



**JOINT PURCHASE PROJECT  
PURCHASE & DELIVERY  
OF  
SUBSTATION SINGLE-PHASE  
REGULATORS**

**Florida Municipal Power Agency**  
8553 Commodity Circle  
Orlando, Florida 32819-9002  
(407) 355-7767  
[www.fmpa.com](http://www.fmpa.com)



**FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR AUGUST 2024

BID FOR

SUBSTATION SINGLE PHASE REGULATORS

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# INVITATION TO BID

(This is not an order)

R  
E Florida Municipal Power Agency  
T TO: 8553 Commodity Circle  
U Orlando, Florida 32819-9002  
R Attn: Sharon Samuels  
N

ITB FMPA 2024-205  
Date Issued: August 7, 2024  
Telephone: (407) 355-7767

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON SEPTEMBER 5, 2024, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

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## DESCRIPTION

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### **AUGUST 2024 FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT BID FOR SUBSTATION SINGLE PHASE REGULATORS**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

#### PLACE OF DELIVERY: FOB DESTINATION

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

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It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

**ADVERTISEMENT**

Proposal For

**AUGUST 2024**

**FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT**

**BID FOR  
SUBSTATION SINGLE PHASE REGULATORS**

**INVITATION TO BID FMPA 2024-205**

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 P.M., on September 5, 2024, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for Substation Single Phase Regulators for the following FMPA Member:

Town of Havana

Bid packages for this project may be obtained from FMPA via Internet from [www.fmpa.com](http://www.fmpa.com).

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Substation Single Phase Regulators provided by companies who have established, through demonstrated expertise and experience that they are qualified to provide Substation Single Phase Regulators as specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams  
General Manager  
Florida Municipal Power Agency

# FLORIDA MUNICIPAL POWER AGENCY

## JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

### 1. OVERVIEW

This is an Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following FMPA Participating Member:

Town of Havana

This bid is for a one (1) year contract for the purchase and delivery of items/services as listed.

### 2. PURCHASING MATERIALS

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation to Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

### 3. PARTICIPATING MEMBERS

It is anticipated that Municipal Electrical Systems other than those Participating Members listed in this paragraph may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event,

all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

**4. FMPA'S RESPONSIBILITY**

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

**5. PRODUCTS/SERVICES**

Products/Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

**6. QUANTITIES**

The QUANTITIES listed for each item on the Bid Form are the aggregate MINIMUM ESTIMATED REQUIREMENTS; therefore, the estimated quantities are not guaranteed. Quantities are a good faith estimate and are based on projected usage but it is specifically understood and agreed: (1) that these quantities are approximate; (2) any increased quantities will be paid for at the contract price; (3) supplier shall not have any claim against the participating member(s) for quantities less than the estimated amounts; and, (4) participating member(s) shall purchase their requirements from the contract awardee(s) only unless awardee is unable to meet all the terms and conditions specified (including delivery) or a bona fide condition of emergency exists.

6.1 Vendor shall include with the bid any standard packaging quantities and/or minimum order quantity. Unless otherwise indicated, FMPA shall assume a standard package size of one and a minimum order quantity of one.

6.2 Vendor shall indicate guaranteed delivery from receipt of purchase order for each type, size or class of item bid as applicable.

6.3 The Project Participating Member reserves the right to reject in whole or in part, any or all materials which in its judgment is not as specified, reflects unsatisfactory workmanship or is damaged. In this event, payment shall be withheld corresponding to value of the rejected material until such the delivery is complete and accepted as contracted for.

6.4 Certain Participating Member(s) are of such a size that individual construction projects have significant impact on their overall purchases. For this reason historical information is often unreliable in predicting the future. These Special Participating Member(s) are not providing estimated quantities but are identifying the items they might purchase and are committing to all the other obligations (including the purchase commitments in this paragraph 5) included in this bid specification. An assumed quantity of one (1) will be used for evaluation purposes. For purposes of this bid, the following cities are considered Special Participating Member(s): NONE.

Certain Participating Member(s) are currently under award from a pre-existing bid; but anticipate utilizing the award from this bid upon expiration of their existing contract. For purposes of this bid, the following cities are considered Special Participating Member(s):

- 6.5 The Participating Member(s) have provided good faith estimates of their needs for the coming year. These good faith estimates do not include certain items but the Participating Members desire to have bid prices for all normal items so that they can readily respond to unforeseen requirements. Even though no quantities are given for these units on the bid forms, bidders are requested to provide bids for these units. An assumed quantity of one (1) will be used in the evaluation of the bids.

## **7. EXTENSION OPTION**

This bid may be extended by mutual agreement between the Project Participating Member(s) and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 12. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

## **8. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS**

- 8.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 8.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.
- 8.3 Pages BF-1, BF-2, BF-3, AOC-1 and AOC-2 of this bid package are required forms and MUST be included in Bidder's response appropriately filled out and signed. Bidder to complete page DF-1 if applicable.
- 8.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 8.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 8.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 8.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the contract documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 8.8 The bid must be signed by an authorized agent or officer of the firm.
- 8.9 Each bidder shall submit with the bid complete manufacturer's description.
- 8.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.

8.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

**9. VARIANCE WITH APPLICABLE LAW**

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

**10. QUALITY TERMS/GUARANTY**

- 10.1 FMPA and the Participating Members reserve the right to reject any or all materials if in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.
- 10.2 If any product delivered does not meet applicable specifications or if the product will not produce the effect that the supplier represents to FMPA, the supplier shall pick up the product from the Participating Members at no expense to FMPA or the Participating Member.
- 10.3 Also, the supplier shall refund to the Participating Member any money, which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.
- 10.4 The Vendor guarantees that the product will be as specified and will be free from defects in design, workmanship, and materials. If within the guarantee period the product fails to meet the provisions of this guarantee, the Vendor shall promptly correct any defects, including non-conformance with the purchase documents by adjustment, repair, or replacement of all defective parts or materials. The guarantee period shall begin on the date of delivery and shall end twelve months later.

**11. BIDDER RESPONSIBILITY**

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's Terms and Conditions, Technical Specifications, and Bid Forms



## **12. ESCALATION/DE-ESCALATION**

- 12.1 Bid prices shall remain firm for a period of one year from the date of award. At the end of one year and annually thereafter, bid prices shall be adjusted up or down according to documented changes in the price of core steel, copper, aluminum, mild steel, stainless steel, oil and labor. It shall be the responsibility of the awarded bidder(s) to fully document the changes and satisfy the Participating Member(s) as to the amount of the change.
- 12.2 Notwithstanding in the above paragraph 12.1, if the change in price for any given term is 1% or less (up or down), no change will be made in the bid price for that term.
- 12.3 In the event an awarded bidder and the Participating Member(s) cannot agree on the amount of the change, the Participating Member(s) may elect to terminate the contract.

At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 12.4 Manufacturer's production cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 12.5 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 12.6 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 12.7 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

## **13. PRICES BID**

- 13.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all supplies to the point of delivery. All items to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended.
- 13.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member desiring the designated item. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 13.3 No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.

- 13.4 Give both unit price and extend and total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items, unless specifically stated otherwise in these Terms and Conditions. Unless a bidder offers a discount on payment terms, it is understood that a minimum of 30 days will be required for payment, with time being computed from the latter of the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment discounts, if offered, shall be as requested by these Terms and Conditions and/or bid forms.
- 13.5 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

#### **14. VENDOR EVALUATION**

During the term of this award, the awarded bidder(s) will be evaluated by the Participating Members for delivery performance, accuracy of deliveries, and responsiveness. Failure of a bidder in any of these areas may be cause for termination of the award.

#### **15. 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.

#### **16. DELIVERY**

All deliveries shall be made during Participating Member's normal delivery hours. It is the responsibility of the supplier to coordinate deliveries with the Participating Members.

#### **17. RESERVED RIGHTS**

17.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) recommend award of the contract according to one of the following:

- a) On a total order basis
- b) On a city by city basis
- c) On a "by zone" basis
- d) On a line item basis

17.2 FMPA reserves the right to accept or reject any and/or all bids, or any part thereof and or/to waive irregularities and technicalities, and to request the submission of clarifying information. Also, FMPA reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

17.3 To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**18. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS**

18.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

18.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

18.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

**19. PERFORMANCE BOND/SURETY**

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

**20. FINAL CONTRACT**

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract and/or award.

**21. INVOICES**

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

**22. OTHER BASIS FOR AWARD**

Other factors that will be considered besides the lowest price are:

- Time of Delivery or Schedule
- Quality of workmanship as represented by references
- Past performance on previous FMPA awards
- Qualified Personnel (for Services)
- Capabilities to perform to the contractual requirements.

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

**23. OPENING LOCATION**

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

**24. BID DELIVERY REQUIREMENTS**

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

**25. CLARIFICATION AND ADDENDA**

25.1 Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquires, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same. All addenda will be included on FMPA web site at *www.fmpa.com*

24.2 However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or by checking FMPA's web site, to determine if addenda were issued and to make such addenda a part of their bid.

**26. SEALED AND MARKED**

**One** (1) signed copy of your bid shall be submitted in one sealed package, **clearly marked on the outside of package** with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, FL 32819-9002  
ATTN: Sharon Samuels

**INTERPRETATIONS AND ADDENDA**

All questions regarding interpretation of this Bid, technical or otherwise, must be submitted in writing to the following:

By E Mail: *sharon.samuels@fmpa.com*

By Fax: Ms. Sharon Samuels  
(407) 355 - 5796

By Mail or Courier: Ms. Sharon Samuels  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all potential proposers. Copies of all addenda issued in connection with this bid may be sent to all potential proposers.

**Questions and Answers**

Submit questions via email to [sharon.samuels@fmpa.com](mailto:sharon.samuels@fmpa.com). Questions will be answered and distributed to all bidders.

Upon receipt of this Invitation to Bid ("ITB"), potential Contractors shall immediately cease direct contact with individual FMPA, Members or Generating Facility employees regarding the subject matter of this bid.

**27. LEGAL NAME**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

**28. BID EXPENSES**

All expenses for making bids to FMPA are to be borne by the bidder.

**29. IRREVOCABLE OFFER**

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell the Participating Members the goods or services set forth in the attached specification.

**30. RESERVED RIGHTS**

- 30.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) award the contract on a total order basis, by city, or by individual zone.
- 30.2 FMPA reserves the right to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.
- 30.3 To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.
- 30.4 FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**31. THE RIGHT TO AUDIT**

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

**32. APPLICABLE LAWS**

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

### **33. CODE OF ETHICS**

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

### **34. COLLUSION**

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 34.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 34.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 34.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 34.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 34.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

### **35. INDEMNITY**

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

### **36. WARRANTIES**

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.

b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.

c) See Warranties section of Technical Specification for details.

### **37. ACCEPTANCE OF SERVICES**

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

### **38. TERMINATION FOR DEFAULT**

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.



**39. TERMINATION FOR CONVENIENCE**

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

**40. CONTROL OF WORK AND SUBCONTRACTORS**

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

**41. MODIFICATION OR WITHDRAWAL OF BID**

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

**42. ERRORS IN BIDS**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

**43. NO BID**

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

**44. DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

**45. "OR EQUAL" INTERPRETATION**

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with these procedures. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

**46. USE OF TRADE NAMES**

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

**47. AUTHORIZED PRODUCT REPRESENTATION**

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

**48. REGULATIONS**

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

**49. CANCELLATION**

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

**50. ROYALTIES AND PATENTS**

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

**51. TAXES**

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

**52. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**53. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"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 bids 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."

**54. DRUG-FREE WORKPLACE**

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; 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.

**55. BUDGETARY CONSTRAINTS**

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

**56. MANUFACTURERS**

FMPA will accept bids for products manufactured by the “Approved Manufacturers” and items that are “Or Equal” to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

**57. Use of Ideas**

All materials submitted in response to the RFP become the property of FMPA and will be returned only at the option of FMPA. Except as otherwise prohibited by law, FMPA has the right to use any and all ideas presented in response to this RFP. Selection or rejection of a proposal does not affect this right.

**58. Public Records**

Supplier acknowledges that FMPA is subject to Florida’s Government in the Sunshine Law, including, without limitation, Chapter 119, Florida Statutes. As such, any documents submitted in response to this RFP may be public records subject to public disclosure. Please refer to Section 17, above, for confidential proprietary business information or trade secrets contained in such records.

**59. REQUIRED INSURANCE**

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Contractor shall furnish FMPA and Participating Member a copy of the insurance certificate.

The liability limits shall not be less than:

Workers’ Compensation Statutory

Commercial General Liability \$1,000,000

Automobile Liability \$1,000,000

Professional Liability \$1,000,000

Product Liability as set forth in the Purchase Order, if any;

Pollution Insurance as set forth in the Purchase Order, if any;

# LOCATION OF FMPA MEMBERS

## State of Florida



# TECHNICAL SPECIFICATION

# SECTION 1 - BID SCOPE OVERVIEW

## 1.01 BID ITEM

- A. Buyer invites Bidder (Seller) to submit quotation for furnishing and delivering three (3) 413/466 KVA single-phase regulators for Havana Substation (Goods).
- B. Design, manufacture, assemble, and factory test Goods in accordance with attached technical specifications and current industry standards. Deliver Goods F.O.B. Destination to the substation site. Buyer will furnish a construction contractor under a separate contract to perform foundation and site work construction for which the Goods under this Contract are being furnished.

## 1.02 POINT OF DESTINATION

Havana Substation is located at 110 14th Avenue, Havana, FL, 32333

## 1.03 BID SUBMITTAL

- A. Bids will be accepted until **1:30 pm on September 5, 2024**. Electronic submittal of proposals is prohibited. Submit one hard copy of bid to FMPA as specified in bid document.
- B. Seller's proposal shall be clearly marked as "**Bid for Havana Substation Regulators**" on the exterior of the mailing package.
- C. Seller shall submit proposal that will remain valid for a period of sixty (60) days after the date set for opening of bids.
- D. No bid security will be required to accompany bids.

## 1.04 DELIVERY AND PRICING

- A. Buyer will issue a purchase order to Seller upon award.
- B. Deliver Goods to Point of Destination within **310 CALENDAR DAYS** of award of purchase order.
  - 1. Bids should include Seller's best delivery date that is as close as possible to the requested delivery date.
- C. Quoted prices shall be FOB Destination at the substation site. Freight shall be allowed and pre-paid. Seller has the responsibility of Goods during shipment. Title to the Goods and risk of loss or damage shall remain with Seller until the Goods are delivered in acceptable condition at the substation site.

## 1.05 INSTRUCTIONS TO BIDDERS

- A. FMPA will answer all matters pertaining to the project, technical or otherwise shall be sent to *sharon.samuels@fmpa.com*
- B. Seller shall provide all information requested in this RFP. Seller shall take care to complete all portions of the Bid documents and to provide all required submittals. Failure to comply may result in the rejection of the bid.
- C. Exceptions and Deviations
  - 1. Seller shall clearly state all exceptions to this specification. Unless specifically stated otherwise, Seller shall furnish equipment, material and services in exact accordance with this specification, and any modifications to equipment, material and services necessary to comply with this specification shall be made by the Seller at no additional cost to Buyer.
  - 2. If Seller recommends any changes or deviations from the documents, Seller shall describe the change fully and furnish complete information so that Buyer can make a decision based upon the alternative information provided. If these specifications call for material, equipment or manufacturing procedures different from the manufacturer's standard, Seller shall clearly identify all deviations or substitutions in this bid. When possible, Seller should bid according to the specifications with the manufacturer's standard as an option.
  - 3. Buyer invites cost saving and schedule improving alternatives. **Seller shall first complete the Bid as issued by Buyer; Seller may then submit the alternatives referenced to the base proposal.**

- D. This project shall be subject to a liquidated-damages clause.
- E. Seller shall provide Certificate of Insurance that lists Buyer and Engineer as additional insureds.
- F. Equal shall mean a satisfactory equivalent as approved solely by Buyer.
- G. Buyer does not obligate itself to accept the lowest or any other bid and specifically reserves the right to reject any and all bids and to waive any informality in bids. Buyer reserves the right to award the contract to the best Bidder, as determined by the Buyer and Engineer.

## SECTION 2 – GENERAL REQUIREMENTS

### 1.01 ACCEPTABLE MATERIAL AND EQUIPMENT

Seller's proposal shall be based on new equipment and materials only. No used equipment or materials are permitted. Identify any alternate item by trade name and number to enable Buyer to determine whether such alternate item is acceptable. Alternates must be approved in writing by Buyer prior to contract placement.

### 1.02 TESTS AND INSPECTION

- A. Goods are to be tested in accordance with latest edition or revision of ANSI, IEEE, ASCE, ASTM, NFPA, and NEMA standards.
- B. Prior to testing, Seller shall notify Buyer at least one week in advance so Buyer may have personnel at Seller's factory during testing. Seller shall furnish the results of the tests to Buyer. Inspection of material by Buyer's representative will not relieve Seller from responsibility for furnishing material to conform to the Specifications.
- C. Factory testing activities are limited to Tuesdays, Wednesdays, or Thursdays excluding observed holidays. Testing on any other day of the week is prohibited.

### 1.03 SHOP DRAWINGS AND SAMPLES SUBMITTAL PROCEDURES

- A. **Transmit submittals via email to Engineer with copy to Buyer.** Schedule submittals to expedite furnishing the Goods and coordinate submission of related items.

Send to: 1. Engineer: ShopDrawings@pdengineers.com

2. Buyer: electric@townofhavana.com

- B. Seller shall submit Shop Drawings and Samples for Engineer's review and approval as soon as possible after receipt of order.
- C. Submit one electronic copy (in PDF format) including manufacturers' data, brochures, suppliers' information, testing reports, certifications, and manufacturer's installation and testing instructions
- D. Identify variations from Contract Specification and provide space on all drawings for Seller and Engineer review stamps.
- E. Revise and resubmit items as required. Identify changes made since previous submittal. Distribute copies of reviewed submittal items to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- F. Engineer will complete review in a timely manner and will return reviewed items to Seller with the following provided for each item submitted:

#### SUBMITTAL REVIEW BY ENGINEER

#### PROJECT

#### SUBMITTAL NO.

Review of this shop drawing/submittal by Engineer is for general conformance with the requirements specified and compatibility with the design concept of the completed project. This review does not extend to means, methods, sequences, or procedures of construction (except where specifically called for in the specified requirements) or to issues of safety incident thereto. This review shall not relieve the contractor from its responsibility for full compliance with the requirements specified and to determine and verify the information contained therein. Provide final disposition of the comments made prior to issuance for fabrication or construction.

#### ACTION:

Approved

Make Corrections Noted (no resubmittal required)

Revise and Resubmit (see comments)

None Not Required - Information Only

REVIEWED BY:

Date:

Where:



“*Approved*” indicates submittal has been reviewed and appears to be in conformance with requirements of the Contract Documents. Proceed as shown on the submittal.

“*Make Corrections Noted*” indicates submittal appears to be in conformance with requirements of the Contract Documents. Incorporate the corrections noted and proceed as shown on the submittal. No resubmittal is required.

“*Revise and Resubmit*” indicates submittal does not appear to be in conformance with the Contract Documents. Engineer’s comments will be noted on the submittal or in a separate, cross-referenced document. Re-check, make necessary revisions and resubmit.

“*None – Not Required or Information Only*” indicates that the submittal is not called for by the Contract Documents and that Engineer has not reviewed the material.

## 1.04 PROJECT RECORD DOCUMENTS

A. Throughout the duration of the project, maintain one set of the following documents for record purposes. Record actual revisions made to the Goods.

1. Drawings
2. Specifications
3. Changes to the Contract Documents
4. Reviewed Shop Drawings and Samples

B. Include description of actual equipment and material furnished, including the following:

1. Manufacturer’s name and equipment and material model and number
2. Material and equipment substitutions or alternates utilized

C. As-built drawings

1. Prior to submitting to Engineer the claim for final invoice, transmit to Engineer via email PDF copies of final drawings, as well as electronic files in AutoCAD 2024 (or earlier) format.
2. Engineer requests that all final drawings be sent as soon as available (email is preferred). These are used for creating connection diagrams that are needed shortly after delivery of the unit(s).
3. After the equipment has been placed into satisfactory operation, revise drawings to reflect field changes, if any, made to the Goods and submit to Engineer copies of revised drawings for the Operations and Maintenance Manuals.

D. Operation, Maintenance and Installation Manuals

1. Upon shipment of Goods, **deliver to Buyer two printed copies and one electronic copy on USB-drive** of complete Operation, Maintenance and Installation Manuals. Manuals shall identify material, equipment, and system description and include, at minimum, the following information:

- a. Directory, listing names, addresses, and telephone numbers of Engineer, Seller, subcontractors, and major component suppliers.
- b. Operation, maintenance, and installation instructions. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
  - Significant design criteria
  - List of equipment
  - Parts list for each component
  - Operating instructions
  - Maintenance instructions
  - Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
  - Installation instructions
  - Material Safety Data Sheets
- c. Project documents and certificates, including the following:
  - Certified drawings, manufacturer-prepared technical literature material, and equipment data/catalog cuts of all miscellaneous material
  - Certified factory test results
  - Photocopies of warranties for Goods
  - Duplicate copies of warranty documents which are executed and transferable from

subcontractors, suppliers, and manufacturers.

### **1.05 SHIPMENT**

- A. Before shipping Goods, give 48-hrs notice via email to Buyer and Engineer. No shipments shall be accepted or received without authorization from Buyer.
- B. Seller shall be responsible for obtaining necessary permits, providing and verifying routing and, in general, making all the necessary arrangements for transporting the equipment provided to Buyer's destination.
- C. Buyer will accept shipments between 8:00a.m. and 3:00p.m. local time Monday through Thursday excluding observed holidays.
- D. Ship Goods only after receiving written acknowledgment by Buyer of receipt of certified test reports. Accompany each shipment with a packing list of articles included in the shipment. Mark parts for ease of field assembly
- E. Accompany each shipment with a packing list of articles included in the shipment. Mark parts for ease of field assembly.

### **1.06 TRANSPORTATION, PROTECTION, AND HANDLING**

- A. Store and protect Goods in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Goods in weather-tight, climate controlled enclosures.
- B. Furnish equipment and personnel to handle Goods by methods to prevent soiling, disfigurement, or damage.
- C. Transport and handle Goods in accordance with manufacturer's instructions.
- D. Cover Goods subject to deterioration with impervious sheet covering. Furnish ventilation to avoid condensation or potential degradation of Goods.
- E. Uncrate Goods and dispose of packing material properly.
- F. Assume responsibility for loss and damage including but not limited to breakage, corrosion, weather damage, and distortion until delivered to Buyer.
- G. Promptly inspect shipments to assure that Goods comply with requirements, quantities are correct, and Goods are undamaged.
- H. Arrange storage of Goods to permit access for inspection. Periodically inspect to assure Goods is undamaged and is maintained in acceptable conditions.

## **SECTION 3 – TERMS AND CONDITIONS specific to this scope of work**

### **1.01 NOTIFICATION**

Seller shall acknowledge in writing to the Buyer that the Buyer's Purchase Order has been received within 5 days ARO. The acknowledgement shall include the date that the Purchase Order or acceptance is received and the date that equipment delivery is expected.

### **1.02 ACCEPTANCE; ENTIRE AGREEMENT**

Acceptance of this order by acknowledgement, shipment or other performance shall be expressly limited to the terms and conditions contained in this order. Any additional or different terms or conditions proposed by Seller are objected to and are hereby rejected. Upon acceptance, the terms contained in this order shall constitute the entire agreement between Seller and Buyer with respect to the subject matter of this agreement (hereinafter referred to as the "Agreement") and may not be modified, added to, or rescinded except by a written document signed by Seller and Buyer.

### **1.03 CHOICE OF LAW**

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed and resolved in accordance with the laws of the State of Florida.

### **1.04 TERMINOLOGY**

The terms "shall" and "will" which appear in the Bid and specifications place an absolute obligation on Seller to do that which is designated and/or specified.

### **1.05 TAXES**

Buyer is exempt from sales tax.

### **1.06 TIME OF PERFORMANCE**

Time is of the essence of this Agreement. If tender of conforming goods is not made by the agreed delivery date, Buyer may treat such failure as a breach hereof and will have all remedies afforded to it by law including, but not limited to, the rights to cover.

### **1.07 ASSIGNMENT AND SETOFF**

Seller shall not assign any right or interest under this Agreement nor delegate any work or other obligation to be performed or owned under this Agreement without the prior written consent of Buyer. Any attempted assignment or delegation in contravention of this provision shall be void. Buyer shall be entitled to set off any amounts owed by Seller to Buyer against any amounts payable to Seller.

### **1.08 PAYMENT TERMS**

Upon the shipment of any material hereunder, Seller shall submit to Buyer a detailed invoice of the materials shipped. Within 30 days after delivery, Buyer shall make payment of no more than **90-percent** of total purchase price to Seller. Upon completion of field assembly and certification by Seller that the materials provided are complete and ready for external connections, Seller shall invoice the Purchaser for the remaining **10-percent**. Within 30 days after receiving invoice, Buyer shall make payment thereof to Seller.

### **1.09 REJECTED GOODS**

Buyer shall give notice to Seller of any rejection of goods, and goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller may reasonably request. Payment for the goods prior to inspection and approval shall not constitute acceptance thereof. Neither Buyer's inspection nor its failure to inspect the goods delivered hereunder shall release Seller from its warranties and obligations under this Agreement.

## 1.10 INSURANCE

Seller shall obtain and maintain coverage from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Seller shall provide blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Seller's contractual indemnity obligations. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer and other individuals and entities in this Agreement. The limits of liability for the insurance required shall provide coverage for not less than the following amounts (or greater where required by Laws and Regulations):

- Commercial General Liability: \$1,000,000
- Professional Liability: \$1,000,000

Seller's insurance policies shall include and list as additional insureds Buyer and Engineer. Seller shall deliver to Buyer certificates of insurance establishing that Seller has obtained and is maintaining the policies, coverages, and endorsements required by this Agreement.

## 1.11 WARRANTIES

Seller warrants that all materials, equipment, and work furnished pursuant to this contract comply in all respects with the contract; that they are free from latent and patent defects in design, materials and workmanship; that they are suitable and adequate for the purposes for which they were designed and for such other purposes, if any, as are specified in the contract; and that they will give efficient and satisfactory service under such conditions as may be specified, for a period of **five years** after its first operation or use by the Buyer, in actual service, or, if the contract provides for an acceptance test, for a period of **five years** after they have passed such test.

Seller shall, at its own expense, repair, replace, transport, and install any materials, equipment, or work or parts thereof, which prove defective or deficient during the warranty period.

This means that Seller will be responsible during the warranty period for the direct cost of (A) removing Goods or parts from service; (B) transporting said Goods or parts from substation site to manufacturer or repair facility and back to the substation site; and (C) reinstalling Goods or parts for service after completing the required acceptance testing. If, however, it is impractical for Buyer to wait for the manufacturer, Buyer may perform such work at Seller's expense.

Any materials, equipment, work, or parts thereof, which fail to meet the guarantees or other requirements of the contract may be rejected; provided, however that if correction of the defects or deficiencies can be made through minor alterations or replacements of minor parts, and Seller proceeds immediately to complete such alterations, or to furnish and install such new parts as are necessary to meet the guarantees or other requirements of the contract, then the materials, equipment, or work shall not be rejected on account of defects or deficiencies so corrected. Any correction of a defect or deficiency will be guaranteed for a period of one year after such correction is effected. The correction of defects or deficiencies shall not operate to extend the time for performance of the contract as specified thereunder or to waive any claim for damages resulting from delay in performance or from any other cause.

Buyer shall give Seller prompt notice of any breach of this warranty. Operation or use by Buyer of the materials, equipment or work, or any part thereof shall not constitute a waiver of any of Buyer's rights under this contract. Seller warrants that the materials, equipment or work furnished hereunder are free from any and all claims, demands, and encumbrances; and that Seller will defend the title thereto. The foregoing warranties or guarantees contained in this contract shall supersede any and all others.

## 1.12 IDENTIFICATION; RISK OF LOSS

Identification of the goods ordered herein shall occur at the moment this order is accepted by Seller. Risk of loss shall pass to the Buyer at the time that conforming goods to the Agreement are confirmed received at the Point of Destination.

## **SECTION 4 – SPECIFICATION FOR SINGLE-PHASE REGULATORS**

### **1.01 GENERAL**

This specification covers electrical, mechanical, and safety features and characteristics of outdoor, single-phase, oil-immersed, step-type voltage regulators. The voltage regulators must be completely self-contained and provide 10% regulation in thirty-two (32) steps of approximately 5/8% each. Forced air ratings are not acceptable.

### **1.02 APPLICABLE STANDARDS**

- A. Seller shall furnish equipment that will comply with all latest applicable standards and regulations of the Occupational Safety and Health Administration (OSHA), ANSI, IEEE and NEMA concerning the design of regulators. It should be further understood that these standards represent the minimum requirements.
- B. The primary standards to which this equipment shall be constructed and tested are:
  - 1. ANSI standard C57.15, "Step-Voltage and Induction-Voltage Regulators", latest revision.
  - 2. ANSI Type I, Mineral Oil per ASTM D-3487.

### **1.03 SUBMITTALS**

Submit the following:

- A. Product data: Catalogs and cut sheets
- B. Shop Drawings:
  - 1. Outline Dimension Drawings and Weights
  - 2. Schematics
  - 3. Wiring Connection Diagrams
  - 4. Bushing Data/Drawings
  - 5. Nameplate Data
  - 6. Installation Instructions
  - 7. Operating Instructions
  - 8. Maintenance Instructions
  - 9. Bill of Material
  - 10. Foundation Information - anchor bolt location plans, loadings, base dimensions.
- C. Certified test reports in written and electronic format
- D. Operation, maintenance and installation manuals

### **1.04 WARRANTY**

Seller shall provide a five-year warranty from the date of energization or 66 months from certification. Submit the warranty description with the proposal.

### **1.05 TESTING AND CERTIFICATION**

Seller shall test the units in accordance with the latest ANSI standards. Seller shall provide a list of factory tests and certify the units are ready for energization.

### **1.06 REGULATOR DESIGN**

- A. The regulator shall be sealed tank design with a 55/65°C rating. Operation at 65°C shall not increase the oxidation rate of the oil. A pressure relief device shall be supplied which vents at 4 PSIG.
- B. The regulators shall be designed such that they can be partially or completely untanked for inspection and maintenance without disconnecting any internal electrical or mechanical connections. After the unit is untanked, it shall be possible to operate the regulator mechanism and to test the control panel from an external 120 VAC source without any reconnections between the control and the regulator.
- C. The tap-changing mechanism shall be of the motor-driven, quick break type, and shall be completely oil immersed.

- D. The external parts of the tank and control enclosure shall be painted ANSI #70 over a primer of contrasting color. The inside of the tank and the bottom of the cover shall also be painted and/or primed.
- E. The regulator coil shall include thermally upgraded insulation to permit operation of the regulator up to 65° C rise without the loss of life to the insulation system.
- F. The BIL rating of the bushings shall be compatible with the BIL of the regulator and shall have a minimum creep distance of 18 inches. The bushing designations (S, L, or SL) shall be permanently marked on the regulator cover adjacent to the bushings. The S, L, or SL bushings must be interchangeable with each other.
- G. Each bushing shall include a threaded 1.125" - 12 UNF-2A stud and shall be provided with NEMA 4-hole terminal pads, tinned and suitable for connection to either copper or aluminum.
- H. All regulators shall be provided with an external metal oxide varister (MOV) bypass arrester Connected across the series winding.
- I. An external oil sight gauge shall be provided which indicates oil level and color.
- J. An external position indicator shall indicate the tap changer position. The position indicator shall be mounted above the oil level and shall be slanted downward at a 45-degree angle for ease of reading from the ground.
- K. The 7620 voltage regulators shall be provided with taps for operation at 7970 V, 7620 V, and 7200 V.
- L. Mounting bases shall be provided for the addition of lightning arrestors adjacent to the source, load, and source-load bushings.
- M. All regulators shall be furnished with a 1" drain valve with sampling device and a 1" upper filter press connection.
- N. A handhole with cover shall be provided on top of the regulator for inspection purposes and access to terminals used for reconnection of regulators for lower voltage operation.
- O. A temperature gauge shall be provided with current temperature indication and re-settable maximum drag hand indication.

### 1.07 REGULATOR SPECIFICS

- A. Single phase substation regulators shall be provided with a rating of 438/464A, 7.56 kV +/-10%, , 416/466 KVA 60 Hz, 95 kV BIL. Unit shall also include 65°C ratings.
- B. Provide and guarantee loss data for one raise and neutral positions at 438 amperes, 55°C rise over 30°C ambient.
- C. The regulators shall be Siemens' JFR or Eaton's model CooperPower™ series VR-32, +/- 10% regulation in (32) 5/8% steps, or approved equal. Submit alternative with proposal for approval by Buyer/Engineer.
- D. Furnish a base for each unit that will provide 9' live part to ground clearance within a substation yard. The base shall have pre-drilled holes suitable for bolting the regulator to the sub base. Holes shall also be provided for anchor bolting the sub base to the pad.
- E. Two ground pads, NEMA 2-hole, suitable for connection to copper material, shall be provided in diagonally opposite positions on the tank.
- F. Provide necessary design and material such that the top of the control enclosure shall not be mounted at the height exceeding 4'-0" from the bottom of the sub base stand.
- G. The units will be operated at 13.09/7.56 kV. The factory shall pre-set the internal tap, PT ratio, and RCT ratio such that an overall potential ratio of 63:1 is achieved with a test terminal voltage of 120V.

### 1.08 LOSSES

- A. Losses shall be evaluated in the appraisal of the bids on self-cooled basis as follows:
  - 1. Evaluated Cost= Purchase Price of unit+ (\$NL Value X No Load Losses (Watts))+ (\$LL Value X Full Load Losses (Watts)). After comparing the I raise and neutral loss cost, the higher of the two will be added to the unit price to determine the final evaluated cost of the unit.
  - 2. Units delivered with no load or total losses higher than quoted may be rejected at the discretion of Buyer. If Buyer chooses to keep the unit, failure to meet guaranteed losses (no load or total) will result in application of a deduction on the invoice in accordance with the following: a. \$250 per unit which fails to meet manufacturer's guarantee.
- B. No load loss Value: \$NL Value = \$6.00

- C. Load Loss Value: \$LL Value = \$2.00 1. The loss data required is the guaranteed value of each individual regulator. Certified test report data and compliance with guaranteed value will not be based on the average of the three units.

## 1.09 CONTROLS

- A. Type: Automatic, microprocessor-based, SEL controller #24310111X1246XXXXXXX with DNP and communications protocols.

1. Features:

- a. Adjustable voltage bandwidth from 1.5 to 3.0 V
- b. Adjustable voltage setting from 108 to 132 V
- c. Time delay range adjustable from 15 to 90 seconds
- d. High limit/low limit blocking
- e. Line drop compensation
- f. Proper operation when operated isolated or in parallel
- g. include required mounting equipment and wiring harness
- h. Control will have internal, off, external 3 position switch for voltage selection
- i. Control will have momentary raise-lower toggle switch
- j. Control will have remote-local selection via front panel
- k. Serial interface on front of control and fiber optic interface on back of control

2. Equipment

- a. One copy of software for settings and communications included
- b. Provisions for testing control mechanism
- c. Provisions for manual operation
- d. Current transformer for line drop compensation
- e. Position indicator with upper and lower drag hands to indicate maximum travel and electrical reset button mounted in the control cabinet
- f. Limit switches and stops to prevent travel beyond extreme tap position
- g. Positioning devices and OFF-position contacts
- h. Operations counter
- i. Control circuit protective devices
- j. OFF-position contact: Wired to indicating light in main cabinet

3. Mounting: In easily accessible control cabinet

**PROPOSAL TO FURNISH  
PURCHASE & DELIVERY OF SUBSTATION SINGLE PHASE REGULATORS  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount \_\_\_\_% for payment made within \_\_\_\_ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on the attached Bid Forms.

Prices quoted shall remain firm and irrevocable for the period specified herein.

**ADDENDA.** The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Respectfully submitted:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

\_\_\_\_\_  
(Type or Print Name of Signer)

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Date: \_\_\_\_\_



## PURCHASE & DELIVERY OF SUBSTATION SINGLE PHASE REGULATORS BIDFORM

### BIDDER

This Bid is hereby submitted by: \_\_\_\_\_ (Seller)

### BID PRICE

Seller shall perform Work for the following price(s):

Description	Quantity	Unit Price	Total Price
413/466 KVA single-phase regulator	3	\$	\$

Quoted prices shall be FOB Destination. Seller has the responsibility of Goods during shipment. Freight shall be allowed and pre-paid.

### DELIVERY

Buyer requests drawings be submitted for approval within **8 weeks** and delivery of Goods within **310 Calendar Days** of receipt of purchase order. Seller proposes to the following delivery schedule:

Delivery	
Drawings (ARO)	Goods

### WARRANTY

Buyer requests 5-year warranty on Goods, which shall be included in the Total Price. If Seller includes alternate warranty period in Total Price, Seller shall state here the additional cost to provide a 5-year warranty. Seller proposes to the following warranty:

Seller's Proposed Warranty Period	Adder for 5-Year Warranty
	\$

### GUARANTEES: REGULATOR GUARANTEED PERFORMANCE

#### A. Single-Phase Regulators

- Maximum losses when each regulator is operated at rated voltage and frequency and at 20° C ambient temperature. Losses shall be identical for each single-phase regulator:

•No load losses: \_\_\_\_\_ (kW)

•Load losses (at base MVA rating) \_\_\_\_\_ (kW)

- Rated average winding temperature rise by resistance, plus 20° C

**1.06 PAYMENT TERMS FOR EVALUATION PURPOSES**

Buyer requests payment terms of 90/10, Net 30 days, per Section 3 – Terms and Conditions. Seller’s proposal shall state whether these terms are accepted or whether the proposal is based on alternate payment terms. For bid evaluation purposes, if Seller proposes alternate payment terms, the time value of money (3%) calculation will be factored into the evaluated cost of Goods.

A. Does Seller accept the terms as stated Section 3? **(circle answer) YES NO**

B. Seller’s proposed payment terms:

**1.07 LIST OF EXCEPTIONS AND CLARIFICATIONS** – also note on Affidavit of Compliance sheet

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*(Attach additional sheets as necessary)*

**1.08 ACKNOWLEDGEMENTS**

A. By submitting this proposal, Seller:

1.Acknowledges receipt of addenda \_\_\_\_\_

2.Acknowledges terms of liquidated damages. \_\_\_\_\_

**1.09 SELLER’S ATTACHMENTS TO BID**

A. Provide outline drawing of circuit breaker.

B. Provide certification of insurance with proposed limits.

**1.10 BIDDER (SELLER) INFORMATION**

Company
Contact
Address
Phone/Email
Issue PO to

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## 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 the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of business)

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 bid 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 bid, 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 1893 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.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

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

# STATEMENT OF NO BID

General Manager  
Florida Municipal Power Agency  
Joint Purchase Project  
8553 Commodity Circle  
Orlando, FL 32819

We, the undersigned, have declined to bid on your Invitation to Bid, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for THE PURCHASE & DELIVERY OF SUBSTATION SINGLE PHASE REGULATORS for the following reasons:

- We do not offer this service/product.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE**  
FMPA ITB # 2024-205  
SUBSTATION SINGLE PHASE REGULATORS

\_\_\_\_\_ We DO NOT take exception to the Bid Specifications.

\_\_\_\_\_ We TAKE exception to the Bid Specifications as follows:

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Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

Minority Business Status: Yes  No  If yes, please indicate type and certificate # below

\_\_\_\_\_

## HUMAN TRAFFICKING AFFIDAVIT

Pursuant to Section 787.06 Subsection (13), FLORIDA STATUTES, all bidders should be aware:

“When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.”

\_\_\_\_\_ (Company) does not use  
coercion for labor or services, as those terms are defined in Florida Statute 787.06.

Under penalties of perjury,

I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Company Name:

\_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_

(Print or type name and title of signer)

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_



**Thanks for your interest in serving our Members.**