

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

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

BID DATA

BID NUMBER: 16022
COMMODITY TITLE: Repair Voltage Regulators
USER DEPARTMENT: Opelika Power Services
BUYER: Lillie Finley
BUYER TELEPHONE: (334) 705-5121
ISSUE DATE: June 28, 2016

BID OPENING

DAY/DATE: September 19, 2016
TIME: 2:00 p.m.
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 **contract to Repair Voltage Regulators** as per the attached specifications for the Opelika Power Services. Bids must be received by **2:00 PM on September 19, 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. 7th Street
Opelika, AL 36801

**PART ONE
GENERAL TERMS AND INSTRUCTIONS**

SECTION I TERMS AND CONDITIONS

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 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.
 - 1.2.1 In case of default by the contractor, the City may procure the services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.3 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.
- 1.4 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the 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.
- 1.5 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped self-addressed envelope with their bid.
- 1.6 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.7 By signing this bid, 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.
- 1.8 Vendors who are not listed on the City's vendor list shall submit with their bid a completed W-9 form. (attached)

SECTION II 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 available from the Purchasing Department. 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 must sign all bids in order to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department.**
- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Questions concerning technical specifications shall be directed to Brent Poteet at 334-705-5572. Questions concerning submitting of bids shall be directed to Lillie Finley at 334-705-5121.

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or 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 Compliance with specifications
 - 3.2.2 Ability to deliver product or service
 - 3.2.3 Prompt pay discount, if offered, and meeting requirements of Section 3.4
 - 3.2.4 Availability of warranty service and parts
 - 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 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 10 days after the 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 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, and 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.
- 3.7 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.
- 3.8 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.9 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 State law.

SECTION IV BILLING AND PAYMENT

- 4.1 The vendor shall submit a correct 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 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 CONTRACT PERIOD

- 5.1 Bid accepted as the low responsible bid shall be firm for a one-year (1) period. The contract period shall begin immediately upon award and end October 31, 2017. Upon mutual consent, the contract may be extended for two additional years in one-year increments.
- 5.2 The City may terminate this contract within thirty (30) days written notice for unsatisfactory service, or inferior product performance.
- 5.3 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.

SECTION VI ESCALATION CLAUSE

- 6.1 The bid prices 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:
 - 6.1.1 The successful vendor must submit a current manufacturer's price list stating such increase.
 - 6.1.2 Notification to the City of Opelika Purchasing Department of price increase, along with proof of price increase from the manufacturer shall be provided to the Purchasing Department PRIOR to any increase being approved.
 - 6.1.3 Failure to comply with the above requirements shall deem the price to be in effect for the entire life of the contract.
 - 6.1.4 Any price reduction from the manufacturer shall also be passed on the City of Opelika automatically.
 - 6.1.5 The City of Opelika reserves the right to cancel or made null and void any purchase order, if delivery cannot be made on the specified delivery date.

SECTION VII ADDENDA AND INTERPRETATIONS

- 7.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 7.2 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.

**PART TWO
SPECIFICATIONS
ITB #16022
VOLTAGE REGULATOR REPAIR**

I. RECONDITIONING PROCEDURES

Voltage Regulators shall be repaired to meet the highest quality standards. Testing standards shall meet or exceed the standards of the American National Standard Institute (ANSI) as well as those of new manufacturers. The reconditioning process shall begin by determining the condition of the voltage regulator to be repaired. Base repair shall include:

1. Inspection of bushings for damage
2. Inspection of tank seams for damage and repair
3. Tap and coil assembly shall be un-tanked and inspected
4. Contacts burnished maintenance
5. All assembly switches maintenance
6. Unit placed in a drying oven to remove moisture
7. Pressure relief valve operational
8. New mineral oil
9. Unit shall be sanded and painted
10. Motor capacitor maintenance
11. Unit shall be tested electrically and mechanically
12. New Nitril Buna N-70 or equal gaskets and O-rings
13. Shipping

Note: *If the regulator fails the initial testing, the customer shall be notified and given the options to repair/replace or junk the regulator.*

II. DECOMMISSION PROCEDURES

Regulators

1. Regulators shall be processed on an individual customer approved basis.

III. REPAIR

Regulators

1. Regulators shall be processed on an individual customer approved basis.
2. A Purchase Order shall accompany all units approved for repair.
3. Units returned shall have a permanent (medallion) Non-PCB tag.
4. Units returned shall be filled with PCB free mineral oil and identifying tag.

Paint

5. Returned units shall be painted ANSI gray.
6. Returned units shall have KVA rating and date of repair on the outside tank of the regulator.
7. Regulator Nameplates: all nameplates and nameplate information shall be legible and clearly displayed. Each Nameplate shall be replaced if any information isn't clearly represented.

IV. SPECIAL INSTRUCTIONS

1. Successful vendor shall show unit Serial Numbers on repair estimates, decommission letters and

delivery sheets on paper work mailed to Opelika Power Services, 600 Fox Run Parkway, Opelika, AL 36801.

2. Decommissioned units shall have relative credit and replacement information and documentation.
3. Each purchase order shall have one delivery sheet.
4. A copy of PCB test results, repair/replacement estimates and decommission letters shall be mailed to: Opelika Power Services c/o Brent Poteet or faxed to (334) 705-5148.
5. Vendor shall submit warranty information with bid.
6. Vendor shall submit credit price per KVA for salvaged regulators.

V. QUALIFICATIONS OF ELIGIBLE BIDDERS

Qualified contractors shall meet the following:

1. Adhere to all parts of 40 CFR 761 EPA Environmental Standards (including PCB compliance).
2. Have a minimum of two (2) laboratories meeting National Accreditation Committee (NELAC) Standards.
3. Have convenient manufacturing facilities in the Southern region.
4. Offer services to recondition and rewind, repair, scrap and salvage voltage regulators.
5. Have experienced customer support/field service group.
6. Offer full customer satisfaction guarantee with a minimum of three-year warranty on repair
7. Must have sufficient and experienced Engineering staff with operational history.
8. Must have all Local, State, DOE, DOT and Federally required licenses and insurances, including automobile and truck liability, worker's compensation, commercial general liability, pollution liability and contractor's liability with a minimum of \$15,000,000 umbrella policy riding on top of general pollution, and contractor liability policies. If awarded the City of Opelika contract, a certificate of insurance shall be submitted with the City of Opelika listed as additional insured.
9. Shall have pick up response service within 10 days from the date of notification by the City of Opelika.
10. Perform PCB test on each unit received at the facility that is not name plated non-PCB or that does not have a lab result supplied by the City of Opelika.
11. Offer a normal delivery and 3-5 weeks' service schedule to refurbish/repair/rebuild with 10 working days or better for emergencies.
12. Offer new non-PCB Mineral Oil for repair to units.

Note: *Successful contractor shall offer alternative method of payment for used oil-filled electrical equipment: flat pricing.*

**BID FORM
VOLTAGE REGULATOR REPAIR
ITB # 16022**

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. Prices specified in bid shall be firm for at least 60 days from the bid opening date. No price increases shall be made after purchase order is issued. Failure to honor bids in this period shall result in cancellation of purchase agreement and removal of bidder from Opelika Purchasing Department bid list. **PLEASE SUBMIT BIDS IN DUPLICATE AS REQUESTED IN SECTION II, ITEM 2.6.**

Item #	Description	Base Repair Unit Price
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1.	333 KVA Regulator	\$ _____
2.	416 KVA Regulator	\$ _____

Additional parts price list:		Unit Price	
		333 KVA	416 KVA
3.	Replacement nameplate	\$ _____	\$ _____
4.	Bypass Arrestor	\$ _____	\$ _____
5.	Position Indicator	\$ _____	\$ _____
6.	Drain Valve	\$ _____	\$ _____
7.	Bushing	\$ _____	\$ _____
8.	Neutral Contact	\$ _____	\$ _____
9.	Stationary Contact	\$ _____	\$ _____
10.	Reversing Contact	\$ _____	\$ _____
11.	Moving Fingers, Set	\$ _____	\$ _____
12.	Tap Changer Motor	\$ _____	\$ _____
13.	Control Cord	\$ _____	\$ _____
14.	Control Box	\$ _____	\$ _____
15.	J-Bolts, Set	\$ _____	\$ _____
16.	Position Indicator Cable	\$ _____	\$ _____
17.	Conduit to Control Cabinet	\$ _____	\$ _____

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid made with full knowledge of the kind, quality and quality of service and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is acceptable, with FORTY-FIVE (45) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified.

Delivery information: Delivery shall be made within _____calendar days after receipt of purchase order.

Discount 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

FAX NUMBER

FEDERAL IDENTIFICATION NUMBER

E-MAIL ADDRESS

WEB SITE

DATE

ITB #16022
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 NO.: 16022
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)