

BACKGROUND

The City of Ocala requires Contractor to provide **TWO (2)** 105/140/175 MVA autotransformers, to include both the delivery of the autotransformers to the City's designated site and placement of the autotransformers on existing concrete foundation pads (21'X11') without any modifications required. Contractor shall also furnish **ONE (1)** lot of spare parts per specifications and Scope of Work.

City of Ocala reserves the right to approve manufacturers. **TRANSFORMERS MUST BE MANUFACTURED IN THE UNITED STATES OF AMERICA.**

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;
- vendor remote access protections;
- information system planning; and
- vendor risk management and procurement controls.

Services provided by Contractor are to be coordinated with the City Project Manager, Lisa Crouthamel, at Ocala Electric Utility Department, 1805 NE 30th Ave, Bldg. 400, Ocala, Florida 34470, Telephone 352-317-3151 and E-Mail: lcrouthamel@ocalafl.org.

BIDDER QUALIFICATIONS AND REQUIREMENTS

Contractor must be a licensed Electrical Contractor with a minimum of **FIVE (5)** years of experience providing similar services based on equipment of the same design and rating, having been fabricated and manufactured in the same factory, using material and components of the same type.

Contractor must have documented experience with the equipment based on 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. Bidder shall upload a listing reflecting this experience under the "**Requested and Additional Documents**" section of this solicitation. This list shall include a short description of the power transformer functions and the name and contact information of the clients referenced.

Special Notice: *By offering a bid on this solicitation, 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.*

SUBCONTRACTORS

Contractor acknowledges and accepts responsibility for the performance of any subcontractors. By offering a bid on this solicitation, Contractor acknowledges and agrees that it has fully investigated its subcontractors and has evidence on file that each subcontractor: (a) has engaged successfully in their respective line of work for a reasonable period; (b) maintains a fully equipped organization that is capable, technically and financially, of performing the work required; and (c) has satisfactorily made similar installations. Bidder shall complete **Exhibit D – Proposed Delivery Date & Subcontractors** and upload it under the "**Additional and Requested Documents**" section of this solicitation. City reserves the right to reject Contractor's use of any subcontractor based on previous experience with said subcontractor.

LIQUIDATED DAMAGES

Contractor shall schedule its operations so that delivery of the required materials and equipment will be made to the substations in accordance with the equipment delivery schedule stated in **Exhibit D - Proposed Delivery Date & Subcontractors**.

The term "Delivery Date" shall be defined as the date on which the last item in each of the individual categories of ordered materials and equipment are delivered. Delivery shall be completed no later than the date stated in the column headed "Proposed Delivery Date" in **Exhibit D - Proposed Delivery Date & Subcontractors**, unless a further extension shall be approved by the City of Ocala in writing under the conditions stated herein. In the event the contractor requests an extension of time, and the time extension is approved by the City of Ocala, a corresponding adjustment will be made in the "Proposed Delivery Date".

Should Contractor fail to deliver the materials and equipment as required by this solicitation within the time specified in the Scope of Work, or any authorized extension thereof, the City of Ocala reserves the right to cancel the order for said materials and equipment. By submitting its bid to this solicitation, the Bidder expressly waives any charges or liquidated damages for cancellation due to Bidder's failure to deliver the specified materials and equipment within the time required herein.

Contractor's failure to deliver the materials and equipment by the delivery date, or any authorized extension thereof, will result in the imposition of liquidated damages as set forth below:

1. City of Ocala and the Contractor agree that should Contractor fail to deliver the required materials and equipment within the time specified in the Scope of Work, or any authorized extension thereof, Contractor shall pay to the City of Ocala, as liquidated damages and not a penalty, the amount of \$1,742.00 per day.

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 produce 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, lightening, 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 equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide total replacement value of the

equipment, otherwise being handled or stored on or off premises or in transit. All risk coverage shall be provided either in a single policy or in a combination of underlying and umbrella on excess policies.

DELIVERY/REQUIRED SHIP DATE

1. **TRANSFORMER #1:** One (1) 105/140/175 MVA Autotransformer shall be delivered and installed at the Dearmin Substation site, located at 2779 SE 36th Avenue, Ocala, FL 34471. **Delivery to the destination shall be no later than the manufacturer's standard lead time of 56-64 Weeks.** FOB DESTINATION, PREPAID & ALLOWED.
2. **TRANSFORMER #2:** One (1) 105/140/175 MVA Autotransformer shall be delivered and installed at the Dearmin Substation site, located at 2779 SE 36th Avenue, Ocala, FL 34471. **Delivery to the destination shall be four (4) weeks after the delivery and installation of Transformer #1.** FOB DESTINATION, PREPAID & ALLOWED.
3. **SPARE PARTS:** One (1) lot of Spare Parts for 105/140/175 MVA autotransformer shall be delivered to the City of Ocala, Electric Utility Warehouse, 1805 NE 30th Avenue, Building #700, Ocala, FL 34470. **Delivery to the destination shall be no later than the manufacturer's standard lead time (56-64 weeks).** FOB DESTINATION, PREPAID & ALLOWED.
4. Bidder understands that proposed delivery times greater than those stated in Items 1, 2, or 3 of this Section may be grounds for rejection of bid.
5. Contractor shall provide thirty (30) day's notice prior to delivery, and it is the Contractor's responsibility to unload all equipment at the destination sites listed above.
6. All interested bidders are encouraged to visit the sites of the proposed work and to become thoroughly acquainted with the conditions relating to the delivery, construction and labor requirements, so that bidders will fully understand the field conditions which may affect the execution of the required work.
7. **The materials and equipment to be furnished hereunder shall be delivered and ALL transportation charges paid by the supplier to the destination.**

CLEAN UP

Contractor shall be responsible for the disposal of shipping and packing materials and for performing perform other clean-up associated with the delivery and installation activities.

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 payment will be made only for specific items listed in this section.

1. **Autotransformers 105/140/175 MVA.**
 - A. Measurement shall consist of furnishing and delivering two (2) new autotransformers to their respective foundations at the Dearmin Substation Site, 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/or specified

2. Autotransformers 105/140/175 MVA - Installation and Testing.

- A. Measurement shall consist of the complete assembly of the autotransformer, services of a service engineer, field testing and submittal of field test results, per the requirements of **Exhibit A – Scope of Work**, and **Exhibit B – Technical Specifications**
- B. 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.

3. Autotransformers 105/140/175 MVA - Spare Parts.

- A. Measurement shall consist of furnishing spare parts for the autotransformer per the requirements of **Exhibit B – Technical Specifications**
- B. Payment for spare parts furnished by the Contractor shall be at the price shown in the Bidder's proposal and will constitute full 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 constitute full compensation for all work required and/or specified

PAYMENT

- 1. Ninety five percent (95%) of the Purchase Order amount for equipment and spare parts will be paid **THIRTY (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 (10%)** of the amount due shall be retained until all required submittals have been approved and until the equipment is placed in service or for **ONE HUNDRED EIGHTY (180)** days from delivery of the equipment, whichever comes first.
- 2. Payment by the City shall not relieve the Contractor of the obligation to comply with the requirements of the contract. The Purchase Order amount for installation and testing will be paid **THIRTY (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.
- 2. The quantities in price proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
- 3. Bids will be received on a unit price basis. The City will pay the contractor only for the actual units that the contractor provides, installs, or constructs.
- 4. Award will be made to the lowest bidder meeting all requirements outlined herein.