



City of Jacksonville Beach

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

INVITATION TO BID

BID Number:	1819-03
BID Title:	PAD MOUNT SWITCHGEAR TYPE 12 and SINGLE PHASE PAD MOUNT VFI SWITCHGEAR

Submittal Deadline	
Day:	Wednesday
Date:	January 16, 2019
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

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

Bid Issue Date	3-December-2018
Bid Advertised	5-December-2018
Deadline to Submit Questions	4-January-2019
Addendum (if necessary) Issued	9-January-2019
Submission Deadline	16-January-2019
Bids Opened	16-January-2019
Bids Evaluated by	23-January-2019
Recommendation to Council	18-February-2019

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SECTION A: OVERVIEW

SECTION A: OVERVIEW

1. PURPOSE:

It is the intent of this bid document to procure Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear for the City of Jacksonville Beach dba Beaches Energy Services for a period of three (3) years from its effective date. The initial term may be extended for two (2) additional one-year periods at the option of Beaches Energy Services under the same terms and conditions as the original Agreement, including any Amendments thereto, unless otherwise modified by mutual agreement of Beaches Energy Services and Supplier.

2. BID DUE DATE: 2:00 PM WEDNESDAY JANUARY 16, 2019

Subject to the terms and conditions specified in this **Invitation to Bid**, bids will be received until **2:00 P.M., Wednesday January 16, 2019** then opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

3. BID AWARD:

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

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

4. QUANTITIES:

The estimated quantities contained herein are an approximate annual usage. The City may elect to purchase more of less of any item and the estimated quantities shall in no way restrict the number of any units purchased.

5. SHIPPING:

All Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear shall be delivered in open top trailers.

6. DELIVERY

The Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear shall be delivered "FOB Destination" to the City of Jacksonville Beach Storeroom located at 1460 Shetter Avenue; Jacksonville Beach, Florida 32250 during normal City hours of business. At least 48 hours notice must be given prior to delivery to enable the City to arrange for unloading. Notice will be given to:

Buyer
City of Jacksonville Beach
1460 Shetter Avenue
Jacksonville Beach, Fl. 32250
(904) 247-6230

7. BID SUBMITTAL REQUIREMENTS:

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

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

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

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

SECTION B: GENERAL PROVISIONS

SECTION B: GENERAL PROVISIONS

1. INSTRUCTIONS TO BIDDERS:

- **Technical Specifications** that are **explicit** to this particular **Bid Number 1819-03** are found in **SECTION C: TECHNICAL SPECIFICATIONS**, which begins on **page 20**.
- **The Minimal Bid Package shall consist of the following:**
 - Bidder's profile and submittal letter
 - Form 1:** Bid Tender Form.
 - Form 2:** Bid Award Notice.
 - Form 3:** Required Disclosure.
 - Form 4:** Drug-Free Workplace Compliance.
 - Form 5:** Non-Collusion Affidavit.
 - Form 6:** Non-Bankruptcy Affidavit.

All forms must be completely filled out, appropriately executed and submitted as part of the bid package. These start on **page 37**.

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

2. TERMS AND CONDITIONS:

- A. **General.** It is the purpose and intent of this bid to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. **Time for CITY Acceptance.** Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of bids for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date.** The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract.** If the CITY should advertise for proposals, the contract resulting from this Bid shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. **Contract Termination.** Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the

CITY.

- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all bids, in whole or in part, and to accept the bid(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

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

4. ADDENDA TO THE BID:

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

5. USE OF BID RESPONSE FORMS:

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

6. DEVIATIONS FROM REQUESTED PLAN:

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

7. CONFLICT WITH SPECIMEN CONTRACTS:

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

8. ERRORS IN SUBMITTALS:

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

9. LEGAL AND REGULATORY COMPLIANCE:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC REDORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

**TELEPHONE NUMBER: 904-247-6250 EXT # 10
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250**

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

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

11. WAIVER/REJECTION OF BIDS:

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

12. AUTHORIZED OFFER:

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

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

13. EVALUATION OF BIDS:

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

14. USE OF BID BY OTHER AGENCIES:

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

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

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

15. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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.

16. CONFLICT OF INTEREST / CONE OF SILENCE:

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

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

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

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

The Cone of Silence prohibits the following activities:

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

The Cone of Silence may not apply to:

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

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

17. DISCRIMINATION CLAUSE:

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

18. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing

contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

19. INSURANCE REQUIREMENTS:

19.(A). GENERAL INSURANCE PROVISIONS

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

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

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

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

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

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

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

19.(C). COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
All insurers must carry a current A M Best rating of at least A-

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

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

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

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

Commercial General Liability in Occurrence Form.

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

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

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

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

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

Amount: \$1,000,000 Aggregate

Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

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

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

Professional Liability **is required for Contractor and all sub-contractors**

Pollution Liability Required of Contractor and all subcontractors.

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

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

Excess or Umbrella Liability Coverage.

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

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

Claims Made Coverage – No Gap

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

19.(D). CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

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

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

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

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

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

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

20. PERFORMANCE AND PAYMENT BONDS: N/A

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

The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period. **N/A**

21. BANKRUPTCY:

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

22. NONEXCLUSIVE:

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

23. DRUG FREE WORKPLACE COMPLIANCE FORM:

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

24. WARRANTY:

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

25. PROTEST:

A recommendation for contract award or rejection of award may be protested by a bidder. The bidder may file a written protest with the City Clerk's office. The bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

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

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

26. FRAUD AND MISREPRESENTATION:

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

27. OMISSIONS IN SPECIFICATIONS:

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

28. FORCE MAJEURE:

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

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

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

29. BID AWARD NOTICE FORM:

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

30. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this bid. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

SECTION C:

PART I

TECHNICAL SPECIFICATIONS

for

PAD MOUNT SWITCHGEAR TYPE 12

Enclosures shall be provided with lifting eyes or lifting ears welded to the tank.

The terminating compartments shall be tamper proof and weather proof when mounted on the pad. Access doors shall be equipped with three-point latch mechanisms. The terminating compartments, doors, covers, door holders, pad-lockable handles and welds shall be constructed of 304L stainless steel, and shall be free of welding slag and other contamination before entering the painting process. Suitable means for padlocking the compartment doors shall be provided with a minimum 3/8" hole, behind penta-head bolt. The penta-head bolt shall be of stainless steel and have a stainless steel spring retainer to prevent removal from door. All interfacing, stationary and moving parts of hinge(s) shall be either stainless steel or stainless steel pin with brass bushings. The vent screens and internal nuts, bolts and other miscellaneous hardware shall also be either stainless steel, brass or some other non-corrosive material.

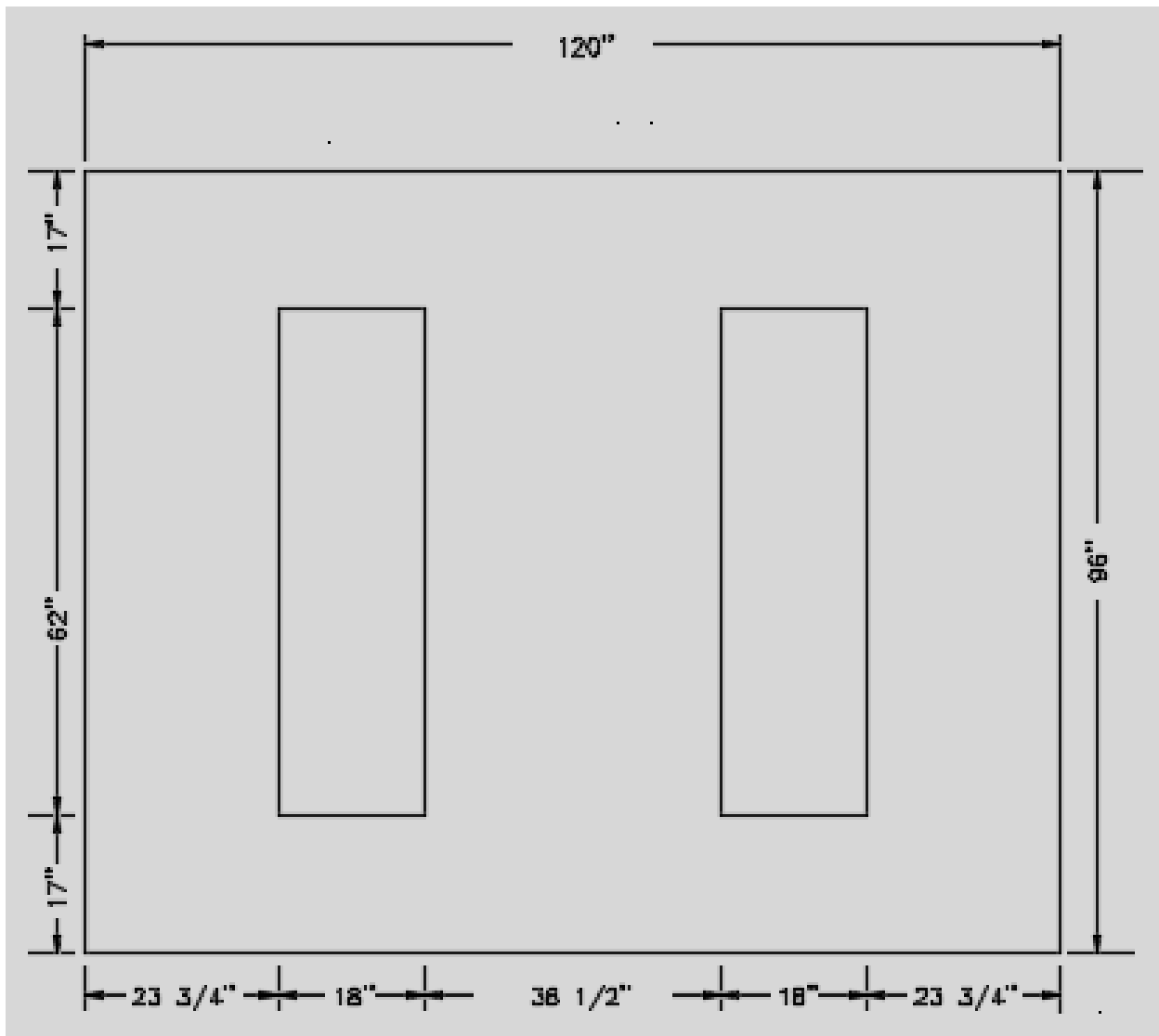
Pad mount switches, for doors in front of the 600A "Switch-Way" and 200A and 600A "VFI Tripping Way", shall have three (3), 8 mm holes drilled in a horizontal row in the high voltage compartment door, near the middle of the door, for mounting Power Delivery Products, Inc. fault indicator fiber optic, remote indicator display units. The switches shall be shipped with 304L stainless steel "captive" bolts in the 8mm holes that cannot be removed from outside the switch compartment.

The enclosure shall be painted with the manufacturer's standard paint system with a dark green finish color. The topcoat color shall be Munsell 7GY 3.29/1.5 "Pad mount Green". The switchgear shall have (at a minimum) a 2-inch mounting flange for securing to the pad foundation with 1/2 inch anchor bolts.

Enclosure dimensions shall be in accordance with the following:

<u>Switchgear Type</u>	<u>Width (inches)</u>	<u>Depth (inches)</u>
12	70-80	84-90

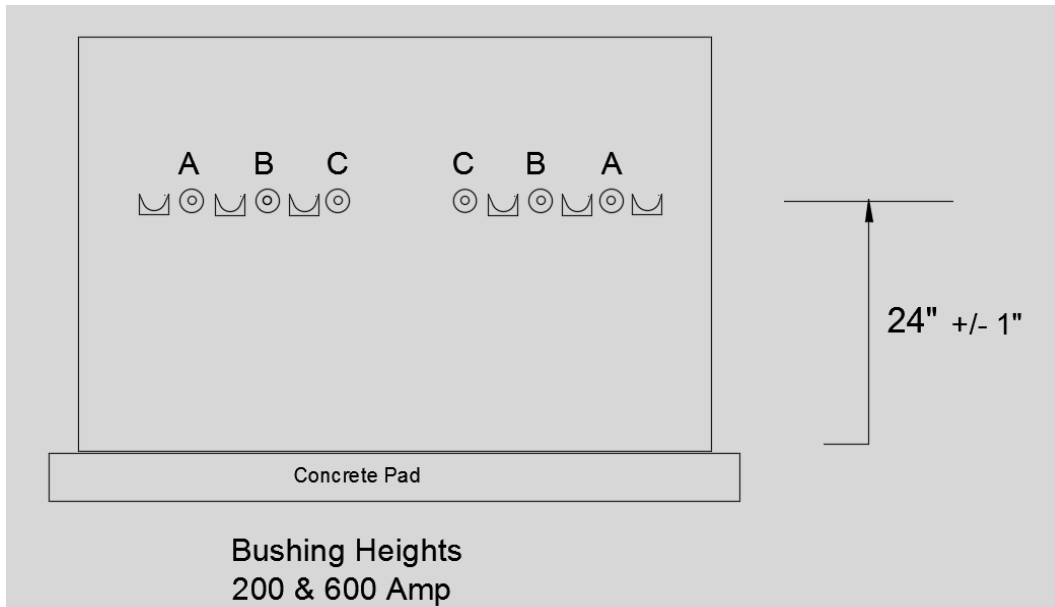
The Type 12 Switchgear shall be capable of being adequately installed on the standard Beaches Energy Services switchgear pad, as shown in drawing below. There shall be no overhang of the base of the switchgear off the edge of the foundation and the “open splay” conduit opening shall be adequately covered.



TYPE 12 PAD DETAIL

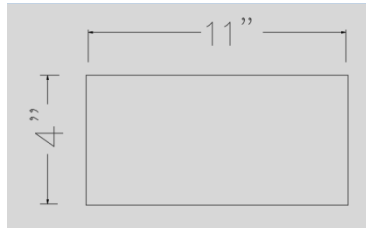
- C. Configuration: The pad mount switchgear shall be configured for double-side access with the number of switch positions and tap positions as indicated on the Specification and Data Sheets. Each switch and tap position shall be configured with all three phase bushings (A, B, C) grouped together. Configurations grouping bushings by same phase (AA, BB, CC) are not acceptable.

The 200A load-break elbow bushing wells and the 600A dead-break bushings (for Elastimold K655LR-L0300 elbows) shall be located at a height of 24 inches (+/- 1 inch) inches above the pad level as shown below:



- D. Main Switch Positions: Main switch positions shall be rated 600 amperes as indicated on the Specification and Data Sheets. Switches shall have full load-break capability at their rated current and shall be group operated for 3-pole switching. Main switches shall be vacuum interrupter designs, as indicated on the Specification and Data Sheets. The main switch design shall provide a clear, visible break when viewed through viewing windows.

Viewing Window Minimum Allowed Dimensions (11" x 4")



- E. Tap Positions: Tap positions shall be rated 200 or 600 amperes continuous. Tap positions shall have overload and fault protection provided by electronically controlled vacuum switches. The pad mount switchgear shall be designed to be totally self-contained requiring no external power sources. Protective devices shall be capable of single-pole or three-pole operation. Protection shall emulate S&C Type

SM-4 (“E” Standard) fuse curves and protective relay TCC’s.

The electronic controller shall be capable of single phase or three phase trip (field selectable); multiple resident TCC’s; adjustable phase time delay; phase location and magnitude of fault indication; inrush restraint; continuous current monitoring for each phase; and, RS232 or RS485 serial communication interface. Controller shall be Thomas & Betts (T&B) SSGC0010-100 Electronic Controls or KYLE SEC-1018. Manufacture shall provide humidistat-controlled heaters in all control panels to prevent condensation.

- F. Insulation Medium: Insulation medium shall be transformer insulating oil or solid dielectric. Oil-filled pad mount switches are to be provided with: (a) an oil drain valve and sampler; and, (b) a manual or automatic pressure relief device.

Vacuum interrupters shall be equipped with close/open indication. Indication shall be directly linked to operating mechanism. Position indicators shall be readily visible with compartment door open.

- G. Grounding: Enclosure ground rods shall be furnished on both sides of the switchgear across the full width of the tank. Ground rods shall be copper or stainless steel and have a minimum diameter of 5/8 inch.

Main switches shall be designed to allow grounds to be placed on one side of an open switch with the other side energized at rated voltage.

- H. Cable Terminations: Main and tap positions shall accommodate dead-front cable terminations as follows:

(a) 600A Positions: Cable sizes through 1000 kcmil using Elastimold Type K655LR-L0300, 600 Amp, 25 kV, bolt-on dead-break elbow terminations. The switchgear manufacturer shall furnish and install Elastimold 600A, 25kV, 28kV Phase-to-Phase bushings. (Elbow terminators to be furnished by others.) The enclosure shall be sized to allow grounding elbows or elbow surge arresters to be connected to the bushing.

(b) 200A Positions: Cable sizes through #4/0 AWG using Elastimold Type 276LR, 200 Amp, 25kV, load-break elbows. Switchgear shall be furnished with bushing wells. The switchgear manufacturer shall furnish and install Elastimold 2701A4, 200A, 25kV bushing inserts prior to shipment. (Elbow terminators will be furnished by others.)

4. ACCESSORIES

The switchgear shall be provided with the accessories indicated below in addition to standard components or requirements included in other parts of these specifications.

- a) Operation counter on all electronically controlled tap protective devices.

- b) Parking stands for each 200 and 600 ampere cable termination.
- c) Provisions for the future addition of motor operators on the 600 ampere switch positions: Motor operators, when provided, shall be mounted within the switchgear enclosure or externally on the enclosure.
- d) Provisions for the future addition of a SCADA remote terminal unit (RTU): The RTU, when provided, shall be mounted in its own enclosure on the exterior of the switchgear enclosure. The RTU will monitor the status of switch and tap position and be capable of controlling switch and tap positions.

5. NAMEPLATES AND MARKINGS

All components and switchgear compartments shall be clearly marked with compartment numbers, phase designations, and circuit diagrams on a stainless steel instruction nameplate. (Compartment numbers shall be labeled as Way-1, Way-2, Way-3 & Way-4).

Compartments shall be appropriately marked with warning signs in accordance with NESC and OSHA requirements. Informational signs giving proper operating procedures shall be provided.

6. MAINTENANCE TOOLS/MANUALS/DRAWINGS

One complete set of operation and maintenance tools and manuals shall be provided with each switchgear unit. One set of drawings shall be provided with bid suitable for the design of concrete pad for each unit.

Type 12 Switchgear: JB # 01440

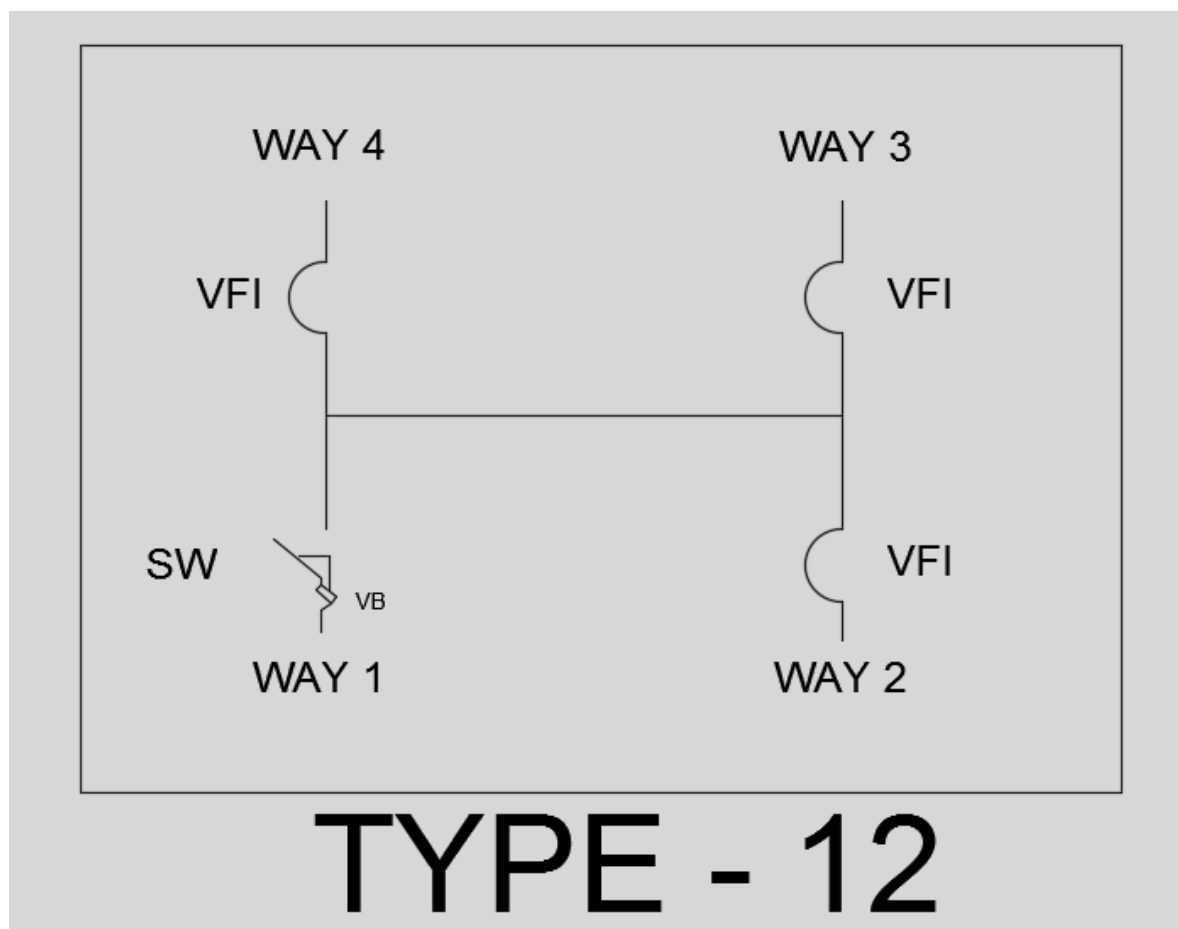
Description: Type 12 switchgear unit consisting of one main 600A loadbreak switch position and three 600A VFI tap position.

Main Switches: Vacuum Type (Designed to provide clear visible break).

Tap Positions: Electronically controlled vacuum interrupters

Tap Provision: Three (3) 600 Amp VFI protected Way

(Compartment numbers shall be labeled as Way-1, Way-2, Way-3 & Way-4).



SECTION C:

PART II

TECHNICAL SPECIFICATIONS

for

**SINGLE PHASE PAD MOUNT VFI
SWITCHGEAR**

1. GENERAL TECHNICAL SPECIFICATIONS

This section covers the technical specifications for outdoor, low profile, single-phase pad mount VFI switchgear. The pad mount VFI switchgear shall be as specified herein.

2. CODES AND STANDARDS

The pad mount VFI switchgear shall be designed and fabricated in accordance with applicable ASTM, ANSI, NEMA, and IEEE standards.

All materials and devices shall be in accordance with applicable requirements of the Federal "Occupational Safety and Health Standards".

3. DESIGN AND CONSTRUCTION

The pad mount VFI switchgear shall be of dead-front design and shall be in accordance with the following articles:

- A. Ratings: The pad mount VFI switchgear shall be suitable for use on a 26.4 kV system, single phase, solidly grounded system. Equipment ratings shall be as follows:

Nominal Voltage	25kV
Maximum Design Voltage	27kV
Device	Vacuum Fault Interrupter
BIL Phase-to-Phase, Phase-to-Ground	125kV
BIL Across Open Contacts	125kV
One Minute Withstand (60Hz)	40kV
Continuous Current	200A
Load Switching	200A
Load Break Operations at Full Load	2,000
Maximum Interrupting Current (Symmetrical)	12.5kA
Momentary & Make and Latch 200A ways (Asymmetrical)	12kA

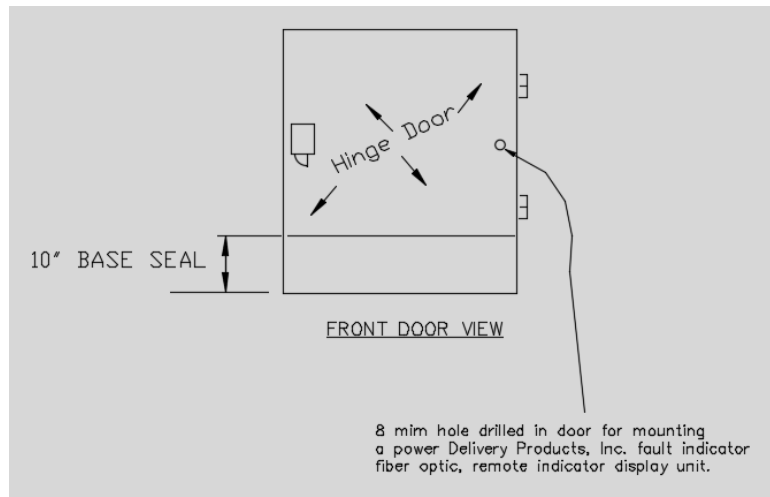
(Fault interrupting duty shall be in accordance with ANSI C37.60-1981)

- B. Enclosures: All equipment and tank enclosures shall be a minimum of 11-gauge 304L stainless steel with welded stainless steel joint construction. Switchgear shall be constructed to allow the tank and enclosure to be lifted as one integral unit. Enclosures shall be provided with lifting eyes or lifting ears welded to the tank.

The terminating compartments shall be tamper proof and weather proof when mounted on the pad. Access doors shall be equipped with three-point latch mechanisms. The terminating compartments, doors, covers, door holders, pad-

lockable handles and welds shall be constructed of 304L stainless steel, and shall be free of welding slag and other contamination before entering the painting process. Suitable means for padlocking the compartment doors shall be provided with a minimum 3/8" hole, behind penta-head bolt. The penta-head bolt shall be of stainless steel and have a stainless steel spring retainer to prevent removal from door. All interfacing, stationary and moving parts of hinge(s) shall be either stainless steel or stainless steel pin with brass bushings. Vent screens and internal nuts, bolts and other miscellaneous hardware shall also be either stainless steel, brass or some other non-corrosive material.

Pad mount VFI switchgear doors shall have one (1), 8 mm hole drilled near the middle hinge side of the door, for mounting Power Delivery Products, Inc. fault indicator fiber optic, remote indicator display unit (See drawing below). The Pad mount VFIs shall be shipped with 304L stainless steel "captive" bolts in the 8mm hole that cannot be removed from outside the VFI compartment.

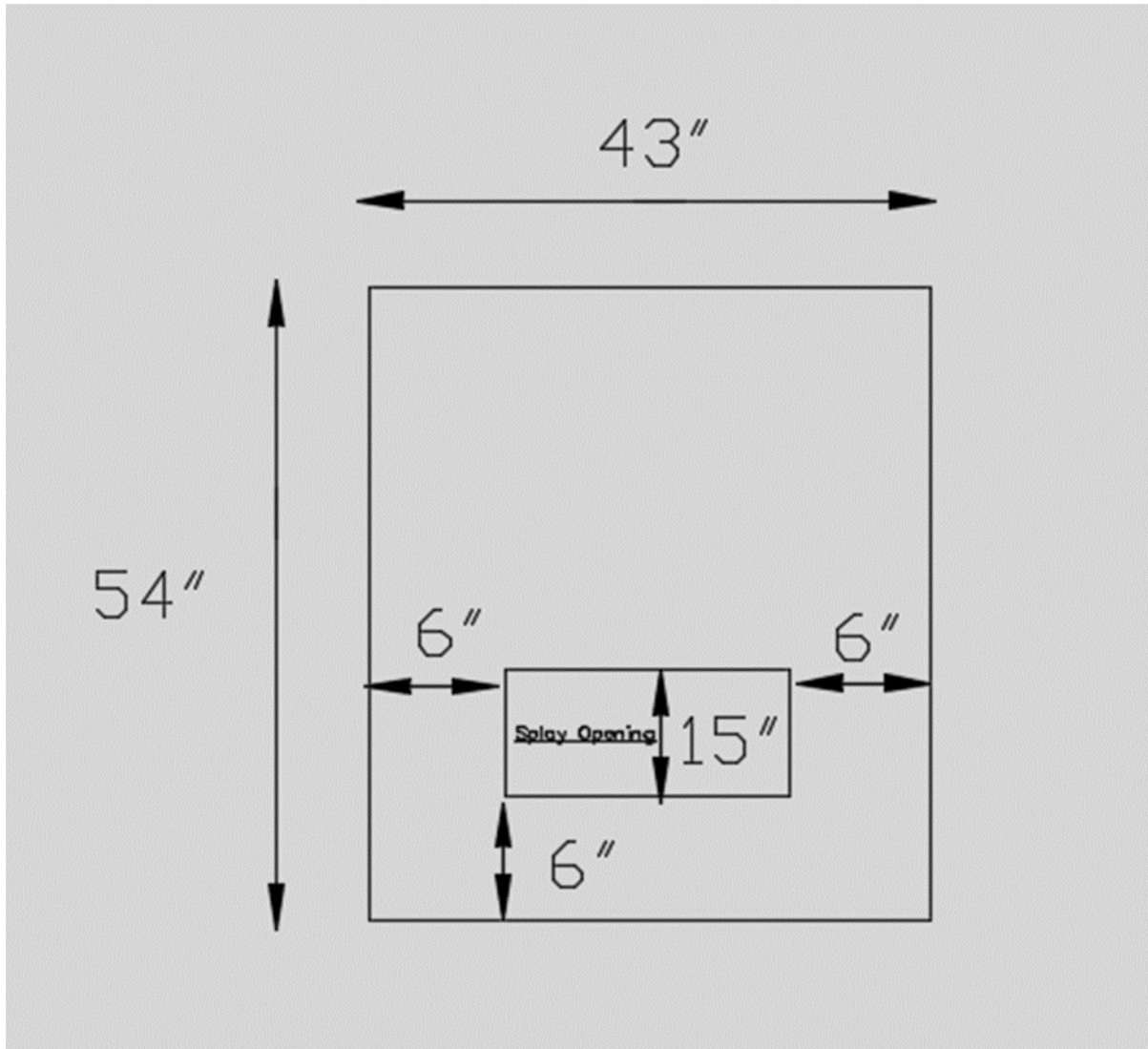


The enclosure shall be painted with the manufacturer's standard paint system with a dark green finish color. The topcoat color shall be Munsell 7GY 3.29/1.5 "Pad mount Green". The Pad mount VFI shall have (at a minimum) a 2-inch mounting flange for securing to the pad foundation with 1/2 inch anchor bolts.

Enclosure dimensions shall be in accordance with the following:

<u>Switchgear Type</u>	<u>Width (inches)</u>	<u>Depth (inches)</u>
Single Phase VFI	33 - 42	21 - 52

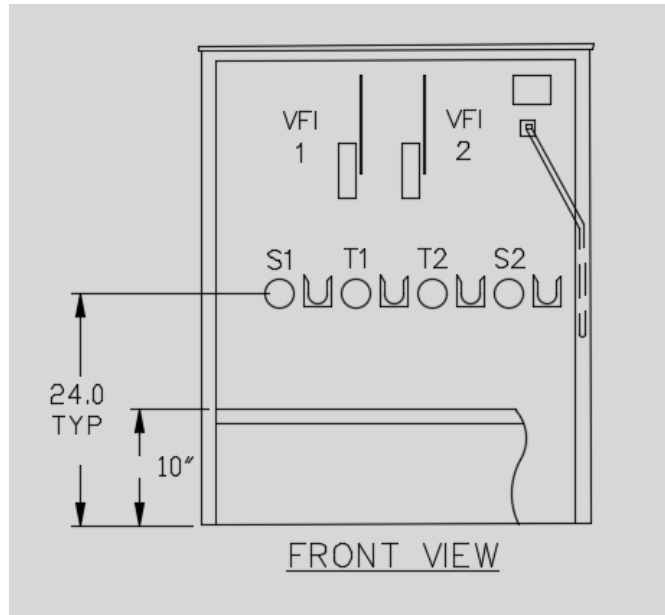
The VFI Switchgear shall be capable of installing on the standard Beaches Energy Services concrete pad, as shown in drawing below. There shall be no overhang of the base of the switchgear off the edge of the foundation and the “splay opening” shall be completely within the enclosure area.



VFI Switchgear PAD DETAIL

- C. Configuration: The pad mount VFI switchgear shall be configured for one-side access with the source positions and tap positions group as indicated in the drawing Front View below. Each source and tap position shall be configured as seen in the drawing Front View. Sources as S1 and S2 with Taps as T1 & T2.

The 25 kV 200A bushing wells (for load-break elbows) shall be located at a height of 24 inches (+/- 1 inch) above the concrete pad level as shown below:



- D. Source Positions: Source positions shall be rated 25 kV 200 amperes continuous.
- E. Tap Positions: Tap positions shall be rated 25 kV 200 amperes continuous. Tap positions shall have overload and fault protection provided by electronically controlled vacuum switches. The pad mount VFI switchgear shall be designed to be totally self-contained requiring no external power sources. Protective devices shall be capable of single-pole operation. Protection shall emulate S&C Type SM-4 (“E” Standard) fuse curves and protective relay TCC’s.

The electronic controller shall be capable of single phase trip (field selectable); multiple resident TCC’s; adjustable phase time delay; phase location and magnitude of fault indication; inrush restraint; continuous current monitoring for each tap; and, RS232 or RS485 serial communication interface. Controller shall be Thomas & Betts (T&B) SSGC0010-100 Electronic Controls or KYLE SEC-1018. Manufacture shall provide humidistat-controlled heaters in all control panels to prevent condensation.

- F. Insulation Medium: Insulation medium shall be transformer insulating oil or solid dielectric. Oil-filled pad mount tanks with VFI switches shall be provided with: (a) an oil drain valve and sampler; and, (b) a manual or automatic pressure relief device.

Load and fault interruption shall take place in sealed vacuum contact bottles to protect the liquid insulation from exposure to arcing during load or fault interruption.

Provisions for adding liquid insulation shall be provided by means of a 1” NPT fill port located on the front face of the unit within the high voltage compartment and provisions for draining or sampling shall be made available as an optional feature.

A liquid level indicating device shall be provided to positively identify a low liquid level condition. This device shall display, in white letters on a red background, the words “LOW OIL” when the liquid level drops below prescribed limits. This device shall be static with no moving parts and shall be unaffected by the environmental conditions for

the life of the switchgear assembly.

- G. Grounding: Enclosure ground rods shall be furnished across the full width of the tank. Ground rods shall be copper or stainless steel and have a minimum diameter of 5/8 inch.
- H. Cable Terminations: Source and tap positions shall accommodate Load Break cable terminations as follows:
 - a. 200A Positions: Cable sizes 1/0 TXLPE through 4/0 TXLPE using Elastimold Type 276LR, 200 Amp, 25kV, load-break elbows. Switchgear shall be furnished with 200 Amp bushing wells. The switchgear manufacturer shall furnish and install Elastimold 2701A4, 200A, 25kV bushing inserts prior to shipment. (Elbow terminators will be furnished by others.)

4. FAULT INTERRUPTER OPERATING MECHANISM

- A. The fault interrupter (VFI) mechanism shall be designed so that operation does not require any special skills, and the closing and opening speeds of the contacts are independent of the speed at which the operating handle is operated.
- B. The fault interrupter (VFI) shall be quick-make, quick-break type. Contacts shall be stable in open and closed positions without use of mechanical latches, sear pins, or detents.
- C. The fault interrupter (VFI) mechanism shall be a single-phase trip-free device. The trip mechanism shall reset and be trip-ready when the fault interrupter's operating handle is moved to the open position. The trip mechanism shall function independently of the fault interrupter's contact opening/closing mechanism such that if the device is closed into a fault, the device will trip open and the tripping action will not be felt in the operating handle.
- D. The fault interrupter (VFI) shall be capable of single-phase trip.
- E. Manual operating handles shall move in to close and out to open. The direction of operation shall be apparent.
- F. The VFI operating handles shall be designed to be easily operated with standard live line tools. The handles shall be of a channel shape and formed from AISI type 304 stainless steel, with the lower edge of sufficient width to support the hook end of standard live line tools, and assist in guiding the hook into the handle opening for live line tool operation. They shall be located where they can be operated either to open or to closed positions with standard live line tools. The force required to operate the handle shall be such that one person of average strength in a standing position can readily operate it.
- G. The VFI shall be capable of being padlocked in both the open and closed positions and shall be labeled to clearly indicate switch position.

5. POSITION INDICATORS

- A. Vacuum Fault interrupter (VFI) shall be equipped with close/open indication. Indication shall be directly linked to operating mechanism. Position indicators shall be readily visible with compartment door open.
- B. Vacuum Fault interrupter (VFI) handles shall act as position indicators that clearly and positively indicate the open and closed positions of the switch mechanisms. Nameplates of a corrosion-resistant material shall be fixed to the switch tank adjacent to the operating handle to assist in identifying switch position.
- C. Vacuum Fault interrupters (VFI) shall have an additional indicator to show a tripped condition. The indicator shall be of a mechanical design linked directly to the trip mechanism of the fault interrupter. Electronic or electrical devices will not be used. The indicator shall consist of a yellow indicator mounted adjacent to the fault interrupter's operating handle. The indicator shall clearly show a tripped condition of the fault interrupter.

6. ACCESSORIES

The switchgear shall be provided with the accessories indicated below in addition to standard components or requirements included in other parts of these specifications.

- 1. Operation counter on all electronically controlled tap protective devices.
- 2. Parking stands for each 200 ampere cable termination/bushing well.

7. NAMEPLATE AND MARKINGS

All components shall be clearly marked with source and tap numbers and circuit diagram on a stainless steel instruction nameplate.

- A. The nameplate shall be securely welded to the tank.
- B. All letters, schematics, and numbers shall be photo engraved or stamped on the nameplate.
- C. The nameplate shall contain at least the following information:
- D. Name of manufacturer
- E. Date of manufacture (month and year, for example, 1-18 or Jan 18)
- F. Serial number
- G. Catalog or Model number
- H. Rated maximum voltage
- I. Rated impulse withstand voltage
- J. Rated continuous current
- K. Rated load interrupting current
- L. Rated momentary current
- M. Rated making current
- N. A three-line bushing-oriented schematic diagram, using standard symbols (this may be put on a separate nameplate)
- O. Total weight (including insulating medium)
- P. Type of insulating medium
- Q. Customer number "JB 00750"

Compartment shall be appropriately marked with warning signs in accordance with NESC and OSHA requirements. Informational signs giving proper operating procedures shall be provided.

8. MAINTENANCE TOOLS/MANUALS/DRAWINGS

One complete set of operation and maintenance tools and manuals shall be provided with each VFI switchgear unit. One set of drawings shall be provided with bid suitable for the design of concrete pad for each unit.

9. TESTING REQUIREMENTS

A. Tank

The finished tank shall be pressurized to 7 pounds per square inch using dry nitrogen and tested for leaks using suitable leak detection methodology.

B. Electrical

- a. AC hi-pot for 1 minute phase-to-phase, phase-to-ground, and across open contacts on all ways at 40kV for 25kV equipment.
- b. Continuity test all circuits
- c. Resistance test all circuits
- d. Test reports certifying the vacuum switch conforms to ANSI C37.72, Test Sequence Paragraph 5.1.5 shall be submitted.

10. SHIPPING REQUIREMENTS

- A. The VFI switch gear shall be ship on and banded to a pallet for fork lift use.
- B. VFI Switch gear shall be properly packaged and braced to prevent damage during shipment.
- C. The VFI switch gear shall be completely assembled, including the correct amount of insulating fluid.

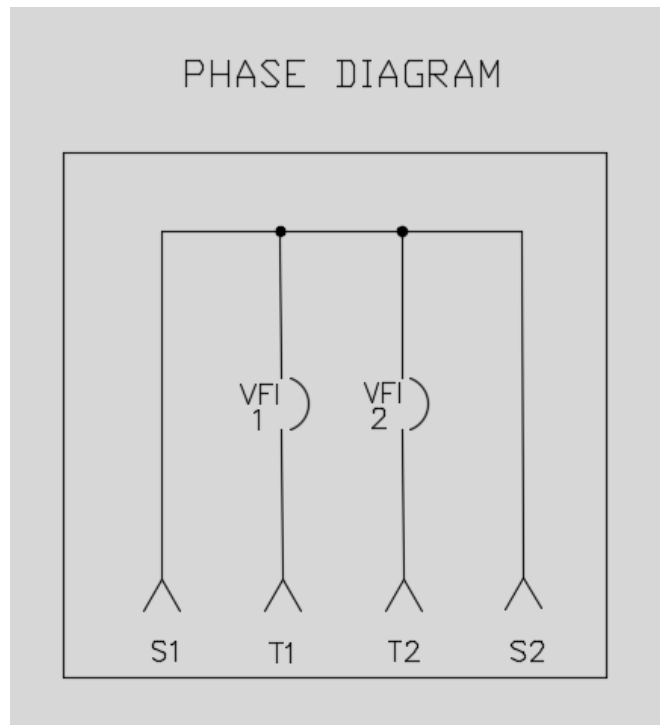
Pad mount VFI Switchgear: JB # 00750

Description: Pad mount VFI switchgear unit consisting of two (2) source 25 kV 200A bushing positions and two (2) 25 kV 200A VFI tap positions.

Sources: S1 & S2 shall be 25 kV 200A bushing wells (for use with Load Break elbows).

Tap Positions: Electronically controlled 200 amp Vacuum Fault Interrupters (VFI).

Tap Provision: T1 & T2 shall be 25 kV 200 Amp bushing wells (for use with Load Break elbows).



SECTION D:

BID TENDER FORMS

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

BID No: 1819-03 Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear

Bidder: _____

DATE: _____

Having carefully examined the instruction to bidders, project specifications, drawings, supporting documents and addenda issued prior to this date, we propose to furnish all labor, materials, equipment, transportation and other services required to successfully accomplish the work in accordance with the project documents. In accordance with the Terms, Conditions, and Specifications of your Invitation No. **1819-03 Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear**, we offer our Bid as follows:

Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear

<u>Type</u>	<u>VFI Positions</u>	<u>Price Each</u>	<u>Delivery in Days</u>
Type 12 JB #01440	600 Amp 4 Way	_____	_____
Single Phase VFI JB #00750	200 Amp	_____	_____

Do the Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear as bid, meet all aspects of these specifications:

Yes _____ No _____ (If “No”, itemize all exceptions on separate documentation).

It is the intent of this bid document to procure Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear for Beaches Energy Services for a period of three (3) years from its effective date. The initial term may be extended for two (2) additional one-year periods at the option of Beaches Energy Services under the same terms and conditions as the original Agreement, including any Amendments thereto, unless otherwise modified by mutual agreement of Beaches Energy Services and Supplier. Pricing will remain firm throughout the term of this contract.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to their full satisfaction examined the attached Scope of Work, Specifications and General Provisions, technical specifications, and Bid Tender Forms and Bidder has read all addenda issued.

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

- 3. By signing and submitting this Bid, Bidder represents that all Bid Tender Forms are fully complete and accurate.
- 4. Bidder acknowledges that the Bid may be rejected if all Bid Tender Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.
- 5. By signing below Bidder agrees the price(s) are firm and guaranteed for the first three years of this bid.

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

All services shall be provided meeting, and in compliance with this BID document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc.

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder's bid for this bid.

I hereby certify that I have read and understand the requirements of **Bid No. 1819-03 Pad Mount Switchgear Type 12 and Single Phase Pad Mount VFI Switchgear** and as the bidder, will comply with all requirements, and that I am duly authorized to execute this bid.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

By: _____
Signature of Authorized Submitter Title (typed or neatly printed)

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

BID DOCUMENT TURN-IN CHECKLIST

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

INITIAL Check-Off	#	SECTION TITLE
[]	1.	FORM 1: BID TENDER FORM (completed pages 30 thru 40)
[]	2.	FORM 2: BID AWARD NOTICE FORM – (completed page 41)
[]	3.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 42)
[]	4.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 43)
[]	5.	FORM 5: NON-COLLUSION AFFIDAVIT (completed page 44)
[]	6.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (completed page 45)
[]		W-9 FORM (attach completed and signed form, which can be obtained from www.irs.gov)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Bid Tender Form and/or is required by the BID and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Bidder shall acknowledge receipt of all addenda, if any, to the BID, by filling in Addenda Numbers and dates below.

Addendum #: ____ Dated: ____	Addendum #: ____ Dated: ____
Addendum #: ____ Dated: ____	Addendum #: ____ Dated: ____
Addendum #: ____ Dated: ____	Addendum #: ____ Dated: ____

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

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

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

1. Company Name: _____

2. Address: _____

3. City, State & Zip: _____

4. Attention: _____

5. Phone: _____ Fax: _____

6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 1819-03** per the attached Bid Tabulation form(s).

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

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

Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

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

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

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

Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

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

By: _____

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

_____ Notary Public

My Commission Expires: _____

FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 1819-03

STATE OF _____)

COUNTY OF _____)

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

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 1819-03**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

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

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

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here: