phase Pad Mount Transformers

Technical Specifications for
Single Phase Pole Mount Conventional Transformers
Voltage low side: 120/240; High side: 7200/12470Y

i.  

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>25 kVA</td>
</tr>
<tr>
<td>12</td>
<td>37 ½ kVA</td>
</tr>
<tr>
<td>6</td>
<td>50 kVA</td>
</tr>
</tbody>
</table>

ii. The above listed transformers will include the following features:

1.1 Ratings
1.1.1 All ratings shall be for 60 hertz alternating current, oil immersed, self-cooled transformers capable of continuous operation at rated KVA without exceeding either a 65 degree C average temperature rise or an 80 degree C hot spot temperature rise.
1.1.2 The basic impulse level (BIL) shall be 95 kV.

2.2 Pressure Relief Device
2.2.1 All transformers shall be designed such that all excessive pressure build-ups are released without damage to the tank in accordance with ANSI C57.12.25.
2.2.2 Each transformer shall be equipped with a non-resettable device which detects and
provides external indication of internal transformer faults, and also incorporates pressure relief functionality. The approved device is manufactured by IFD Corporation or approved equal.

33 Transformer Taps
3.3.1 No transformer taps are required.

4.4 Transformer Oil
4.4.1 Transformers shall be insulated with new (unused) ester based, biodegradeable, non-bioaccumlating oil (i.e. Envirotemp FR3 Fluid or equivalent). The nameplate shall show the gallons of oil.

5.5 High Voltage Bushings and Terminals
5.5.1 Transformers shall be equipped with, Wet process porcelain high voltage bushings (two bushings) with clamp style terminals in accordance with ANSI C57.12.20, Table 7. The bushings shall be light gray in color. The clamp type terminal shall be capable of being tightened with a speed wrench.

6.6 Low Voltage Bushings and Terminals
6.6.1 Transformers shall be equipped with (3) three each, side wall-mounted, low voltage bushings. Units 100 KVA and smaller shall have clamp type terminals in accordance with ANSI C57.12.20, Figure 4a.

7.7 Transformer Tanks
7.7.1 Transformer tanks shall be of welded steel construction. The tank shall be a conventional, oil-filled, pole-type with only one pole-mounting position.
7.7.2 The tank covers shall have a slope of 10-15 percent for moisture run-off and shall have an insulated coating on the cover capable of withstanding a minimum of 10kV at a 2000 volt/second rate of rise, tested per ASTM D149 using ¼” diameter electrodes.

8.8 Grounding Lugs
8.8.1 Transformers shall be furnished with a ground lug installed in the transformer low-voltage ground provision.

End
Technical Specifications for Single Phase Pole Mount Conventional Transformers

-----------------------------------------------------------------------------------
RFQ SUBMITTAL FORM
RFQ NO.: 007-12
RFQ Name: Pad and Pole Mount Transformers

Base quotation will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

### Three Phase Pad Mount Distribution Transformers 300 kVA, Low side: 208/120Y; High side: 12470GrdY/7200

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Delivery</th>
<th>ARO in days</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>300 kVA</td>
<td>$_________</td>
<td>___________</td>
</tr>
</tbody>
</table>

### Single Phase Pad Mount Transformers Voltage Low side: 240/120; High side: 12470GrdY/7200

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Delivery</th>
<th>ARO in days</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>25 kVA</td>
<td>$_________</td>
<td>___________</td>
</tr>
</tbody>
</table>

### Single Phase Pole Mount Conventional Transformers Voltage low side: 120/240; High side: 7200/12470Y

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Delivery</th>
<th>ARO in days</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>25 kVA</td>
<td>$_________</td>
<td>___________</td>
</tr>
<tr>
<td>12</td>
<td>371/2 Kva</td>
<td>$_________</td>
<td>___________</td>
</tr>
<tr>
<td>6</td>
<td>50 kVA</td>
<td>$_________</td>
<td>___________</td>
</tr>
</tbody>
</table>

Total Quotation $____________________

Quotation will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete materials and/or services outlined within this RFQ. Show quantity / price breaks on separate sheet, if available.

The above quotation is made on behalf of ________________________________ and no others. Evidence of MY / OUR authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation. I / WE certify that I / WE have carefully examined the specifications hereto attached. I / WE propose to furnish all necessary labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete materials and/or services outlined and in the manner specified within this RFQ.

(Company Name)  (Representative typed Name)

(Address)  (Title)

(City) (State) (Zip)  (Phone and Fax Numbers.)

(Federal Tax Identification Number)

DO NOT PROVIDE SOCIAL SECURITY NUMBER

Email

If manufacturer is quoting please also include dealer contact information with this quote.
END OF REQUEST FOR QUOTATIONS