



# Baldwin County Commission

## Legislation Text

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**File #:** 19-0460, **Version:** 1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 1/8/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator/Russell Dinkins, Sheriff's Dept. Building Maintenance

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Competitive Bid #WG19-01 - Annual Generator Preventive Maintenance Services for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Accept the "30 Days Written Termination Notice" from Taylor Power Systems, Inc., terminating the Contract between the Baldwin County Commission and Taylor Power Systems, Inc., for the Annual Generator Preventive Maintenance Services as outlined on Page 3, Section XVIII of the Contract for Professional and Construction Services with the termination date to be January 27, 2019; and
- 2) Award the bid to the second lowest bidder, Power Systems of MS, for the Annual Generator Preventive Maintenance Services as per the attached Award Listing and authorize the Chairman to execute the Contract as per Code Section 41-16-57 (a). (Contract shall commence immediately upon the same date as full execution for twenty-four (24) months, and shall terminate upon either the expiration of not more than ninety (90) days after the notice to proceed is given.)

### BACKGROUND INFORMATION

**Previous Commission action/date:**

**10/16/18 meeting :** 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Generator Preventive Maintenance Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**11/20/18 meeting :** Awarded Bid #WG19-01 - Annual Generator Preventive Maintenance Services to the lowest bidder, Taylor Power Systems, Inc., as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract is effective immediately upon the same date as its full execution for twenty-four (24) months.)

**Background:** The Contract for Baldwin County Annual Generator Preventive Maintenance Services

was executed with Taylor Power Systems, Inc., on December 3, 2018. Taylor Power Systems, Inc., submitted a letter to the Purchasing Director dated December 27, 2018, giving a “30 Days Written Notice” terminating the Contract between Taylor Power Systems, Inc., and the Baldwin County Commission as outlined on page 3, section VXIII of the Contract for Professional and Construction Services with the termination date to be January 27, 2019. It states in the attached executed Contract with Taylor Power Systems, that “The County or Provider may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice. In the event of termination, the County shall pay Provider for all services satisfactorily rendered, and for any expenses deemed by County to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.” As stated in Taylor Power Systems, Inc. letter, no work has been rendered by them for Baldwin County Commission, so no payment is due at this time.

Alabama Code Section 41-16-57 (a) of the Alabama Competitive Bid Law states that “if at any time after the award has been made the lowest responsible bidder notifies the awarding authority in writing that the bidder will no longer comply with the terms of the award to provide goods or services to the awarding authority under the terms and conditions of the original award, or the awarding authority documents that the lowest responsible bidder defaults under the terms of the original award, the awarding authority may terminate the award to the defaulting bidder and make an award to the second lowest responsible bidder for the remainder of the award period without rebidding, provided the award to the second lowest responsible bidder is in all respects made under the terms and conditions contained in the original bid specifications and is for the same or a lower price than the bid originally submitted to the awarding authority by the second lowest responsible bidder.”

With Taylor Power Systems, Inc., having notified the County of their intent to terminate the current Contract with Baldwin County Commission in accordance with the terms of the Contract, the Commission can award the bid to the second lowest bidder, Power Systems of MS, in accordance with the law. Power Systems of MS, has submitted an email stating that they will honor their original bid prices as listed on the attached Award Listing.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** Various Department Budgets

**If this is not a budgeted expenditure, does the recommendation create a need for funding?** N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Standard County Contract

**Reviewed/approved by:** David Conner

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 01/15/19

**Individual(s) responsible for follow up:** Wanda Gautney/Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):** Letter to Vendors

**Additional instructions/notes:** N/A