



City of Lompoc

INVITATION TO BID NO. 2546 – ELECTRICAL TRANSFORMERS Dated: February 5, 2010

The City of Lompoc is currently soliciting bids for: Bid No. 2546 – Electrical Transformers. Bids must be received by **2:00 pm, February 25, 2010**.

BIDS MUST BE DELIVERED TO: City of Lompoc
Purchasing Division
1300 West Laurel Ave.
Lompoc, Ca 93436

In order to be sure that you are listed as an “Registered Bidder” and advised of any changes please complete and fax to this office the “Registered Bidder Information Sheet” today before you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

We are converting to Electronic mail (E-mail) notification system. If you wish to receive e-mail announcements, please visit our web-site and register at: <http://www.cityoflompoc.com/purchasing> “Current Bid Opportunities”.

It is the responsibility of the bidder/proposer to see that any bid/proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. **Late bids/proposals will be returned to the bidder/proposer unopened.** The receiving time in the Purchasing Office will be the governing time for acceptability of bid/proposals. Bid/proposals will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures.

BIDS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.

Maria Villarreal
Buyer

Dated: February 5, 2010
Published:

Specifications

Specifications for the transformers solicited in this Bid Document are available for download on the City of Lompoc website www.cityoflompoc.com. Go to Departments, Management Services, Purchasing, and Standard Specifications – Electric Department.

F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination, even if freight is allowed and paid by the buyer.

All bidders MUST calculate California Sales/Use Tax at the current rate in effect in Santa Barbara County as noted below. The City is obligated to pay all applicable taxes imposed in the county of receipt either to the supplier or directly to the state in the form of a Sales Tax (on the transfer of tangible personal property) or a Use Tax (on the storage, use or other consumption in California) of same.

The City has a local vendor preference. Under the Lompoc City code, in determining a lowest price, the ultimate receipt of local sales tax (1%) by the City shall be considered. However, all vendors who work within city limits of the City of Lompoc are required to have a Business Tax License. If you do not have a Business Tax License please contact the Lompoc City Clerk’s department at (805) 875-8242.

Do you conduct business in an office with a physical location within the City of Lompoc and therefore claim local vendor preference? _____ yes or no.

City of Lompoc Business Tax License Number: _____

Business Name, within the City of Lompoc: _____

Business Address within the City of Lompoc: _____

MAXIMUM ESCALATION: Suppliers sometimes bid prices based on present values of metals; thus, they make offers contingent upon metal prices at the time of delivery of equipment. Should these prices escalate at the time of delivery, the equipment price will escalate accordingly.

In order for the Buyer to compare prices from various suppliers, the Buyer asks the supplier for maximum escalation of new prices (in percentage). **This percentage will be used as the quoted price in bid evaluation.**

(Continued on following page)

LINE ITEM #1 – 500 KVA, 3-PHASE PADMOUNT TRANSFORMER

Qty	Description	Unit Price	Extension
1	860-2500 500 KVA, Three phase, padmount transformer Primary: 4160/12,000 Volt Delta Secondary: 208/120 Volt Wye Per City of Lompoc specifications #ELE-102 Rev 10/2008 (spare)		
	Manufacturer:	Delivery ARO:	
	California Sales Tax @ 7.75%		
	Exact Freight Charges (no estimates allowed)		
	Subtotal		
	No Load (Core) Loss = _____ Watts x \$6.34		
	Load (Windings) Loss = _____ Watts x \$4.32		
	Total Amount Bid		
	Maximum Escalation _____ Percent	Height _____ Inches	
	Warranty Period _____ (minimum 1 year)		

LINE ITEM #2 – 37 KVA, SINGLE PHASE, POLEMOUNT TRANSFORMERS

12	470-1037 37 KVA, Single-Phase, Polemount Transformer Primary: 12,000 Volt Delta Secondary: 120/240 Volt Per City of Lompoc specifications #ELE-105 Rev 10/2008 (spares & conversion)		X 12 =
	Manufacturer:	Delivery ARO:	
	California Sales Tax @7.75%		X 12 =
	Exact Freight Charges (no estimates allowed)		X 12 =
	Subtotal		X 12 =
	No Load (Core) Loss = _____ Watts x \$6.34		X 12 =
	Load (Windings) Loss = _____ Watts x \$4.32		X 12 =
	Total Amount Bid		X 12 =
	Maximum Escalation _____ Percent	Height _____ Inches	
	Warranty Period _____ (minimum 1 year)		

Line Item # 3 – 50 KVA, Single-Phase, Polemount Transformers

3	470-1050 50 KVA, Single-Phase, Polemount Transformer Primary: 12,000 Volt Delta Secondary: 120/240 Volt Per City of Lompoc specifications #ELE-105 Rev 10/2008 (spares & conversion)		X3 =
	Manufacturer:	Delivery ARO	
	California Sales Tax @ 7.75%		X 3 =
	Exact Freight Charges (no estimates allows)		X 3 =
	Subtotal		X 3 =
	No Load (Core) Loss = _____ Watts x \$6.34		X 3 =
	Load (Windings) Loss = _____ Watts x \$4.32		X 3 =
	Total Amount Bid		X 3 =
	Maximum Escalation _____ Percent	Height _____ Inches	
	Warranty Period _____ (minimum 1 year)		

Do you wish your bid to be considered on an "all or none" basis: _____ yes/no

Non-California Bidders:

Are you registered with the State of California as authorized to collect California State Sales Tax? YES NO.

California Sellers Permit Registration No. _____ (if applicable)

Do you agree _____/disagree _____ to extend this agreement to other government agencies.

The following discounts will be considered in award of bid:

Discount for award of all items to your firm _____%.

Discount for payment of invoice within 20 days of receipt of invoice _____%.

ATTACHMENT "A"
Bid Bond
Bid Guaranty Agreement

Accompanying this proposal is _____ "\$_____ cash", "Cashier's check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount equal to or at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the Proposal Requirements, the proceeds of the security accompanying this proposal shall become the property of the City of Lompoc, California, and this proposal and the acceptance thereof may be considered null and void.

Signature of Proposer

Typed or Printed Signature

(If an individual, so state. If a partnership, state the firm name and give the names of all individuals who are co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, and treasurer thereof).

Business Address

Dated: _____ 19 _____

We hereby certify that:

-This bid was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.

-This bid is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid.

-We have not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lompoc, or any other bidder or anyone else interested in the proposed contract; and further,

-Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this bid price, or that of anyone else.

ORIGINAL SIGNATURES (COPIES WILL NOT BE ACCEPTED).

UNSIGNED BIDS WILL NOT BE CONSIDERED.

Submission of a signed bid will be interpreted to mean that bidder has read the entire document and agrees to all of the terms and conditions set forth in all the sheets which make up this invitation.

(Please type or print)

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS

NAME AND TITLE (PLEASE PRINT)

CITY, STATE AND ZIP CODE

E - MAIL ADDRESS

PHONE NUMBER

WEB PAGE

FAX NUMBER

DATE

GENERAL TERMS AND CONDITIONS

ISSUANCE OF BID: This bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all bids or waive any irregularities or informalities therein.

BID SUBMISSION: Bids must be submitted on bid forms provided herein, completed and signed, in a sealed envelope showing on the outside of the envelope the name of bidder, bid title, and date and time of opening. Prices shall be printed in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections printed adjacent and initialed in ink by person signing the bid. Bidders must complete and return the Compliance/Deviation column of the specification page(s) in order to be considered. All bidders must submit one (1) original and one (1) copy of their bid for consideration by the Purchasing Office and the ordering department.

MORE THAN ONE BID: More than one bid is allowed. Each bid must be in a separate sealed envelope with proper identification showing on outside of envelope.

BID VALIDITY/WITHDRAWAL: Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Bids submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.

QUESTIONS: Questions may be submitted, by written request, for an interpretation or correction thereof. Fax inquires to:

Ray Ambler, Purchasing & Materials Manager
(805) 735-7628

MATERIAL SAFETY DATA SHEETS: When applicable, bidders shall conform to California Labor Code, Section 6360 and Title 8 CAC, Section 339 and 5194 and submit MSDS on hazardous substances with bid.

LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS: The lowest apparent bidder may be required to submit the following:

- a) Proof of authorized distributorship
- b) A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
- c) City Business Tax number
- d) PUC permit
- e) Insurance requirements
- f) Proof of driver training on hazardous substances
- g) References

QUANTITY ADJUSTMENT: When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.

COMPLIANCE WITH LAWS: All bids shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.

CONTRACT LIMITATIONS: Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.

NEW/UNUSED AND LATEST MODEL: Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in specifications.

BRAND NAMES: Brand names are used to establish a level of quality only. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. Bids that deviate from the specifications must be clearly defined. The City will have the sole right to determine whether an alternate is acceptable.

WARRANTIES: Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.

F.O.B. POINT AND SHIPPING CHARGES: All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately unless otherwise noted on bid form.

CANCELLATION: Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.

LAWS GOVERNING CONTRACT: The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation.

In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.

TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE: The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be shown on bid form page. ALL TAXES; Sales, Use and Local Preference will be a consideration in bid evaluation.

MINORITY BUSINESS ENTERPRISES: It is the policy of the City that minority business enterprises shall have the maximum opportunity to participate in the City's bidding requirements.

EQUAL EMPLOYMENT OPPORTUNITY: It is the policy of the City to promote the full realization of equal employment opportunity.

COOPERATIVE PURCHASING: The successful bidder may agree to extend all terms and conditions to other tax-supporting agencies upon their request. These agencies will issue their own purchase order and be billed directly by supplier. Bidders agreement or disagreement must be stated on bid form and will not effect bid evaluation.

BID PROTEST: Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Chapter 26, Section 2642, Section 26 by calling the Purchasing Office at 805-875-8000 or on the City's web site at:
<http://www.cityoflompoc.com/purchasing/protest.pdf>

AWARD: Contracts shall be awarded to the bidder whose offer is determined to be the most advantageous to the City from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing & Materials Manager to be in the best interests of the City and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance.

Delivery time is an important factor in award of this bid and the Purchasing & Materials Manager may determine that award should be given to the supplier who is able to provide a more timely delivery.

When there is more than one (1) item, the City reserves the right to award separately or as a whole. Bidders must state "all or none" on bid form. If optional items or trade-ins are requested, the City may accept or decline such items.

SELL OR ASSIGN: Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.

REASONS FOR AUTOMATIC DISQUALIFICATION OF BIDS

Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:

- Failure to sign bid document (in ink).
- Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
- Failure to submit bid in ink (pencil is unacceptable).
- Failure to provide bid security (if required and in the form and amount specified).
- Failure to attend mandatory bidders' conference or mandatory site inspection.
- Failure to initial price alterations (in ink) for one or more items.
- Failure to provide information or other supplemental materials as specified in the RFP or bid.
- Failure to bid on all items when specifically required.

These items are self-explanatory and are applied equally and irrevocably to all vendors and their bids. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their bids considered for award.

NOTE that telephone, telefacsimile, or telegraph bids will not be accepted for publicly advertised bid requirements which specify sealed bid submissions.

ENTIRE AGREEMENT Any Agreement resulting from this Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

- A. Purchase Order
- B. CITY' s Invitation to Bid
- C. Attachments
- D. CONTRACTOR' s Bid



**“Registered Bidder Information Sheet”
 Bid No. 2546 – Electrical Transformers**

******* Bid Opening Date: February 25, 2010, 2:00 P.M.*******

To stay informed of any changes or modifications to this bid you must:

- 1. Complete this form (print or type your information).**
- 2. Fax the completed sheet to (805) 735-7628.**
- 3. Circle which method was used to secure bid package.**

Mail

Fax

Internet

(Please type or print)

 COMPANY NAME

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 ADDRESS

 AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

 CITY, STATE AND ZIP

 TITLE

 PHONE NUMBER

 E-MAIL ADDRESS

 FAX NUMBER

 WEB PAGE

 DATE