

**BACKGROUND**

1. The City of Ocala Electric Utility requires the services of an experienced contractor to furnish two (2) 25/33.3/41.6 MVA power transformers as herein specified: including delivery of power transformer(s) to the designated site(s), installation of the power transformer(s) on existing concrete foundation pads (8' X 14') and testing of transformer(s). The Contractor shall also furnish ONE (1) lot of spare parts per the specifications and Scope of Work.

**The City of Ocala is requesting the option of purchasing an additional 25/33.3/41.6 power transformer (a total of three 25/33.3/41.6 MVA power transformers). The Contractor is required to submit pricing for an additional 25/33.3/41.6 MVA power transformer. The City of Ocala Electric Utility reserves the right to choose which option will be in the best interest of the City.**

The City of Ocala Electric Utility reserves the right to approve manufacturers. **Transformers must be manufactured in a North American Free Trade Agreement (NAFTA) country.**

The Contractor must comply with North American Electric Reliability Corporation (NERC) Supply Chain Standards.

The Supply Chain Standards focus on the following four security objectives:

- Software integrity and authenticity.
- Contractor remote access protections.
- Information system planning; and
- Contractor risk management and procurement controls.

Services provided by Contractor shall be coordinated with the City Project Manager, Lisa Crouthamel, at Ocala Electric Utility Department, 1805 NE 30<sup>th</sup> Ave, Bldg. 400, Ocala, Florida 34470, Telephone 352-317-3151, and E-Mail: [lcrouthamel@oalaf.gov](mailto:lcrouthamel@oalaf.gov).

**QUALIFICATIONS AND REQUIREMENTS**

1. **Licensing Requirement:** The bidder must be a licensed electrical contractor.
2. **Experience Requirement:** Bidder must be a licensed electrical contractor, with a minimum of five (5) years of experience based on equipment of the same design, rating, fabricated, and manufactured in the same factory, using material and components of the same type. The experience of the equipment must be based on a commercial installation for a municipal, industrial environment, or investor-owned utility in the United States of America, under operating conditions comparable to those experienced in Central Florida. The Contractor will upload this list under "**Requested and Additional Documents.**" This list shall include a short description of the power transformers functions and the name of contact information of the clients referenced.
3. The contractor is responsible for all City, County, and Florida Department of Transportation Road use permits, and any other special support shall be provided at the expense of the Contractor.

4. **Special Notice:** *By offering a bid on this solicitation, the Contractor acknowledges and agrees that it has made itself fully aware of and agrees to comply with all local, state, and Federal laws, regulations, ordinances, and permitting requirements related to the provision of the required goods and services and that said laws, regulations, ordinances, and permitting requirements are incorporated herein by reference.*

### BOND REQUIREMENTS

1. **Bid Bond:** Bid security equal to five percent (5%) of the total bid amount must accompany each bid. Bid bond will be uploaded in the section of this listing labeled "Bid Bond." The original document will be maintained by the Bidder unless requested to be produced by the City.
2. **Performance and Payment Bond:** The successful Bidder must submit a Performance and Payment bond for the total bid amount.

### INSURANCE REQUIREMENTS

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.
4. **Builders Risk:** Contractor shall provide Builder's Risk insurance on an "all-risks" basis for physical loss or damage to the work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, wind, extended coverage theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, flood, and damage caused by frost and freezing with no co-insurance clause.
5. **Installation Floater Insurance:** Installation Floater insurance is to be provided by the Contractor to cover damages or destruction to the equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide the total replacement value of the equipment, otherwise being handled or stored on or off premises or in transit. All risks coverage shall be provided either in a single policy or in

### DELIVERY

1. **Transformer #1: 25/33.3/41.6 MVA POWER TRANSFORMER** shall be delivered and installed at the Airport Substation site, located at 509 SW 49th Avenue, Ocala, FL 34474. Delivery to the destination shall be no later than **the manufacturer's standard lead times (96 to 136 Weeks)**. FOB DESTINATION, PREPAID & ALLOWED.
2. **Transformer #2: 25/33.3/41.6 MVA POWER TRANSFORMER** shall be delivered and installed four (4) weeks later to 509 SW 49th Avenue, Ocala, FL 34474, FOB DESTINATION, PREPAID & ALLOWED
3. **Optional Item: Transformer #3: 25/33.3/41.6 MVA POWER TRANSFORMER** shall be delivered and installed four (4) weeks after transformer #2, to TBD (delivery site will be no farther than 5 miles from 509 SW 49th Avenue, Ocala, FL 34474, FOB DESTINATION, PREPAID & ALLOWED.
4. **One (1) lot of Spare Parts** for 25/33.3/41.6 MVA power transformer - shall be delivered to the City of Ocala, Electric Utility Warehouse, 1805 NE 30th Avenue, Building #700, Ocala, FL 34470. All items must be at the destination no later than the **manufacturer's standard lead time**.

5. The Bidder understands proposed delivery time longer than stated above may be grounds for rejection of the bid.

6. The Contractor shall provide 30 days notice prior to delivery, and it is the Contractor's responsibility to unload all equipment at the listed site.

7. Each bidder is encouraged to visit the site of the proposed work and become thoroughly acquainted with the conditions relating to the construction and labor requirements so that the Bidder will fully understand the field conditions that may affect the execution of the required work.

*The articles furnished hereunder shall be delivered with ALL transportation charges paid by the supplier to the destination.*

## LIQUIDATED DAMAGES

If the material and/or equipment covered by this proposal is not delivered within the time stated in the proposal or authorized extension thereof, the City of Ocala reserves the right to cancel the order for said material and equipment. By submitting a proposal, the Bidder expressly waives any charges or liquidated damages for cancellation due to failure to deliver specified material and equipment within the time stated in the proposal.

1. In addition to the foregoing and subject to the stipulations set forth therein, the City of Ocala and the Contractor agree that: In the event, the Contractor fails to deliver equipment within the time specified or any authorized extension thereof, the Contractor shall pay to the City of Ocala, as liquidated damages, the amount outlined in Paragraph 2:
2. The amount to be paid by the Contractor to the City of Ocala in the event of late delivery shall be outlined in the following subparagraphs. As a matter of definition, the "Delivery Date", which establishes the basis for the payment of liquidated damages, shall be the date on which the last item in each of the individual categories of equipment and materials is delivered.
  - a. In the case of the power transformer, the payment to be made by the Contractor to the City of Ocala in the event of late delivery is **\$1,742.00** per day for the late 25/33.3/41.6 MVA power transformer(s).
  - b. The Contractor shall schedule operations so that delivery will be made to the substations in accordance with the equipment delivery schedule stated in **Exhibit E -Proposed Delivery Date & Subcontractors**. Delivery, as defined herein, shall be completed no later than the date stated in the column headed "Proposed Delivery Date" in Exhibit E, unless a further extension shall be approved by the City of Ocala under the conditions stated herein. Failure to complete delivery by the stated date, or any authorized extension thereof, will result in the imposition of liquidated damages as stated in the preceding paragraphs. In the

event the Contractor requests an extension of time, and the time is approved by the City of Ocala, a corresponding adjustment will be made in the "Proposed Delivery Date".

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. The contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The contractor shall provide an assigned Project Manager, who will be the primary point of contact. The Contractor must always provide a valid telephone number and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the contractor must each be promptly notified by the other of any complaints received.
4. The employees of the contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. The contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. The contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

**CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala will furnish the following services/data to the contractor for the performance of services:
  - A. Access to City buildings and facilities to perform the work.
  - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the contractor's responsibilities.
2. The City reserves the right to purchase any materials for the contractor to use. The contractor shall not charge a mark-up fee for material furnished by the City.

**CONTRACTOR RESPONSIBILITIES**

1. The contractor shall complete all work performed under this solicitation in accordance with the policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. The contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the contractor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. The Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.
8. City County and Florida Department of Transportation road-use permits. Any other special support shall be provided at the expense of the Contractor.

### SUB-CONTRACTORS

The Contractor has thoroughly investigated each subcontractor and has evidence on file that each subcontractor has engaged successfully in their respective line of work for a reasonable period, maintains a fully equipped organization capable, technically and financially, of performing the work required, and has made similar installations. The Contractor acknowledges and accepts responsibility for the performance of any subcontractor. Bidder will complete **Exhibit E – Proposed Delivery Date & Subcontractors** and upload it under "Additional and Requested Documents". The Owner reserves the right to reject any subcontractor based on previous experience with said Contractor, without financial impact to the Owner.

### SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The contractor shall always keep the premises free from the accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not be limited to:
  - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition.
  - B. The work site will be completely cleaned after each day of work.
  - C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
  - A. All furnishings and equipment shall be placed back in their original locations.
  - B. All work areas must be returned to their original condition.
  - C. The contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the

work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

**SAFETY**

1. The contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the contractor's responsibility.

**WARRANTY**

1. The power transformers manufacturer's warranty period shall extend five (5) years from the date of the on-site acceptance test and incorporation of any comments made during the test review. If the manufacturer's standard warranty does not satisfy the minimum requirements stated in the technical specifications, an extended warranty will be required, and the bid price submitted shall include any associated cost.

The power transformers manufacturer's extended warranty shall include all parts of the power transformer regardless of manufacturer.

2. All manufacturer warranty documentation and owner/operator manuals must be provided before the final payment request.

**INVOICING**

All original invoices will be sent to: Lisa Crouthamel, Project Manager, Electric Utility Department, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470, email: [lcrouthamel@ocalafl.gov](mailto:lcrouthamel@ocalafl.gov).

**MEASUREMENT AND PAYMENT**

The intent of this section is to define the basis of payment for bid items listed in the bidder's proposal. Separate payments will be made only for specific items listed in this section.

**1. Transformers**

- a. Measurement shall consist of furnishing and delivering two (2) or option to the city, three (3) new POWER TRANSFORMERS to their foundations (8' X 14') at the Airport Substation site, and if the third power transformer is accepted, to a site TBD as per the scope of work and specifications, including all submittals except for field test results, excluding spare parts, installation, and testing.
- b. Payment for completion of all work required of the Contractor shall be as stated in the scope of work and per all specifications, at the price shown in the Bidder's proposal. Final

payment after the equipment is placed in service will constitute full compensation for all work required and specified.

## 2. Transformer - Spare Parts

- a. Measurement shall consist of furnishing spare parts for the power transformer per the requirements of **Exhibit C – Technical Specifications**.
- b. Payment for spare parts furnished by the Contractor shall be at the price shown in the Bidder's proposal and constitute total compensation for the materials and all related work.
- c. Payment for completion of all work required of the Contractor shall be as outlined below at the price shown in the bidder's proposal. Payment in this amount will constitute full compensation for all work required and specified.

## PAYMENT

1. Ninety percent of the purchase order amount for equipment and spare parts will be paid 30 days after the delivery of equipment and spare parts is completed, approved, and accepted by the Owner and upon presentation of an invoice in duplicate. Ten percent of the amount due shall be retained until all required submittals have been approved and until the equipment is placed in service or for 180 days from delivery of the equipment, whichever comes first. Payment by the Owner shall not relieve the Contractor of the obligation to comply with the requirements of the Contract.
2. The Purchase Order amount for installation and testing will be paid 30 days after completion of testing, submittal, and approval of field test reports, and upon presentation of an invoice in duplicate

## PRICING AND AWARD

1. Bidder must bid on all line items, including the optional line item.
2. Bids will be received on a unit price basis. The lump sum amount must include all direct and indirect costs to complete the project.
3. Award will be made to the lowest bidder meeting all requirements outlined herein.
4. **AMOUNTS DUE TO THE CITY.** The Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to the Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.