

COOPERATIVE PURCHASING AGREEMENT TO REFURBISH, REPAIR AND DISPOSAL OF TRANSFORMERS

THIS COOPERATIVE PURCHASING AGREEMENT TO REFURBISH, REPAIR AND DISPOSAL OF TRANSFORMERS ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ELECTRICAL ENGINEERING ENTERPRISES, INC.**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 59-3554532) ("Vendor").

WHEREAS, after a competitive procurement process, the Florida Municipal Power Agency (FMPA) awarded a bid to Electrical Engineering Enterprises, Inc., for the provision of refurbishment, repair and disposal of transformers, ITB# 2024-105 (the "FMPA Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the refurbishment, repair and disposal of transformers pursuant to essentially the same terms and conditions provided under the FMPA Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Vendor agrees to extend the terms, conditions, and pricing of the FMPA Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement to Refurbish, Repair and Disposal of Transformers as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **FMPA Agreement:** shall mean the agreement between FMPA and Electrical Engineering Enterprises, Inc. and its exhibits, as amended and attached hereto as **Exhibit A – FMPA Agreement**.
3. **INCORPORATION OF FMPA AGREEMENT.** The FMPA Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the FMPA Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by

reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: FMPA Agreement (A-1 through 46)
- 5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the FMPA Agreement are modified and replaced, in their entirety, as follows:
 - A. The term "Participating Member" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **THREE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$390,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – FMPA Agreement**.
 - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **JULY 1, 2024** and continue through and including **JUNE 30, 2027**.
 - D. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Electric Utility**, 1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470, Attn: **Lisa Crouthamel** E-Mail: lcrouthamel@ocalafl.gov; Office: 352-351-6646.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer

Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
8. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
9. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the

DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

10. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
11. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
12. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
13. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
14. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
15. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor: Electrical Engineering Enterprises, Inc.
Attention: Christopher Steele
5316 E. Henry Avenue
Tampa, Florida 33610
Phone: 813-740-9601
E-mail: csteele@electeng.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

16. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
19. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
20. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
21. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
22. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
23. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
24. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
26. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
27. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,

understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

28. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:**ELECTRICAL ENGINEERING ENTERPRISES,
INC.**

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Title: _____
(Title of Authorized Signatory)



Sharon Samuels
Procurement Lead

MEMORANDUM

May 8, 2024

To: FMPA Members

From: Sharon Samuels

cc: Bidders

Re: Refurbish, Repair, & Disposal of Transformers Bid Award – ITB# 2024-105

The members participating in the Refurbish, Repair, & Disposal of Transformers Bid have reviewed the bids received for the Provision of Refurbish, Repair, & Disposal of Transformers Services. These bids were received in response to the FMPA Invitation to Bid No. 2024-105.

FMPA received bids from Electrical Engineering Enterprises of Tampa, FL; Emerald Transformers, Inc, of Defuniak Springs, FL; Miami Transformers of Homestead, FL; MP Predictive Technologies, Inc. of Orlando, FL; and Sunbelt Solomon Services, LLC of Temple, TX;

Pursuant to Section 15, Reserved Rights, the Participating Members recommend the award of Emerald Transformers, Inc.; Sunbelt Solomon Services, LLC; and Electrical Engineering Enterprises.

The awarded bidders will extend the prices bid to other FMPA Members. This bid award is effective July 1, 2024 through June 30, 2027; at that time the award may be extended by mutual consent.

Emerald Transformers
Steve Ricke
sricke@emeraldtransformers.com
850-520-3002

Sunbelt Solomon Services
Matthew Holmes
matthew.holmes@sunbeltsolomon.com
352-514-1566

Electrical Engineering Enterprises
Christopher Steele
csteele@electeng.com
813-740-9601

If you have any questions, please contact me at FMPA via the information provided below.



Sharon Samuels
Procurement Lead

MEMORANDUM

April 24, 2024

TO: Members Participating In the Refurbish, Repair, & Disposal
of Transformers Bid - ITB# 2024-105

FROM: Sharon Samuels

SUBJECT: Preliminary Analysis

Enclosed please find the Preliminary Analysis of the bids received for the Provision of
Refurbish, Repair, & Disposal of Transformers Bid - ITB# 2024-105.

FMPA received bids from Electrical Engineering Enterprises of Tampa, FL; Emerald
Transformers, Inc, of Defuniak Springs, FL; Miami Transformers of Homestead, FL; MP
Predictive Technologies, Inc. of Orlando, FL; and Sunbelt Solomon Services, LLC of
Temple, TX;

Included for your information are a copy of the vendor quote analysis and the bidders'
clarifications & exceptions.

Please review the information and let me know how your city/utility would like to award
this bid, no later than May 3rd. During your evaluation process, please be sure to consider
any performance or other issues you may have experienced with these bidders.

If you have any questions or concerns about the bid, please give me a call.

FMPA
Provision of Refurbish, Repair, & Disposal of Transformers
ITB# 2024-105
Bidders Exceptions and Clarifications

ELECTRICAL ENGINEERING ENTERPRISES

- ❖ Offered payment discount 2% for payment made within 15 days of delivery.
- ❖ EEE will price rewinds on an individual basis.
- ❖ EEE priced recloser repair as a lump sum price under “base price”
- ❖ All replacement oil is assumed to be mineral oil; FR3 would be an adder.

EMERALD TRANSFORMERS, INC.

- ❖ Repair base price does not include new oil and parts. New oil and parts will be an additional cost.
 - FMPA spec Section 4 states “All reconditioned and remanufactured transformers are to be filled with new oil.
- ❖ Decommission of Substation Transformers cost is determined by type of metal winding (copper/aluminum), unit size, contents of the unit, and location it's broken down.
- ❖ Diagnostic testing on Substation Type Transformers is TBD - quoted individually.
- ❖ TBD is size and voltage dependent.
- ❖ Recloser Repair base pricing breakdown:

Single Phase Reclosers Repair		
Type	Repair Item ID	Repair Only
L	RCRLL	\$453.60
H	RCRLH	\$416.85
E-F2	RCRLE	\$453.60
V4L	RCRLV4L	\$489.30
V4H	RCRLV4H	\$453.60
4E	RCRL4E	\$489.30
4H	RCRL4H	\$416.85
V4E	RCRLV4E	\$489.30
NOVA TS	RCRLNOVATS	\$972.30

Single Phase Reclosers Sold from Stock		
Type	SFS Item ID	Sold from Stock
V4L	SFSRCRL1PV4L	\$2,088.45
L	SFSRCRL1PL	\$1,405.95
4H	SFSRCRL1P4H	\$1,085.70
V4H	SFSRCRL1PV4H	\$1,668.45
H	SFSRCRL1PH	\$980.70
V4E	SFSRCRL1PV4E	\$2,193.45
E-F2	SFSRCRL1PE	\$2,088.45

MIAMI TRANSFORMERS SERVICE AND REPAIR

- ❖ Cost of any parts will be billed as cost plus 10%.
- ❖ Full load/Miscellaneous loads will not incur any transportation cost.
- ❖ Diagnostic testing includes testing and reports only.
- ❖ This quote is based on that all transformers will have oil upon arrival.
- ❖ Repair based price includes new paint job and stainless steel hardware.
- ❖ Quote is based on all transformers will have oil upon arrival.
- ❖ Substation type units (*submittal noted as TBD1*) and Electric /water meters (*submittal noted as TBD2*) – require additional information to Quote.

MP PREDICTIVE TECHNOLOGIES

- ❖ Disposal of PCB oil, depends on how many gallons of oil will be disposed of. The quoted price of \$30/gal can increase; the more PCB oil there is to dispose of, the bigger the fees are for transporting it and disposing of it at a factory.

SUNBELT SOLOMON SERVICES

- ❖ Diagnostic testing cost for single phase polemounts, single phase padmounts, three phase padmounts, and substation type transformers are included in repair costs.
- ❖ PCB Disposal and associated costs are broken down as follows:
 - PCB oil test \$20.00/ea
 - DGA \$250/ea
 - PCB Wipe Test \$50.00/ea
 - Manifest Charge \$25.00/load
 - All Transformers 50-499ppm \$1.12/lb
 - All Transformers 500+ppm \$1.24/lb
 - PT/CT's 0-49ppm \$0.55/lb
 - PT/CT's 50-499ppm \$0.61/lb
 - PT/CT's 500+ppm and tar filled \$1.78/lb
 - 55 gal drum of oil 0-49ppm \$157.98 per drum (\$2.87 per gallon)
 - 55 gal drum of oil 50-499ppm \$353.80 per drum (\$6.43 per gallon)
 - 55 gal drum of oil 500+ppm \$353.80 per drum (\$6.43 per gallon)
 - 55 gal drum 1500+ppm \$546.10 per drum (\$9.93 per gallon)
- ❖ Recloser repair pricing is broken down as follows:

<u>1 phase type</u>	<u>base price</u>	<u>3 phase type</u>	<u>base price</u>
H, 4H, V4H	\$269	VLR, VSR	\$922
L, E, EF-2	\$285	R&W Class	\$1,843
V4L, 4E, V4E	\$305	VSA	\$7,961
Oil Switches	\$242	Nova	\$1,025
VXE (w/control)	\$1,210	NOVA TS (Bank)	\$1,309
NOVA-1	\$386		
- ❖ Oil, gaskets, tank wall liner, terminal plating, lead insulation kit, bushing, coil are included in recloser repair.
- ❖ Pricing for arrestors in recloser repair are dependent on needed parts.
- ❖ Decommissioning cost for substation transformers will be determined on a case by case basis. Factors including, but not limited to, kVA size, unit location (ease of access/surrounding structure, PCB contamination, and unit condition will be considered to achieve appropriate disposal pricing.

Exhibit A - FMPA Agreement

CONTRACT# ELE/240702

"Preliminary Analysis"

"Preliminary Analysis"

FLORIDA MUNICIPAL POWER AGENCY PROVISION OF REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS ITB# 2024-105 VENDOR QUOTE ANALYSIS

	Electrical Engineering Enterprises Tampa, FL	Emerald Transformers Defuniak Springs, FL	Miami Transformers Homestead, FL	MP Predictive Technologies Orlando, FL	Sunbelt Solomon Services Temple, TX
ITEM	Charge for Service (\$)	Charge for Service (\$)	Charge for Service (\$)	Charge for Service (\$)	Charge for Service (\$)
Screen Tests (ea)	\$160.00	\$22.00	\$70.00	\$350.00	\$20.00
Disposal of PCB Oil	\$12/lb	\$3.61/gal	No Bid	\$30/gal	See Exceptions & Clarifications sheet
Credit for Decommission Transformers - Units that do not complete the repair process per specification.	(\$ per KVA)	(\$ per KVA)	(\$ per KVA)	(\$ per KVA)	(\$ per KVA)
Single Phase Pole Transformers	\$0.50	\$1.25	\$1.44	No Bid	\$3.50
Single Phase Padmount Transformers	\$0.50	\$1.50	\$1.32	No Bid	\$3.60
Three Phase Padmount Transformers	\$0.50	\$1.25	\$0.50	No Bid	\$1.55
Dual Voltage Transformers	\$0.50	\$1.25	\$0.50	No Bid	\$3.50
Substation Type Transformers	\$0.50	TBD	TBD1 requires additional data to quote	No Bid	\$1.50
Electric/Water Meters	\$.10/lb	\$.25/lbs	TBD2 requires additional data to quote	No Bid	\$0.10
DISPOSAL COSTS					
Line Regulators	\$1.50/lb	\$.85/kVA	\$0.00	No Bid	No Charge
OCRs and Oil Switches (ea)	\$3.50/lb	OCR \$45.63/ea.	\$0.00	No Bid	No Charge
Non-PCB Capacitors (lb.)	\$3.50/lb	\$3.61/lb	\$0.65/lb	No Bid	2.58/lb
PCB Capacitors (lb.) (0-49ppm PCB)			N/A	No Bid	2.58/lb
PCB Capacitors (lb.) (50-449ppm PCB)	\$15.00/lb	\$5.61/lb	N/A	No Bid	
PCB Capacitors (lb.) (500-3500ppm)			N/A	No Bid	4.87/lb
Decommissioning Cost for Substation Transformers	\$13,350.00	TBD	\$0.00	No Bid	See Exceptions & Clarifications sheet
RECLOSER REPAIR					
Base Price	\$5,384.00* See Exception & Clarifications	See Exceptions & Clarifications sheet	No Bid	No Bid	See Exceptions & Clarifications sheet
Oil		\$6.95/gal	No Bid	No Bid	Included
Gaskets		TBD on size and voltage	No Bid	No Bid	Included
Arrestor			No Bid	No Bid	price depends on parts
Tank Wall Liner			No Bid	No Bid	Included
Bolt Kit			No Bid	No Bid	\$76.00
Terminal Plating			No Bid	No Bid	Included
Lead Insulation Kit			No Bid	No Bid	Included
Bushing			No Bid	No Bid	Included
Coil			No Bid	No Bid	Included
REGULATOR REPAIR BASE PRICING					
7620 Volts					
38	\$4,460.00	\$1,713.03	\$1,350.00	No Bid	\$2,000.00
57	\$4,684.00	\$1,736.82	\$1,350.00	No Bid	\$2,250.00
76	\$4,907.00	\$1,760.62	\$1,350.00	No Bid	\$2,500.00
114	\$5,130.00	\$2,188.89	\$1,350.00	No Bid	\$2,700.00
167	\$5,333.00	\$2,358.34	\$1,350.00	No Bid	\$2,900.00
250	\$5,576.00	\$2,963.86	\$1,350.00	No Bid	\$3,200.00
333	\$5,799.00	\$3,704.84	\$1,350.00	No Bid	\$3,500.00
334	\$6,022.00	\$3,704.84	\$1,350.00	No Bid	\$3,500.00
14400 Volts					
72	\$4,460.00	\$2,141.32	\$1,350.00	No Bid	\$2,500.00
144	\$5,333.00	\$2,141.32	\$1,350.00	No Bid	\$2,750.00
288	\$5,576.00	\$2,141.32	\$1,350.00	No Bid	\$3,300.00
432	\$6,022.00	\$2,141.32	\$1,350.00	No Bid	\$4,000.00
576	\$6,245.00	\$3,786.42	\$1,350.00	No Bid	\$4,500.00
832	\$6,468.00	\$3,786.42	\$1,350.00	No Bid	\$5,100.00
7960/13800					
333	\$6,022.00	\$3,704.84	\$1,350.00	No Bid	\$3,500.00
Adder for units with taps or dual voltage	\$1,650.00	\$0.00	N/A	No Bid	none
TRANSPORTATION COSTS					
Transportation from Bidder's Facility to Zone 1	\$975.00	\$0.00	\$2,400.00	\$958.00	Included
Transportation from Bidder's Facility to Zone 2	\$975.00	\$0.00	\$1,700.00	\$719.00	Included
Transportation from Bidder's Facility to Zone 3	\$975.00	\$0.00	\$1,200.00	\$1,699.50	Included
Transportation from Bidder's Facility to Zone 4	\$2,145.00	\$0.00	\$700.00	\$2,620.00	Included
Transportation from Bidder's Facility to Zone 5	\$2,145.00	\$0.00	\$3,400.00	\$1,955.00	Included

FLORIDA MUNICIPAL POWER AGENCY

PROVISION OF REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS ITB# 2024-105

VENDOR QUOTE ANALYSIS

Electrical Engineering Enterprises					Emerald Transformers					Miami Transformers					MP Predictive Technologies					Sunbelt Solomon Services				
REPAIR BASE PRICING					REPAIR BASE PRICING					REPAIR BASE PRICING					REPAIR BASE PRICING					REPAIR BASE PRICING				
KVA	Single Phase Pole mounts		Rewind		KVA	Single Phase Pole mounts		Rewind		KVA	Single Phase Pole mounts		Rewind		KVA	Single Phase Pole mounts		Rewind		KVA	Single Phase Pole mounts		Rewind	
	Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition
10	\$2,662	\$5,923			10	\$468.31	\$468.31	\$873.11		10	No Bid	\$970.67	\$2,500.00		10					10	\$390.00	\$382.50	\$2,160.90	
15	\$2,662	\$5,923			15	\$594.72	\$594.72	\$1,049.66		15	No Bid	\$970.67	\$3,100.00		15					15	\$395.00	\$418.50	\$2,160.90	
25	\$2,738	\$6,000			25	\$625.25	\$625.25	\$1,383.63		25	No Bid	\$1,027.00	\$3,450.00		25					25	\$400.00	\$459.00	\$2,160.90	
37.5	\$2,969	\$6,231			37.5	\$771.14	\$771.14	\$1,779.88		37.5	No Bid	\$1,040.00	\$3,550.00		37.5					37.5	\$427.00	\$634.50	\$3,282.30	
50	\$3,123	\$6,385			50	\$946.17	\$946.17	\$2,147.72		50	No Bid	\$1,137.50	\$3,850.00		50					50	\$493.00	\$783.00	\$3,282.30	
75	\$3,123	\$6,385			75	\$1,162.00	\$1,162.00	\$2,938.12		75	No Bid	\$1,250.00	\$4,700.00		75					75	\$614.00	\$922.50	\$3,756.60	
100	\$3,123	\$6,385			100	\$1,302.59	\$1,302.59	\$3,771.28		100	No Bid	\$1,650.00	\$5,900.00		100					100	\$635.00	\$1,404.00	\$4,069.80	
167	\$3,354	\$7,308			167	\$1,764.65	\$1,764.65	\$5,775.99		167	No Bid	\$2,450.00	\$6,250.00		167					167	\$755.00	\$1,773.00	\$4,644.00	
250	\$3,354	\$8,077			250	\$2,380.49	\$2,380.49	\$8,921.03		250	No Bid	\$3,500.00	\$6,950.00		250					250	\$1,253.00	\$2,974.50	\$7,772.40	
333	\$3,354	\$8,462			333	\$3,142.73	\$3,142.73	\$10,943.12		333	No Bid	\$4,000.00	\$8,000.00		333					333	\$1,518.00	\$4,158.00	\$10,878.30	
500	\$3,364	\$9,385			500	\$3,691.26	\$3,691.26	\$14,974.56		500	No Bid	\$4,450.00	\$10,300.00		500					500	\$1,750.00	\$5,854.50	\$15,284.70	
KVA	Single Phase Padmounts		Rewind		KVA	Single Phase Padmounts		Rewind		KVA	Single Phase Padmounts		Rewind		KVA	Single Phase Padmounts		Rewind		KVA	Single Phase Padmounts		Rewind	
	Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition
25	\$3,854	\$6,846			25	\$1,403.32	\$1,403.32	\$3,483.79		25	No Bid	\$2,240	\$3,675.00		25	\$1,980				25	\$1,045.00	\$1,177.20	\$3,335.40	
37.5	\$3,854	\$6,846			37.5	\$1,506.41	\$1,506.41	\$3,671.27		37.5	No Bid	\$2,280	\$3,750.00		37.5	\$1,980				37.5	\$1,095.00	\$1,305.00	\$3,697.20	
50	\$3,854	\$6,846			50	\$1,789.42	\$1,789.42	\$4,531.62		50	No Bid	\$2,500	\$4,000.00		50	\$1,980				50	\$1,137.00	\$1,348.20	\$3,818.70	
75	\$3,854	\$6,846			75	\$1,946.01	\$1,946.01	\$5,352.89		75	No Bid	\$2,850	\$4,950.00		75	\$1,980				75	\$1,386.00	\$1,544.40	\$4,375.80	
100	\$3,854	\$7,154			100	\$2,122.03	\$2,122.03	\$6,335.56		100	No Bid	\$3,700	\$6,100.00		100	\$1,980				100	\$1,583.00	\$1,803.60	\$5,110.20	
167	\$4,008	\$8,077			167	\$2,149.22	\$2,149.22	\$7,296.77		167	No Bid	\$4,250	\$6,500.00		167	\$1,980				167	\$1,845.00	\$3,496.50	\$9,838.80	
KVA	Three Phase Padmounts		Rewind		KVA	Three Phase Padmounts		Rewind		KVA	Three Phase Padmounts		Rewind		KVA	Three Phase Padmounts		Rewind		KVA	Three Phase Padmounts		Rewind	
	Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition		Minor	Recondition	Minor	Recondition
150	\$4,085	\$13,000			150	\$3,967.00	\$3,967.00	\$6,316.60		150	No Bid	\$8,800	\$22,900.00		150	\$2,580				150	\$3,974.00	\$5,418.90	\$13,633.20	
300	\$4,085	\$13,000			300	\$5,339.00	\$5,339.00	\$8,873.15		300	No Bid	\$13,500	\$27,000.00		300	\$2,580				300	\$4,157.00	\$6,052.50	\$16,096.50	
500	\$4,538	\$13,154			500	\$6,389.00	\$6,389.00	\$11,236.80		500	No Bid	\$13,850	\$30,900.00		500	\$2,580				500	\$4,249.00	\$7,015.40	\$20,857.50	
750	\$4,692	\$17,077			750	\$7,639.00	\$7,639.00	\$13,786.80		750	No Bid	\$14,500	\$38,950.00		750	\$2,580				750	\$6,556.00	\$8,199.90	\$24,262.20	
1000	\$5,231	\$18,692			1000	\$8,874.62	\$8,874.62	\$15,086.80		1000	No Bid	\$18,200	\$43,212.00		1000	\$3,480				1000	\$8,863.00	\$9,824.40	\$25,624.80	
1500	\$5,615	\$21,000			1500	\$10,389.00	\$10,389.00	\$22,570.00		1500	No Bid	\$19,350	\$49,995.00		1500	\$3,480				1500	\$12,500.00	\$13,050.00	\$32,134.50	
2000	\$6,077	\$22,646			2000	\$11,539.00	\$11,539.00	\$26,538.89		2000	No Bid	\$24,500	\$56,450.00		2000	\$3,480				2000	\$15,750.00	\$15,960.00	\$40,833.90	
2500	\$6,923	\$26,954			2500	\$14,347.27	\$14,347.27	\$31,486.80		2500	No Bid	\$29,125	\$63,735.00		2500	\$3,480				2500	\$1,800.00	\$18,673.20	\$45,709.20	
1PH polemounts	\$33,826	\$76,464	No Bid		1PH polemounts	\$16,849	\$16,849	\$54,558		1PH polemounts	\$0	\$22,446	\$58,550		1PH polemounts	No Bid				1PH polemounts	\$8,636.00	\$19,764.00	\$59,453.10	
1PH padmounts	\$23,278	\$42,615	No Bid		1PH padmounts	\$10,916	\$10,916	\$30,672		1PH padmounts	\$0	\$17,820	\$28,975		1PH padmounts	\$11,880				1PH padmounts	\$8,091.00	\$10,674.90	\$49,396.50	
3PH padmounts	\$41,246	\$145,523	No Bid		3PH padmounts	\$68,484	\$68,484	\$135,896		3PH padmounts	\$0	\$141,825	\$333,142		3PH padmounts	\$24,240				3PH padmounts	\$57,849.00	\$84,194.30	\$219,151.80	
TOTALS	\$98,350	\$264,602	No Bid		TOTALS	\$96,250	\$96,250	\$221,126		TOTALS	\$0	\$182,091	\$420,667		TOTALS	No Bids				TOTALS	\$74,576.00	\$114,633.20	\$328,001.40	

Note: All Parts and Oil are additional charge.

FLORIDA MUNICIPAL POWER AGENCY

PROVISION OF REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS ITB# 2021-105

VENDOR QUOTE ANALYSIS

Electrical Engineering Enterprises			Emerald Transformers			Miami Transformers			MP Predictive Technologies			Sunbelt Solomon Services		
DIAGNOSTIC TESTING PRICING			DIAGNOSTIC TESTING PRICING			DIAGNOSTIC TESTING PRICING			DIAGNOSTIC TESTING PRICING			DIAGNOSTIC TESTING PRICING		
Single Phase KVA	Pole mounts	Price	Single Phase KVA	Pole mounts	Price	Single Phase KVA	Pole mounts	Price	Single Phase KVA	Pole mounts	Price	Single Phase KVA	Pole mounts	Price
10		\$275	10		\$468.21	10		\$455	10		\$1,380	10		Included in Repair Cost
15		\$275	15		\$594.72	15		\$455	15		\$1,380	15		Included in Repair Cost
25		\$275	25		\$625.25	25		\$455	25		\$1,380	25		Included in Repair Cost
37.5		\$275	37.5		\$771.14	37.5		\$455	37.5		\$1,380	37.5		Included in Repair Cost
50		\$275	50		\$946.17	50		\$455	50		\$1,380	50		Included in Repair Cost
75		\$275	75		\$1,162.00	75		\$455	75		\$1,380	75		Included in Repair Cost
100		\$275	100		\$1,302.59	100		\$455	100		\$1,980	100		Included in Repair Cost
167		\$275	167		\$1,764.65	167		\$455	167		\$1,980	167		Included in Repair Cost
250		\$275	250		\$2,380.49	250		\$455	250		\$2,580	250		Included in Repair Cost
333		\$275	333		\$3,142.73	333		\$455	333		\$2,580	333		Included in Repair Cost
500		\$275	500		\$3,691.26	500		\$455	500		\$2,580	500		Included in Repair Cost
Single Phase Padmounts			Single Phase Padmounts			Single Phase Padmounts			Single Phase Padmounts			Single Phase Padmounts		
Single Phase KVA	Padmounts	Price	Single Phase KVA	Padmounts	Price	Single Phase KVA	Padmounts	Price	Single Phase KVA	Padmounts	Price	Single Phase KVA	Padmounts	Price
25		\$275	25		\$1,403.32	25		\$550	25		\$1,380	25		Included in Repair Cost
37.5		\$275	37.5		\$1,506.41	37.5		\$550	37.5		\$1,380	37.5		Included in Repair Cost
50		\$275	50		\$1,789.42	50		\$550	50		\$1,380	50		Included in Repair Cost
75		\$275	75		\$1,946.01	75		\$550	75		\$1,380	75		Included in Repair Cost
100		\$275	100		\$2,122.03	100		\$550	100		\$1,980	100		Included in Repair Cost
167		\$275	167		\$2,149.22	167		\$550	167		\$1,980	167		Included in Repair Cost
Three Phase Padmounts			Three Phase Padmounts			Three Phase Padmounts			Three Phase Padmounts			Three Phase Padmounts		
Three Phase KVA	Padmounts	Price	Three Phase KVA	Padmounts	Price	Three Phase KVA	Padmounts	Price	Three Phase KVA	Padmounts	Price	Three Phase KVA	Padmounts	Price
150		\$385	150		\$3,967.00	150		\$750	150		\$1,380	150		Included in Repair Cost
300		\$385	300		\$5,339.00	300		\$750	300		\$1,380	300		Included in Repair Cost
500		\$495	500		\$6,389.00	500		\$750	500		\$1,380	500		Included in Repair Cost
750		\$495	750		\$7,639.00	750		\$750	750		\$1,980	750		Included in Repair Cost
1000		\$495	1000		\$8,874.62	1000		\$750	1000		\$1,980	1000		Included in Repair Cost
1500		\$605	1500		\$10,389.00	1500		\$750	1500		\$1,980	1500		Included in Repair Cost
2000		\$605	2000		\$11,539.00	2000		\$750	2000		\$1,980	2000		Included in Repair Cost
2500		\$605	2500		\$14,347.27	2500		\$750	2500		\$1,980	2500		Included in Repair Cost
Substation Type Transformers			Substation Type Transformers			Substation Type Transformers			Substation Type Transformers			Substation Type Transformers		
Substation KVA	Type	Transformers Price	Substation KVA	Type	Transformers Price	Substation KVA	Type	Transformers Price	Substation KVA	Type	Transformers Price	Substation KVA	Type	Transformers Price
No Bid			TBD - see Exceptions & Clarifications			300 - 5,000			300 - 5,000			300 - 5,000		



**JOINT PURCHASE PROJECT
SPECIFICATION
FOR THE
REFURBISH, REPAIR, AND
DISPOSAL OF TRANSFORMERS**

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com



FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT

BID FOR

THE REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS

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INVITATION TO BID

(This is not an order)

R
E Florida Municipal Power Agency
T TO: 8553 Commodity Circle
U Orlando, Florida 32819-9002
R Attn: Sharon Samuels
N Info via Internet e-mail: bidinfo@fmpa.com

ITB FMPA 2024-105
Date Issued: March 14, 2024
Telephone: (407) 355-7767

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON April 18, 2024, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

DESCRIPTION

**MARCH 2024
FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT
BID FOR REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS**

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

PLACE OF DELIVERY: FOB DESTINATION

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

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

ADVERTISEMENT

Proposal For

MARCH 2024

**FLORIDA MUNICIPAL POWER AGENCY
BID FOR REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS**

INVITATION TO BID FMPA 2024-105

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 p.m., on April 18, 2024, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Refurbish, Repair, And Disposal Of Transformers for the following FMPA Members:

City of Bushnell
City of Chattahoochee
City of Green Cove Springs
City of Homestead
City of Quincy
Ft. Pierce Utilities Authority
Jacksonville Electric Authority (JEA)
New Smyrna Beach Utilities
Orlando Utilities Commission

Bid packages for this project may be obtained from FMPA by telephone (407) 355-7767, Contact Sharon Samuels.

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

Bids will be accepted for Refurbish, Repair, And Disposal Of Transformers provided by companies who have established, through demonstrated expertise and experience that they are qualified to perform the Refurbish, Repair, And Disposal Of Transformers specified. The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids. All bids must be firm for a period of 45 days after the date set for opening of bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT
TERMS AND CONDITIONS**

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

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

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

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

1. OVERVIEW

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

City of Bushnell	Ft. Pierce Utilities Authority
City of Chattahoochee	Jacksonville Electric Authority (JEA)
City of Green Cove Springs	New Smyrna Beach Utilities
City of Homestead	Orlando Utilities Commission
City of Quincy	

This bid is for a three (3) year contract for the requirement of Refurbish, Repair, And Disposal Of Transformers Services as listed.

2. PURCHASING SERVICES

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

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requesting bids for the specified services to be provided to all FMPA Members below:

Beaches Energy Services	City of Moore Haven	Gainesville Regional Utilities
City of Alachua	City of Mount Dora	Jacksonville Elect, Auth. (JEA)
City of Bartow	City of Newberry	Keys Energy Services
City of Blountstown	City of Quincy	Kissimmee Utility Authority
City of Bushnell	City of St. Cloud	Lake Worth Beach Utilities
City of Chattahoochee	City of Starke	Lakeland Electric
City of Clewiston	City of Tallahassee	New Smyrna Beach Utilities
City of Fort Meade	City of Wauchula	Ocala Electric
City of Green Cove Springs	City of Williston	Orlando Utilities Commission
City of Homestead	City of Winter Park	Town of Havana
City of Leesburg	Fort Pierce Utilities Authority	

It is anticipated that Municipal Electrical Systems other than those Participating Members listed in this paragraph may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

4. FMPA'S RESPONSIBILITY

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

5. SERVICES

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

6. QUANTITIES

The disposal and decontamination services listed in the Technical Specification section are the possible services that may be required by the Participating Members. However, the use of any one service is not guaranteed. Services listed are based on projected needs of the Participating Members but, it is specifically understood and agreed: (1) that these services may be utilized by one or more Participating Members; (2) that a particular service listed in the bid forms may not be utilized by any Participating Member and; (3) supplier shall not have any claim against FMPA and any participating member for any services not used during the term of this award.

6.1 Supplier shall include with the bid any standard performance procedures and/or minimum pick up amount.

6.2 In order to enhance the efficiency of joint purchasing and to minimize transportation costs, Supplier shall coordinate with FMPA and the

Participating Members, where practical to schedule pick up of materials at more than one location on each trip.

- 6.3 The Project Participating Member reserves the right to reject in whole or in part, any or all services/reports which in its judgment are not as specified, and reflects unsatisfactory performance. In this event, payment shall be withheld corresponding to value of the rejected service until such time as the service is complete and accepted as contracted.

7. EXTENSION OPTION

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

8. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

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

8.10 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of service will not be considered.

9. VARIANCE WITH APPLICABLE LAW

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

10. QUALITY TERMS/GUARANTY

The Vendor guarantees that the product/service will be as specified and will be free from defects in design, workmanship, and materials. If within the guarantee period the product/service fails to meet the provisions of this guarantee, the Vendor shall promptly correct any defects, including non-conformance with the purchase documents by adjustment, repair, or replacement of all defective parts or materials. The guarantee period shall begin on the date of delivery/service and shall end twelve months later.

11. BIDDER RESPONSIBILITY

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

12. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

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

If there are significant changes in the market, up or down, FMPA Members may consider a price change according to Section 12.4.

13. PRICES BID

- 13.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in providing service to the point of delivery.
- 13.2 Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 13.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

14. HONORING PRICES

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

15. RESERVED RIGHTS

- 15.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; 4) award to more than one bidder; and, 5) recommend award of the contract according to one of the following:
 - a) On a total order basis
 - b) On a city by city basis
 - c) On a line item basis
- 15.2 FMPA reserves the right to accept or reject any and/or all bids, or any part thereof and or/to waive irregularities and technicalities, and to request the submission of clarifying information. Also, FMPA reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.
- 15.3 To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

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

16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

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

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

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

17. PERFORMANCE BOND/SURETY

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

18. FINAL CONTRACT

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

19. INVOICES

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

20. OTHER BASIS FOR AWARD

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

- Time of Service
- Quality of workmanship as represented by references
- Capabilities to perform to the contractual requirements.

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

21. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Drive, Orlando, Florida 32819-9002 in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

22. BID DELIVERY REQUIREMENTS

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

23. CLARIFICATION AND ADDENDA

23.1 Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquires, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same. All addenda will be included on FMPA's web site at www.fmpa.com.

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

24. SEALED AND MARKED

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

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002

25. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall

invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

26. BID EXPENSES

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

27. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

28. THE RIGHT TO AUDIT

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

29. APPLICABLE LAWS

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

30. CODE OF ETHICS

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

31. COLLUSION

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

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

32. INDEMNITY

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

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

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

33. MODIFICATION OR WITHDRAWAL OF BID

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

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

34. ERRORS IN BIDS

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

35. NO BID

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

36. DESCRIPTIVE INFORMATION

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

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

37. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the

original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

38. USE OF TRADE NAMES

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

39. AUTHORIZED PRODUCT REPRESENTATION

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

40. REGULATIONS

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

41. CANCELLATION

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

42. ROYALTIES AND PATENTS

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

43. TAXES

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

applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

44. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

45. PUBLIC ENTITY CRIMES

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

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

46. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

47. BID TABULATION

Bidders will receive a copy of the Bid Tabulation and Award Recommendation Letter upon completion of the bid award process.

48. BUDGETARY CONSTRAINTS

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

49. SERVICES WARRANTIES**49.1 WARRANTY OF SERVICES**

Awarded bidder warrants that the services performed hereunder will reflect competent professional knowledge and judgment. If Participating Members gives the Awarded Bidder notice within a reasonable period after the services are completed that any services are defective Awarded Bidder shall re-perform such nonconforming services at no additional cost to the Participating Member.

49.2 Remedy

If Awarded Bidder breaches the warranty of care, Awarded Bidder shall upon Notice from Participating Member and without additional compensation, correct or revise any errors or deficiencies in the Work Products, and other Services.

50. INSPECTION AND ACCEPTANCE OF SERVICES

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

51. TERMINATION FOR DEFAULT

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

52. LIQUIDATED DAMAGES

52.1 If Awarded bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded bidder shall pay Participant the amounts listed below for each and every calendar day, including

Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

52.2 Awarded bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

52.3 Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded bidder.

52.4 Awarded bidder's payment of liquidated damages shall in no way relieve the Awarded bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

53. USE OF IDEAS

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

54. PUBLIC RECORDS

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

LOCATION OF FMPA MEMBERS State of Florida



TECHNICAL SPECIFICATION

Exhibit A - FMPA Agreement CONTRACT# ELE/240702
FMPA TECHNICAL SPECIFICATION
for
REFURBISH, REPAIR & DISPOSAL OF TRANSFORMERS

1. SCOPE

These specifications will apply to the contract for a comprehensive service program for distribution transformer minor repair, recondition, remanufacture/rewind, voltage regulator repair, recloser repair, and disposal of transformers (to include dual voltage units), meters, and capacitors.

2. GENERAL REQUIREMENTS

The contractor shall supply all labor, supervision, tools and equipment to repair/remanufacture, decommission transformers, voltage regulators and disposal, which includes disposal meters and capacitors.

Workmanship shall be of the highest quality. Contractor's facility/facilities used in the services of these specifications shall have permits as required by Toxic Substance Control Act (TSCA) for acceptance of PCB material/debris (commercial stores permit).

The Successful Bidder(s) will comply with all federal, state, county and city codes, standards, and regulations. In particular, the Successful Bidder(s) will be in compliance with the appropriate requirements of the following agencies or laws, as applicable:

EPA	Environmental Protection Agency
RCRA	Resource Conservation and Recovery Act
TSCA	Toxic Substances Control Act
DOT	Department of Transportation
FDEP	Florida Department of Environmental Protection

3. REPAIR/REMANUFACTURING

Transformers and Voltage Regulators are picked up on contractor's solely owned/operated trailers. Transformers and Voltage Regulators are unloaded in a covered secure area at contractor's facility. Upon request, Participating Member will provide all transformers PCB testing reports.

Classification of repairs will be listed as:

Minor
Recondition
Remanufactured

- 3.1 All complete rewinds will be exact voltages and taps as received from the Participating Member.

- 3.2 New nameplates are required on all rewinds. Nameplates will have all pertinent information from the old nameplates and will contain the new information as well.
- 3.3 "LABEL FILLED WITH NON-PCB OIL" statement will be placed on all transformers returned to the Participating Member.
- 3.4 All transformers returned to the Participating Member will have installed a new pressure relief device, including units with self-ventilating lids.
- 3.5 All transformers and Voltage Regulators shall have affixed the decal stating "Remanufactured By" and the KVA of the transformer and date.
- 3.6 All other markings shall meet ANSI requirements and utility specifications as requested. Details are to be as follows:
 - 3.6.1 Units painted green (pad mounts). Decals shall be yellow.
 - 3.6.2 Units painted gray (poles) – Decals shall be Black.
 - 3.6.3 Pole mount transformers tanks shall be painted light gray,
 - 3.6.4 Voltage Regulators shall be painted light grey, Keller Long Q-1-6792 ALKYD (for Beaches Energy Services). Other participants may require their units to be painted sky blue, Munsell # (9B-5PB,5-7PB), per ANSI 70.
- 3.7 All padmount transformers shall have rust proof coating applied from the bottom lid to the ground level, approximately 5 inches.
- 3.8 All pole and padmount transformers shall be marked externally with proper KVA size.
- 3.9 Pad mount transformers shall be painted dark green (Munsell – 7.54 – 3.29/1.5 olive green). Painted thickness shall be minimum of 2.5 mils.
- 3.10 Voltage Regulators shall have rust proof coating applied to the entire unit.
- 3.11 External tap changer handles shall be marked with position numbers or letters and the corresponding voltage position numbers and voltages will appear on the nameplate.

4. TESTING

Specifications for testing all units are to be as follows: Each repaired or remanufactured transformer must be accompanied by the complete test record. Test results in an electronic spread sheet format must be available upon request.

Oil - All reconditioned and remanufactured transformers and voltage regulators are to be filled with new oil.

- 4.3 New oil received will be tested to assure specifications have been met. (ANSXC57.12.00). Record of new oil testing is to be available for review.
- 4.4 The transformer dielectric fluid shall be certified by the transformer manufacturer as having a PCB content of less than two (2) ppm on a dry weight basis when tested in accordance with an EPA approved method. Any transformer which is not in compliance with this requirement will be returned to the manufacturer for replacement.
- 4.5 All transformers shall have an approved durable label with medium blue background and white lettering describing the dielectric fluid as non-PCB and stating its maximum PCB concentration at the time of manufacture. The label shall be affixed on tank below secondary bushings.
- 4.6 The maximum PCB concentration shall also appear on the nameplate.
- 4.7 Quality testing of oil will meet the following:

<u>Test</u>	<u>Acceptance Level</u>
Power Factor	25C - .05 Max. 100C - .30 MAX
Dielectric Breakdown	Min.. 30 KV (disc electrodes)
Acidity	.30 Max. mg KOH/g
Color	>50 Max. Comparator Reading

5. REPORTS

A report for each unit tested shall be provided to the owner. The reports shall include the following:

- 5.1 A table or summary of equipment information; KVA, HV, LV, Serial #, manufacturer name and date, type of unit, and any other pertinent information.
- 5.2 A summary listing of problems or marginal conditions discovered. Include comments and recommended repairs.
- 5.3 Photographs of units before testing.
- 5.4 Detailed diagnostic reports of Section 4 test results and other tests as Applicable.
- 5.5 The final report shall be completed and submitted to the facility owner no later than fifteen working days after completion of the project, unless otherwise directed by the owner.
- 5.6 The final report shall be submitted in hard copy and/or electronic version as directed by the owner.

6. MINOR REPAIR

Transformers and Voltage Regulators that are repairable without oil removal. Must meet the following conditions:

- 6.1 Turn to turn ratio test.
Acceptance level - must be less than 1/2 of 1 % or 0.5% deviation
- 6.2 Oil test.
Dielectric >27KV
Acidity - Pass at 0.03
Power Factor @ 25C < 0.05
- 6.3 Pressure/leak testing - after repair, unit is to be sealed and tested for leaks using the same criteria as for rewinds and reconditions.
- 6.4 Electrical tests - after pressure testing, the following are to be performed:
TTR
Core Loss
Induced potential
Applied potential
- 6.5 Electrical tests for Voltage Regulators shall include:
 - Step Voltage
 - TTR
 - Megger
 - Short Circuit
 - No Load
 - Hi-Pot
 - CT and PT functionality and accuracy
- 6.6 Units sent in for minor repair that fail specifications will be documented as to the reason transformer was not minored. The awarded provider shall provide the Participating Member with documentation and wait for utility approval and/or further direction.

7. RECONDITION

Specifications for recondition are as follows:

- 7.1 Fails minor repair specifications
- 7.2 Core loss test - maximum allowed is 10% above annualized loss level.
For 1993 the losses are as follows:
Transformers that fail the above will be classified as remanufacture.
- 7.2 All recondition transformers will meet the following requirements:
 - 7.3.1 No used parts of transformers to be decommissioned and used as replacement parts. All broken or failed parts are to be replaced with new parts. Parts used shall be free of defects.

All connectors are to be tinplated. High voltage, low voltage including transformer grounding lugs.

All cover bolts are to be of stainless steel.

Units are to be returned in like-new condition. Repaint tank (refer to Painting Requirements).

All gaskets are to be replaced with rubber gasket material.

Hot oil processed is to insure dry coil core, and coils are baked to remove moisture, returned to tank while hot and tank is filled with oil while under a vacuum.

8. REMANUFACTURE

All requirements for recondition with rewind criteria as follows:

- 8.1 Core and coil - design to meet loss criteria (see Attachment "Losses").
- 8.2 Core/coil are to be baked prior to assembly.
- 8.3 Vacuum process and oil fill (refer to Vacuum Process).
- 8.4 Additional test requirements:
 - a) Coil Loss
 - b) Test results are to accompany each unit upon return to the Participating Member.

All remanufactured units shall not exceed 50% of purchase price for the fiscal year. If the estimated price exceeds this criterion, the unit shall be decommissioned.

9. PRECONDITION LIST

Pre-condition list qualifies transformers to be rebuilt or remanufactured.

- a. Transformers and Voltage Regulators with brittle insulation should not be repaired.
- b. Transformers and Voltage Regulators older than twenty years should not be repaired.
- c. Transformers and Voltage Regulators with rusty cores should not be repaired.
- d. Transformers and Voltage Regulators with dark oil or signs of a failure ring (carbon ring) should not be repaired.
- e. Transformers and Voltage Regulators failing power factor insulation tests should not be further repaired or returned to the owner.

10. VACUUM PROCESSING

All units that are recondition and remanufactured are to be filled under vacuum. Oil pumped will be clean, dehydrated, declassified which meets ANSI C57.12.00 paragraph 6.6.1

Vacuum process limitations:

50 KVA and smaller – 5 minutes at <1.5 mm

75 KVA and larger -10 minutes at <1.5 mm

125 KV BIL, - allow an extra 5 minutes over the above values.

11. PRESSURE LEAK TEST

All units after oiled and capped will be pressure tested with dry nitrogen under the following:

Polemounts 25" diameter and less - 6 lbs.

Polemounts >25" diameter - 4 lbs.

Padmounts - single and three phase - 4 lbs.

Note - Padmounts are to be pressurized after cover has been welded on.

12. DISPOSITION OF MATERIAL

- a. No components from units greater than 25 ppm PCB's are to be reused for spare parts.
- b. All copper and aluminum are to be processed in metal reclamation furnace.
- c. Transformer nameplates are to be delivered back to participating member's Electric Department.
- d. All material leaving facility deemed for steel yards, foundries, and/or smelters are to be tested to be within EPA classification of non-detectable under TSCA.
- e. Decommissioning statements will be issued for each transformer, meter, and capacitor decommissioned.
- f. Boxes or containers are to be provided for decommissioned meters.

13. PCB WASTE DISPOSAL

All transformers, regulators, reclosers, circuit breakers, drums of oil that have PCB's greater than 500 parts per million are to be disposed at a licensed TSCA facility. Where applicable, method of disposal will be by incineration.

13.1 All capacitors will be incinerated (includes non-PCB capacitors).

13.2 Debris will be incinerated/land celled at EPA approved facilities.

- 13.3 Certificates of Destruction and all relevant documentation shall be sent to the Participating Member.
- 13.4 The awarded vendor shall provide the Participating Member with current status of the amount of PCB materials received from the utility and the amount of PCB disposed of by awarded vendor.
- 13.1 Prior to each pickup, the Successful Bidder(s) will specify the specific site, which is to receive the materials and submit to the Participating Member(s) a copy of the valid operating permit for that site.
- 13.2 Provide copies of Certificate of Insurance naming the participating utilities as a certificate holder.

14. TRANSPORTATION

Transportation of all material by the contractor will:

- a. Have all permits as required by State and federal regulations for transporting PCB material.
- b. Drivers are to be employees of the contractor.
- c. Drivers are to be fully trained and licensed with hazardous endorsement for commercial driver's license.
- d. Trailers are to be designed with containment to contain leaks that may occur in transit and also be equipped with covered tarps.
- e. Contractor is to submit copies of SPCC plan.

15. SPILL RESPONSIBILITY

The awarded bidder is solely responsible for any and all oil spills or leaks caused by the Bidder on Utility's property or while the equipment is in the custody of the Bidder while performing under the terms of this contract. At no cost to Utility, the Bidder shall contain, remediate, and restore the site of the spill in accordance with applicable State and Federal regulations, and, if on Utility property, in accordance with Utility requirements

16. GUARANTEE OF WORKMANSHIP

The contractor shall guarantee his workmanship for a period of 12 months from the date of installation and 18 months the date of delivery is accepted by the Participating Member, and the contractor shall bear the cost of repair or replacement due to faulty workmanship or material. Acceptance by the Participating Member will be the date payment is made to the contractor for the work.

17. VENDOR EVALUATION

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

18. INSURANCE REQUIREMENTS

The insurance provided by the Vendor pursuant to this Contract shall apply on a primary basis and any other insurance provided by FMPA Members shall be excess of and not contributory to the insurance provided by the Vendor. During the term of this agreement, except as specifically provided herein, the Contractor shall provide and maintain, at his sole cost and expense, insurance in the following types and amounts to cover all work under this agreement, including that done by sub-contractors.

The Vendor shall not commence any work on the contract until he has provided these Participating Members/utilities with proof of coverages required, in the form an original certified Certificate of Insurance properly signed by the authorized agent of the insurance company. The insurance company must be an eligible surplus lines company or a company authorized by the Florida State Department of Insurance to sell the specific insurance required or with respect to Worker's Compensation authorized as a group self-insurer by Florida Statue 440.57. The agent of the insurance company must be licensed to sell the insurance coverages required under this contract.

The Successful Bidder shall provide FMPA with certificates as evidence that required insurance is in effect prior to the commencement of services as required by this bid. Certificates of Insurance shall be provided within seven (7) working days after notification of award.

Without limiting any of the other obligations or liabilities of the Vendor, the following insurance coverages with indicated limits of liability are mandatory under this contract. Those coverages with no limits shown are not required.

VENDOR'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

- A. The Vendor acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Vendor shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.
- B. The Vendor's performance under this contract shall include, but not be limited to:
 - 1. Performance in a manner to minimize disturbance of or damage to the environment.
 - 2. To the extent caused by the performance of this contract by or on behalf of the Vendor, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.
- C. The Vendor shall be responsible for any fines, penalties, damage, or assessments made against the Vendor or FMPA Participating Member resulting from the performance of this contract by or on behalf of the Vendor.
- D. The Vendor's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

WORKERS COMPENSATION--EMPLOYER'S LIABILITY INSURANCE

Shall provide benefits consistent that will respond to all benefits as prescribed by Florida Statutes. To include employers Liability Insurance shall be provided in accordance with statutes of the Florida Workers Compensation Act, the Federal Longshore and Harbor Workers Act, Maritime including the Jones Act, Federal Employers Liability Act and any other applicable federal or state laws. Customarily provided under the standard Workers Compensation Policy shall provide the following limits:

•Each Accident	\$100,000.00
•Disease-Policy Limit	\$100,000.00
•Disease-Each Employee	\$100,000.00

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as published by the Insurance Services Office (ISO) as filed for use in Florida without the attachment of restrictive endorsements other than the elimination of medical payments and fire damage legal liability.

General Aggregate	\$2,000,000.00
Limit of Insurance per project	
Products/Completed Operation	\$2,000,000.00
(Coverage for 3 yrs. after contract completion)	
Personal & Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Other coverage required (Remove Policy Exclusions)	
_____ \$ _____	
_____ \$ _____	
_____ \$ _____	

BUSINESS AUTOMOBILE POLICY

This insurance shall cover those sources of liability which would be covered by Part IV of the latest edition of the standard business auto policy form (ISO) as filed for use in Florida without attachments of restrictive endorsements. Coverage's shall include owned, non-owned, and hired autos.

The policy shall be endorsed to include coverage as required by Section 29 and 30 of the Motor Carrier Act of 1980 (MCS 90).

Each Occurrence Bodily Injury and Property Damage Liability Combined:
\$1,000,000.

ADDITIONAL NAMED INSURED

FMPA Participating Member/utilities shall be included as additional named insured for Comprehensive General Liability Form (ISO) and Business Automobile coverage's. The successful bidder shall provide FMPA and/or Participating member with certificates as evidence that required insurance is in effect prior to the commencement of services as required by this bid.

WAIVER OF SUBROGATION

The Contractor's Workers Compensation, Commercial General Liability and Business Automobile insurance shall include a Waiver of Transfer of RIGHTS OF Recovery against others to FMPA Participating Members/utilities '(ISO Form). FMPA Participating Members/utilities must be named in the schedule for the specific project involved.

ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

Insurance shall cover the Contractor for those sources of liability arising out of the rendering of or failure to render specified service in the performance of this contract including any hold harmless and/or Pollution Liability Coverage Form (ISO Form) including the Insured Site Definition (Contractors) Form (ISO Form) without restrictive endorsements.

The minimum limit to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be:

<u>Site Specific Coverage:</u>	<u>\$500,000.00</u> each loss
(Applicable to disposal and storage sites)	<u>\$500,000.00</u> aggregate

<u>Off-Site Coverage:</u>	<u>\$500,000.00</u> each loss
(Applicable to disposal operations at non-owned sites)	<u>\$500,000.00</u> aggregate

If written on a claims made form, such insurance shall be maintained in force so that it will respond to claims arising out of accidents, occurrences, and incidents happening after the commencement of this contract, but before the end of five (5) years after the contract completion date.

The Contractor shall provide the FMPA Participating Members/utilities a certified copy of the Environmental Impairment Liability insurance coverage required above. In addition, the Contractor shall require the Owner of the disposal or storage site, if different from the Contractor, to furnish a certified copy of its Environmental Liability Policy.

THIS FORM IS TO BE USED IN CONJUNCTION WITH
FMPA PARTICIPATING MEMBERS/UTILITIES INSURANCE REQUIREMENTS

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY**DEDUCTIBLES**

Liability policies are _____ Occurrence _____ Claims Made

Insurance Agency

Signature

BIDDERS STATEMENT

In consideration of this contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses herein and which will become a part of the contract, the signing of which confirms the Vendor's acceptance.

DATE _____ FIRM NAME _____

SUBMITTED BY: _____

Print/Title

SIGNATURE _____

WITNESS _____

NOTE: EACH BIDDER SHALL PROVIDE A COPY OF COMPLETED CERTIFICATE OF INSURANCE COMPLYING WITH THE AFOREMENTIONED INSURANCE REQUIREMENTS OR SIGN AND DATE ABOVE AGREEING TO PROVIDE SUCH INSURANCE UPON AWARD OF BID.

NOTICE: THIS SIGNATURE BLOCK PERTAINS TO AGREEMENT TO ENTIRE TERMS & CONDITIONS. FAILURE TO PERFORM ABOVE NOTED ACTION MAY RESULT IN NON-COMPLIANCE WITH THESE SPECIFICATIONS.

19. ADDITIONAL BID SUBMITTAL REQUIREMENTS

Responding vendors must submit, with their bid, supporting documentation outlining the following:

- 19.1 Certifications/Licenses/Permits - Bidders are to submit documentation of facility/facilities certifications, licenses, and/or permits to provide the scope of work as indicated in Section 1 of this technical specification and in accordance with Section 2 of this technical specification. FMPA and Participating Members shall be notified of any change(s) occurring regarding the status of licenses. The license must be valid at time of bid opening and throughout the contract period.
- 19.2 References – Bidders are to submit a list of three (3) references. Bidders must be prepared to show, that they have the necessary facilities, equipment, and financial resources to perform services in a satisfactory manner and within the times specified.
- 19.3 Insurance – Bidders are to submit current Certificate of Insurance documents with bid submittal. Bidders must provide insurance requirements as outline in this bid, prior to commencement of any work and shall hold all insurance requirements, per Section 18, for the life of the bid award.

**PROPOSAL TO FURNISH AND DELIVER
REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

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

I hereby propose to furnish the service and materials specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached BF-2 and BF-3.

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

Prompt Payment Discount: ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place as appropriate as indicated on BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

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

Number _____	Dated _____
Number _____	Dated _____
Number _____	Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____
(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Screen Tests _____

Disposal of PCB Oil _____

Transportation Costs (Please see Location Map on Page TC-15)

Credit for Decommission Transformers - Units that do not complete the repair process per specification.

- Single Phase Pole Transformers _____ \$/kVA
- Single Phase Padmount Transformers _____ \$/kVA
- Three Phase Padmount Transformers _____ \$/kVA
- Dual Voltage Transformers _____ \$/kVA
- Substation Type Transformer _____ \$/kVA
- Electric/Water Meters _____ \$/LBS

Transportation from Bidder's Facility to Zone 1 _____

Transportation from Bidder's Facility to Zone 2 _____

Transportation from Bidder's Facility to Zone 3 _____

Transportation from Bidder's Facility to Zone 4 _____

Disposal costs _____

- Line Regulators _____
- OCRs and Oil Switches _____
- Non-PCB capacitors _____
- PCB capacitors _____

Transportation from Bidder's Facility to Zone 5 _____

Decommissioning Cost for Substation Transformers _____

Please list any miscellaneous transportation costs/surcharges, not included in the price, below:

Diagnostic Testing		
Single Phase Pole Transformers		
KVA	Price	
10		
15		
25		
37.5		
50		
75		
100		
167		
250		
333		
500		
Single Phase Padmount Transformers		
KVA	Price	
25		
37.5		
50		
75		
100		
167		
Three Phase Padmount Transformers		
KVA	Price	
150		
300		
500		
750		
1000		
1500		
2000		
2500		
Substation Type Transformer		
	Price	

Repair Base Pricing			
Single Phase Pole mounts			
KVA	Minor	Recondition	Rewind
10			
15			
25			
37.5			
50			
75			
100			
167			
250			
333			
500			
Single Phase Padmounts			
KVA	Minor	Recondition	Rewind
25			
37.5			
50			
75			
100			
167			
Three Phase Padmounts			
KVA	Minor	Recondition	Rewind
150			
300			
500			
750			
1000			
1500			
2000			
2500			

Adder for units with taps or dual voltage _____

Regulator Repair Base Pricing			
7620 Volts			
KVA	Price	KVA	Price
38		72	
57		144	
76		288	
114		432	
167		576	
250		832	
333		7960/13800	
334		333	
Recloser Repair			
Type	Price		
Base Price			
Oil			
Gaskets			
Arrestor			
Tank Wall Liner			
Bolt Kit			
Terminal Plating			
Lead Insulation Kit			
Bushing			
Coil			

Please list any miscellaneous costs (not included in the price), which may impact cost of service, below:

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

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

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

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Vendor's Signature

Date

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

STATEMENT OF NO BID

Sharon Samuels
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

Reference: ITB# 2024-105

We, the undersigned, have declined to bid on your Invitation to Bid Number 2024-105 March 2024, Florida Municipal Power Agency Joint Purchase Project bid for Refurbish, Repair, and Disposal Of Transformers - for the following reason(s):

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

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

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

**REFURBISH, REPAIR, AND DISPOSAL OF TRANSFORMERS
AFFIDAVIT OF COMPLIANCE
FMPA Bid No. 2024-105**

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____



Thanks for your interest in serving our Members.