



# **GARLAND**

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## **PURCHASING**

### **1335-20 Addendum 1**

#### **One Time Purchase- Transformers Conventional**

Issue Date: 9/22/2020

Questions Deadline: 9/25/2020 03:00 PM (CT)

Response Deadline: 9/29/2020 03:00 PM (CT)

Purchasing

#### **Contact Information**

Contact: Liz Segura Buyer

Address: Purchasing

City of Garland City Hall

2nd Floor

200 N. 5th Street

Garland, TX 75040

Phone: (972) 205-2416

Fax: (972) 205-2495

Email: [esegura@garlandtx.gov](mailto:esegura@garlandtx.gov)

## Event Information

Number: 1335-20 Addendum 1  
Title: One Time Purchase- Transformers Conventional  
Type: Request for Bid  
Issue Date: 9/22/2020  
Question Deadline: 9/25/2020 03:00 PM (CT)  
Response Deadline: 9/29/2020 03:00 PM (CT)  
Notes: (RFB) Request for Bid, A sealed written request made to prospective suppliers requesting submission of a bid for goods or services. Sealed bids have a state mandated dollar level. NO FAXED OR EMAILED BIDS! All documents (forms) herein and attached are required to be completed and returned with response.

This bid is exempt from any transaction fee.

Please acknowledge the City of Garland's Term and Conditions in the "Attributes" section.

We strongly recommend bid submissions via lonwave. Hard copy bids are still accepted in the Purchasing Office but due to the current health concerns, electronic submissions are the preferred format.

All questions must be answered within the Lon Wave Q&A segment. No emailed, faxed or phone call questions related to this bid will be answered. The deadline for submitting questions on this bid is September 25, 2020 at 3:00 p.m.

**Please acknowledge the City of Garland's Term and Conditions in the "Attributes" section.**


**Please Provide Drawings and Transformer Impedance with your bid OR THE BID WILL BE INVALID.**

ALL TRANSFORMERS TO BE SHIPPED ON A FLATBED, WITH PALLETS

FACING OUTWARDS TO SIDE OF TRAILER OR TRUCK WITH REMOVABLE SIDES FOR

EASY ACCESS AND REMOVAL BY FORKLIFT

.

CALL 24 HOURS PRIOR TO DELIVERY FOR APPOINTMENT AND / OR ROUTING DIRECTIONS. 972-205-3400 

FORKLIFT WILL NOT ENTER AN ENCLOSED TRAILER

## Bid Attachments

**14495.doc**

Spec- 14495

[View Online](#)

**14500.doc**

Spec-14500

[View Online](#)

**COG\_Standard\_Terms\_and\_Conditions\_Approved\_08.28.2020 (1).pdf**

COG\_Standard\_Terms\_and\_Conditions\_Approved\_08.28.2020 (1).pdf

[Download](#)

## Requested Attachments

### Drawings and Transformer Impedance Form

*(Attachment required)*

Please provide Drawings and Transformer Impedance with your bid.

## Bid Attributes

<b>1</b>	<b>A&amp;I Company Profile</b> Name of Business: Business Address: Contact Name: Phone#: Fax#: Email#: Name(s) Title of Authorized Company Officers: Federal ID #: DUN #: Remit Address: If different than your physical address:  <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
<b>2</b>	<b>A&amp;I Info (HUB)</b> Are you a (HUB) Historically Underutilized Business Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Choose a response. <i>(Required: Check only one)</i>
<b>3</b>	<b>Exceptions to Terms and Conditions Document</b> Do you take exception to the City's standard terms and conditions document? If so, please detail below. If your response is greater than 4000 characters please detail your exceptions in a separate document and upload with your bid.  <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>

**4 Contractor Insurance Requirements & Agreement**

Contractors performing work on City property or public right-of-way for the City of Garland shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy. All insurance companies and coverage's must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Garland's Risk Management office. Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. The City reserves the right to amend or require additional types and amounts of coverage's or provisions depending on the nature of the work. TYPE OF INSURANCE AMOUNT OF INSURANCE PROVISIONS:

1. Workers' Compensation Employers' Liability Statutory Limits \$100,000 per occurrence City to be provided a waiver of subrogation, and 30 day notice of cancellation or material change in coverage. Insurance company must be a-rated or above.

2. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -ORCombined single limit of \$600,000 City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Insurance company must be a-rated or above.

3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -ORCombined single limit of \$600,000 City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Insurance company must be a-rated or above.

Acknowledged  
(Required: Check if applicable)

**5 QUALIFICATIONS FOR DOING BUSINESS WITH THE CITY**

(A) For purposes of this policy, "person" includes: (1) an individual; (2) a majority owner or principal of a corporation, partnership, association, or limited liability company; (3) shareholders in a business entity with five or fewer shareholders; and (4) majority owned affiliates of the foregoing. (B) It is the policy of the City Council that the City not engage in business with a person who has been convicted of any state or federal felony offense. The City shall not, except as provided in this policy, enter into or renew a contract to purchase, sell, or lease goods or services to or from any person who has been: (1) convicted of a state or federal felony; or (2) convicted or fined in excess of \$50,000 on certain state or federal discrimination offenses. A conviction includes a probated sentence, a deferred adjudication, or similar disposition. Discrimination charges include only those brought for discrimination based on race, gender or religion. (C) This policy does not apply when: (1) At least three years have elapsed between the conviction and the approval of the contract; (2) The contract does not require City Council approval; (3) Anything of value is paid or given to a person as an informant or participant in a crime stopper program; or (4) The City Council determines that application of this policy to a proposed contract would cause financial hardship to the City by its application (in which event the City Council may waive the application of this policy by the affirmative vote of not less than six members of the City Council). (D) For bid applications that may result in a contract award by the City Council, the bidder shall include a certification

Acknowledged  
(Required: Check if applicable)

**6 DOING BUSINESS WITH DELINQUENT ACCOUNT HOLDERS**

It is the policy of the City Council that the City not do business with a person (including a business entity of any sort) who is delinquent on an account to the City. Examples of delinquent accounts include taxes, impact fees, special assessments, utility bills, and EMS fees. The City Manager shall cause the affected departments within the City (including Purchasing, Engineering, Planning, and GP&L) to be provided with sufficient information to enforce the provisions of this policy.

Acknowledged  
(Required: Check if applicable)

## 7 Indemnification Agreement

The Contractor agrees to indemnify, hold harmless and defend the City of Garland, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons. It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence. The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Contractor. The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid discharged or waived. INDEPENDENT CONTRACTOR Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract. I understand that the indemnification and Independent Contractor provisions are requirement of all City of Garland Contracts. I have read the provisions agree to the terms of these provisions.

Accept  Reject (Upload Document Listing Exception)  Choose a response.

*(Required: Check only one)*

**8 Certification Required by Texas Government Code Section 2270.001**

By acknowledging below, your Company hereby certifies the following:

- 1. Company does not boycott Israel; and
- 2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**This certification requirement applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is paid wholly or partly from public funds of the governmental entity.**

Acknowledged  
*(Required: Check if applicable)*

**9 Vendor Compliance With Reciprocity on Non-Resident Bidders**

Texas Government Code Section 2252.002 provides that in order for nonresident bidders to be awarded a governmental contract, the bidder must bid projects for construction, improvements, supplies, or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid the nonresident bidder in order to obtain a comparable contract in the nonresident bidder's state. A nonresident bidder is a person, including a contractor, whose principal place of business or corporate office is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all nonresident bidders in order for your bid to meet specifications. The failure of a nonresident bidder to do so will automatically disqualify that bidder. Non Resident vendors need to upload a document outlining the following with their bid: Non-resident vendors in \_\_\_\_\_(give state), our principal place of business, are required to be \_\_\_\_\_percent lower than resident bidders by state law. A copy of the statute is attached. Non-resident vendors in \_\_\_\_\_ (give state), our principal place of business, are not required to underbid resident bidders.

Resident Bidder     Non-Resident Bidder (Upload Reciprocity details)     Choose a response.  
*(Required: Check only one)*

**10** **Conflict of Interest Form CIQ (1)**

Do you have a conflict of interest to report outlined in Chapter 176 of the Local Government Code? If yes please complete Form CIQ via the following link and upload with your bid response:  
<https://www.ethics.state.tx.us/forms/CIQ.pdf> Local Government Code § 176.006(a) and (a-1) (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of: (1) the date that the vendor: (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or (2) the date the vendor becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a); (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Yes  No

*(Required: Check only one)*

**11** **Please list how many days your bid pricing will be good for.**

The number of days listed is expected to be from the close of the bid up to the specified number of calendar days.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Required: Maximum 1000 characters allowed)*

**12** **Delivery Days**

Delivery days are to be specified in calendar after receipt of order.

*(Required: Numbers only)*

**13** **Drawings and Transformer Impedance**

Please provide Drawings and Transformer Impedance with your bid.

I acknowledge this statement.

*(Required: Check if applicable)*

**Bid Lines**

**1 TRANS 15 KVA 12470 DELTA 120/240 CONV 1PH ACCORDING TO SPEC. APPLY CITY NOS. C37677 TO C37681**

*(Response required)*

Quantity: 5 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Item Notes: COG # **287-23-14495**

Supplier Notes: \_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

**2 TRANS 25 KVA 12470 DELTA 120/240 CONV 1PH ACCORDING TO SPEC. APPLY CITY NOS. C37682 TO C37686**

*(Response required)*

Quantity: 5 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Item Notes: COG # **287-23-14500**

Supplier Notes: \_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*



## Supplier Information

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Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*