



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



Invitation to Bid

BID Number:	2425-06
BID Title:	Overhead Distribution Transformers

Submittal Deadline	
Day:	Wednesday
Date:	September 10, 2025
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this Bid is as follows:

Bid Advertised	13-August-2025
Deadline to Submit Questions	29-August-2025
Addendum (if necessary) Issued	3-September-2025
Bids Opened	10-September-2025

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SECTION A: OVERVIEW

SECTION A: OVERVIEW

1. PURPOSE:

The intent of this bid document is to procure Overhead Distribution Transformers for the City of Jacksonville Beach, Florida d/b/a Beaches Energy Services, for a period of five (5) years, unless otherwise modified by mutual agreement of the City of Jacksonville Beach and Supplier.

2. QUANTITIES:

The estimated quantities contained herein reflect an approximate annual usage. The City may elect to purchase more or less of any item and the estimated quantities shall in no way restrict the number of any units purchased. The Initial "Unit Price", as bid, shall remain firm for the duration of the contract. This Initial "Unit Price" will be used to calculate the escalation or de-escalation of the actual Purchase Price, in accordance with the price adjustment clause, as described in Section 4, and FORM 1 "PRICE ADJUSTMENT (ESCALATION /DE-ESCALATION)".

Orders shall be placed by telephone or email and shall provide a purchase order number covering the requested items. Beaches Energy Services is only obligated to pay for quantities actually ordered by an authorized Beaches Energy Services employee and received as required by Beaches Energy Services. Beaches Energy Services will supply the successful bidder with the names of personnel authorized to place orders.

3. DELIVERIES:

The transformers shall be delivered "FOB Destination" to the City of Jacksonville Beach Storeroom located at 1460A Shetter Ave.; Jacksonville Beach, Florida 32250 during City business hours of 7:30am to 3:30. At least 48 hour notice must be given prior to delivery to enable the City to arrange for unloading. Notice will be given to:

Anthony Wright
Chief Storekeeper
City of Jacksonville Beach
1460A Shetter Ave.
Jacksonville Beach, FL 32250
(904) 270-1690

Cost for delivery and unloading are to be included in the bid price. Beaches Energy Services shall receive shipments as required on an as needed basis throughout the year.

All transformers shall be delivered in open top trailers

4. BID DUE DATE: 2:00 PM WEDNESDAY SEPTEMBER 10, 2025

Bids will be received until **2:00 P.M., Wednesday September 10, 2025** and then opened publicly by the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

5. BID AWARD:

This will be a non-exclusive contract. The City intends to award the bid to the lowest responsive, responsible bidder(s) as determined solely by the City to be in its best interest. In addition, the City reserves the right to cancel this bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to award this contract to one or more firms. In the event of a multiple award, the City may designate a Primary and Secondary Contractor. The Secondary Contractor may be used if the Primary Contractor is unable to cope with demand, or should lead times or standards of performance become unacceptable to the City requirements, or if the contract is terminated for cause or convenience.

The contract will be awarded on the basis of the lowest "Unit Price" for each item.

6. BID SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected. It is incumbent upon the bidder to ensure that all copies of the bid package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the BID number, BID title and Bidder name.

It is incumbent upon the bidder to ensure that bid package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **August 29, 2025**. Interpretation will be in the form of an addendum and will be published on the bid section of the City's website. Bid packages can be obtained from the Property and Procurement Division, 1460A Shetter Avenue, First Floor, Jacksonville Beach, Florida 32250, telephone 904-247-6229.

SECTION B: GENERAL PROVISIONS

GENERAL PROVISIONS

1. INSTRUCTIONS TO BIDDERS:

- **Technical Specifications** that are **explicit** to this particular **Bid Number 2425-06** are found in **SECTION C: TECHNICAL SPECIFICATIONS**, which begins on **page 25**.
- **The Minimal Bid Package shall consist of the following:**
 - Bidder's profile and submittal letter
 - Form 1:** Bid Tender Form
 - Form 2:** Bid Award Notice
 - Form 3:** Required Disclosure
 - Form 4:** Drug-Free Workplace Compliance
 - Form 5:** Non-Collusion Affidavit
 - Form 6:** Non-Bankruptcy Affidavit
 - Form 7:** Certification Pursuant to Florida Statute §287.135
 - Form 8:** Suspension & Debarment
 - Form 9:** Florida Anti-Human Trafficking
 - W-9**
 - Local Business Tax Receipt**

All forms must be completely filled out, appropriately executed and submitted as part of the bid package. These start on **page 34**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any bid at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. General. It is the purpose and intent of this bid to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of bids for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should have a need to re-advertise for responses, the Contract resulting from this bid shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and to maintain safety and health standards.

- E. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
- 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
 - 3) *For convenience*. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.
- F. Award.
- 1) The CITY reserves the right to waive informalities, to reject any and all bids, in whole or in part, and to accept the bid(s) that in its judgment will best serve the interest of the CITY.
 - 2) The CITY specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.
- G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.
- H. Payments. The Contractor shall be paid, upon the submission of invoices, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this bid package is provided to facilitate bids. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

4. ADDENDA TO THE BID:

If any addenda are issued to this bid, a good faith attempt will be made to deliver a copy to each of the Bidders, who, according to the records of the Property and Procurement Division previously requested a copy of this bid. However, prior to submitting a bid, it shall be the responsibility of the Bidder to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the bid. Bidders should either acknowledge receipt of such addenda on their bid, or attach such addenda to their bid.

5. USE OF BID RESPONSE FORMS:

All bids must include the completed Bid Tender Form provided in this package, and all questions must be answered. Bids may not be accepted where the Bid Tender Form has been retyped or altered by the Bidder. Failure to comply may preclude consideration of the bid. Supplemental information may be attached to the Bid Tender Form.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this bid are those required by the CITY. Bidders are required to submit their bid, which complies with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the bid, the submission of bidder's specimen contract with a bidder's bid submittal shall not constitute notice of the bidder's intent to deviate from the bid in a restrictive manner. Unless specifically noted otherwise, the attachment of the bidder's specimen contract shall be deemed to be an offer in at least full compliance with the bid, and the bidder expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the bid. That is, submission of a bidder's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the bid or a broadening of terms and conditions to the benefit of the CITY beyond that required by the bid.

8. ERRORS IN SUBMITTALS:

Bidders shall fully inform themselves as to the conditions, requirements and specifications before submitting the bid. Failure to do so will be at the bidder's own risk, and a bidder cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

9. LEGAL AND REGULATORY COMPLIANCE:

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL 32250.

The Contractor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E-VERIFY / AUTHORIZED WORKER STATUS

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of CONTRACTOR or subcontractor(s).

Should CONTRACTOR enter into a contract with a subcontractor for the work to be provided to the CITY herein, the subcontractor shall provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

The CITY, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity in violation.

If the CITY has a good faith belief that a subcontractor has knowingly violated this Article, but CONTRACTOR otherwise complied with this Article, the CITY shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

If this Agreement is terminated under this Article, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with CONTRACTOR under this Article, CONTRACTOR may not be awarded a public contract for at least one year after the date on which this Agreement is terminated. CONTRACTOR shall be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

The CITY, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge termination under this Article no later than 20 calendar days after the date on which this Agreement was terminated.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, or IDEOLOGICAL INTEREST:

In accordance with Sec. 287.05701, F.S., the City may not request documentation of, consider, or give preference to a vendor based on a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor.

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

11. WAIVER/REJECTION OF BIDS:

The CITY reserves the right to waive formalities or informalities in bids and to reject any or all bids or portions of bids, or to accept any bids or portions of bids deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the bidder.

12. AUTHORIZED OFFER:

The person submitting the bid should indicate the extent of authorization by the Company to make a valid offer in the bid summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the bid is not authorized to submit a bid that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the bidder's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF BIDS:

The CITY will evaluate each bid based on all the criteria set forth in the bid. Fees may be requested as part of the bid package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. USE OF BID BY OTHER AGENCIES:

It is hereby made a part of this bid that the submission of any bid response to the advertisement request constitutes a bid made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

15. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list (**See attached Form 3**).

16. CONFLICT OF INTEREST / CONE OF SILENCE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence.” This limits and requires documentation of communications between potential proposers and/or proposers on CITY solicitations, the CITY’s professional staff, and the City Council members.

Any lobbying by or on behalf of the bidder may result in rejection/disqualification of said bid at the CITY’s sole discretion. Bidders shall refrain from any communication with City Council members, CITY Staff, or the CITY’s Evaluation Committee, or members of any Board or Agency of the CITY, regarding this bid.

DURING THE PERIOD BETWEEN BID ADVERTISEMENT DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE CITY COUNCIL, CITY STAFF, CITY EVALUATION COMMITTEE OR MEMBERS OF ANY BOARD OR AGENCY OF THE CITY, EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PURCHASING DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude bidders from discussing other matters with City Council, CITY staff or members of any CITY Board or Agency. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the bidder’s bid submission.

The Cone of Silence shall be imposed on this bid upon its advertisement and shall terminate at the time the City Council and/or City Manager awards the solicitation. However, if the City Council and/or the City Manager refers the recommendation of award back to the CITY staff for further review, the Cone of Silence shall be re-imposed until such time as the City Council and/or the City Manager makes a subsequent award for the solicitation.

The Cone of Silence prohibits the following activities:

- A. Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist or consultant and the CITY’s professional staff;

- B. Any communication regarding this bid between the Mayor, Council members and any member of any Board or Agency of the CITY;
- C. Any communication regarding this bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection or evaluation committee;
- D. Any communication regarding this bid between the Mayor, Council members; any member of any Board or Agency of the CITY and the selection or evaluation committee therefore;
- E. Any communication regarding this bid between any member of the CITY's professional staff and any member of the selection or evaluation committee; and
- F. Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor, Council members and any member of any Board or Agency of the CITY.

The Cone of Silence may not apply to:

- A. Oral communications at pre-bid meetings;
- B. Oral presentations before selection or evaluation committees;
- C. Public presentations made to the City Council during any duly noticed public meeting;
- D. Written communications regarding a particular RFP, RFQ, or ITB between a potential vendor, service provider, respondent, bidder, lobbyist or consultant and the CITY's Purchasing Agent or CITY employee designated responsible for administering the procurement process of such RFP, RFQ, or ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- E. Communications with the CITY Attorney and his or her staff;
- F. Duly noticed site visits to determine the competency of bidders/respondents regarding a particular bid/statement during the time period between the opening of bids and the time the City Council and/or City Manager makes the award;
- G. Any emergency procurement of goods or services pursuant to CITY Code;
- H. Contract negotiations during any duly noticed public meeting;
- I. Communications to enable CITY staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, respondent, bidder, lobbyist, or consultant and any member of the CITY's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder may render the bid award to said bidder voidable by the City Council and/or City Manager at the CITY's sole discretion.

17. NON-COLLUSION AFFIDAVIT

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a declaration from the Respondent that they have not colluded with any other party in preparation of their proposal (**See attached Form 5**).

18. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

20. INSURANCE REQUIREMENTS:

A. GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting therefrom, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

B. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or subcontractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

C. COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following described insurance and/or self-insurance except for

coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is required for Contractor and all subcontractors.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability is required for Contractor and all subcontractors

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

D. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subcontractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful bidder(s)' obligation to fulfill the insurance requirements herein.

21. PERFORMANCE AND PAYMENT BONDS: N/A

~~Simultaneously with his delivery of the executed contract to the CITY, a bidder, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one hundred percent (100%) of the total amount of the accepted Bid/Bid, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power of Attorney authorizing him to do so.~~

~~The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from~~

~~latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.~~

22. BID SECURITY: N/A

- ~~A. Each Bid must be accompanied by a Cashier's Check or Bid Bond in an amount not less than five percent (5%) of the amount of the bid. The bid security of all Bidders will be returned within ten (10) days after the CITY and the accepted Bidder(s) have executed the written Contract(s) and the accepted Bidder(s) have filed acceptable payment and performance bonds. If thirty (30) days have passed after the date of the opening of the bids and no Contract(s) has been awarded, the bid security of any Bidder will be returned on demand, provided the Bidder has not been notified of the acceptance of its Bid.~~
- ~~B. Attorneys in Fact who sign Bid Bonds must file with such bonds a certified copy of their Power of Attorney to sign the Bonds.~~
- ~~C. Failure of any accepted Bidder to execute a contract and file acceptable bonds as provided herein within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and forfeiture of the bid security to the CITY, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Award may then be made to another Bidder or all Bids may be rejected.~~

23. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted bids must include this form executed by the proper representative of the bidder company **(See attached Form 6).**

24. NONEXCLUSIVE:

Notwithstanding the contract resulting from this bid, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this bid. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

25. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted bids must include this form executed by the proper representative of your company. **(See attached Form 4).**

26. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful bidder against factory defects and workmanship. At no expense to the City, the successful bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

27. PROTEST:

A recommendation for contract award or rejection of award may be protested by a bidder. The bidder may file a written protest with the City Clerk's office. The bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the bidder of all rights of protest under this procedure.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

28. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing,

installing, or performing such work where required to the satisfactory completion of the project.

30. FORCE MAJEURE:

The City and the successful bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- C. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

31. BID AWARD NOTICE FORM:

Attached is a Bid Award Notice Form. All submitted bids are to include this form to be notified of the recommendation of award. **(See attached Form 2)**

32. INDEMNIFICATION:

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the CITY as outlined below.

The Contractor covenants and agrees to indemnify, hold harmless and defend the CITY, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by CITY, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier,

occasioned by the negligence, errors, or other wrongful act or omission of the Contractor, its subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the CITY from any and all increased expenses resulting from such delay. Should any claims be asserted against the CITY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that Contractor shall hold the CITY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the CITY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

33. MAINTENANCE OF RECORDS AND RIGHT TO AUDIT:

The CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten years from the final payment or termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten years following the final payment or termination of this Agreement. If an auditor employed by the CITY determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CITY, the CITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the CITY.

RIGHT TO AUDIT

Availability of Records: The records of the parties to this Agreement relating to a Work Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance

rebates and dividends; any other supporting evidence deemed necessary by Owner to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner. Owner may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion.

SECTION C: TECHNICAL SPECIFICATIONS

OVERHEAD DISTRIBUTION TRANSFORMERS

1. GENERAL

- 1.1 This section covers the general purchase specifications to procure Overhead Distribution Transformers for Beaches Energy Services for a period of five (5) years, unless otherwise modified by mutual agreement of the City of Jacksonville Beach and Supplier.
- 1.2 The Overhead Distribution Transformers shall be as specified herein and as indicated on the following Technical Specifications and included Bid Tender Forms.

2. CODES AND STANDARDS

- 2.1 The Overhead Distribution Transformers shall be designed and fabricated in accordance with applicable AEIC, ANSI, ASTM, ICEA, IEEE, NEMA, and UL Standards.
- 2.2 All materials and devices shall be in accordance with applicable requirements of the Federal "Occupational Safety and Health Standards".

3. CURRENTLY APPROVED MANUFACTURERS

The following manufactures are approved for this BID:

- ABB
- Central Moloney
- Cooper
- WEG
- Pauwels

4. CONDITIONAL MANUFACTURER APPROVAL, AWARD CONDITIONS, AND FINAL ACCEPTANCE

Manufacturers not currently on Beaches Energy Services approved list may be considered for conditional approval under the following circumstances:

- The manufacturer provides sufficient evidence, to the satisfaction of Beaches Energy Services, that their product fully meets all technical specifications and requirements outlined in this bid.
- The manufacturer submits detailed transformer drawings and technical documentation for review and preliminary approval prior to award.
- Conditional approval is subject to successful physical delivery of the transformer(s) and final acceptance following inspection and testing by Beaches Energy Services. Only upon satisfactory completion of the steps will full approval be granted.

An award may be made to a manufacturer who meets the first two conditions (demonstrates compliance with specifications and provides required drawings/documentation). However, such an award is conditional upon successful completion of the following:

- **Physical Delivery and Inspection:** The awarded manufacturer must deliver the transformer(s) for physical inspection and testing by Beaches Energy Services.
- **Final Acceptance:** If, upon inspection, the delivered transformer(s) do not meet all required specifications and standards, the award may be nullified at the sole discretion of Beaches Energy Services, and the manufacturer may be required to remedy any deficiencies or may be disqualified from future consideration.

5. **PRODUCT PRICING TABLE**

The Offeror shall quote the exact model and part number by the manufacturer(s) indicated in the technical specifications. Where the Bid states “Order by Description” or indicates that an “approved equal” may be considered for evaluation, then the Offeror shall provide the manufacturer’s name and part number in the Product Pricing table and provide complete technical information in separate attachments to the Proposal. Where alternative products are offered in the Product Pricing Table, the Offeror is stating that to the best of its knowledge the alternative products are equal to the specified products in form, fit and function and that they meet or exceed the required Technical Specifications in all respects. Please pay close attention to the following:

Please do not change the format of the document when entering data. In particular, please do not renumber the lines of the Product Pricing Table.

- If you do not offer a specific item, please leave the pricing cells corresponding to that item blank (i.e., do not type in “No Bid”, etc.). We will assume that any cells that are left blank represent items that you are not quoting. For clarification, you may type “No Bid” in the Comments field.
- The estimated usage information provided should not be considered an explicit demand forecast. The information provided is intended to help you formulate unit pricing based on historical usage patterns.
- The comments field on the Product Pricing Table should be used to explain any known differences between the product specified and the product offered.

It is to an Offeror’s benefit to quote as many items as possible. The City will consider the total number of items quoted as an evaluation factor under Depth and Breadth of Relevant Product Lines. For items not quoted, the City reserves the right to use the highest price received from other Offerors as the price of the item not quoted for evaluation purposes. The Product Pricing Tables are included in SECTION D - BID TENDER FORMS.

PRICE ADJUSTMENT (ESCALATION /DE-ESCALATION)

The prices stated in this agreement shall be subject to adjustment on an annual basis, commencing one year from the effective date of this agreement. The adjustment shall be based on the percentage change in the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Overhead Distribution Transformers, Except Parts, as published by the U.S. Bureau of Labor Statistics, Series ID PCU335311335311P.

The price adjustment shall be calculated as follows:

1. The baseline PPI shall be the index value for the month and year in which this agreement becomes effective.
2. On each adjustment date, the current PPI shall be compared to the baseline PPI.
3. If the current PPI has increased or decreased by more than 3% compared to the baseline PPI, the prices in this agreement shall be adjusted by the full percentage change.
4. The adjustment shall be applied to all prices stated in the agreement, unless specifically excluded.
5. In no event shall any price be reduced below the initial price stated in this agreement.
6. The supplier shall provide written notice of any price adjustments, along with supporting documentation, at least 30 days prior to the effective date of any annual adjustment.
7. This clause shall operate both as an escalation and de-escalation provision, allowing for price increases in times of inflation and price decreases in times of deflation.”

All responses for information requested in this section shall be included with your BID on the Product Pricing Tables included in SECTION D - BID TENDER FORMS.

HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

6. REQUIREMENTS FOR ALL BEACHES ENERGY SERVICES TRANSFORMERS

Bid Proposal Submittals: In addition to the bid proposal costs and delivery quoted on the attached Transformer Bid Proposal, the bidder shall also provide the following information on each type of transformer quoted:

- **Physical Data:** 1) Approx. weight of completed transformer; 2) Approx. quantity of oil; and, 3) Transformer outline and dimensional drawings.
- **General Information:** 1) Transformer manufacturer; 2) Factory shipping point; 3) Warranty; and, 4) Location of warranty service and repair facilities closest to the

- City of Jacksonville Beach, Florida.
- **Total Winding Loss:** Manufacturer must supply total winding loss as defined by ANSI which includes stray losses and must list impedance and efficiency. Data shall be guaranteed for all transformers subject to tolerance stated in ANSI Standard C57.12.00, Table 16.
 - No Load Loss in kW at 50% loading & 85° C.
 - Load Loss in kW at 50% loading & 85° C.

Successful Bidder Submittals: Manufacturer must submit one copy of shop drawings, catalog details and/or other submittals as required by the Technical Specifications for individual bid items within 30 days after receipt of an Award for approval.

Shop Drawings: Submitted shop drawings and all other submittals will be reviewed and one copy will be returned marked either approved or resubmit. If shop drawings are marked resubmit, make corrections as shown and resubmit for approval. Cover letter must reference each BES stock number. No Purchase Order shall be issued until Shop Drawings have been approved. No material shall be shipped until approved shop drawings have been received by the manufacturer.

Delivery: With each shipment of transformers, in addition to the vendor's normal paperwork and/or shipping documentation, the vendor shall provide a digital spreadsheet documenting each transformer's serial no.; City of Jacksonville Beach Storeroom Stock No.; no-load core and coil load losses in watts; and, impedance. Transformers shall be delivered either on a flat-bed carrier or open top van. **NO EXCEPTIONS.**

All transformers bid and supplied must meet the current DOE National Standard Efficiency for Liquid Filled Transformers.

Quality Control: Upon receipt, all transformers will be visually inspected by the City of Jacksonville Beach personnel to determine compliance with the specifications.

Penalty for Non-conforming Units: Should any transformer fail to conform to the specifications in any way; then, at the option of the City, the vendor shall replace the non-conforming transformer with a suitable transformer and bear all associated costs.

7. **SPECIFICATIONS FOR CONVENTIONAL OVERHEAD OVERHEAD DISTRIBUTION TRANSFORMERS FOR BEACHES ENERGY SERVICES**

General: Transformers shall be single phase, conventional type, oil-immersed, self-cooled, two winding distribution type for outdoor, pole application, sized from 15 KVA to 250 KVA.

Standards: This equipment shall conform to the applicable standards of the American National Standards Institute C57 or latest revision and NEMA standards, latest revision.

BIL rating- BIL ratings shall be as follows:

<u>Primary Voltage Grd Y</u>	<u>Transformer</u>	<u>Primary bushings class A</u>
14760/25,565	125 kV	200 kV

(Important Note to Bidders: On the 14,760/25,565 volt transformers, please only submit bids for overhead Overhead Distribution Transformers with 200kV BIL primary bushings. Given our coastal environment and salt spray contamination, 200kV BIL primary bushings are required; 125 or 150kV BIL primary bushing are not acceptable.

Taps: All transformers shall be furnished with external tap changers. The external tap changer shall be located on the tank in a position readily visible with the nameplate so as to be seen when changing taps. Tap changers will have two 2.5% positions above and two 2.5% positions below nominal voltage for a total range of 10% on the high voltage winding. Tap changers shall have a positive “Snap Action” or “Cam Action” operation.

Exterior Finish: The transformer lids, lid bands, tanks and welds shall be constructed of 304L stainless steel and shall be free of welding slag and other contamination before entering the painting process.

All bids received will be evaluated and awarded on the basis of the lowest unit price.
All transformers bid must meet the current DOE National Standard Efficiency for Liquid Filled Transformers.

Components: Transformers shall be equipped with all conductor connectors, tank ground provision, name plate affixed with non-ferrous screws or rivets, a KVA rating decal, stainless steel nameplate and be ready for operation.

Replaceable bleed valve shall be provided to automatically and manually relieve internal pressure in the tank, as specified in paragraph 7.5.2. of ANSI/IEEE C57.12.26-1987.

Warning Stickers: All single and three phase padmounted transformers manufactured and shipped must be supplied with a warning sticker, similar and equal to the attached sample provided by Almetek Industries.

Almetek Industries Sample:



Figure 6. Danger Sign Example.

ART APPROVAL FORM		This is our interpretation of your artwork requirements. Review for accuracy and note any changes you wish to make before signing this approval form.											
MATERIAL 3M REFLECTIVE PRESSURE SENSITIVE		NOTE: This art approval request form is required to begin the manufacturing process.											
PLEASE RESPOND WITHIN 24-48 HOURS TO AVOID DELAYS.		Approved as is	Submit new art with changes										
Customer: ALMETEK INDUSTRIES Item No.: LABEL-4503 Date: AUG. 19, 2009		PREPARED BY RF	SHEET 1 OF 1 SCALE 1:1 <table border="1"> <thead> <tr> <th colspan="2">TOLERANCE</th> </tr> </thead> <tbody> <tr> <td>FRACTION</td> <td>±1/8"</td> </tr> <tr> <td>.X</td> <td>±.09"</td> </tr> <tr> <td>.XX</td> <td>±.06"</td> </tr> <tr> <td>.XXX</td> <td>±.005"</td> </tr> </tbody> </table>  1-800-248-2080 Fax: 908-950-6618	TOLERANCE		FRACTION	±1/8"	.X	±.09"	.XX	±.06"	.XXX	±.005"
TOLERANCE													
FRACTION	±1/8"												
.X	±.09"												
.XX	±.06"												
.XXX	±.005"												

Figure 7. Art Approval Form.

8. **FINAL TESTING AND INSPECTION**

QUALITY INSPECTION: Good quality control shall be exercised at all times to insure completed transformer meets guaranteed losses. Manufacturers shall have in place: engineering product specifications on all parts, assemblies and finished products; manufacturing product instructions defining how each part is to be made and tested; and documentation of the essential quality characteristics and how each is measured. Such non-proprietary information shall be made available to BES when requested.

Transformers shall receive a final quality inspection before shipping with special attention to oil leaks at bushings, welds, chips and scratches to finish, decals and add on accessories.

TESTING: Testing shall be per the Federal Register, Part III, Department of Energy, 10 CFR Part 431, Energy conservation Program for Commercial Equipment:

Overhead Distribution Transformers Energy conservation Standards.

One hundred percent of transformers leaving production line shall have been tested for the following:

- A. Polarity.
- B. Ratio - on all taps.
- C. Load Losses (or Winding Losses) at 100% loading.
- D. No Load Losses (or Core Losses) at 100% loading.
- E. Dielectric - Induced and Applied Potential on pad mounted units. Refer to ANSI Standards for specific units.
- F. Pressure on tanks - All tanks shall be tested in such a manner to positively indicate leaks. (Manufacture shall provide a copy of the testing procedure).
- G. Impulse - All transformers shall receive and pass at least one full wave production line impulse test at one hundred percent of rated BIL. The impulse test shall be on 100% of all transformers.

Sample or prototype transformers of each class and each KVA size shall be tested for:

- A. Short Circuit - Classifications used by BES shall be able to withstand testing in accordance with ANSI C57.12.90.
- B. Radio Interference.
- C. Stray Loss (calculated).
- D. Life Test on Components.
- E. Exciting Current.
- F. Impedance.
- G. Power Factor - limited to 1% according to Doble testing procedures.

The results of sample or prototype test shall be made available to BES in the form of a Certified Test Report when requested.

Transformers shall be supplied with a maximum power factor of 1% according to Doble

testing procedures.

TEST REPORTS SUBMITTALS: Transformer suppliers, manufacturers, and/or representatives must submit transformer test reports on all transformers shipped. The report is to be E-mailed to BES. BES to supply address upon award of contract and changes as necessary.

Each test report must be submitted within 30 days after each shipment to the Supervisor of the Test Facility and include the following data:

- A. Customer: BES.
- B. BES Purchase Order Number.
- C. Quantity Ordered.
- D. JEA IFB number.
- E. Bid item number.
- F. Core Loss of each transformer.
- G. Average core loss of all transformers on report.
- H. Winding Loss of each transformer.
- I. Average winding loss of all transformers on report.
- J. Impulse Test Statement.
- K. KVA size.
- L. Primary voltage.
- M. Secondary voltage.
- N. Impedance.

9. TRANSFORMER EFFICIENCY REQUIREMENTS

The transformers supplied under this specification shall meet the current minimum transformer efficiencies, as described by the Federal Register, Part III, Department of Energy, 10 CFR Part 431, Energy conservation Program for Commercial Equipment: Overhead Distribution Transformers Energy Conservation Standards.

10. TRAINING

The manufacturer that receives an award under this Contract shall be required to provide a one day seminar on transformers to BES personnel at BES's facility. The seminar shall be at no additional cost to BES.

SECTION D: FORMS

FORM 1: BID TENDER FORM (page 1 of 3)

BID NUMBER: **2425-06**

TITLE: **OVERHEAD DISTRIBUTION TRANSFORMERS** FROM: _____

Bid Item No.	B.E.S. Stock #	Description	Est. Units	Size kVA	Sec. Volts	Mfg.	Unit Price	BID COST		Del. in days ARO
								Unit Price	X Est. Units	
1	1012	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	15	120/240					
2	1013	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	10	25	120/240					
3	769	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	25	240/480					
4	1009	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	20	50	120/240					
5	712	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	50	240/480					
6	1014	Conventional Overhead Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	10	75	120/240					
7	1039	Conventional Overhead Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	100	120/240					
8	999	Conventional Overhead Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	100	240/480					
9	832	Conventional Overhead Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	167	120/240					
10	998	Conventional Overhead Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	167	240/480					
11	1074	Conventional Overhead Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	1	250	120/240					

FORM 1: BID TENDER FORM (page 2 of 3)

PRICE ADJUSTMENT (ESCALATION /DE-ESCALATION)

The prices stated in this agreement shall be subject to adjustment on an annual basis, commencing one year from the effective date of this agreement. The adjustment shall be based on the percentage change in the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Overhead Distribution Transformers, Except Parts, as published by the U.S. Bureau of Labor Statistics, Series ID PCU335311335311P.

The price adjustment shall be calculated as follows:

1. The baseline PPI shall be the index value for the month and year in which this agreement becomes effective.
2. On each adjustment date, the current PPI shall be compared to the baseline PPI.
3. If the current PPI has increased or decreased by more than 3% compared to the baseline PPI, the prices in this agreement shall be adjusted by the full percentage change.
4. The adjustment shall be applied to all prices stated in the agreement, unless specifically excluded.
5. In no event shall any price be reduced below the initial price stated in this agreement.
6. The supplier shall provide written notice of any price adjustments, along with supporting documentation, at least 30 days prior to the effective date of any annual adjustment.
7. This clause shall operate both as an escalation and de-escalation provision, allowing for price increases in times of inflation and price decreases in times of deflation.”

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers’ requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY’s satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all subcontractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder’s response to this bid. The bidder agrees that the bid price shall be good and may not be withdrawn for a period of 90 days after the opening of the bid. The bidder understands that the CITY reserves the right to reject all bids, and waive informalities in submitted bids. By signing below you agree the price(s) are firm and guaranteed for the entire term of this bid.

SUBMITTED BY: _____ TITLE: _____
Printed name of authorized submitter

SIGNATURE: _____ DATE: _____

FORM 1: BID TENDER FORM (page 3 of 3)

BID NUMBER: **2425-06**

TITLE: **Overhead Distribution Transformers**

BID PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	SECTION	SECTION TITLE
[_____]	FORM 1	BID TENDER FORM (Pages 35 - 37)
[_____]	FORM 2	BID AWARD NOTICE FORM (Page 38)
[_____]	FORM 3	REQUIRED DISCLOSURE FORM (Page 39)
[_____]	FORM 4	DRUG-FREE WORKPLACE COMPLIANCE FORM (Page 40)
[_____]	FORM 5	NON-COLLUSION AFFIDAVIT (Page 41)
[_____]	FORM 6	NON-BANKRUPTCY AFFIDAVIT (Page 42)
[_____]	FORM 7	CERTIFICATION PURSUANT TO FLORIDA STATUTE §287.135 (Page 43)
[_____]	FORM 8	SUSPENSION & DEPARTMENT PURSUANT TO FLORIDA STATUTE §287.1351, EXECUTIVE ORDERS 12549 AND 12689, 2 C.F.R. PART 180 (Page 44)
[_____]	FORM 9	ANTI-HUMAN TRAFFICKING (Page 45)
[_____]		W9 (Attach completed and signed form, which can be obtained from www.irs.gov)
[_____]		LOCAL BUSINESS TAX RECEIPT (attach copy)

ADDENDA RECEIPT VERIFICATION

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

By: _____
Signature of Authorized Submitter

Title (typed or neatly printed)

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: _____
2. Address: _____
3. City, State & Zip: _____
4. Attention: _____
5. Phone: _____
6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2425-06** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Notice of Intent to Submit Bid for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
Property and Procurement Division

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

[illegible]

Title: _____

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FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____
the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any bidder firm, or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____, 20____,
in the State of _____, County of _____.

Notary Public

My Commission Expires: _____

FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 2425-06

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of
the firm of _____, being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2425-06**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

FORM 7: CERTIFICATION PURSUANT TO FLORIDA STATUTE §287.135

I, _____ on behalf of _____ certify
Print Name and Title Company Name

that _____:
Company Name

- a. is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Company certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**FORM 8: SUSPENSION & DEBARMENT PURSUANT TO FLORIDA STATUTE
§287.1351, Executive Orders 12549 and 12689, 2 C.F.R. Part 180**

I, _____ on behalf of _____ certify
Print Name and Title Company Name

That _____:
Company Name

- A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City of Town or other government agency;
 - Have not within (36 months) period preceding this time, been convicted of or had a civil judgement entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State, City or Town or other local agency) transaction or contract; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - Have not within (36) months period preceding this time, had one or more public contracts (Federal, State, City, or Town or other agency) terminated for cause or default.
- B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Name and Position

Date

Signature

Company Name

Street Address

City, State and Zip Code

FORM 9: ANTI-HUMAN TRAFFICKING

AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06(13)

FLORIDA ANTI-HUMAN TRAFFICKING PROVISIONS

(To be used when a contract is executed, renewed or extended)

(Required only for non-governmental vendors)

STATE OF _____

COUNTY OF _____

I, {full legal name} _____, swear and affirm that I am
an officer or a representative of the Contractor and that _____ does
not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

AFFIANT HEREBY CERTIFIES UNDER PENALTY OF PERJURY THAT THE
STATEMENTS AND FACTS IN THIS AFFIDAVIT AND IN ANY ATTACHMENTS ARE
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dated: _____

Signature of Affiant: _____

Sworn to or affirmed and signed before me on _____ by

_____ who is personally known to me or presented

_____, as identification.

Notary Public, State of _____

My commission expires: _____

W-9 Form (Attach completed and signed form, which can be obtained from www.irs.gov)