



110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Main Number: (352) 629-8402
www.bidocala.com

The City of Ocala is accepting sealed electronic submissions for:

**PURCHASE AND STOCK OF
SINGLE AND THREE-PHASE PAD AND POLE-MOUNT
TRANSFORMERS
REQUEST FOR PROPOSALS (“RFP”) #: ELE/250274**

Official copies of all solicitation documents may be obtained via electronic download from the City of Ocala’s e-procurement portal located at: <https://www.bidocala.com>

**** Copies of documents obtained from any other source are not considered official copies. ****

Deadline for Questions: February 25, 2025 at 5:00 p.m. (EST)

All questions or inquiries regarding this solicitation must be submitted via e-mail to the Buyer Contact identified below or via the e-procurement portal no later than the Deadline for Questions noted above. Any questions received after the deadline will not be considered.

Where to Submit Proposals: City of Ocala’s E-Procurement Portal:
<https://www.bidocala.com>

Submission Deadline: March 17, 2025 at 2:00 p.m. (EST)

Sealed electronic submissions shall be accepted up to the Submission Deadline. Submissions received after the deadline and/or transmitted to the City of Ocala outside of the e-procurement portal shall be rejected. The e-procurement portal’s timestamp shall be conclusive as to the timeliness of filing.

Vendor Registration: Bidders must be a registered vendor within the ProRFx e-procurement portal in order to submit a response to this Solicitation. **There is no charge to register, simply follow the registration path for “New Vendor Registration” at <https://www.bidocala.com>.**

**Buyer Contact/
Direct All Inquiries To: BRITTANY CRAVEN**
E-Mail: bcraven@ocalafl.gov
Phone: (352) 629-8544

Notice to Proposers: The point of contact for all questions and issues relating to this Solicitation shall be the Buyer Contact identified above.

To ensure that your submission is deemed responsive, you are urged to request clarification or guidance regarding any issues involving this solicitation **prior to submitting** your response.

THE CITY OF OCALA RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMISSIONS

SECTION 1 INTRODUCTION AND GENERAL INFORMATION

The City of Ocala seeks competitive proposals from interested and qualified vendors for the supply of high-use single and three-phase pad and pole mount transformers. The principal purpose of this Request for Proposals (RFP) is to establish one or more contracts through competitive negotiation for the purchase of new transformers by the City of Ocala in support of Ocala Electric Utility and the City's Utilities Services Warehouse on both an as needed and emergency basis.

1. **EXHIBITS:** The following Exhibits are incorporated into and made a part of this Solicitation as if fully set forth herein.
 - (a) **EXHIBIT A:** Price Proposal Form for Unit Pricing with Loss Evaluation
 - (b) **EXHIBIT B:** Sample Transformer Information Sheet
 - (c) **EXHIBIT C:** Transformer Reserve Stocking Quantities
2. **LOCAL VENDORS.** The City of Ocala encourages active participation by local vendors. In accordance with Section 22-2 of the City's Code of Ordinances, this Solicitation **DOES NOT QUALIFY** for Local Vendor Preference.
3. **QUESTIONS AND CLARIFICATIONS.**
 - (a) Proposers are responsible for verifying all listing information prior to submitting a response to the Solicitation.
 - (b) Proposers must communicate any questions regarding this Solicitation by the deadline set forth above.
 - (c) Any and all questions must be submitted to the Procurement Department electronically via www.bidocala.com. Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates.
 - (d) If necessary, any addenda shall be posted to the www.bidocala.com website.
 - (e) It is our standard policy that no addendum will be issued less than three (3) calendar days prior to the deadline established for receipt of proposals, except for an addendum withdrawing the solicitation or one which includes postponement of the date for receipt of proposals.
 - (f) No verbal or written information obtained by means other than those set forth in this Solicitation, or by addendum thereto, shall be binding upon the City.
4. **AMENDMENTS TO SOLICITATION.**
 - (a) Should it become necessary for the City to revise or amend any part of a solicitation, Procurement and Contracting Department staff shall furnish the revision or amendment via written addendum, comment, and/or question and answer posted in the City's e-procurement system under the appropriate solicitation.
 - (b) Addenda, comments, questions, and answers should be reviewed by interested parties. Lack of review will not excuse Proposers from adherence to any requirements set forth therein.
 - (c) If there is a discrepancy with the scope of work that City determines, in its sole discretion, to be unfair to the Proposers, City may postpone the bid opening at any time in order to make corrections. City further reserves the right to extend the bid opening at any time during the bid process.
5. **ADA NEEDS/ACCOMMODATIONS:** If reasonable accommodations are needed in order for an interested Proposer to participate in this solicitation, please contact the Buyer Contact identified above at least forty-eight (48) hours in advance so that arrangements can be made.
6. **MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.** The City of Ocala encourages the active participation of minority businesses, women's businesses, and labor surplus area

firms whenever possible as either prime contractors or subcontractors. If subcontracts are to be let through a prime subcontractor, the prime contractor is required to take the following affirmative steps:

- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) when economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. **CERTIFICATION OF ACCEPTANCE**: By responding to this solicitation, Proposer certifies that he/she has carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge no pages or parts of the documents appear to have been omitted and that he/she fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.
8. **COST INCURRED IN RESPONDING**. All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the Proposer.
9. **INDULGENCE**. Indulgence by the City on any non-compliance by the Proposer does not constitute a waiver of any rights under this request.
10. **FEDERAL DEBARMENT**. By submitting a proposal, the Proposer certifies that no principal (including officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. **PUBLIC ENTITY CRIMES**. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO(\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
12. **E-VERIFY**. The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any sub-consultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.
13. **MATERIALS**. Materials submitted in response to this solicitation shall become the property of the City.
14. **INTELLECTUAL PROPERTY RIGHTS**. The Proposer will indemnify and hold harmless, the City from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the City.
15. **CONFLICTS OF INTEREST**

- (a) The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest.
- (b) All Proposers are required to disclose the name(s) of any employee(s), officer(s), director(s), shareholder(s), or other agent(s) of their firm that are also employee(s) or public official(s) of the City of Ocala concurrently with the submission of their Proposal.
- (c) All Proposers are required to disclose the name(s) of any City of Ocala employee(s) or public official(s) who either directly or indirectly owns or holds a five percent (5%) or more interest in Proposer's firm, corporation, or other business entity.
- (d) City of Ocala employees appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to state and federal laws and regulations and the City of Ocala Employee Handbook, as applicable.
- (e) Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City must complete and submit an "Officer and Employee Disclosure Statement" with every submission. This statement is available at <http://www.bidocala.com/wp-content/uploads/Officer-and-Employee-Disclosure-Statement-and-Intro.pdf>. **Failure to disclose known conflicts of interest shall result in Proposal rejection and/or contract termination, if awarded.**

16. **ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS.**

- (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, or any other group who seeks to influence the decision of a City Council member or City personnel after the advertisement of a solicitation and prior to the vote of City Council on the award of a contract.
- (b) To ensure fair consideration for all Proposers, the City strictly prohibits Proposer communication relative to this solicitation with any employee, department, City official, or City Council member, regardless of whether written, verbal, or through a third party, except for those inquiries made directly to the Procurement and Contracting Department through the assigned Buyer Contact, the City's Procurement Manager, or the City's Procurement and Contracting Officer ("Assigned Procurement Personnel").
- (c) Proposers (including their agents or other third parties on their behalf) are prohibited from initiating any communication with any employee, department, City official or City Council member that will evaluate or consider the Proposal prior to and up to the time that award is made at a scheduled City Council meeting.
- (d) Proposers (including their agents or other third parties on their behalf) are prohibited from discussing this Solicitation, or their submittals thereto, with competing firms under this Solicitation. All oral and written inquiries must be directed through Assigned Procurement Personnel.
- (e) **Proposers (or any third-party on their behalf) who lobby or initiate otherwise prohibited communications shall be disqualified from consideration for award; AND may be subject to a three (3) year debarment from doing business with the City of Ocala.**

17. **PUBLIC RECORDS.** All written competitive submissions received by the city pursuant to this RFP including all replies, oral presentations, other submissions, correspondence, meetings and records made thereof, and any other records concerning this solicitation shall be handled in accordance with Chapter 119, Florida Statutes, and Article 1, Section 24, of the Florida Constitution.

- (a) Sealed proposal responses or replies received by the City in response to its solicitations are exempt from public disclosure until such time as the City provides notice of an intended decision or until thirty (30) days after the opening of the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from

public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.

- (b) Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.
- (c) **THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.**

18. **ANTI-COLLUSION STATEMENT.** By responding to this Solicitation, Vendor certifies that the following statements are true:

- (a) All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.
- (b) Proposer's submission is made without prior understanding agreement, or connection with any person, firm, or corporation submitting a bid for the same work, labor, or service to be done or supplies, materials, or equipment to be furnished and is in all respects fair and without collusion or fraud. Proposer understands that collusive bidding is a violation of state and federal law and may result in fines, prison sentences and civil penalties.
- (c) Proposer's submission has been arrived at independently and without consultation, communication, or agreement, or for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or competitor.
- (d) Unless otherwise required by law, the prices which have been (or will be) quoted by Proposer in this submission have not been knowingly disclosed by Proposer and will not be knowingly disclosed by Proposer, either directly or indirectly, to any other bidder or competitor prior to the Solicitation opening date.

END OF SECTION

SECTION 2

BACKGROUND INFORMATION, MINIMUM QUALIFICATIONS, AND INSURANCE REQUIREMENTS

2.1. **BACKGROUND INFORMATION**

The City of Ocala ("City") seeks competitive proposals from interested and qualified vendors for the supply of high-use single and three-phase pad and pole mount transformers. The principal purpose of this Request for Proposals (RFP) is to establish one or more contracts through competitive negotiation for the purchase of new transformers in support of Ocala Electric Utility and the City's Utilities Services Warehouse on both an as needed and emergency basis.

The City of Ocala, incorporated in 1885, is the largest municipality located in Marion County. The daily operations associated with this municipality include public safety (police and fire), electric and fiber utilities, parks and recreational activities, street maintenance, water/wastewater services, stormwater improvements, community development, planning and zoning, and general administration.

The City operates a municipal electric system to serve the citizens of the City and several outlying areas. The Director of the Electric Department (or his or her designee), in conjunction with the Utilities Services Warehouse Manager, shall serve as the monitor of the conditions of the contract and shall work directly with the successful proposer(s) on an as-needed basis to schedule and coordinate the performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract.

2.2. **MINIMUM QUALIFICATIONS (PRE-QUALIFICATION REQUIREMENTS)**. As part of the selection process, proposers must first demonstrate they are qualified to participate in the solicitation process by clearly showing they meet the minimum qualification requirements set forth in this Section in order to be considered:

- (a) Must be able to provide proof of verifiable experience supplying and delivering products of a similar scope as those outlined in this Solicitation to an electric provider and/or utility company for a period of no less than five (5) years.
- (b) Must be able to provide at least three (3) electric and/or utility company references who have received transformers from the quoted transformer manufacturers and who can attest to proposer's experience and services on similar purchases. For each reference identified, proposer must provide the name of the entity, contact person, phone number, email address. Must have a satisfactory record of contractual performance as demonstrated by the references provided. Project references shall be provided in submittals as instructed and will be verified by City staff prior to further consideration.
- (c) Based on the City's operation and performance needs, the City has determined that the following equipment manufacturers are qualified to meet those needs:
 - (1) ABB
 - (2) Central Moloney
 - (3) Cooper Power
 - (4) Ermco
 - (5) GE or GE Prolec
 - (6) Howard Industries
 - (7) Kuhlman
 - (8) Pauwels

Proposals received from Proposers offering to supply equipment from manufacturers other than those identified will not be considered.

- (d) Proposer must have and maintain a facility capable of providing transformers, parts, training, and emergency maintenance repairs within 500 miles of the City's Utilities Services Warehouse (1805 NE 30th Avenue, Building 700, Ocala, FL 34470).

2.3. INSURANCE REQUIREMENTS

- (a) **COMMERCIAL AUTO LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations.
- (b) **COMMERCIAL GENERAL LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement commercial liability insurance with minimum coverage limits not less than:
- (1) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - (2) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - (3) Policy must include coverage for contractual liability and independent contractors.
- (c) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws. Vendor shall ensure any and all subcontractors have the required coverage for all of their employees as required by applicable law. Vendor shall waive, and shall ensure that its insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages.
- (d) **CITY AS ADDITIONAL INSURED AND ENDORSEMENTS.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this section with the exception of Workers' Compensation and Professional Liability policies. Awarded vendor's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Vendor's Commercial General Liability policy shall be endorsed with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of vendor.
- (e) **FAILURE TO MAINTAIN REQUIRED COVERAGE.** In the event that the awarded vendor fails to obtain or maintain in full force and effect any required insurance coverage, the City may procure same from insurance carriers as the City may deem proper, irrespective that a lesser premium for such insurance coverage may be available, and Vendor shall pay, upon demand by City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing, in the event City is forced to procure the required insurance coverage due to awarded vendor's failure to comply with these Insurance Requirements, City shall in no manner be liable to awarded vendor for any insufficiency or failure of coverage with regard to same or any loss to Vendor occasioned thereby. Additionally, the procurement of such insurance coverage shall not relieve awarded vendor of its obligation to maintain said coverage in the types and amounts specified herein and awarded vendor shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from awarded vendor's failure to maintain said coverage.

(f) **OTHER MISCELLANEOUS INSURANCE PROVISIONS.**

- (1) These insurance requirements shall not relieve or limit the liability of awarded vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect awarded vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover awarded vendor.
- (2) No work shall be commenced under any contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- (3) Awarded vendor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

END OF SECTION

SECTION 3 SCOPE OF PROFESSIONAL SERVICES

The City of Ocala ("City") seeks competitive proposals from interested and qualified vendors for the supply of high-use single and three-phase pad and pole mount transformers. The principal purpose of this Request for Proposals (RFP) is to establish one or more contracts through competitive negotiation for the purchase of new transformers by the City of Ocala in support of Ocala Electric Utility and the City's Utilities Services Warehouse on both an as needed and emergency basis.

3.1. INITIAL CONTRACT TERM AND RENEWAL OPTIONS. The resulting contract will be awarded for an initial term of **THREE (3) YEARS** with **TWO (2), ONE-YEAR (1-Year)** renewal options at the discretion of the City.

3.2. SINGLE PHASE POLE-MOUNTED TRANSFORMERS

(a) ELECTRICAL SPECIFICATIONS.

- (1) Single voltage overhead conventional pole type; 7200/12470Y (secondary voltage to be specified), 60 Hertz;
- (2) Class OA;
- (3) 65 deg. C. rise;
- (4) No taps unless otherwise specified, complete with ester oil;
- (5) Two primary cover bushings;
- (6) Low-voltage tank-wall bushings with tin-plated clamp type eyelet terminals to accommodate copper and aluminum conductor or secondary connectors with a minimum 5/8" stud.
- (7) Transformer tank to be equipped with automatic pressure relief valve with external release for manual operation with switch stick;
- (8) Transformers to conform to latest ANSI and NEMA Standards. All transformers to be equipped with two (2) hanger brackets on same side of transformer.
- (9) Each transformer shall have an arrester mounted to the transformer tank by means of an "L" type bracket. (This kit contains a flat copper ground strap, a 16" piece of #4-5kv insulated 7 stranded copper conductors with 3/8" terminal lugs at both ends, 2 mounting bolts, and 2 washers). The arrester shall comply with OUS AURSI catalog number E02-01-0009.
- (10) All transformers shall be supplied with owner specified sequential identification numbers per Uticom Catalog number U358HS15-#.
- (11) All 167 KVA and larger transformers shall have 2, 2 1/2 % taps above and two 2 1/2 % taps below rated voltage with an external operating handle.
- (12) All single-phase pole mount 833 KVA transformers shall have two primary bushings wells compatible with 8.3 KV 200-amp primary load break elbow terminators.

(c) NAMEPLATE AND PCB INFORMATION.

- (1) Nameplate shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C-57.12.00 latest version.
- (2) Transformer oil shall contain natural ester oil, containing no PCBs, and the nameplate shall indicate same.
- (3) Each transformer's secondary lead shall be permanently marked with the letter A, B, C, or D corresponding to the nameplate diagram, by stamping the metal ends.

3.3. SINGLE PHASE PAD-MOUNTED TRANSFORMERS

(a) ELECTRICAL SPECIFICATIONS.

- (1) High voltage shall be 12,470/7,200Y. Low voltage shall be 120/240, 60 Hertz
- (2) Class OA, with ester oil;
- (3) 65 deg. C.Rise.
- (4) Transformers shall be of loop feed design with no switching.
- (5) High voltage bushings shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with one storage bushing bracket adjacent to high voltage bushings.
- (6) Transformers shall be equipped with R.T.E. bayonet type oil immersed high voltage fuse with combination fault sensing and overload sensing fuse link or approved oil immersed equal high voltage fuse.
- (7) Low voltage bushings shall be furnished with 5/8" threaded studs for transformers below 100 KVA and 1" threaded stud for sizes 100 KVA and larger.
- (8) Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments.
- (9) Included brass nuts for 5/8" and 1" threaded studs.
- (10) Primary and secondary bushings shall be arranged to conform to ANSI standard C57.12.25-1990 Type 2.
- (11) All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#.
- (12) All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

(b) PHYSICAL SPECIFICATIONS.

- (1) Transformers shall be of low profile design with pitched top to facilitate water run-off.
- (2) High and low voltage compartments shall be completely sealed when door is closed with no exposed removable parts.
- (3) A captive penta head bolt shall be provided for securing the door combined with a recessed integral locking provision to accommodate a standard padlock. The door shall be mounted with stainless steel hinge pins.
- (4) The finish coat of paint shall be Munsell pad mount green 7GY3.29/11.5

(c) NAMEPLATE AND PCB INFORMATION.

- (1) Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version.
- (2) Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same

3.4. THREE PHASE PAD-MOUNTED TRANSFORMERS

(a) ELECTRICAL SPECIFICATIONS.

- (1) High voltage shall be 12,470/7,200V, low voltage shall be 120/208V wye or 277/480V wye, or 120/240V delta with center tap, 60 Hertz;
- (2) Class OA, with ester oil;

- (3) 65 deg. C.Rise.
- (4) Transformers shall be of loop feed design with no switching.
- (5) High voltage bushings shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with three storage bushing brackets adjacent to high voltage bushings.
- (6) Transformers shall be equipped with R.T.E. bayonet type sensing and overload sensing fuse links or approved oil immersed equal high voltage fuse.
- (7) Low voltage bushings shall be furnished spade type terminals with holes on NEMA standard spacing.
- (8) Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments.
- (9) All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#.
- (10) All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

(b) PHYSICAL SPECIFICATIONS.

- (1) Transformers shall be of profile design.
- (2) High and low voltage compartments shall be completely sealed when doors are closed with no exposed removable parts.
- (3) A captive penta head bolt shall be provided for securing the doors combined with a recessed door handle to accommodate a standard padlock.
- (4) The high voltage compartment shall be on the left, separated from the low voltage compartment by the fixed steel barrier. It shall be impossible to open the door of the high voltage compartment without having first opened the door of the low voltage compartment.
- (5) Transformers shall be designed with provisions for installation on a flat concrete pad.
- (6) The base of both compartments shall be open to provide maximum accessibility for conduits and/or conductors.
- (7) The door shall be mounted with stainless steel hinge pins.
- (8) The finish coat of paint shall be Munsell pad mount green.
- (9) All transformers 500 KVA and larger shall have externally operated no-load high voltage tap changers. Taps to be two 2 1/2% above and two 2 1/2% below normal voltage.
- (10) All transformers with a rating of 150 KVA and above shall have an access hole located in the top of the oil filled compartment, centered laterally and 6 inches behind the bushing mounting surface. This access hole shall be 16 inches x 24 inches in area and sealed from weather using conventional methods.
- (11) All transformers will have 1 inch gate valve and plug located in the bottom-right of the primary compartment. The valve shall be located 6 inches away from the walls of the transformer to allow easy operation by hand. Park bushing stands located in primary compartment will comply with ANSI Standards C57.12.26 figure 2. Secondary bushing on all transformers shall be at least 36 inches but will not exceed 48 inches from the bottom of the transformer. Spacing of the secondary bushings shall conform to Figure- 1 of this specification. All drip plates located below the bayonet fuses shall inhibit the oil from making contact with the primary bushings. It shall also drain itself away from the primary bushing.

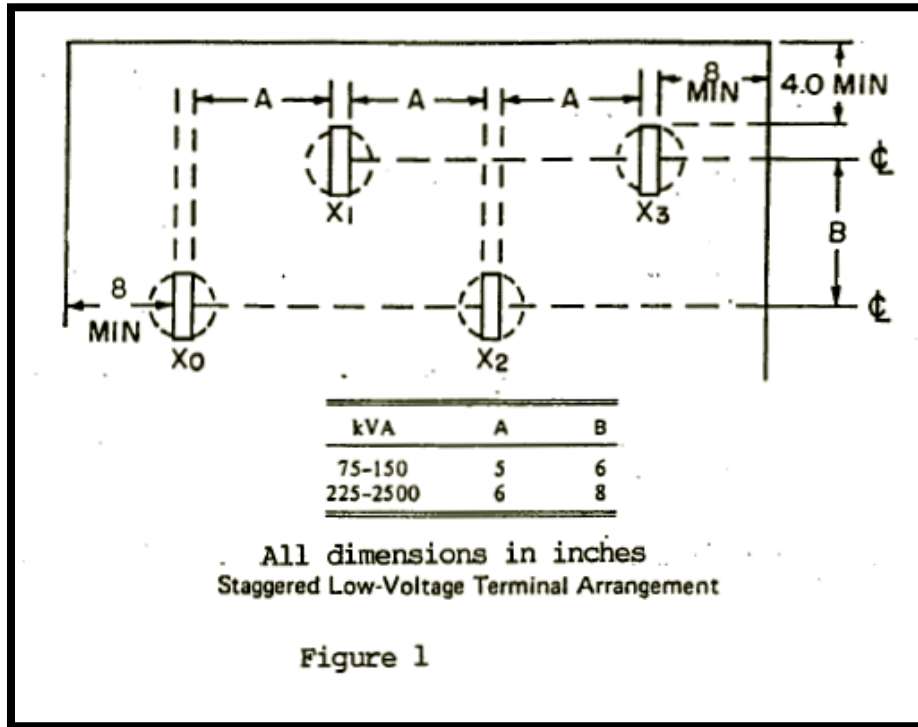
- (12) THE LOW VOLTAGE BUSHINGS ON UNITS RATED 150 KVA AND LARGER SHALL BE SUPPORTED WITH AN INSULATING MATERIAL in a manner designed to counteract any downward forces resulting from the connection of multiple cables to the bushings.

(c) **NAMEPLATE AND PCB INFORMATION.**

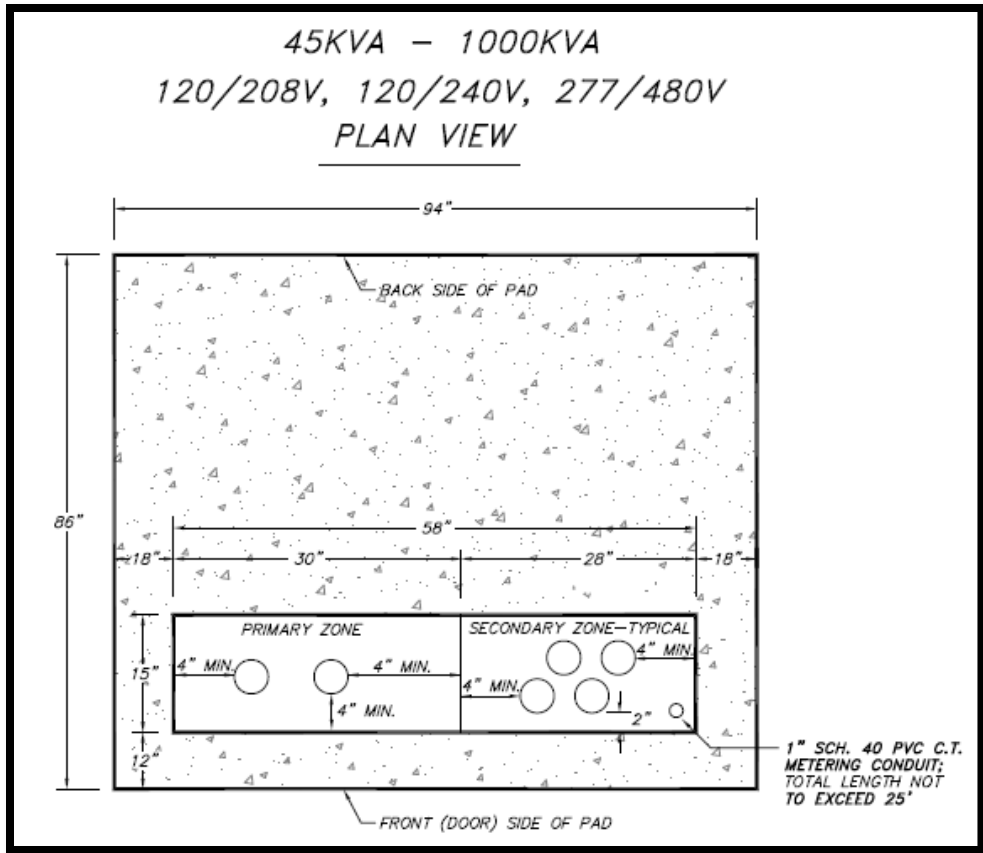
- (1) Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version.
- (2) Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same

3.5. TRANSFORMER DRAWINGS

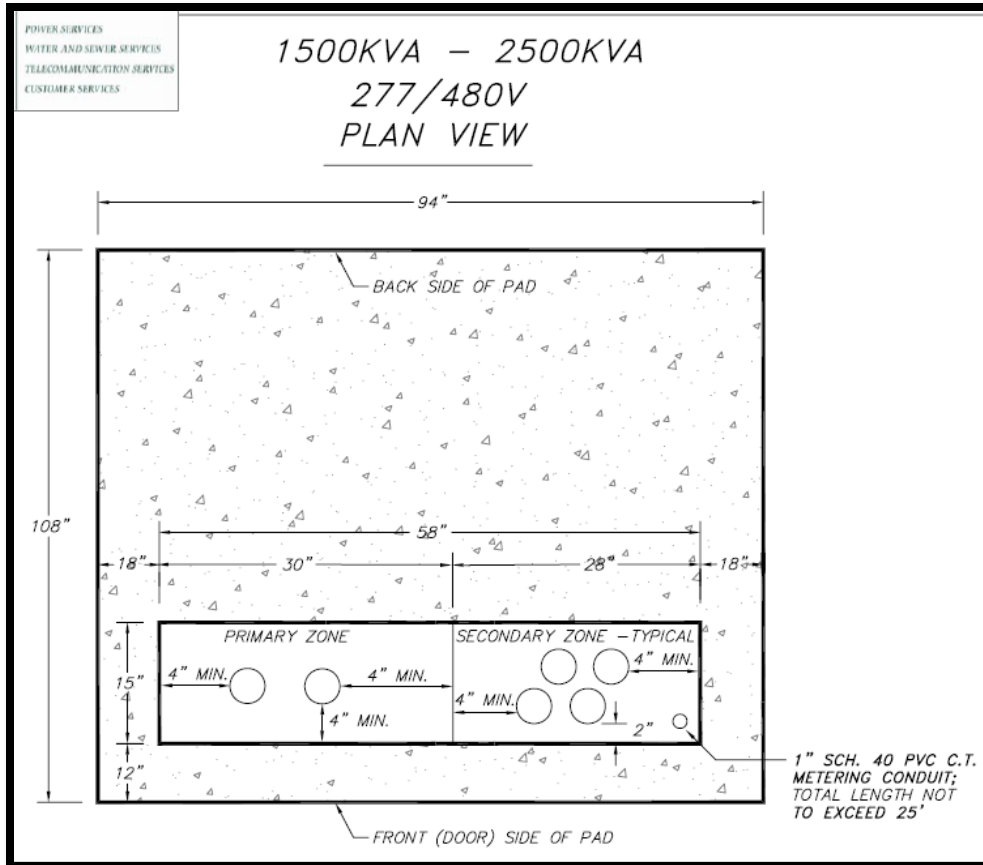
- (a) Low-Voltage Terminal Arrangements are as per drawing below:



- (b) Transformers must fit within the pad's overall dimensions shown below. Transformers must also accommodate the open conduit window of the pad, which the transformer is set on top of.



(c)



(d) Secondary bushing heights to be as per ANSI specifications, and the table below.

Single Phase Pad Mounted Transformer Vertical Bushing Dimensions (inches*)					
Measured From	Pad Surface				
To (bushing center)	H1A	H1B	X3	X1	X2
25 kVA	9.25	18.25	19	14	9
50 kVA	9.25	18.25	19	14	9
75 kVA	9.25	18.25	19	14	9
100 kVA	9.25	18.25	19	14	9
167 kVA	9.25	18.25	19	14	9

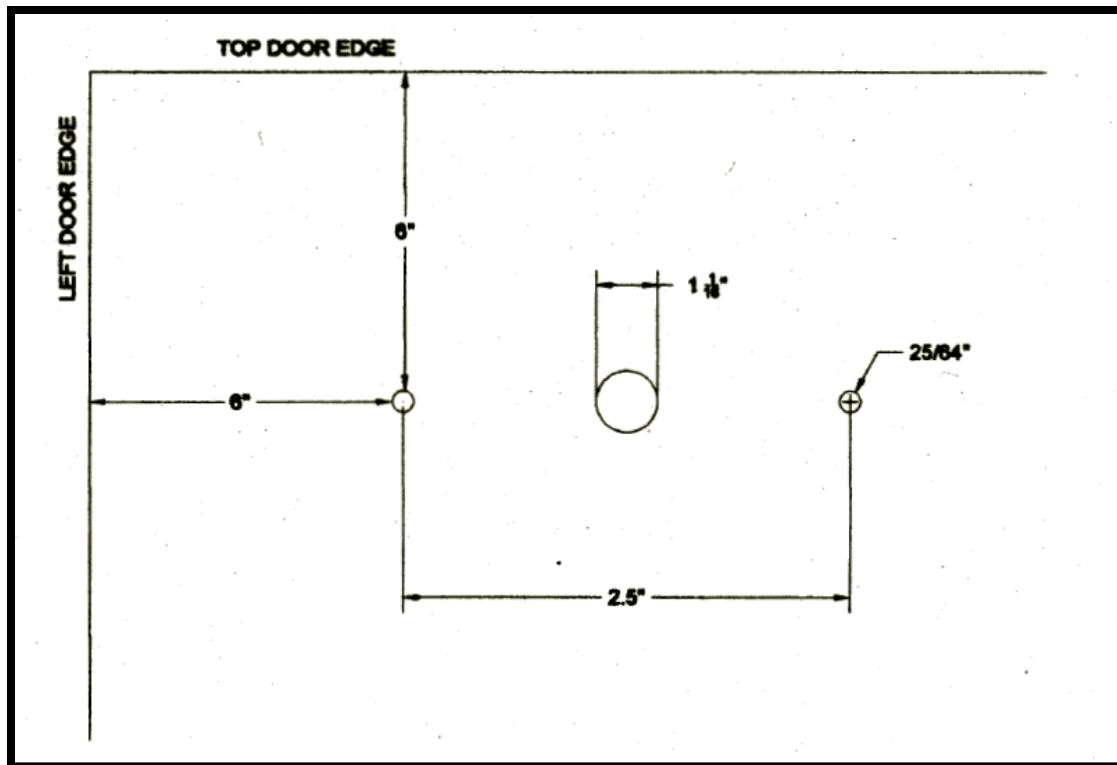
Three Phase Pad Mounted Transformer Vertical Bushing Dimensions (inches*)					
Measured From	Pad Surface				
To (bushing center)	H1	H2	H3	X (low)	X (high)
45 kVA	39	33	27	36	42
75 kVA	39	33	27	36	42
150 kVA	39	33	27	36	42
225 kVA	39	33	27	36	44
300 kVA	39	33	27	36	44
500 kVA	39	33	27	36	44
750 kVA	39	33	27	46	54
1000 kVA	39	33	27	46	54
1500 kVA	39	33	27	46	54
2000 kVA	39	33	27	46	54
2500 kVA	39	33	27	46	54

* Bushing dimension heights must be within +/- 3" of the dimensions on the table corresponding to the respective transformer size.

- (e) All units are to include a Liquid Level and Temperature Gauge.
- (f) Low voltage spade terminals shall be on all units per chart below:

KVA	208y/120	480y/277
45	4 hole	4 hole
75	4 hole	4 hole
150	6 hole	6 hole
225	6 hole	6 hole
300	10 hole	10 hole
500	10 hole	10 hole
750	10 hole	10 hole
1000	10 hole	10 hole
1500	10 hole	10 hole
2000	N/A	10 hole
2500	N/A	10 hole

- (g) All transformer access holes shall be a minimum of 16" x 24" and sealed from weather using conventional methods.
- (h) Fault Indicator Mounting Template as per drawing below:



(1) Mounting shall be on upper left of primary door.

(2) Tamper proof cover plate shall be factory supplied and installed using stainless steel bolts and painted to match transformer.

3.6. SAFETY, STANDARDS, AND REGULATORY REQUIREMENTS.

- (a) The Items supplied shall meet appropriate ANSI, OSHA, WISHA, and all federal, state, and local standards for its intended use.
- (b) Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
- (c) Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.
- (d) **Origin of Goods.** The manufacturing of all products or goods under the resulting contract must occur in a country that is a party to the North American Free Trade Agreement (NAFTA). The supplier must certify that all products supplied under the resulting contract meet this requirement and will provide proof of compliance to the City upon request.

3.7. RESERVE NEEDS. The City also intends to utilize this contract to ensure that it maintains an adequate volume of transformers held in reserve. The City's reserve quantity for transformers is equal to normal stock plus an additional forty percent which equates to approximately 200 pole-mount and 100 pad-mount transformers in varying single and three phase sizes. See **Exhibit C – Transformer Reserve Stocking Quantities.**

- (a) Transformers held in reserve must be stored at vendor's service center (or comparable facility) located within 500 miles of the City's Utilities Services Warehouse (1805 NE 30th Avenue, Building 700, Ocala, FL 34470).
- (b) The City will evaluate its transformer inventory monthly and/or quarterly.
- (c) The City shall guarantee the purchase of any and all transformers held in reserve for the City in accordance with these guidelines at the end of the contract term.

3.9 DELIVERY INFORMATION.

- (a) **DELIVERY TIMES.** Vendor must guarantee lead times as stated in its Proposal submitted in response to RFP No. ELE/250274. The lead times offered will be enforced in the resulting contract and any subsequently issued Purchase Orders.
- (b) **CITY’S NOTIFICATION TO DELIVER.** The City shall provide notification to deliver product through the issuance of a City of Ocala Purchase Order for the materials described herein. Failure to timely deliver product within the time specified for reasons other than Force Majeure or other reasonable delays beyond the control of the vendor may result in termination of the Purchase Order and/or Contract.
- (c) **NOTICE OF SHIPMENT.** Vendor shall provide and the City shall receive a Notice of Shipment at least two (2) business days prior to delivery. The City reserves the right to decline the request or provide an alternate delivery date, time and/or location.

Shipping Notices shall include the City of Ocala Purchase Order number, quantity, and weight of the transformers being shipped and be emailed to:	E-Mail: warehouse@ocalafl.gov
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- (d) **DELIVERY HOURS AND LOCATION.** Vendor shall contact the Utilities Services Warehouse a minimum of 24-Hours prior to delivery to notify the City of its intent to deliver and to obtain confirmation of final delivery information. Vendor must reference the City of Ocala Purchase Order number, quantity, and weight of the transformers being shipped.

Completed transformers shall be delivered F.O.B. between the hours of 7:00 a.m. and 3:00 p.m. (EST), Monday through Friday excluding City observed holidays.	City of Ocala Utilities Services Warehouse 1805 NE 30 th Avenue, Building 700 Ocala, FL 34470 Phone: (352) 351-6715
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- (e) **DOCUMENTATION REQUIRED FOR DELIVERY OF EQUIPMENT.** Vendor shall furnish a data report for each City of Ocala transformer. The data shall be submitted to the Utilities Services Warehouse Manager as a .csv file prior to or at the time of shipment from the factory and contain the information set forth in **Exhibit B – Transformer Information Sheet.**

(f) **OTHER DELIVERY REQUIREMENTS.**

- (1) Deliveries shall be made in compliance with manufacturer requirements and instructions.
- (2) Vendor shall deliver transformers via flatbed truck to either to the warehouse or job site and be willing and capable of offloading transformers if/when needed or requested.
- (3) Transformers shall be arranged on the flatbed truck to allow for accessing via the side so that the transformers can be efficiently unloaded into the storage yard.
- (4) No item shall be direct shipped to the City without written authorization in advance. All services assigned to sub-contractors must be approved in advance by the Utility Services Warehouse Manager.
- (5) Vendor shall be responsible for any damage or destruction to public or private property, buildings, curbing, pavement, or landscaping caused by Vendor’s delivery or removal of materials. Vendor shall repair or restore any property damaged or destroyed, at Vendor’s sole expense, no later than one (1) month from the date of damage.
- (6) In no event shall the City be responsible for any damages to materials, equipment or clothing that is lost, damaged, destroyed, or stolen. Any emergency situations must be reported immediately to the Project Manager.
- (7) Should Vendor be advised to leave a property by the property owner or their representative, Vendor shall leave at once without altercation. Vendor shall then contact the Utility Services Warehouse Manager within 24 hours and advise of the reason for not completing the assigned project.

3.10 EMERGENCY NEEDS.

- (a) In the event of a catastrophic event (i.e. storms, hurricanes, tornadoes, etc.), Vendor must be able to provide immediate delivery of transformers.
- (b) Vendor must provide telephone numbers for no less than three (3) emergency contacts in addition to all primary contacts listed herein. In the event of an emergency, the City must be able to reach one of the Vendor's emergency contacts.
- (c) In the event the Vendor is unable to complete emergency, disaster, holiday, or weekend work as required, or if the City is unable to reach the Vendor, the City reserves the right to use another Vendor.
- (d) Multiple failures to respond to requests for work, and/or failures to answer emergency, disaster, holiday, and weekend work calls may result in termination of the Contract.

3.11 PACKING AND SHIPPING. Vendor shall be responsible for industry standard packing that conforms to the requirements of the carrier's tariffs and other relevant regulations.

- (a) **PACKING REQUIREMENTS.** All equipment must be clearly marked as to lot number, destination, address, and purchase order number.
- (b) **PALLETS.** All transformers will be delivered using one (1) pallet per transformer. DO NOT STACK or ship on racks. Pallets shall be designed for movement by pallet jack or forklift with vertical clearance for forks.

3.12 INSPECTION. All goods are subject to final inspection and acceptance by the City of Ocala.

- (a) Upon delivery, transformers will be inspected for defects and conformance to the specifications set forth herein. Vendor will be notified of all compliance issues and mutual arrangements shall be made for correcting the defects at no expense to the City.
- (b) The City reserves the right to reject and return transformers failing to pass inspection. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping, or other like expenses are the responsibility of the Supplier.
- (c) Charges for dismantling and reinstallation of materials furnished pursuant to this Contract will be the responsibility of the Vendor only when a change out or replacement is required because of a suspected or known design defect or large-scale failure of manufacturer's quality control system.

3.13 WARRANTY. All manufacturer warranty documentation and owner/operator manuals must be provided before issuance of final payment request by Vendor.

- (a) **WARRANTY PERIOD.** Unless a longer period is specified, Vendor and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within **TWO (2) YEARS** from the date of delivery to the City. When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this warranty and supplier is not relieved by a manufacturer's warranty.
- (b) **WARRANTY PERIOD EXTENSION.** The warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Vendor and accepted by the City. In addition, in the event less than thirty (30) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least thirty (30) days from the date the work or equipment is repaired or replaced and accepted by the City.
- (c) **WARRANTY WORK.** The City has determined that the repair of material/equipment, under warranty, can best be done at the manufacturer's facility that makes this style or similar material/equipment, or at a mutually agreeable local repair facility. All material/equipment requiring warranty work will be returned to the Vendor at the Vendor's expense, or the manufacturer may replace the defective material/equipment(s) with new units.

- (d) **MINOR WARRANTY WORK.** Minor warranty work may be done on City property if, in the opinion of City and in agreement with the Vendor, the useful life of the transformer is not affected by doing this work on site.
- (e) **RETURN TIME FRAME.** All warranty repair work on returned material/equipment shall be accomplished within the specified lead-time for delivery listed in the Vendor's submitted proposal. Warranty repair time will be calculated from the time the material/equipment defect or failure is reported to the Vendor.

3.14 INVOICING AND PAYMENT.

- (a) All items called for in this Scope of Work must be supplied to the City before the final invoice can be processed.
- (b) Vendor shall invoice with every delivery and submit with each invoice the Purchase Order number and transformer description.
- (c) Invoices shall be sent to the Utilities Services Warehouse Manager at 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470, E-Mail: mstlaurent@ocalafl.gov.

END OF SECTION

SECTION 4

SUBMISSION INSTRUCTIONS, PROPOSAL ORGANIZATION REQUIREMENTS, AND EVALUATION CRITERIA

Proposers shall follow the submittal requirements set forth herein. Responses that do not adhere to the following format or which fail to include the requested information/documents may be considered non-responsive and therefore ineligible for award. The City reserves the right to seek additional/supplemental information as needed.

The intent of this Section is to standardize the proposals to allow for ease of evaluation. It is not an attempt to limit the content of the proposals. Proposers may include any additional data or information which is deemed pertinent to the RFP.

Proposals should be prepared simply and economically, providing a clear and concise response to the requirements herein. Proposers are encouraged to describe those characteristics and services that make their respective organizations unique and best suited for selection.

Proposals may be accepted and a contract awarded on the basis of the initial proposals received. Oral presentations and/or Best and Final Offers may not be requested or required if it is determined by the City's Selection Committee that a selection is capable of being made on the initial proposals submitted.

4.1. PROPOSAL SUBMISSION INFORMATION AND DEADLINE. All Proposals must be electronically submitted via before 2:00 p.m. (EST) on the listing end date/bid close date identified at www.bidocala.com. Proposals received after this time and date will not be considered. **Proposals may not be submitted by any other means.** The City will not accept Proposals sent by U.S. Mail, couriers, fax, or e-mail.

- (a) Sealed electronic Proposals will be received and opened by the City's Procurement and Contracting Department electronically via the City's e-procurement portal. All submitted responses shall be time and date stamped at the time the documents are uploaded and received.
- (b) Any Proposals received after the advertised deadline for submissions will not be considered. It is the sole responsibility of each Proposer to ensure Proposal is submitted via the e-procurement portal on or before the advertised deadline.
- (c) The ProRFx timestamp shall be conclusive proof of the timeliness of submission.
- (d) By submitting a response, the Proposer certifies that neither Proposer nor any principal of Proposer is presently disbarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency (local, state, or federal).
- (e) No Proposer shall be permitted to submit multiple solicitation responses. Only one (1) submission per firm, corporation, or individual proposer shall be accepted (as corroborated by maintaining distinct financial books, corporate tax filings, and EINs).
- (f) Proposers shall assume that the City has no prior knowledge of their company or experience, and will base its evaluation on the information presented in the Proposal.
- (g) Pricing must be entered in the form required. Included rates shall be firm and not subject to change during the initial contract term.
- (h) Proposals failing to provide sufficient information and assurances of performance so as to permit the City to accurately assess each category of the required services will be deemed non-responsive and will not be given further consideration.
- (i) Proposers shall examine the solicitation and contract documents and before submitting a bid, shall make a written request to City for an interpretation or correction of any ambiguity, inconsistency, or error therein which could have been discovered by a Proposer. At the Proposal opening each Proposer shall be presumed to have read and be familiar with the contract documents.

4.2. COVER PAGE, PAGE SIZE, AND FORMAT.

- (a) Proposals shall contain 8 ½" x 11" pages only with a minimum font size of 11 points.
- (b) The cover page shall include the title of this Solicitation along with the Proposer's firm name, address, contact person, telephone number, and e-mail address.

4.3. ORGANIZATION OF PROPOSAL. Proposers shall organize submittals in the following format with tabs separating each section.

(a) **TRANSMITTAL LETTER.** The Transmittal Letter accompanying each proposal shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. The Transmittal Letter shall include the following information:

- (1) Corporate name, address and telephone number of principal office, number of years in business.
- (2) A statement summarizing any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- (3) A short narrative describing the firm's understanding of the Scope of Work and a brief statement of why the firm believes itself to be the best qualified to provide/perform the goods and/or services.
- (4) An affirmative statement that the firm has received, read, and understands all procedures and criteria associated with the submittal requirements and understands that all terms and conditions contained herein may be incorporated into a resulting contract.

(b) **TAB 1 – TECHNICAL PROPOSAL.** Provide detailed evidence demonstrating compliance with the technical requirements and specifications, as follows:

- (1) Vendor's technical proposal must include an affirmative statement that it is completely familiar with and aware of all terms and conditions set forth in the Scope of Work.
- (2) Vendor's technical proposal must include an affirmative statement that it intends to furnish material and equipment in strict accordance with the specifications documents for the prices set forth in its proposal unless otherwise noted on **Attachment 1 – Specification Exception Form**.
- (3) Vendor must complete, sign, and upload **Attachment 1 – Specification Exception Form** in order to indicate whether or not there are exceptions to the specifications set forth in Section 3 of this Request for Proposals. If no exceptions are proposed, Vendor must indicate by checking the box marked "No Exceptions to Specifications." Failure to complete and have Attachment 1 signed by an authorized representative of the company may result in proposal rejection.

(c) **TAB 2 – WARRANTY AND SUPPORT DOCUMENTATION.**

- (1) Detailed terms of warranty coverage, including duration, coverage conditions, and any exclusions.
- (2) A description of any post-delivery support services, such as maintenance, replacement policies, and customer service options.

(d) **TAB 3 – EXPERIENCE AND PAST PERFORMANCE.** Provide evidence of Proposer's experience, qualifications, and past performance, as follows:

- (1) Provide a narrative statement describing Vendor's experience successfully performing the services described in this Solicitation.
- (2) Provide proof of verifiable experience supplying and delivering products of a similar scope as those outlined in this Solicitation to an electric provider and/or utility company for a period of no less than five (5) years utilizing **Attachment 2 – Reference Form**.
- (3) Provide verifiable proof of at least three (3) electric and/or utility company references who have received transformers from the approved transformer manufacturers (ABB, Central Maloney, Cooper Power, Ermco, GE or GE Prolec, Howard Industries, Kuhlman, or Pauwels)

and who can attest to proposer's experience and services on similar purchases utilizing **Attachment 2 – Reference Form**.

- (e) **TAB 4 – ABILITY TO MEET NEEDS.** Provide detailed evidence of Vendor's ability to meet the City's expectations and ongoing, reserve, and emergency needs, as follows:
- (1) **Indicative Product List:** Provide a simplified list of products (or product catalogue) identifying the products that can be supplied by Vendor, along with brief specifications and estimated lead times for each.
 - (2) **Corporate Capabilities:** Provide evidence of corporate capabilities including, but not limited to: (i) production capacity to meet demands; (ii) organizational capacity to manage and execute the work effectively; and (iii) logistics and operational readiness to ensure timely delivery.
 - (3) **Reserve Needs:** Provide a narrative statement describing Vendor's willingness and ability to meet the City's need to maintain an adequate volume of transformers held in reserve as described in this Solicitation.
 - (4) **Emergency Needs:** Provide a narrative statement describing Vendor's willingness and ability to meet the City's transformer supply needs in the event of a catastrophic event as described in this Solicitation.
 - (5) **Reporting Capability:** Provide a narrative statement describing Vendor's method of providing regular detailed reports on open orders, estimated time of arrivals (ETAs), and the status of each shipment during the contract term. Ensure your statement includes a clear description of the tracking process and the methodology that will be utilized used to monitor the progress of orders. The supplier will be expected to deliver reports at agreed-upon intervals throughout the contract term and upon request. Proposer may include sample reports with its proposal to demonstrate reporting format, frequency, and level of detail, which may include shipment tracking logs, delivery confirmations, or inventory status.
 - (6) **Service Readiness:** Provide a schedule and plan detailing the methodology to be followed to ensure the swift implementation of services after contract award.
- (f) **TAB 5 – PRICING PROPOSAL.** Proposers must provide a detailed cost breakdown for the transformers using **Exhibit A – Price Proposal with Total Losses** spreadsheet including unit pricing (in US Dollars), no load loss (in watts), and load loss (in watts), for each transformer item. Total Ownership Cost will be calculated automatically utilizing the following formula: ***Total Ownership Cost = Unit Price + 7.019 (No-Load loss) + 4.301 (Load Loss)***.
- (1) Supplement your price proposal by describing your plan for pricing items that may be sold to the City under any contract that may result from this solicitation. Comment on price firmness and describe your plan for conveying price changes during renewal periods of the contract. Please note that cost plus a percentage of cost pricing arrangements is not acceptable.

4.4 EVALUATION PROCESS AND CRITERIA. The City desires to maximize the purchasing value of public funds. It is the intention of the City to award the contract to the most qualified, responsive, responsible firm, which may not necessarily be the lowest-price proposer. Best value evaluation determines the value of products and/or services acquired resulting in the best combinations of quality, service, time, safety, security, and cost considerations over the useful life of the product or service. The emphasis shall be qualifications and value over price.

- (a) **SELECTION COMMITTEE.** The Selection Committee will convene, review, discuss, and rank all responsive proposals as submitted. The Selection Committee will be comprised of no less than three (3) members. The committee will consist of representatives from various and appropriate City departments.

- (b) **ADMINISTRATIVE REVIEW OF PROPOSALS.** Procurement and Contracting staff shall first review all Proposals in detail to make a determination as to the responsiveness of each Proposer:
- (1) A proposal will be deemed responsive where it complies with the requirements as set forth in this solicitation, including the submission of all required documentation in the format outlined by this Solicitation.
 - (2) If a proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City's Procurement and Contracting Officer, in his/her sole discretion, shall make a determination as to whether or not the deficiency can fairly be corrected or if the Proposal should be rejected and found to be non-responsive.
 - (3) If a proposer fails to meet and provide documentation in support of each of the Minimum Qualifications requirements set forth in this Solicitation, the Proposer's proposal will be rejected and removed from consideration.
 - (4) Only responsive proposals from responsible Proposers shall be submitted to the Selection Committee
- (c) **SELECTION COMMITTEE REVIEW AND EVALUATION CRITERIA.** Responsive and timely received proposals from responsible firms will be evaluated by the Selection Committee on a fair and consistent basis according to the evaluation criteria set forth below. If oral interviews and presentations are determined to be necessary, final scoring will be conducted after the interviews.
- (1) The Selection Committee shall review each proposal individually and score each proposal based on the evaluation criteria stated herein.
 - (2) During the formal Selection Committee meeting, members will discuss the proposals and compile individual rankings for each proposal based on the evaluation criteria stated herein to determine a shortlist consisting of not less than three (3) of the highest-ranking firms. If fewer than three firms respond to the RFP or are otherwise found to be qualified, the Selection Committee members shall shortlist such firms as it deems to be most highly qualified. The Selection Committee meeting shall be formally noticed by e-notification and posting on the City of Ocala website.
 - (3) The Selection Committee may schedule oral presentations from the top-ranked firms, and may, at their discretion, obtain guidance from third-party subject matter experts. Dates will be set for conducting interviews or presentations with shortlisted firms, and notification will be sent by e-mail and/or telephone of their assigned date and time, by Procurement staff.
 - (4) Final recommendation will be decided based on a review of scores and a consensus of the Selection Committee.
 - (5) The City reserves the right to withdraw this Solicitation and reject any or all proposers at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

- (6) **Technical Evaluation Criteria.** Technical proposals will be evaluated based upon the following criteria:

STEP ONE TECHNICAL EVALUATION CRITERIA	SCORING (100 POINTS)
Technical Compliance with Specifications. <i>Does the proposal clearly demonstrate that the proposer can meet or exceed the required specifications? Does the proposal identify any exceptions to the City's specifications as set forth in the Solicitation?</i>	50
Experience, Qualifications, and Past Performance. <i>Does the proposer have a proven track record of successfully delivering similar outputs with quality and timeliness?</i>	40
Warranty and Support. <i>Does the proposal meet the City's warranty requirements? Does the proposal provide clear and valuable warranty terms, post-delivery support, and additional services to ensure long-term reliability?</i>	10
Total Maximum Points	100

- (7) **Best Value Evaluation Criteria.** Proposers shortlisted during Step One will be evaluated based upon the following:

STEP TWO BEST VALUE EVALUATION CRITERIA	SCORING (100 POINTS)
Corporate Capabilities. <i>Does the proposer possess the organizational capacity, resources, and expertise to fulfill the requirements and expectations of the City? Does the proposer demonstrate the ability to support the City's current, reserve, and emergency needs?</i>	60
Total Value. <i>Does the proposal offer a competitive and cost-effective solution for the required items? Does proposal demonstrate a willingness to ensure price firmness, guaranteed lead times, and facility location? Does proposal demonstrate that products provided will be, to the greatest extent practicable, American-made?</i>	40
Total Maximum Points	100

- (g) **NEGOTIATION AND INTENT TO AWARD.** After firms have been ranked based upon evaluation criteria, the City will issue its Intent to Negotiate with one or more offerors deemed to be fully qualified and best suited among those shortlisted and ranked on the basis of the evaluation factors set forth above. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City reserves the right to make multiple awards as a result of this solicitation.

- (1) Negotiation meetings will be conducted in Ocala, Florida and the City will distribute instructions and/or agendas in advance of each negotiation session. Representatives for the Proposer should plan to be available, without interruptions, for the entirety of the scheduled negotiation meeting.
- (2) Negotiations will not be open to the public, but will be recorded pursuant to Section 286.0113, Florida Statutes. The recorded sessions and any records presented at the meeting will remain exempt from Florida Public Records until such times as the City provides notice of an intended decision or until thirty (30) days after the final reply, whichever occurs first. Provided, however, if the information provided at the meeting is deemed to be material to the Solicitation, then an addendum will be issued to all responders.

- (3) After the successful negotiation of a professional services contract, the City will present the resulting contract(s) to City Council for approval. City Council may approve the recommended award(s) and negotiated contract(s) or reject the award(s) and contract(s). The decision of City Council shall be final.

4.5. CONTRACT AWARD.

- (a) City anticipates award to the firm(s) who submit(s) a Proposal judged by the Selection Committee to be the most advantageous to the City.
- (b) Proposer understands that by submitting a response to a solicitation does not constitute an agreement or a contract with the City.
- (c) In the event of a default by the awarded Proposer, City reserves the right to utilize the next highest ranked Proposer meeting specifications as the new awarded Vendor. In the event of this occurrence, the next highest ranked Proposer meeting specifications shall be required to provide the goods or services at the prices as contained on their Proposal or bid for this specification.
- (d) The contract that the City expects to award as a result of this Solicitation will be based upon the Solicitation documents, Proposer's final response to the Solicitation as accepted by the City, and the City of Ocala's General Terms and Conditions and any Special Terms and Conditions attached to the advertised Solicitation.

4.6. ADDITIONAL INFORMATION.

- (a) **Offer and Binding Authority.** Each Proposal timely received by City at the time advertised for the bid opening shall constitute an offer by the Proposer to sell the goods and/or perform the services in strict accordance with the terms and conditions set forth in the solicitation, all for the bid amount. The individual submitting the Proposal must, and shall be deemed to, have binding authority to submit contracts on behalf of the responding firm.
- (b) **Determination of Responsiveness and Responsibility.** After Proposal opening, but before any award is made, the City shall evaluate (as applicable) the solicitation process, the bid total, any supplements to the Proposal submittal forms, Proposer experience, any proposed subcontractors and/or equipment manufacturers, Proposer's past performance and references, and any other data deemed by the City to be relative to making a determination of Proposer's responsibility and qualifications to perform satisfactorily under the resulting contract.
- (c) **Mistakes.** Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instruction pertaining to the solicitation. Failure to do so shall be at Proposer's risk and expense. All extensions of the unit prices shown, and the subsequent addition of extended amounts, shall be verified by City. In the event of a discrepancy between the sum of the extended amounts and the bid total, the unit price shall govern (if applicable). The City reserves the right to add to or delete any item from a bid or resulting award when deemed to be in the best interest of the City.
- (d) **Subcontractors and Equipment Manufacturers.** Proposer may be required to submit, in writing, the names and addresses (and other material information) for any proposed subcontractors or equipment manufacturers identified in the Proposal. City reserves the right to disapprove any proposed subcontractor or equipment manufacturers whose technical or financial ability, resources, or experience are deemed (in the City's sole discretion) to be inadequate.
- (e) **Samples.** Samples of items when required, must be furnished free of expense to City and upon request, be returned to the bidder at the bidder's expense. Samples of selected items may be retained for comparison purposes.
- (f) **Right to Cancellation, Rejection, Disqualification, and Waiver.** City reserves the right to reject any bid where the prices appear to be unbalanced, and to reject any or all bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. City reserves the right to cancel the bid in its entirety or waive any minor irregularity or technicality in bids received.

- (g) **Sole Proposer.** Where only a single responsible and responsive Proposal is received, City may, in its sole discretion, elect to conduct a price or cost analysis of the Proposal. Such Proposer shall cooperate with the City's analysis and provide such supplemental information as may be required. The determination whether to enter into an agreement with a sole Proposer shall be solely within the City's discretion and shall not be conditioned upon the City's performance of a price or cost analysis.
- (h) **Shortlisting and Oral Presentations.** In general, City wishes to avoid the expense (to the City and to proposing firms) of unnecessary presentations. Therefore, City will make every reasonable effort to rank/select firms based on written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, the City may shortlist Proposals and require those Proposers to make oral presentations, participate in interviews, or answer questions. These presentations, interviews, and questions will provide Proposers with an opportunity to demonstrate their qualifications, approach to the project, and ability to furnish the required services. City reserves the right in all instances to conduct personal interviews or require presentations of any or all Proposers prior to selection. City shall not be liable for any costs incurred by Proposers in connection with personal interviews or presentations (i.e., travel, accommodations).
- (i) **City's Selection Committee.** City's selection committee may consist of representatives from the City of Ocala, City Council members, and/or the Mayor. City reserves the right to adjust the makeup of the selection committee. Evaluation criteria and selection schedules will be announced either within the solicitation documents or with the posting of a Public Notice.

4.7. CONTRACT TERMS AND CONDITIONS. Please review the City's General Terms and Conditions prior to submitting a response to this Solicitation and expect for them to be included in any award resulting from this Solicitation. By submitting a response, Proposer acknowledges its acceptance of the Solicitation specifications, the City of Ocala's General Terms and Conditions, and any Special Terms and Conditions attached hereto without modification unless expressly stated in the submitted offer. If Proposer takes exception to any provision, Proposer must state the reason for the exception and state the specific contract language it proposes to include in place of the provision and upload said exceptions as part of Proposer's response to this Solicitation.

- (a) **Regulatory Changes.** In the event that federal laws or regulations are enacted, amended, or otherwise modified during the term of the resulting contract, which result in a change to the legal or regulatory framework affecting the obligations, rights, or performance of either party, the parties agree that the terms and conditions of the contract may be subject to modification or adjustment. Such modifications shall be made in good faith, as necessary, to comply with the updated regulatory requirements. Both parties shall work together to implement such changes promptly and, in a manner, consistent with the intent of the resulting contract.

4.8. RIGHT TO PROTEST. Any actual bidder or offeror that has submitted a Proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract must protest in writing in compliance with the City of Ocala's Procurement Policy found at www.bidocala.com.

END OF SECTION

ATTACHMENT 2 – REFERENCE FORM

**Request for Proposals No. ELE/250274
Single and Three-Phase Pad and Pole-Mount Transformers**

In order to be deemed responsive and responsible, Proposer must be able to provide: (a) proof of verifiable experience supplying and delivering products of a similar scope as those outlined in this Solicitation to an electric provider and/or utility company for a period of no less than five (5) years; and (b) at least three (3) electric and/or utility company references who have received transformers from the quoted transformer manufacturers and who can attest to proposer’s experience and services on similar purchases. For each reference identified, proposer must provide the name of the entity, contact person, phone number, email address.

This **Attachment 2 – Reference Form** should be utilized to provide the foregoing information.

Name of Entity:			
Contact Name:		Title:	
Address:			
Telephone:		E-Mail:	
Length of Business Relationship:			
Description of Services Performed:			
Type of Transformers Supplied:	<input type="checkbox"/> ABB <input type="checkbox"/> Central Moloney <input type="checkbox"/> Cooper Power <input type="checkbox"/> Ermco <input type="checkbox"/> GE or GE Prolec	<input type="checkbox"/> Howard Industries <input type="checkbox"/> Kuhlman <input type="checkbox"/> Pauwels <input type="checkbox"/> Other: _____	

Name of Entity:			
Contact Name:		Title:	
Address:			
Telephone:		E-Mail:	
Length of Business Relationship:			
Description of Services Performed:			
Type of Transformers Supplied:	<input type="checkbox"/> ABB <input type="checkbox"/> Central Moloney <input type="checkbox"/> Cooper Power <input type="checkbox"/> Ermco <input type="checkbox"/> GE or GE Prolec	<input type="checkbox"/> Howard Industries <input type="checkbox"/> Kuhlman <input type="checkbox"/> Pauwels <input type="checkbox"/> Other: _____	

Name of Entity:			
Contact Name:		Title:	
Address:			
Telephone:		E-Mail:	
Length of Business Relationship:			
Description of Services Performed:			
Type of Transformers Supplied:	<input type="checkbox"/> ABB <input type="checkbox"/> Central Moloney <input type="checkbox"/> Cooper Power <input type="checkbox"/> Ermco <input type="checkbox"/> GE or GE Prolec	<input type="checkbox"/> Howard Industries <input type="checkbox"/> Kuhlman <input type="checkbox"/> Pauwels <input type="checkbox"/> Other: _____	

Name of Entity:			
Contact Name:		Title:	
Address:			
Telephone:		E-Mail:	
Length of Business Relationship:			
Description of Services Performed:			
Type of Transformers Supplied:	<input type="checkbox"/> ABB <input type="checkbox"/> Central Moloney <input type="checkbox"/> Cooper Power <input type="checkbox"/> Ermco <input type="checkbox"/> GE or GE Prolec	<input type="checkbox"/> Howard Industries <input type="checkbox"/> Kuhlman <input type="checkbox"/> Pauwels <input type="checkbox"/> Other: _____	

If additional pages are needed, please attach additional sheets to this page.