

**CITY OF OPELIKA  
PURCHASING DEPARTMENT**

**INVITATION TO BID**

**LILLIE FINLEY  
PURCHASING-REVENUE MANAGER  
OFFICE: (334)705-5121  
FAX: (334)705-5128**

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**BID DATA**

**BID NUMBER:** 16036  
**COMMODITY TITLE:** 15kV Primary Underground  
Distribution Cable  
**USER DEPARTMENT:** Opelika Power Services  
**BUYER:** Lillie Finley  
**BUYER TELEPHONE:** (334) 705-5121  
**ISSUE DATE:** August 2, 2016

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**BID OPENING**

**DAY/DATE:** September 7, 2016  
**TIME:** 2:00 PM  
**LOCATION:** City Hall Conference Room  
**MAILING ADDRESS:** City of Opelika  
Purchasing Department  
PO Box 390  
Opelika, AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for a three (3) year contract to provide **15KV PRIMARY UNDERGROUND DISTRIBUTION CABLE** for Opelika Power Services Department as per attached specifications. Bids must be received by **2:00 PM on September 7, 2016** at which time they will be opened and read aloud. Late bids will not be considered nor returned.

**BIDS MAY BE MAILED TO:**  
**City of Opelika**  
**Purchasing Department**  
**PO Box 390**  
**Opelika, AL 36803-0390**

**BIDS MAY BE DELIVERED TO:**  
**City of Opelika**  
**Purchasing Department**  
**204 S. 7<sup>th</sup> Street**  
**Opelika, AL 36801**

**GENERAL TERMS AND INSTRUCTIONS**  
**PART 1**

**SECTION 1 TERMS AND CONDITIONS**

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The equipment furnished under this specification shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.
- 1.3 The City reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
  - 1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.4 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless otherwise stated in the specifications or proposal.
- 1.5 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.6 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped and self-addressed envelope with their bid.
- 1.7 Bid awards are not official until a purchase order is issued or the Purchasing Department notifies the successful vendor in writing.
- 1.8 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- 1.9 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).

## **SECTION 11 SUBMISSION OF BID**

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are a part of this bid package. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid in order to be considered must sign all bids.
- 2.6 Bid documents shall be submitted, in duplicate, to the City of Opelika, Purchasing Department.**
- 2.7 Bids, which show any omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bid submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidder shall submit with bid, the latest printed literature and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only and shall be used to help determine a product's compliance with specifications.

## **SECTION III BID EVALUATION**

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The bid evaluation will be made on the following criteria:
  - 3.2.1 Bid Price
  - 3.2.2 Compliance with specifications
  - 3.2.3 Ability to deliver product or service
  - 3.2.4 Prompt pay discount, if offered, and meeting requirements of \*\*Section 3.4
  - 3.2.5 Delivery date
- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items are being purchased nor increase the estimated maintenance and repair cost to the City.

- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.6 The City reserves the right to cancel or make null and void any purchase order if delivery cannot be made on the specified delivery date.
- 3.7 Unless clearly shown on the bid that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.
- 3.8 Alabama Bid Law allows a Local Preference to businesses located within the City of Opelika when their bid is within 5% of the lowest responsible bid. The City will extend that preference when applicable.
- 3.9 The City shall be sole judge as to an item meeting or exceeding the specifications.
- 3.10 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United States law.

**SECTION IV BILLING AND PAYMENT**

- 4.1 The vendor shall submit an invoice to:

City of Opelika  
Accounting Department  
PO Box 390  
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
  - 4.2.1 The City will make payment to the vendor upon receipt of invoice and acceptance of the item or service by the City.
  - 4.2.2 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination, when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

## **SECTION V ESCALATION CLAUSE**

- 5.1. The bid price stated shall be for all purchases under this contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract, ONLY when the following conditions are met:
  - 5.1.1. Unless otherwise specified, prices shall be reviewed no more often than on a quarterly basis.
  - 5.1.2. Any adjustment allowed shall consist of verifiable material cost increases which may be passed on to the consumer.
  - 5.1.3. Cost data to support any proposed increase must be submitted to the Purchasing Administrator no less than 30 days prior to the effective date of any such requested price increase.
  - 5.1.4. The successful vendor must submit a current manufacturer's price list stating such increase.
  - 5.1.5. Any price reduction from the manufacturer shall also be passed on to the City of Opelika automatically.
  - 5.1.6. The City reserves the right to cancel or make null and void any purchase order if price increase is determined not to be in the best interest of the City.
  - 5.1.7. In case of default by the vendor, the City may procure the articles from other sources and hold the vendor responsible for any excess cost occasioned thereby.
  - 5.1.8. No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.
  - 5.1.9. Failure to comply with the above requirements shall deem the prices to be in effect for the entire life of the contract.

## **SECTION VI ADDENDA AND INTERPRETATIONS**

- 6.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 6.2 The City is not bound by any oral representations, clarifications or changes made in the written specifications by the City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division

## **SECTION VII CONTRACT PERIOD**

- 7.1 Bids submitted in response to this invitation shall be firm for a one-year period. Contract period shall begin immediately upon award and end September 30, 2017. Upon mutual agreements, this contract may be extended for two additional years in one-year increments.
- 7.2 The City may terminate this contract with thirty (30) day written notice for unsatisfactory service, or inferior product performance. Such notification shall be sent certified mail to the address on record.

- 7.3 All items shall be delivered F.O.B. destination. Delivery costs and freight charges shall be included in the bid on each individual item with no minimum ordering quantities required.
- 7.4 Orders shall be placed on an "AS NEEDED" basis.

**PART II  
SPECIFICATIONS  
16036  
15KV PRIMARY UNDERGROUND DISTRIBUTION CABLE**

**1. SCOPE**

- 1.1. This specification covers 15kV single conductor shielded primary cable.
- 1.2. The cable is suitable for single- or three-phase applications for installation in underground ducts, conduits, or direct burial in wet locations.
- 1.3. The cable shall be rated 90°C for normal operation, 130°C for emergency overload operation, and 250°C for short circuit conditions. Emergency overload operation may occur for periods up to 1500 hours cumulative during the lifetime of the cable.

**2. BASIC CONSTRUCTION**

- 2.1. The cable shall be constructed as follows:
  - 2.1.1. 15kV, 220 mil, 133% insulation level
  - 2.1.2. 1/0 AWG & 4/0 AWG – Aluminum conductor, copper neutral
  - 2.1.3. 350 MCM – Copper conductor, copper neutral
  - 2.1.4. Black polyethylene jacket with 3 red stripes
  - 2.1.5. Strand-filled conductor

**3. APPROVED MATERIAL/MANUFACTURER**

- 3.1. The cable shall be manufactured by Kerite, Okonite, Prysmian or Southwire and all components shall be manufactured in the U.S. or Canada.
- 3.2. The cable shall be one of the following:
  - 3.2.1. Kerite:
    - 3.2.1.1. 1/0 AWG AL – 135G15-C3200
    - 3.2.1.2. 4/0 AWG AL –
    - 3.2.1.3. 350 MCM CU –
  - 3.2.2. Okonite – Okoguard URO-J
    - 3.2.2.1. 1/0 AWG AL – 163-23-3072
    - 3.2.2.2. 4/0 AWG AL – 162-23-3081
    - 3.2.2.3. 350 MCM CU – 140-23-3090
  - 3.2.3. Prysmian –
    - 3.2.3.1. 1/0 AWG AL – QNQ010A
    - 3.2.3.2. 4/0 AWG AL – QNT000A
    - 3.2.3.3. 350 MCM CU – QND000A

- 3.2.4. Southwire:
  - 3.2.4.1. 1/0 AWG AL –
  - 3.2.4.2. 4/0 AWG AL –
  - 3.2.4.3. 350 MCM CU –

3.3. Cable bid should meet the Basic Construction criteria. Any variation from the catalog numbers above should be noted in the Bid Form as an exception.

#### **4. PACKAGING & FREIGHT**

- 4.1. Shipping reel lengths shall be **2,500 feet**, with a tolerance of f -0%/+5%. All reels shall be non-returnable, constructed of wood.
- 4.2. Both cable ends shall be sealed with a heat-shrinkable cap to prevent moisture intrusion.
- 4.3. All reels shall be stenciled or otherwise permanently marked with the manufacturer's name, manufacturer's stock number, length, wire size, gross weight, tare weight, net weight and the footage at the beginning and the end of the cable.
- 4.4. Freight shall be F.O.B. Opelika, AL.

#### **5. BID DOCUMENTATION**

- 5.1. Bidder shall submit a letter certifying he either does or does not conform to the specifications for the invitation to bid. If he does not conform to all specifications, a detailed explanation of all exceptions will be included even though said deviations may reflect in the item brochures submitted with the bid. Bidder will also submit complete documentation and submittal data for all items he proposes to furnish. Failure to provide the appropriate documentation with bid may cause rejection of bid.
- 5.2. Bids will be analyzed for best overall value to the City of Opelika and the delivery will be a factor.
- 5.3. Data supplied with the bid shall include:
  - 5.3.1. Diameter over bare insulation
  - 5.3.2. Outside diameter
  - 5.3.3. Jacket thickness
  - 5.3.4. Weight per 1000'

#### **6. WARRANTY**

- 6.1. The cable manufacturer shall guarantee that the cable will be free from defects in materials and workmanship for a period of forty (40) years from the date of manufacture. If a cable is found to be defective within the warranty period, the manufacturer shall provide and deliver the length of replacement cable to Opelika Power Services, at no cost to Opelika Power Services, and extend the same guarantee on the replacement cable.

**PART III  
 BID FORM  
 16036  
 15KV PRIMARY UNDERGROUND DISTRIBUTION CABLE**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices are offered at the price set opposite each item, within the quote delivery period, delivered at the designated point(s) within the time specified.

Item	Qty.	Description	Unit Price	Extended Price
1	5,000 ft	15KV 1/0 AWG AL Insulated Primary Underground Distribution Cable	\$ _____	\$ _____
2	5,000 ft	15KV 4/0 AWG AL Insulated Primary Underground Distribution Cable	\$ _____	\$ _____
3	5,000 ft	15KV 350 MCM CU Insulated Primary Underground Distribution Cable	\$ _____	\$ _____

Delivery ARO \_\_\_\_\_ weeks

Manufacturer \_\_\_\_\_

Discounts will be allowed for prompt payment: \_\_\_\_\_ percent, 10 calendar days  
 \_\_\_\_\_ percent, 15 calendar days  
 \_\_\_\_\_ percent, 20 calendar days  
 \_\_\_\_\_ percent, 30 calendar days

COMPANY SUBMITTING BID \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

\_\_\_\_\_  
 TYPED NAME AND TITLE OF SIGNER

\_\_\_\_\_  
 TELEPHONE NUMBER

\_\_\_\_\_  
 DATE

**ANTI-COLLUSION STATEMENT**

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
BY (PRINTED)

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

**BID: 16036**  
**STATEMENT OF NO BID/PROPOSAL**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

\_\_\_\_\_ Specifications are unclear (explain below)

\_\_\_\_\_ We are unable to meet specifications.

\_\_\_\_\_ Insufficient time to respond to the Request for Proposal.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Remove us from your proposers list for this commodity or service.

\_\_\_\_\_ Other (specify below).

REMARKS \_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)