



Huntsville Utilities

ELECTRICITY • NATURAL GAS • WATER

Invitation for Bid No.: **24-073**
Bid Title: Elkwood Section/Northwest 14.4kV Voltage Regulators
Contract Administrator: John Lones
Deadline for Questions: **5:00 PM CDT on October 9, 2024**
Bid Opening Time/Date: **9:00 AM CDT on October 23, 2024**
Opening Location: 1145 Jordan Rd. Huntsville, Alabama 35811

Huntsville Utilities is seeking bids for the above-mentioned project located in Huntsville, Alabama. Sealed bids will be received by the City of Huntsville, a municipal corporation within the State of Alabama, d/b/a/ Huntsville Utilities, by mail, at P.O. Box 2048, Huntsville, AL, 35804, or personal delivery, at the location mentioned above. Bidder instructions, including pre-bid meeting (if applicable), Certificates of Insurance (if required) and specifications, are provided in the bid documents. The contractor shall furnish all supervision, labor, materials, supplies, tools, equipment, and transportation necessary to perform the work called for under this contract in a timely, safe, and professional manner. All questions and requests for this bid packet should be emailed to the Contract Administrator signed below.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of ninety (90) days.

The right to reject any and all bids is reserved.

Your assistance in meeting our requirements is appreciated.

John Lones
Contract Administrator
Purchasing Department
256-535-1396
john.lones@hsvutil.org

ATTACHMENT A
SEGMENT 1
BIDDING TERMS AND CONDITIONS

1. SUBMISSION OF PROPOSAL

The Bidder shall submit an original hard copy of the Bidder's Proposal Checklist, Proposal Form, Proposal Guarantee and any other required documents/forms that are specified in the Bid Letter, Addendums, or Bid Packet and a USB drive of the complete proposal, including copies of all documents required to the appropriate purchasing agent as detailed on the Bid Letter.

2. RIGHTS RESERVED

Huntsville Utilities reserves the right to consider each item separately. Huntsville Utilities reserves all rights to make advantageous decisions for the betterment of Huntsville Utilities customers.

3. STATE BID LAW

Huntsville Utilities adheres to the provisions as set forth in Title 39 Public Works Act and Title 41 State Government Section 16 Public Contracts of the Code of Alabama.

4. Responsibility for assuring bid arrival at bid opening place prior to bid opening rests with the bidder. Huntsville Utilities is under no obligation to pay postage-due on bid packages.

5. All correspondence regarding the referenced invitation for bid must be submitted in writing via email to the appropriate purchasing agent.

6. Bids written in pencil will not be accepted.

7. Errors may not be corrected by the Contractor after bid opening; however, Huntsville Utilities reserves the right in our evaluation to verify entries that appear to be obvious arithmetic, typing, or similar errors. When discrepancies exist between soft copy and hard copy submittals, the hard copy will govern.

8. Unsigned bids will not be accepted.

9. Late bids will not be opened, considered for evaluation, nor returned to the bidder. Incomplete bids will not be considered.

10. A bid may be withdrawn prior to bid opening only after written request from Bidder and upon acknowledgement by purchasing agent.

11. The Bid must be received in the format specified. The Bidder may submit supplemental information on USB Drive submittal.

12. PROPOSAL

Owner reserves the right to request cost breakdown information and to negotiate any price submitted by bidders. Owner reserves the right to make award to other than the low bidder or to award a subcontract based upon the original price proposals without negotiation, provided that the contract is awarded to the lowest, responsible and responsive bidder. Bidders are encouraged to provide their most favorable price when bidding. All blank spaces for bid prices must be filled in. The bidder may present alternative proposals and we reserve the right to consider alternative proposals.

13. A copy of a valid Alabama Contractor's license must accompany each bid, if required. Failure to comply with this provision (if required), shall result in disqualification of bidder.

ATTACHMENT A
SEGMENT 1
BIDDING TERMS AND CONDITIONS

14. BID SECURITY

If required per Bid Letter, each bid must be accompanied by a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company dully authorized and qualified to make such bonds in the State of Alabama payable to the *City of Huntsville, Alabama, d/b/a Huntsville Utilities* for an amount not less than five percent (5%) of the bidder's bid, but in no event more than ten thousand and no/100 (\$10,000.00).

15. The Attorney-in-Fact who executes these bonds must file a notarized and effectively dated copy of his power of attorney. If required by State Statute, certifications of a resident agent shall also be provided.

16. All cashier's checks or bid bonds can be returned to all but the lowest bidders. The remaining cashier's checks and bid bonds can be returned after the Owner and successful Bidder have executed the Contract, or, if no award has been made, upon the demand of the Bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.

17. Any successful Bidder, upon their failure or refusal to execute and deliver the Contract and the required Performance Bond, Payment Bonds, insurance documents and any other bonds which may be required by the Contract Documents, required within fifteen (15) days after they have received notice of the Owner's acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their bid. Exceptions to this requirement will be considered upon written request.

18. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made orally to a Bidder. Each request for such interpretation or clarification shall be made in writing to the owner's representative listed for the project. All interpretations and supplemental instructions will be issued in the form of written addenda which, if issued, will be sent via email to all prospective bidders. Failure of any Bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda shall be acknowledged by the Bidder in the Proposal, and failure to do so may be cause for the bid to be considered non-responsive.

19. BIDDER'S UNDERSTANDING

Bidder must fully understand the conditions relating to the project, and it is mandatory that each bidder has made themselves familiar with the Contract Documents in its entirety. Failure to do so shall not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract, nor of their obligation to enter into a contract and complete the work in strict accordance with the Contract. The bidder, in carrying out this work, shall employ such methods or means that will not cause any interruption of or interference with the work of any other performance for this project or another project or work performed by Huntsville Utilities. .

20. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract Documents the same as though herein written out in full.

21. SALES AND USE TAXES

BIDDING TERMS AND CONDITIONS

The Bidder shall be responsible for any and all local, State, and Federal taxes which may be charged in association with the required materials and labor which the Contractor is required to furnish for this Project. The Owner, who maintains a tax-exempt status, will pay no taxes.

22. CONTRACT DOCUMENTS

All work on this project shall be performed in accordance with the Contract Documents, which consist of all documents pertained in the bid packet, including but not limited to Advertisement Notice, Bid Letter, Bidding Terms and Conditions, General Conditions, Special Conditions, Scope and Statement of Work, Proposal, Pricing Format, required forms, addenda's, agreements, contracts, instructions or bonds, bidders submission, etc., which are to be considered an integral part of the Contract Documents whether or not attached hereto.

23. Should any conflicts or discrepancies be found between the parts, the order of precedence as listed in the General Conditions shall prevail.

24. METHOD OF AWARD

The basis for award shall be the Proposal from the lowest responsible and responsive Bidder that, in the Owner's sole and absolute judgement, will best serve the interests of the Owner. The Owner also reserves the right to reject all bids and execute the work with his own forces or re-bid the entire Project or any part thereof.

25. The Owner reserves the right to reject any Proposal not in compliance with the Contract Documents, or to waive any irregularities or informalities at their sole discretion.

**ATTACHMENT E
SEGMENT 1
PROPOSAL FORM**

Item	Qty	Units	Description	Unit Cost	Total Cost
1	18	EA	14.4kV Voltage Regulator		

TOTAL BASE BID (Dollar Value): \$ _____

TOTAL BASE BID (Written Form): _____

I certify that I have reviewed the referenced bid requirements for accuracy and compliance and this proposal meets the requirements as called out in the referenced Bid. This form should be attached to any pricing format requested, whether in Excel format or separate sheet. A copy of this form should accompany an Excel spreadsheet on a USB drive.

Organization

Signature

Address

Contact Person

City/State/Zip

Phone No.

Date

E-mail Address

ATTACHMENT E
SEGMENT 2
PROPOSAL GUARANTEE

The undersigned, as Bidder, hereby declares that the only person or parties interested in the Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation, or with any official of the Owner; that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; and that it is in all respects fair and in good faith.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the site of the work; that he has carefully examined the plans, specifications and Contract Documents relative to the project, including all special provisions and addenda furnished prior to the opening of bids; that he will provide all necessary labor, supervision, machinery, tools and other items incidental to performing the work called out with this project in full; and that he will furnish all materials called for in the Contract Documents in the manner prescribed therein and according to the requirements as therein set forth.

It is understood that the following quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating bids. It is further agreed that the quantities of work to be done and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner or Owner's Representative, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the prices set forth in this Proposal, except as provided for in the Contract Documents, and that lump sum prices may be increased to cover additional work directed by Change Order, but not shown on the plans or required by the specifications, in accordance with the Contract Documents. Similarly, they may be decreased to cover deletion of work so directed.

It is understood that the Owner intends to award the contract to the lowest responsible and responsive bidder who meets all requirements of the Contract Documents. The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Huntsville, a municipal corporation, d/b/a Huntsville Utilities in the form of contract specified, to furnish all materials, labor, equipment, and transportation necessary to complete the project as set forth in the Contract Documents to the full satisfaction of the Huntsville Utilities. It is further understood that the Owner reserves the right to reject any and all bids submitted for this project.

The Bidder further agrees that he will commence work with an adequate force and sufficient equipment within the specified time in the Owner's Notice to Proceed. All work must be completed relative to this project as defined in the Contract Documents starting with the day after the Owner's Notice to Proceed is granted.

In the event the Bidder who receives an executed Contract fails to complete the work within the time agreed upon, the Owner reserves the right to withhold further work from the Contractor until a settlement can be reached on the incomplete work. Huntsville Utilities is not responsible for costs associated or accumulated with work stoppage.

It is understood that the work proposed to be done shall be accepted by the Owner when fully completed and finished in accordance with the Contract Documents, and that the Bidder shall fully insure and guarantee the work until final completion and acceptance, and for a period of one year thereafter, unless specifically stated otherwise in the Contract Documents.

Huntsville Utilities is a tax-exempt organization and therefore does not pay sales and use taxes.

RETURN THIS DOCUMENT

ATTACHMENT E
SEGMENT 2
PROPOSAL GUARANTEE

The Bidder hereby agrees and certifies that all prices shown herein shall be good for a period not less than ninety (90) calendar days. In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

The Bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars (\$10,000).

The bid security accompanying this Proposal may be returned to the Bidder, unless, in case of the acceptance of the Proposal, the Bidder shall fail to execute a contract and file acceptable Performance and Payment Bonds within fifteen (15) days unless otherwise specified after its acceptance, in which case the bid security shall become the property of the Owner, and shall be considered as payment for the damages due to delay or other inconveniences suffered by the Owner on account of such failure of the Bidder.

Company Submitting Bid

Address, City and State Zip

Telephone number: _____ Cell Number: _____

E-mail for Company (in general): _____

E-mail for Bidder (and/or e-mail for bid communications): _____

Signature of Bidder

Title

Contact Person

Attest

IN WITNESS HERETO, the undersigned has set its hand, or if a corporation, has caused this instrument to be executed and its seal affixed by its duly authorized officer(s).

This _____ day of _____, 20____

Seal and Authorization

(if a corporation) Name of Corporation or Company

THIS AGREEMENT, made and entered into BY AND BETWEEN

CONTRACTOR, Party of the First Part, and
THE CITY OF HUNTSVILLE, ALABAMA, A MUNICIPAL CORPORATION, WITHIN THE STATE OF ALABAMA,
d/b/a, HUNTSVILLE UTILITIES, Party of the Second Part,
hereinafter referred to as the OWNER.

**** WITNESSETH ****

The CONTRACTOR, in consideration of the sum to be paid by the OWNER and of the covenants and agreements herein contained, hereby agrees at its own proper cost and expense to do all the work and furnish all materials, tools, labor, supervision and all appliances, machinery, and appurtenances for the project set forth herein to the extent of the bid made by the CONTRACTOR, all in full compliance with the contract documents referred to herein.

The contract documents shall include but not be limited to the Invitation for Bid, all terms and conditions, qualification forms, pricing proposal forms, signed proposal, scope of work, and any other printed or written explanatory matter thereof, including any and all addenda, as prepared by the OWNER, all of which are made a part of this Contract as if fully and completely set forth herein. All the aforesaid documents are collectively referred to as "Contract Documents".

In consideration of the performance of the work as set forth in these Contract Documents, and subject to adjustments in accordance with the Contract Documents, the OWNER agrees to pay the Contractor and to make payments in the manner and at the times provided in the Contract Documents, based on the prices contained herein. The CONTRACTOR agrees to commence the work to be performed under this agreement on a date to be specified in a written notice by the OWNER or the commencement date of this Contract.

The said CONTRACTOR further agrees to indemnify, hold harmless, and defend the OWNER, the City of Huntsville, members of the Huntsville Utility Boards, or their representatives, employees, agents or servants from and against any and all liability for loss, damages, attorney fees, and expenses which the OWNER, the City of Huntsville, members of the Huntsville Utility Boards, or their representatives, employees, agents or servants, may suffer or be held liable by reason of injury or damage to any person or property arising out of or in any manner connected with the operations to be performed under this Contract whether or not due in whole or in part to any act, omission, or negligence of the OWNER, the City of Huntsville, the members of the Huntsville Utility Boards, or to any of their representatives, employees, agents or servants.

The CONTRACTOR must file with the OWNER evidence of adequate insurance for damages to persons and property which may arise out of performance of this Contract, and which is set forth in the Contract Documents and attachments hereto.

No additional work or extra tasks shall be performed unless the same shall be duly authorized by appropriate action by the OWNER in writing.

RETURN THIS DOCUMENT

**ATTACHMENT E
SEGMENT 8
CONTRACT**

This Contract does not make either Party the agent or legal representative of the other Party and does not create a partnership or joint venture between the Parties. This Contract is non-exclusive, and OWNER may enter into similar agreements with third parties.

Each Party represents and warrants to the other Party that: (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Contract, (b) it will comply with all applicable laws in connection with the obligations under this Contract, and (c) this Contract constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the effect of bankruptcy, insolvency, and similar laws affecting the rights and remedies of creditors, and general equitable principles.

Neither Party may transfer or assign, voluntarily or by operation of law, its rights, and obligations under this Contract without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned, or delayed).

In the event that either Party becomes subject to bankruptcy or a custodian, receiver, trustee, intervenor, or other officer under the authority of Chapters 7, 9, 11 or 13 of the Bankruptcy Code as defined in the United States Code or any applicable state law within any jurisdiction, whether voluntary or involuntary, or makes an admission or is determined by a court of law to be insolvent, such Party shall be deemed in default of this Contract and either Party shall have the right to terminate this Contract within thirty (30) calendar days of its notification of any bankruptcy proceeding or any admission or judicial determination of insolvency.

In no event will either party be liable to the other party for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with this contract, including but not limited to, lost profits, lost revenue, loss of goodwill, loss of anticipated savings, or loss of business opportunity incurred or suffered by either party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

CONTRACTOR is in default of this Contract if it fails to cure any material breach of any term of this Contract within seven (7) days of receiving written notice of the breach from OWNER; provided that if the breach is not reasonably curable within seven (7) days then the period for cure shall be extended for up to an additional seven (7) days so long as CONTRACTOR is diligently pursuing a cure at the end of the first seven (7) days.

Any and all disputes arising out of this Contract will be governed, construed, and enforced according to the laws of the State of Alabama, excluding its conflict-of-law principles. A Party seeking to bring an action relating to the validity, construction, interpretation, and enforcement of this Contract shall institute such action in the Circuit Court of Madison County, Alabama, or the United States District Court for the Northern District of Alabama.

Neither Party will be liable for delays or any failure to perform under this Contract due to causes that prevent the Party from performing its obligations under this Contract by reason of a Force Majeure Event. "Force Majeure Event" means event or circumstance that prevents one Party from performing its obligations under this Contract, which event is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of commercially reasonable diligence, the claiming Party is unable to overcome or avoid or cause to be avoided, including but not limited to acts of God/nature, fire, explosion, flood, storm or other similar catastrophe, war, revolution, civil commotion,

RETURN THIS DOCUMENT

**ATTACHMENT E
SEGMENT 8
CONTRACT**

acts of public enemies, terrorism or national emergency, or any law, order, or regulation of the government (or any department, agency, commission, court, or bureau of a government) resulting from the above. The other Party will not be required to perform or resume performance of those of its obligations that correspond to the obligations of the Party excused by Force Majeure Event, until the end of such Force Majeure Event.

The representations, warranties, covenants, and agreements of the Parties set forth in this Contract are not intended for, nor will they be for the benefit of or enforceable by, any third party or Person not a party to this Contract.

Neither Party may use any logo or service mark of the other Party without the express written consent of the other Party.

The waiver by any Party hereto of a breach under any of the provisions of this Contract, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Contract or to exercise any right or privilege hereunder will not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder. A waiver of any provision of this Contract by a Party must be in writing to be effective and will not be construed as or constitute a waiver of any other provision not expressly stated in the waiver by such Party.

If any provision of this Contract is found unenforceable or invalid, the remainder of this Contract will remain in full force and effect and it, and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

The terms and provisions contained in this Contract that by their nature and context are intended to survive the performance thereof by the Parties will so survive the completion of performance and termination or early termination this Contract, including, without limitation, provisions for indemnification.

The Contract Documents constitute the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed therein. Any prior agreements, promises, negotiations or representations regarding the subject matter of the Contract Documents are of no force or effect. No alteration, modification, amendment, or variation of the terms of any provision will be valid unless made in writing and signed by duly authorized representatives of CONTRACTOR and OWNER.

Project Name and IFB #: _____

Bid Submittal Date: _____ Contract Duration: _____ Days Months Years

Price Type: _____ Contract Amount: \$ _____

Contract Amount (in written form): _____

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**ATTACHMENT E
SEGMENT 8
CONTRACT**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first written above in two (2) consecutive counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed as the original Contract.

OWNER:
CITY OF HUNTSVILLE, ALABAMA,
A MUNICIPAL CORPORATION WITHIN
THE STATE OF ALABAMA, d/b/a
HUNTSVILLE UTILITIES

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

ATTACHMENT F
SEGMENT 1
NON-COLLUSION AFFIDAVIT

I, _____, being duly sworn, depose and say:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.
2. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other CONTRACTOR, bidder, or potential bidder.
3. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project and will not be so disclosed either directly or indirectly prior to bid opening.
4. No attempt has been made or will be made to solicit, cause, or induce any firm or person to submit or not submit a bid on this project, or to submit a bid higher than the bid of this firm, or submit intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of material or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on the project.
7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid in cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid or agreeing to do so, on this project.
8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representation made in this affidavit.

Company

Signature

Name

Title

Sworn to me this _____ 20____

Signature of Notary

Name of Notary

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**ATTACHMENT F
SEGMENT 3
CONFLICT OF INTEREST FORM**

Has anyone from The City of Huntsville, a Huntsville Utilities employee, a Huntsville Utilities Board Member, or representative from Huntsville Utilities or the City of Huntsville dually elected or appointed ever been employed, retained, induced, or directed to solicit or secure the Agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

In the event of any allegation of substance (determination of which will be made solely by Huntsville Utilities) that Item #1 has been violated, will you, Contractor, cooperate fully with Huntsville Utilities in establishing whether or not the allegation is true?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If a violation of Item #1 above is found to have occurred, the Agreement may be terminated by Huntsville Utilities.

SUPPLIER/CONTRACTOR/CONSULTANT:

Company Name

Address

City, State, Zip Code

Signature

Printed Name

Title

RETURN THIS DOCUMENT

ATTACHMENT F
SEGMENT 5
VENDOR APPLICATION

Please complete this form in its entirety and return as soon as possible as failure to return the form may restrict your ability to bid on materials, equipment, and/or services. If you would like to attach a line card or capability statement, please return with your completed application. No goods should be delivered, or services completed without an approved purchase order.

GENERAL BUSINESS INFORMATION

Company Name _____
Alternate Name (DBA) _____
Street and/or P.O. Box _____
Street 2 _____
City _____ State _____ Zip _____
Business Phone _____ Fax # _____
Tax Identification # (SSN or FEIN) _____

Please attach the most current version of the W-9 or W-8BEN-E form with this application. Is the form attached?

Yes No

Business Classification (check all that apply) **(Provide Certification Date and Unique Entity Identifier Number.)**

Veteran Owned Business (VBE) Small Business (SMB) Minority Owned Business (MBE) HubZone
Women Owned Business (WBE) Minority Women Owned (MWE) Other _____
Certification Date _____ Withholding Tax Code _____
UEI Code _____ NAICS Code _____

Company is legally established as a:

Corporation State of Incorporation _____ Incorporation Date _____
Partnership Partner(s) Names _____
Joint Venture Partner(s) Names _____
Proprietorship Owner Name _____
Other Specify _____

Is your company licensed to do business in the State of Alabama? Yes No Cert # _____

Is your company licensed to do business in the City of Huntsville? Yes No Cert # _____

Is your company licensed to do business in Madison County? Yes No Cert # _____

SALES CONTACT INFORMATION

Name _____
Title _____
Business Phone _____ Business Email _____

REMITTANCE INFORMATION (if different from above)

Name of Contact Person _____
Title of Contact Person _____
Street and/or P.O. Box _____
Street 2 _____
City _____ State/Zip _____
Business Phone _____ Email _____
Payment Terms 2% 10 days Net 30 days Other _____

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TYPE OF SERVICE OR PRODUCT

- | | | | | | | | |
|-----------------------|--------------------------|----------------------------|--------------------------|-------|--------------------------|--------------|--------------------------|
| Materials: Electric | <input type="checkbox"/> | Gas | <input type="checkbox"/> | Water | <input type="checkbox"/> | Fiber | <input type="checkbox"/> |
| Equipment: Electric | <input type="checkbox"/> | Gas | <input type="checkbox"/> | Water | <input type="checkbox"/> | Fiber | <input type="checkbox"/> |
| Tools: Electric | <input type="checkbox"/> | Gas | <input type="checkbox"/> | Water | <input type="checkbox"/> | Fiber | <input type="checkbox"/> |
| Office Supplies | <input type="checkbox"/> | Engineering/Design | <input type="checkbox"/> | | | Construction | <input type="checkbox"/> |
| Technology Services | <input type="checkbox"/> | Technology Equipment | <input type="checkbox"/> | | | Facilities | <input type="checkbox"/> |
| Heavy Machinery | <input type="checkbox"/> | Landscaping | <input type="checkbox"/> | | | Fleet | <input type="checkbox"/> |
| Professional Services | <input type="checkbox"/> | Physical Security & Safety | <input type="checkbox"/> | | | | |

Please specify type of Professional Service _____

Other (please explain) _____

Will the services you provide require access to Huntsville Utilities (HU) data? Yes No

Will the services you provide require physical access to HU facilities or worksites? Yes No

BANK REFERENCE

Bank Name _____

Contact Name & Title _____

Street and/or P.O. Box _____

Street 2 _____

City _____ State/Zip _____

Business Phone _____ Email _____

As the Vendor, I have read and understand the Huntsville Utilities Vendor Code of Business Conduct (Code) and agree to abide by the terms, and hereby represent and warrant that I will not take any action that might constitute a violation or breach of any provision of the Code and acknowledge that compliance with the Code is required to maintain status as a HU Vendor.

Name of Person Completing Application _____

Title of Person Completing Application _____

Contact Information of Person Completing Application:

Email _____ Business Phone _____

Signature of Person Completing Application: _____

Date: _____

Please complete the form online, e-mail to purchase@hsvutil.org or return completed form via mail to:
Huntsville Utilities

Attn: Purchasing Department - Vendor Information

P.O. Box 2048

Huntsville, AL 35804

ATTACHMENT F
SEGMENT 6
VENDOR CODE OF CONDUCT FORM

Huntsville Utilities (HU) maintains the highest standards of ethical conduct in all our dealings with customers and Vendors. HU's Purchasing Policy advocates that all Vendor relationships should be marked by fairness, integrity, service, and progressiveness. As such, HU requires that Vendors be able to demonstrate compliance with this Vendor Code of Business Conduct (Code) when conducting business with or representing HU. Vendors are required to be aware and knowledgeable of all applicable laws and regulations, and to fully comply with both the form and intent of such laws and regulations.

APPLICABILITY

This Code is applicable to you as a HU Vendor, as defined at the end of this document. Based upon the nature of work that will be performed, Vendors may be required to pass a background investigation and/or be a drug-free workplace. You will be informed during the bid process whether these requirements will apply.

This Code contains general requirements applicable to all Vendors. Contracts may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede a more specific provision in a particular contract, and to the extent, there is any inconsistency between this Code and a particular contract, the contract provision will control.

CODE REQUIREMENTS

The Code is consistent with our dedication to strengthen the communities we serve and is not intended to identify or delineate all possible circumstances that could present an ethics violation or business conduct concern. HU expects all Vendors to exercise good judgment in every interaction with our representatives (employees and board members) and customers. This includes, but is not limited to, the following requirements:

Ethics

Vendors should place the best interests of HU's customers and the public trust above their own personal business interests; operate with fiscal responsibility and high ethical standards; address complex issues and problems head-on; be truthful, honest, compassionate, fair, equitable and transparent; and communicate fully and openly to ensure ethical and appropriate behavior.

Discrimination and Harassment are Prohibited.

- Illegal discrimination or harassment in the workplace of any HUs' representatives based on race, sex, religion, national origin, color, age, veteran status, genetic information, sexual orientation, gender identity, or disability is not tolerated. Harassment will be defined from the perspective of the target - not the offender.
- It is a violation of the Code to retaliate, threaten, or seek any type of reprisal against a representative who reports discrimination or harassment, or who participates or cooperates in an investigation.

Gifts, Meals, and Entertainment

HU's representatives are not allowed to accept gifts or gratuities of other than nominal value as defined at the end of this document. HU complies with Alabama Code §36-25-7, anything offered as an attempt to corruptly influence official action is prohibited, regardless of whether it is a thing of value under the law or not.

Conflicts of Interest and Anti-Bribery

RETURN THIS DOCUMENT

VENDOR CODE OF CONDUCT FORM

- Vendors should have no relationship, financial or otherwise, with any HU representative that might conflict with or influence, or appear to conflict with or influence, the Vendors' obligation to act in the best interest of HU.
- If the Vendor includes a family relative (spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) of a HU representative, or if a Vendor has any other relationship with a HU representative that might represent a conflict of interest, the Vendor should disclose this fact to HU, or ensure that the HU representative does so.
- Vendors agree they will make no payments on behalf of HU without obtaining prior approval from HU.
- Vendors shall not use (employ, retain, induce, or direct to solicit) City of Huntsville representatives (only applicable to duly elected or appointed staff), or HU representatives to secure any Vendor contract.
- Vendors must comply with the Foreign Corrupt Practices Act and agree that they will not transfer anything of value, directly or indirectly, to obtain any improper benefit or advantage. In addition, the Vendor agrees that no money paid to them has been or will be used to pay any bribe or kickback in violation of applicable laws.
- Vendors must keep written records of all payments (including any gifts, meals, entertainment, or anything else of value) made by them on behalf of HU, or out of funds provided by HU. A copy of these records must be provided to HU upon request.

Protecting Information

- HU protects the confidential information of its customers, company, representatives, Vendors, and business partners. Vendors must comply with applicable laws, regulations, and contracts related to confidential information. This includes copyright, patent, and trademark rights.
- When confidential information is shared, Vendors will be required to sign the HU *Non-Disclosure Agreement*.
- If the Vendor believes it has been given access to HU confidential information in error, the Vendor must immediately notify its HU contact, and refrain from further distribution of the information. The HU contact shall notify, without delay, the HU Ethics Committee.

General Business Conduct

All Vendors must:

- Comply with HU safety and security policies and procedures, and not contribute or create a health or safety hazard. Based upon the nature of the work to be performed, the Vendor may be required to complete a Contractor Safety and Health Questionnaire.
- Not bring dangerous or unauthorized materials such as weapons, explosives, or other similar items to HU's workplaces.
- Conduct business in a manner that protects and preserves the environment.
- Not solicit, sell, collect funds, or distribute non-business-related reading materials in HU's workplaces.
- Not post, deface, or remove notices/signs or writing in HU's workplaces.
- Accurately document all transactions with HU in your financial records, and prevent side agreements, whether oral or written. Contracts must be signed by those with proper authority.

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ATTACHMENT F
SEGMENT 6
VENDOR CODE OF CONDUCT FORM

- Be honest at all times, and not make false, vicious, or malicious statements at any time concerning HU’s customers, company, or representatives.
- Not falsify HU’s records or reports.
- Not damage, deface, abuse, allow unauthorized use of, or misappropriate assets of HU’s customers, representatives, or vendors.
- Not abuse or exploit HU’s E-mail; Internet; information technology systems, applications, or hardware.

REPORTING COMPLAINTS OR CONCERNS

Potential Code complaints or concerns should be directed to members of the HU Ethics Committee by telephone, email, or through our anonymous, third party-managed “hot line” service. Vendors may use the phone number 1-888-309-1744, or the website to make a report.

<https://hsvutil.alertline.com/gcs/welcome>.

ENFORCEMENT

HU sincerely believes the Code consists of common-sense rules that are easily understood and recognized as being essential for the effective and efficient operation of our company. The Ethics Committee is responsible for enforcement of the Code and will investigate and make recommendations for resolving any complaints or concerns.

The Vendor hereby represents and warrants that it will not take any action that might constitute a violation or breach of any provision of the Code and acknowledges that compliance with the Code is required to maintain status as a HU Vendor.

Company:

Name:

Title:

Signature: _____ Date: _____

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DEFINITIONS

Conflict of Interest

A conflict of interest occurs whenever a representative of HU or a Vendor participates in an activity that could cast doubt on their ability to act with total objectivity or appears to interfere with the best interests of HU as a whole. A conflict of interest can occur even when the representative or Vendor believes that he/she can be fair or impartial.

Ethics Committee

The HU Ethics Committee consists of the HU President/Chief Executive Officer, Vice President Human Resources, Director of Internal Audit, and an Equal Employment Opportunity Officer. All Ethics Committee members have direct or indirect reporting lines to the Boards of Directors.

Gratuity

A gratuity is defined to include, but not limited to, money, gifts, favors, hospitality, loans, entertainment, services, offers of employment, or any other benefit or item of more than nominal value. HU's employees are not permitted to receive any ticket(s), regardless of value, for any sporting or entertainment event.

HU Asset

An asset refers to all HU's workplaces, and everything belonging to HU. This includes, but is not limited to, facilities, records, tools, machines, equipment, materials, supplies, and cash; employees' time at work and work product; computer networks, systems, and software applications; electronic and communication devices; company vehicles; and confidential and proprietary information.

Nominal Value

For purpose of this Code, nominal value is defined as anything having a value of less than \$25, and that is customarily and routinely given by Vendors, and not exclusively to HU or its representatives (examples include coffee mugs, pens, calendars, notepads, or the like.) The aggregate value of items of nominal value from a single individual or entity shall not exceed \$50 per calendar year.

Representative

A representative refers to a HU employee or a member of the Boards of Directors of HU.

Vendor

A vendor is a third party, consultant, contractor, supplier of products, or others with a contract, purchase order, or service agreement with HU, and includes all personnel employed or contracted by a vendor to perform work or services for HU. A vendor may also refer to any individual or entity that HU is actively considering using or is interested in doing business with HU.

**HUNTSVILLE UTILITIES ELECTRIC DEPARTMENT
SPECIFICATION FOR 14.4 kV SINGLE PHASE REGULATOR**

1. SCOPE

- 1.1 These specifications cover a complete outdoor single phase oil immersed regulator.
- 1.2 The regulator will be used on either a 24940Y/14400v or a 12470Y/7200v utility electric distribution system.
- 1.3 The oil-filled regulator shall be designed, manufactured, and tested in accordance with this specification and all applicable sections of the latest revisions of the following standards, unless otherwise specified.
 - 1.3.1 NEMA TR-1, Transformers, Regulators, and Reactors.
 - 1.3.2 ANSI C57, especially C57.12.00, C57.12.90, and C57.15.
 - 1.3.3 ANSI C76.1 on Apparatus Bushings.
 - 1.3.4 ANSI C62.1 an NEMA LA-1 for Surge Arresters.
 - 1.3.5 ICEA Specifications for wire and Cable.

2. RATINGS

The regulator shall meet one of the following ratings:

- 2.1 kVA and Line Amperes at 558C rise OA, as shown below:

kVA:	432	576	<u>720</u>	833
Line Ampere:	300	400	<u>500</u>	578

- 2.2 Voltage: 14400v, with a tap to operate at 7200v.
- 2.3 Basic Impulse Level: 150 kV.
- 2.4 Winding Material: aluminum.
- 2.5 Voltage Range: 610% in 32 - 5/8% steps.
- 2.6 Frequency: 60Hz.

3. EVALUATION

- 3.1 The units will be awarded on the basis of the cost of ownership for thirty (30) years and compliance with the specifications. Alternates will not be considered in calculation of the cost of ownership. Auxiliary losses are considered in evaluation.

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- 3.2 Loss data required with proposal.
 - 3.2.1 Losses are at 14400v.
 - 3.2.2 No Load Losses at neutral (N) and raise one (+1) step in watts.
 - 3.2.3 Load Losses at raise 15 and 16 steps (+15, +16), and lower 15 and 16 steps (-15, -16) in watts.
 - 3.2.4 Auxiliary losses, in watts, if applicable.
 - 3.2.5 Cost of ownership = 1.4 x bid price
 - plus \$1.639 x load loss in watts
 - plus \$3.612 x no load loss in watts
 - plus \$3.612 auxiliary loss in watts;
 where the no load losses are the average of the losses at N and +1 step losses, and the load losses are the average of the losses of the +15, +16, - 15, and -16 step losses.
- 3.3 Huntsville Utilities may require credit from the manufacturer equal to the present value of the added cost of ownership for a 30 year period but not to exceed the original purchase cost of the regulator, for units that exceed quoted losses. The credit shall be based on the difference of the actual losses and quoted losses using the evaluation formula.

4. DRAWINGS and INSTRUCTIONS

- 4.1 The following drawing and instruction books are required for each regulator supplied unless otherwise instructed.
- 4.2 Three installation and operation manuals with each unit.
- 4.3 Two (2) sets of final drawings as AutoCAD™ file(s) on CD.
- 4.4 Drawings and manuals to be delivered at least five (5) working days prior to delivery of units.
- 4.5 Drawings and manuals shall be delivered at the following:

Huntsville Utilities
 112 Spragins Street
 Huntsville, AL 35801
 Attn: Whitney Foster

5. CONSTRUCTION

- 5.1 The regulator shall be built and assembled as a unit in the United States of America.
- 5.2 Dimensional Limits
 - 5.1 The dimension limits shown are required due to existing substation mechanical layouts.

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- 5.2 Unit shall not exceed 98" overall height.
- 5.3 Unit shall not exceed 48" overall width.
- 5.4 Unit to be one piece for untanking purposes.
- 5.5 External Position Indicator.
 - 5.5.1 Mounted above oil level.
 - 5.5.2 Numbers to be reflective.
 - 5.5.3 Mounted at 45 degree downward angle.
 - 5.5.4 Plexiglas faceplate.
- 5.6 Oil Level Sight.
- 5.7 1/2" Oil Drain Valve with Sample Device to be supplied.
- 5.8 Tank and Control Cabinet Finish Requirements:
 - 5.8.1 Sky Gray ANSI #70 finish paint.
 - 5.8.2 Minimum 3 mils of finish paint thickness over primer coat.
 - 5.8.3 Minimum of 2 coats of finish paint.
 - 5.8.4 Minimum 1 mil primer coat thickness.
- 5.9 Bypass Lightning Arresters.
 - 5.9.1 Located between S and L.
 - 5.9.2 Internal under oil or external between bushings mounting.
 - 5.9.3 Bid to specify mounting location and type of unit.
- 5.10 Bushings Designations To Be Stamped or Embossed into Tank Cover
- 5.10 Connectors to be Supplied With Unit.
 - 5.11.1 Bushing connectors for 2/0 AWG thru 800 MCM Copper.
 - 5.11.2 Ground connector for 2/0 AWG Copper.
 - 5.11.3 Bid to specify connector manufacturer.
 - 5.11.4 Bid to specify connector manufacturer's catalog number.

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- 5.12 Pressure Relief Device to be provided.
 - 5.12.1 Qualitrol Pressure Relief Valve.
 - 5.12.2 Unidirectional Breather.
 - 5.12.3 Bid to specify which device will be provided.
- 5.13 Nameplates shall specify month and year of manufacture, in addition to all other items required in ANSI C57.15 section 6.4.
- 5.14 Removable and adjustable stand to permit the owner to obtain an 8'6" bottom of the bushing dimension.
- 5.14 Shall be equipped with load-side PT and wired out to terminal strip inside the control panel.

6. CONTROLS

- 6.1 The regulator shall be furnished with an enclosed control panel (#24310111X1244XXXXXXX or latest SEL 2431 Control available) or approved equivalent with the features specified in sections 6.2, 6.3, and 6.4 below. Control shall be able to be controlled remotely by SCADA.
- 6.2 Micro-Processor Controls:
 - 6.2.1 Bandwidth: 1 to 6 volts, 1/2 volt steps.
 - 6.2.2 Base Voltage: 106 to 134, 1 volt steps.
 - 6.2.3 Line Compensation:
 - 6.2.3.1 Dual polarity (+/-).
 - 6.2.3.2 Resistance: 0 to 24 volts, 1 volt steps.
 - 6.2.3.3 Reactance: 0 to 24 volts, 1 volt steps.
 - 6.2.4 Neutral Light.
 - 6.2.5 Manual/Off/Automatic switch.
 - 6.2.6 SCADA control terminal strip.
 - 6.2.7 Bandwidth indicating meter or band-edge indicator lights, bid to specify which will supplied.
 - 6.2.8 External/Off/Internal power switch.
 - 6.2.9 External power jack, (jack shall not energize high-voltage bushings).

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- 6.2.10 Voltage test jack.
- 6.2.11 Drag hand reset control.
- 6.2.12 Six (6) digit operation counter.
- 6.2.13 Time delay.
 - 6.2.13.1 10-120 second.
 - 6.2.13.2 10 second steps.
 - 6.2.13.3 Field adjustable.
- 6.2.14 Separate motor and control fuses.
 - 6.2.14.1 Spare fuse for each.
 - 6.2.14.2 Fuses to be on face of control panel.
- 6.2.15 Voltage reduction control:
 - 6.2.15.1 Local/remote/off switch.
 - 6.2.15.2 Remote control from SCADA.
 - 6.2.15.3 0-10% reduction in 1% steps.
- 6.3 Control Panel:
 - 6.3.1 One polarized jack for disconnecting.
 - 6.3.2 Jack shall have an automatic CT shorting feature.
 - 6.3.3 Direct control interchangeability, with all other units supplied by manufacturer.
 - 6.3.4 Cabinet to be weatherproof and lockable.
 - 6.3.5 All leads to be color coded or labeled.
 - 6.3.6 Lightning arresters on inputs.
- 6.4 Communications:
 - Control shall support the following:
 - 6.4.1 RS-232.
 - 6.4.2 RS-485.

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6.4.3 Fiber-Optic with ST Connectors.

6.4.4 DNP 3.0 Protocol.

7. INSULATION OIL

Transformer insulation oil shall be furnished as follows:

7.1 The regulator shall be complete with the required amount of insulation oil. The oil to be Westinghouse Electric Corporation WEMCO "C" oil or equal.

7.2 The oil shall contain NO PCB's.

7.3 The regulator is to ship oil filled.

8. WARRANTY

8.1 Full three (3) Year Warranty on Material and Workmanship from date of installation, or 42 months from date of shipping which ever comes first.

9. TESTING and REPORTS

9.1 The manufacturer shall perform the tests specified in ANSI C57.12.15 and supply certified reports as specified below. Reports are to be issued for each unit and shall show serial number of the unit.

9.2 Three (3) certified copies of test and loss data.

9.2.1 Impedance.

9.2.2 No Load Losses.

9.2.3 Load Losses.

9.2.4 Dielectric withstand.

9.2.5 Certified PCB test.

9.2.6 Insulation Resistance test.

9.2.6.1 Core ground.

9.2.6.2 Windings to ground.

9.2.7 Ratio test.

9.2.8 Polarity test.

9.3 Reports are to be delivered at least five (5) working days prior to delivery of the units.

HUNTSVILLE UTILITIES ELECTRIC DEPARTMENT

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9.4 Receipt of the certified test reports by Huntsville Utilities shall be a requirement for payment.

10. ALTERNATES

Following alternates may be quoted.

10.1 Copper windings

11. PROPOSAL SUBMISSIONS

11.1 Proposals are to be submitted in duplicate.

11.2 Proposals are to be submitted with the attached Technical Proposal Form included.

11.3 Failure to submit Technical Proposal Form will be grounds for rejection of the bid.

11.4 Technical Proposal Form may be machine reproduced for inclusion in your proposal.

11.5 Proposal to include an outline drawing of unit with bid.

11.6 Proposal to include an estimated weight of unit with bid.

11.7 Proposal should include pricing for eighteen (18) regulators.

12. EXCEPTIONS

12.1 Exceptions are to be clearly stated as such.

12.2 Exceptions are to be on a separate sheet(s), included in bid, and reference specification item number.

12.3 Exceptions to these specifications will be grounds for rejection of bid.

HUNTSVILLE UTILITIES ELECTRIC DEPARTMENT	
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TECHNICAL PROPOSAL FORM

- 1. Does your bid include exceptions to these specifications? ___ YES ___ NO
If yes, have you attached the required exception sheets? ___ YES ___ NO
- 2. Have you included supplemental data? ___ YES ___ NO
- 3. Item 3.2 Losses in watts at rated voltage:
Neutral: _____ Raise (+ 1): _____
Lower (-15): _____ Raise (+15): _____
Lower (-16): _____ Raise (+16): _____
- 4. Item 6.2.7, Which indication type are you providing? _____
- 5. Item 5.9, What type of bypass arrester are you providing? _____
Where are they mounted? _____
- 6. Item 5.11, Who is the connector manufacturer? _____
What are his catalog numbers? _____
- 7. Item 5.12, What kind of pressure relief are you providing? _____
- 8. Item 11, complete the following dimensional and weight data:
11.5 outline attached? ___ YES ___ NO 11.6 weight: _____
- 9. Base Proposal Price is: _____ (We require F.O.B. Huntsville, AL.)
- 10. Price break quantities _____ and pricing _____.
- 11. Removable and adjustable stands for all regulators pricing: _____
- 12. Prices quoted shall remain firm for a period of ___ months from date of proposal opening.
- 13. Item 10. Alternates: Adder (deduct) for copper windings. _____
- 14. Delivery _____ weeks After Receipt of Order (A.R.O.)
- 15. Payment terms _____. Discounts for early payment will be considered in the pricing evaluation.

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Submitted by: _____

Firm

Signature

Address

Title

Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH BID.
FAILURE TO SUBMIT THIS FORM WILL BE GROUNDS FOR REJECTION OF THE BID.**

HUNTSVILLE UTILITIES ELECTRIC DEPARTMENT

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