



SUBSTATION Switching Facilities

Request for Proposal 2024-04

Date: November 8, 2023

Issued by:

**Purchasing Division
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I. INTRODUCTION

The City of Franklin, Virginia (hereinafter called the “Purchaser”), will receive sealed proposals for furnishing Substation and Switching Facilities as specified. Proposals will be received, opened, and read at the time and location as follows:

Location: City of Franklin
207 W 2nd Avenue
Franklin, VA 23851
Time: 2:00 p.m., local time
Date: Wednesday, December 6, 2023

Proposals received after the date and time specified for the opening will be returned unopened.

II. SPECIFICATIONS

See Appendix I.

III. PROPOSAL FORMAT

- A. The proposal for this submittal shall contain all the information requested in Appendices A through H.
- B. Proposals and supporting documentation shall be submitted in a sealed envelope to:

Mailing Address (USPS, FedEx, UPS)

City of Franklin
207 W 2nd Avenue
Franklin, VA 23851
Attn: Rachel Trollinger

- C. The name and address of the Bidder as well as the date and hour of the opening of the Proposals must appear on the envelope in which the Proposal is submitted. Proposals shall also be marked "**SEALED PROPOSAL FOR THE PURCHASE OF 115 KV – 13.2/7.62 kV SUBSTATIONSWITHCING FACILITES.**"
- D. Proposals will be required to comply with all applicable statutes, regulations, etc., as set forth by the State of Virginia and those attached to and made a part of these documents.
- E. Each proposal must be accompanied by a certified check on a bank that is a member of the FDIC, payable to the order of the Purchaser, or a Bidder's Bond acceptable to the Purchaser and running in favor of the Purchaser, in an amount equal to (5%) of the maximum proposal price. If a proposal is accepted, the Bidder agrees that by filing

its proposal together with such check or Bidder's Bond in consideration of the Purchaser's receiving and considering such proposal, said proposal shall be firm and binding upon each such Bidder and such check or Bidder's Bond shall be held by the Purchaser for a period not to exceed ninety (90) days from the date set for the opening of the proposals.

- F. Any conditions, requirements, or restrictions included as part of the Bidder's Proposal as set forth in these Notice and Instructions to Bidders may result in the proposal being deemed non-responsive.
- G. The Proposal shall include transportation charges for all equipment to the substation site located in Franklin, Virginia.
- H. Virginia sales tax is applicable to the purchase of this equipment. Each Bidder shall show, as a separate item, the amounts which will be payable by the successful Bidder as a result of taxes imposed by any taxing authority for the sale, purchase or use of these materials, supplies and equipment included in the taxable items furnished.
- I. The Purchaser reserves the right to make a contract for the lump sum price to one Bidder or to award contracts to multiple Bidders by section. The Purchaser also reserves the right to award contracts to multiple vendors based on pricing and experience.
- J. The Purchaser reserves the right to waive minor irregularities or minor errors in the proposal which appear to have been made through inadvertence, provided such irregularities or errors so waived are corrected on the proposal prior to its acceptance by the Purchaser. The Purchaser also reserves the right to reject any and all proposals or to accept a proposal other than the lowest submitted, if such action is deemed to be in the best interest of the Purchaser.
- K. It is the policy of the Purchaser to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of Virginia.
- L. It is further the policy of the Purchaser to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is the policy of the Purchaser to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
- M. "The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the Virginia Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the Purchaser any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and

sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.”

- N. It is the intent of the Purchaser to promote the use of local businesses and hiring citizens living within the local City of Franklin/Franklin County area when possible.
- O. Questions regarding the specifications and/or requirements of the Request for Proposal or requests for documentation shall be directed to Progressive Engineering Consultants, Inc. by calling (704) 545-7327, email (progress@pecinc.net) or US mail to the PO Box 690638, Charlotte, NC 28227.
- P. Payment terms shall be Net 30 days following successful completion of all specified tasks by the Bidder.

IV. EVALUATION CRITERIA

The following evaluation criteria shall apply:

Evaluation Criteria		Points
1.	Proposal	25
2.	Purchase Price	20
3.	Evaluated Cost	20
4.	Delivery	16
5.	Payment Terms	10
6.	City Documents	7
7.	Bid Bond	2
Total		100

V. SELECTION PROCEDURE

- A. The City of Franklin intends to make final award to a single Bidder. Selection of the successful Bidder shall be as follows:
 - 1. As previously stated, Bidder shall make written proposals.
 - 2. Following evaluation of the written proposals, the City may, at its discretion, engage in individual discussions with those Bidder deemed fully qualified, responsible, and suitable on the basis of the written proposals.
 - 3. Following these discussions, on the basis of the evaluation factors listed in this

request and all information obtained in the selection process to this point, the City shall rank those Bidder and enter into negotiations with those Bidders. Should negotiations fail with any Bidder, negotiations will be terminated with that Bidder and negotiations will be opened with the next ranked Bidder, as required by the Virginia Public Procurement Act. Should the City determine, in its sole discretion, that a Bidder is clearly more highly qualified than other under consideration, a contract may be negotiated and awarded to that Bidder. The file will show the Evaluation Committee's strengths and weaknesses of each proposal received as basis for the selections.

VI. CONTRACT AWARD

- A. The contract will be awarded based on the evaluation criteria set forth in the bid documents and consistent with the Virginia Procurement Act, the City's Code, the City's Procurement Policies and Procedures and other applicable law. Nothing herein requires that the City complete this Work and the City may determine not to award any Contract pursuant to this RFP in its sole discretion for any reason or no reason at all.

- B. The City reserves the right to make a contract for the lump sum price to one Bidder or to award contracts to multiple Bidders by section.

- C. The bid deposit shall be retained by the City if the successful bidder fails to execute the contract or fails to provide the required bonds as stated above within ten (10) days of the award of the contract.

APPENDIX A: GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by the City of Franklin, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “the City”) unless otherwise specified by the City in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the City: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the City’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by City will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the City in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the City and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 et seq. (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the City. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”,

“Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership, or other organization bidding or offering on any Solicitation issued by the City and/or offering to enter into Contracts with the City. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the City will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the City or who enters into any contract to which the City is a party.
- e. City: The City of Franklin, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the City.
- f. City Administrator: The City Manager of the City of Franklin and has signatory authority to bind the City to all contracts.
- g. City Attorney: The City Attorney of the City of Franklin.
- h. Purchasing Agent: The Director of Finance is the City’s Purchasing Agent and is responsible for the purchasing activity of the City of Finance.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the City and all Contracts to which the City is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.

k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the City. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.

l. Purchasing Agent: The Purchasing Agent employed by the City and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.

m. Request for Proposal (also referred to herein as a “RFQ”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFQ will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

n. Solicitation: The process of notifying prospective Bidders or Offerors that the City wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the City requirements may consist of public advertising (newspaper, City’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFQ”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.

o. State: The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the City, and shall be responsible for the procurement of goods, services, insurance, and construction in accordance with the City’s Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary, modifying every Solicitation and purchase order issued by the City. The City Administrator has signatory authority to bind the City to all contracts made lawfully.

No other City officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the City for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the City shall not be bound thereby.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the City’s intent to encourage and permit open and

competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the City in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The City must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the City does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the City shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the City does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the City no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the City. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the City, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the City.

8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers, or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches City by the designated date and

hour. The following rules apply to all Bids submitted to the City:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the City in its sole discretion may choose to consider the original Bid except that the City may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the City's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first workday on which normal City business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the City of his or her claim of right to withdraw his or her Bid within two

(2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his

or her Bid under the following circumstances:

i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.

ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the City, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the City may exercise its right of collection.

c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).

d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.

e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

f. The City shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the City denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the City shall return all work papers and copies thereof that have been submitted by the Bidder.

g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the City shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the City's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the City Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the City. The City may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

14. CONDITIONAL BIDS: Conditional Bids are subject to rejection in whole or in part.

15. RESPONSE TO SOLICITATIONS: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as

to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the City explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials, or supplies.

17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFQ will be made available for inspection as provided in Section 21 of these General Conditions.

18. **TAX EXEMPTION:** The City is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the City, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the City or any agency, public entity/locality or authority of the State.

20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any City representative or employee, other than the Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any City representative, other than the Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. **VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 et seq., except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the City shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the City decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the City decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the City, when procuring by “competitive negotiation” (RFQ), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the City.

22. **CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the City that no conflict of interest exists between Bidder/Contractor and City that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the City.

SPECIFICATIONS

23. **OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the City within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the City will

send a written addendum for clarification to all Bidders no later than three

(3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the City in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to indicate the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the Bidder will be required to furnish articles in conformity with that specification.

26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within

the time specified, without delay or interference;

- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the City on debt or Contract or is a defaulter on surety to the City or whether the Bidder's City taxes, or assessments are delinquent; and
- k. Such other information as may be secured by the City, the Purchasing Agent having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the City shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. **AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The City shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the City to accept it. Awards made in response to a RFQ will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFQ. The City reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the City. The City also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFQ, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the City at any time. The reasons for cancellation or rejection shall be made part of the contract file. The City shall not cancel or reject an IFB, a RFQ, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. **EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the City in

response to a RFQ or an IFB; excepting that the City may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the City's Procurement Policies and Procedures.

30. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the City will publicly post such notice on eVa: <https://eva.virginia.gov/index.html>.

31. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The City further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. **TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**

a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the City may give preference to Goods, Services and construction produced in the City of Franklin or provided by persons, firms or corporations having principal places of business in the City of Franklin. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no City or State choice is available, the tie shall be decided publicly by lot. The decision by the City to make award to one or more such Bidders shall be final.

b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the City may rely upon the accuracy of the information posted on this website.

c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances

where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2- 4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the City may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the City prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to City of Franklin (the "City") that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as amended, in all invitations to bid, requests for proposals, contracts, and purchase orders, City of Franklin does not discriminate against faith-based organizations. "Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made in full compliance with the Virginia Conflicts of Interest Act and without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

C. Immigration Reform and Control Act of 1986:

By submitting a bid or proposal, bidders, offerors or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Policy on Drug and Alcohol Abuse:

City of Franklin has adopted a Policy on Drug and Alcohol Abuse. By submitting a bid or proposal, bidders, offerors or contractors certify full compliance with this policy. A copy of the policy is available upon request. Further, in every contract over \$10,000 the following provisions apply:

During the performance of this contract, contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

(iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E. Taxes:

City of Franklin (federal I.D. #54-6001284) is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

F. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be paid as indicated in the accepted bid or proposal. The City reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document or if the quantity or quality of products or non-professional services delivered is inadequate.

G. Required Signature:

Prior to executing any contractor, the City may request documentation of the signer's authority.

H. Qualifications of Bidders, Offerors or Contractors:

The bidder, offeror, or contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the duties required by the contract in a good and workmanlike fashion and that it is authorized to do business in Virginia and has all necessary licenses required by law. The City of Franklin may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the bidder's, offeror's, or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the City reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the City that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

I. Changes to the Contract:

No fixed price contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000, whichever is greater. Changes can be made to the contract only by mutual agreement of the parties evidenced by a signed writing

J. Payment Terms:

All approved invoices will be paid within forty-five (45) days of receipt.

K. Default:

In case of default by the contractor for failure to deliver or perform in accordance with the contract's specifications or terms and conditions, the City may procure the articles or services from other sources and hold the defaulting the contractor responsible for any resulting additional purchase and administrative costs. The City will normally repurchase from the next low bidder or purchase competitively by re-solicitation. If the repurchase results in increased costs to the City, a letter will be sent to the defaulted contractor requiring payment for additional costs. When repayment is requested, the contractor will be removed from future bidding until the repayment has occurred. The contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence. Failure of a contractor's source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the contractor.

L. Assignment:

The contract may not be assigned, sublet, or transferred without the written consent of the City of Franklin.

M. Hold Harmless:

The contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the City of Franklin, its City Council members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the contract. Compliance by the contractor with the insurance provisions hereof shall not relieve the contractor from liability under this provision.

N. Audit:

The Contractor hereby agrees to retain all books, records, and other documents related to this Agreement for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The City and its authorized agents, state auditors, the grantor of the funds to the City, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts or transcriptions.

O. Ownership of Documents:

Any reports, studies, photographs, negatives, or other documents prepared by the contractor in the performance of its obligations under this contract shall be remitted to the City upon completion, termination or cancellation of the contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor' obligations under this Agreement without the prior written consent of the City. The City shall own the intellectual property rights to all materials produced under this Agreement.

P. Payment and Performance Bond:

If required by law, the contractor shall furnish to the City performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the Code of Virginia, 1950, as amended (the "Code") and shall otherwise fully comply with the requirements of such sections of the Code.

Q. Required Payment to Subcontractors:

Pursuant to Section 2.2-4354 of the Code, the contractor covenants and agrees to:

1. within seven (7) days after receipt of any amounts paid to the contractor under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the City attributable to the Services under the contract performed by such subcontractor, or (ii) notify the City and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
2. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the contract; and
3. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the contractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the City for services performed by the subcontractor under the contract, except for amounts withheld pursuant to subparagraph 12, a above.
4. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

R. Liability Coverage:

The contractor shall take out and maintain during the life of the Agreement such bodily injury, liability and property damage liability insurance as shall protect it and the City from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract.

S. Loss or Damage in Transit:

Delivery by the contractor to a common carrier does not constitute delivery to the City. Any claim for loss or damage incurred during delivery shall be between the contractor and the carrier. The City accepts title only when goods are received regardless of the F.O.B. point. The City will note all apparent damages in transit on the freight bill and notify the contractor. Discovery of concealed damages or loss will be reported by the City to the carrier and the contractor within seven days of receipt and prior to removal from the point of delivery if possible. the contractor shall make immediate replacement of the damaged or lost merchandise or be in default of this contract. It shall be the contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the City, the contractor may deduct the amount of damage or loss from his or her invoice to the City in lieu of replacement.

T. No Waiver:

Any failure of the City to demand rigid adherence to one or more of the terms and provisions of the contract, including these General Terms and Conditions, on one or more occasions, shall not be construed as a waiver nor deprive the City of the right to insist upon strict compliance with the terms of the contract. Any waiver of a term of the contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

U. Termination:

The City may terminate the contract for its convenience and any or no cause at any time upon written notice to the contractor. the contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the contractor's services under the contract.

V. Choice of Law:

To ensure uniformity of the enforcement of the contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this contract is made and is intended to be performed in the Commonwealth of Virginia, and shall be governed by and construed in accordance with the laws of that state without regard to principles of conflicts of law.

W. Severability:

If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract.

X. Contractual Claims Procedure:

1. Contractual claims or disputes by the contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the contractor shall give the City written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of the contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not the contractor files such written notice, the contractor shall proceed with the services as directed. If the contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

2. The City, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the contractor by written notice.

3. If the contractor disagrees with the decision of the City concerning any pending claim, the contractor shall promptly notify the City by written notice that the contractor is proceeding with the services under protest. Any claim not resolved whether by failure of the contractor to accept the decision of the City or under a written notice of the contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the City, shall be specifically exempt by the contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

4. The decision on contractual claims by the governing body of the City shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

Y. Subject to Annual Appropriation:

The contract is subject to annual appropriation by the City Council of the City of

Franklin, Virginia. Neither the contract nor any amount due or to become due under the contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the City. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the City, shall be obligated to pay any amount due or to become due under this contract except from funds annually appropriated by the City Council of the City of Franklin for such purpose.

In the event of non-appropriation of funds for the items under this contract, the City may terminate this contract as to the services for which funds have not been appropriated. Written notice will be provided to the contractor as soon as possible after such action is taken.

Z. Forum Selection:

The parties hereby submit to the personal jurisdiction and venue of the Circuit Court of County of Southampton, Virginia, and the General District Court of City of Franklin, Virginia, for resolution of any and all claims, causes of action or disputes arising out of or related to this Agreement. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this contract shall have jurisdiction and venue in the Circuit Court of County of Southampton, Virginia, and/or the General District Court of City of Franklin, Virginia, and shall be brought only in such courts.

Appendix A: General Conditions & Instructions

We understand the General Conditions & Instructions of these specifications and will comply in full if awarded this contract.

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix B: Non-Collusion Statement

The party making the foregoing quote hereby certifies that such quote is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder/Offeror or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any Offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other Offeror, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this quote, the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of City of the Commonwealth of Virginia. Offeror also certifies by signing this quote that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this Request for Proposal and hereby submits this proposal pursuant to such instructions and specifications, without exception.

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix C: Bidder Data Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in determining your proposal to be not acceptable.

1. Qualification: The Bidder must have the capability and capacity to satisfy all the contractual requirements.

2. Bidder's Primary Contact:
Name: _____ E-mail: _____ Phone: _____
Address: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: _____ Years

4. SCC # _____

5. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by City? _____

6. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? _____

7. Indicate three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services.
 - A. Company: _____
Contact: _____
Phone: () _____
Project: _____
Dates of Service: _____ \$Value: _____

 - B. Company: _____
Contact: _____
Phone: () _____
Project: _____
Dates of Service: _____ \$Value: _____

 - C. Company: _____
Contact: _____
Phone: () _____
Project: _____
Dates of Service: _____ \$Value: _____

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Appendix D: Bidder Statement

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this solicitation and hereby submits this proposal pursuant to such instructions and instructions.

Print Name & Title of Authorized Person Submitting Proposal

Signature of Authorized Person Submitting Proposal

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the _____ day of _____, 2022

Notary Public in and for the State of _____

My commission expires: _____

RETURN THIS PAGE

Appendix E: SCC Form

The Bidder/Offeror/Contractor:

_____ is a corporation or other business entity with the following SCC identification number:

OR

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

OR

_____ is an out of state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contract by which such goods were sold and shipped into Virginia from Bidder's out of state location)

OR

_____ is an out of state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact businesses in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (City reserves the right to determine in its sole discretion whether to allow such waiver) _____

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix F: Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the Request for Proposal shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION Confidential References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page No.	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A. This page contains information relating to “trade secrets” and “proprietary information” including processes. Operations, style or work, or apparatus, identify confidential statistical data, amount or source of any income of any person (or) partnership. “See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; U.S.C. 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

Appendix F: Proprietary Information (continued)

C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F: 522 (b) (4); 12 C.F.R 309.5 (c) (4).

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix G: Proposal

**TO: CITY OF FRANKLIN
FRANKLIN, VIRGINIA**

Gentlemen:

The undersigned has carefully examined the attached Notice and Instructions, Contract, Bond, and Specifications and hereby declares that he will furnish the material, equipment, and services as specified for the following price:

	<u>PRICE</u>
<u>Section 1</u>	
115 kV Deadend Structure, High Side Bus and Switches as specified	\$ _____
<u>Section 2</u>	
15 kV Switching Station as specified	\$ _____
TOTAL PROPOSAL	\$ _____

	<u>MANUFACTURER</u>	<u>DELIVERY</u>
Steel:	_____	_____
115 kV Switches:	_____	_____
15 kV Switches:	_____	_____

Appendix G: Proposal (continued)

APPLICABLE PRICE TERMS:

EXCEPTIONS:

Bidder

By

Address

Print Name

City State Zip

Title

Telephone

Email

Date

RETURN THIS PAGE

Appendix H: Loss of Data

<u>QTY</u>	<u>DESCRIPTION</u>	<u>CATALOG NUMBER</u>	<u>MANUFACTURER</u>	<u>UNIT PRICE</u>	<u>EXTEND PRICE</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL, ALL TRANSFORMERS					\$ _____

LOSS OF DATA TO BE COMPLETED BY BIDDER

LOSS DATA INFORMATION

<u>MANUF.</u>	<u>KVA</u>	<u>QTY</u>	<u>PP</u>	<u>TNLL IN WATTS</u>	<u>TLL IN WATTS</u>	<u>EVAL. COST</u>
_____	_____	_____	\$ _____ + \$ _____	x _____	+ \$ _____ x _____	= \$ _____
_____	_____	_____	\$ _____ + \$ _____	x _____	+ \$ _____ x _____	= \$ _____
_____	_____	_____	\$ _____ + \$ _____	x _____	+ \$ _____ x _____	= \$ _____

TOTAL PURCHASE PRICE	\$ _____	TOTAL COST OF OWNERSHIP	\$ _____
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ADDITIONAL COMMENTS, EXPLANATIONS, OR EXCEPTIONS

<u>MANUF.</u>	<u>KVA</u>	<u>%1X</u>	<u>%Z @ 85 C</u>	<u>TOTAL LOSSES @ 85 C</u>	<u>WEIGHT</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Appendix I: Specifications

115 kV - 13.2 / 7.62 kV SUBSTATION SWITCHING FACILITIES

SECTION 1

115 kV DEADEND STRUCTURE, HIGH SIDE BUS AND SWITCHES

1.1 RATING

These specifications cover one (1) outdoor, lattice structure, deadend bypass structure for use on a system rated 115 kV nominals, 121 kV maximum, 550 kV BIL, designed for one incoming 3 wire circuit, support of the 115-kV bus, overhead shield wires, and additional equipment as specified.

1.2 ARRANGEMENT

The arrangement of the 115 kV deadend structure shall be as shown on the drawings included in the attached Appendix and shall consist of equipment as specified herein.

1.3 STANDARDS

The latest revision of the ANSI, IEEE, and NEMA standards shall apply to all equipment supplied as a part of these specifications. The Purchaser reserves the right to reject any and all equipment, material or design that, in the opinion of the Engineer, fails to meet the requirements of these specifications.

1.4 FEATURES

These specifications cover one (1) - 115 kV deadend bypass structure, complete, including the necessary structure, bus supports, bus work, connectors, insulators, three-phase gang operated switches, incoming line dead-ending equipment, terminals, anchor bolts, grounding equipment and lightning arresters. The specifications do not include foundations, installation, fencing, conduit, station lighting or control wiring.

1.5 DRAWINGS AND INSTRUCTIONS

Subsequent to notification of award of contract, the successful Bidder shall, within four weeks, furnish for approval two (2) sets of Drawings and Instructions covering the physical size, weight, dimensions, arrangement, electrical characteristics, wiring diagram and other pertinent data for structure, lightning arresters, switches, and all other equipment furnished as a part of these specifications. Drawings for approval shall include an itemized material list with catalog numbers, overall wiring diagrams, anchor bolt plan, steel erection drawings, and general arrangement drawings. Steel erection drawings shall show member sizes and connections. All material item numbers shall be shown on the arrangement drawings. The Supplier shall also furnish four (4) prints

of the finally approved issue of each drawing, along with four (4) sets of written instructions and renewal parts lists, suitably illustrated, covering the operation and maintenance of the equipment applying specifically to this installation. The supplier shall also furnish digital copies of all drawings for use in AutoCAD. The Bidder shall also furnish all drawings in printed format and in digital format for use in AutoCAD^(R) and for use in Adobe Acrobat (.pdf) on CD and thumb drive. The Bidder shall also supply four (4) sets of printed, written instructions and renewal parts lists, suitably illustrated, covering the operation and maintenance of the equipment furnished. All drawings, documentation, information, test reports, operating and maintenance instructions and other correspondence and like items shall be in the English language printed and on CD and thumb drive.

1.6 STRUCTURAL DESIGN

The 115 kV deadend structure shall be constructed of lattice type columns and trusses, bracing as required, and shall be designed as a completely self-supporting (non-guyed) structure. The arrangement of the A-frame structure shall be as shown in the plans as part of the Appendix.

Structural steel shall conform to the latest revision of ASTM Specification A-36. Bolts shall conform to the latest revision of ASTM Specification A-394. All structural steel shall be hot dipped galvanized after fabrication in accordance with the latest revision of ASTM Specification A-123-59. The structure shall be designed to withstand a maximum tension of 2000 pounds per incoming 115 kV conductor for conductor attachment, and 1500 pounds maximum tension for each incoming overhead shield wire. Structure and internal busses shall be designed to withstand the mechanical forces associated with symmetrical short circuit currents of 20,000 amperes at 115 kV.

Complete design calculations and base reactions for the entire deadend structure shall be submitted with the drawings for approval. No fabrication of steel shall be undertaken until shop drawings have been approved. All final drawings and design calculations shall bear the seal of a registered professional engineer licensed to practice in the State of Incorporation of the Purchaser.

1.7 BUS AND CONNECTIONS

All internal bus material shall be a minimum of 3" IPS aluminum as required to meet the minimum ampacity and strength requirements.

The current carrying capacity of the 115-kV rigid bus and connections shall be 600 amperes minimum.

Fixed or slip type connections shall be used to support bus as required for stress relief on the bus system components.

Bell end caps shall be furnished for all exposed 115 kV tubular bus ends.

The supplier shall also furnish the necessary 336.4 ACSR damper wire for insertion into the 115-kV main bus.

The necessary 795.5 MCM (TURBIT) bare aluminum conductor and connectors for the 115 kV jumpers shall be furnished with all equipment. The supplier shall include wire and connections for lightning arresters mounted on the high and low sides of the transformers.

The supplier shall include a cut schedule for all bus to be furnished as a part of these specifications. All connections shall be of the bolted or compression type. Welded type connections are not acceptable. If compression type bus connections are furnished, the Bidder shall furnish the necessary tools and factory personnel for installation assistance.

The incoming 115 kV strain type phase conductor and overhead shield wire deadend assemblies and insulators shall be furnished by the substation manufacturer. The structure shall include the necessary fittings for attachment of the deadend assemblies to the structure. The incoming circuit will be constructed of 556.5 ACSR (OSPREY) conductor and 3/8" EHSS overhead shield wire.

The supplier shall furnish the proper type of electrical joint compound for all electrical connections made within the requirements of these Specifications.

1.8 CLEARANCES

The following clearances shall be provided:

1. A minimum attachment height of 47 feet and 37 feet above ground line for the overhead shield wires and the incoming 115 kV phase conductors, respectively.
2. A minimum attachment height of 24 feet above ground line for the 115-kV tubular bus.
3. A minimum height of 24 feet above ground line for any exposed part which is energized at 115 kV.
4. Minimum phase spacing at point of attachment of 10 feet for 115 kV conductors and minimum spacing of 10 feet for all 115 kV bus, except as noted on the drawings.

1.9 GROUNDING

All material, including grounding conductor and appropriate grounding connectors shall be furnished for a suitable grounding system. Steel columns, bus supports, trusses, overhead shield wires, lightning arresters, switches, switch handles, ground plates, fencing, including gates and any other necessary equipment shall be grounded. Please note that the drawing is not to scale and only serves as representation of what is expected. Spacing of the ground rods is as listed below and manufacturer shall calculate the minimum number of ground rod required to meet the specification. Every below grade grounding connector shall be of the thermoweld type and shall have the same current carrying capability as the grounding conductor. All intersections of ground conductors shall be bonded with thermoweld type connectors. All above ground connections shall be of copper compression type.

A completely buried 4/0 stranded copper grounding loop shall be located not less than six (6) feet outside the column center lines and around all substation equipment. The ground loop shall also include 3/4" x 10'0" ground rods at a maximum spacing of ten (10) feet apart. As a minimum, ground rods shall be installed as shown on the drawings included in the Appendix. Each column and item of equipment shall be connected to the ground loop by means of a 4/0 stranded copper conductor.

The structure shall be shielded by overhead static peaks and bayonets on each column. Each static bayonet, peak, and overhead shield wire shall be bonded to the 4/0 ground grid by a 4/0 copper conductor. Clamp type connectors shall be provided at each column base and along each column and truss at approximately four-foot intervals. The connectors shall be of a size that will accept the No. 4/0 stranded copper ground conductor.

A completely buried 4/0 stranded copper grounding loop shall be located not less than six (6) feet outside the column center lines. The ground loop shall also include 3/4" x 10'0" ground rods at a maximum spacing of ten (10) feet apart. Each column and item of equipment shall be connected to the ground loop by means of a 4/0 stranded copper conductor.

A second 4/0 copper ground loop shall be furnished with connectors. Adequate 4/0 copper conductor with clamp type supports and compression type connectors shall be furnished to allow a complete upper grounding loop to be installed around the inside top of the structure along the channel flanges for equipment connection. The upper ground loop shall also be connected to the ground grid by means of compression type copper connectors via the 4/0 risers on each column. All equipment and neutral conductors and shield wires shall be bonded to both ground grids.

A ground plate shall be supplied for each group operated switch location. The 4/0 ground loop shall be connected to the ground plate by a 4/0 copper conductor at two (2) locations. Each plate

shall be located at the base of the column beneath the switch operating handle. The group operated switch handle shall also be bonded to the 4/0 copper ground grid.

1.10 SHIPMENT

The structure shall be shipped with columns and trusses completely assembled and marked for field erection. Individual material items shall be marked with item numbers corresponding to the item numbers shown as on the general arrangement drawings and material summary lists. All material and equipment included in this contract shall be delivered in a maximum of on more than three (3) shipments.

1.11 INSULATORS

All bus support insulators shall be porcelain, grey, station post type, including insulators furnished as part of the air break switches.

1.12 115 kV INCOMING GROUP OPERATED SWITCHES

Three (3), three-phase, group operated, air break switches rated 115 kV nominal, 121 kV maximum, 550 kV BIL, 600 amperes continuous, 40,000 amperes momentary, shall be furnished. Switch shall be group operated, vertical air break, triple pole, single throw, manually operated, rotating insulator, three insulators, horizontal mounting. The manual operating mechanism, including pipe and pipe guides, shall be of the rotating type, with position indicator and provision for padlocking either in the open or closed position.

Terminal pads shall be furnished and shall be suitable for either copper or aluminum terminal connectors. All steel furnished as a part of the switches shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors for both the hinge and jaw ends shall be furnished.

The switch shall be designed and tested in accordance with the latest applicable ANSI, NEMA, and ASME standards.

1.13 115 kV MOTOR OPERATED TRANSFORMER DISCONNECT SWITCHES

Three (3), motor operated, three-phase, vertical break switches rated 115 kV nominal, 121 kV maximum, 550 kV BIL, 600 amperes continuous, 40,000 amperes momentary shall be furnished. The switches shall be group operated, vertical air break, triple pole, single throw, rotating insulator, horizontal mounting. The switch operator, including pipe and pipe guides, shall be of rotating type, with position indicator and provision for padlocking in either the open or closed position. Switches shall be furnished with arcing horns or equivalent to allow unloaded, energized operation of the power transformer.

The motor operated switches shall be designed and tested in accordance with the latest applicable ANSI, NEMA, and ASME standards.

Switch height shall be such that a 600-ampere rigid bus connection shall be at the same height as the jaw end of the switch. The rigid bus shall be connected to the jaw end of the switch with 556.5 MCM bare aluminum conductor.

The hinge end of the switch shall be connected to the circuit breaker with 556.5 MCM bare aluminum conductor. All tubular bus, conductor, and connectors shall be furnished. Connectors for the 115 kV circuit breakers shall be furnished and shall be aluminum compression type to NEMA four-hole spade. Transformer high side bushing terminals shall be NEMA four-hole spade, furnished by others.

As a minimum, the motor operator shall include the following detailed features:

1. Stainless steel weatherproof and dustproof enclosure
2. Padlockable hinged access door
3. Remote/Local selector switch
4. Local close-off-open push button or pistol grip switch
5. 48 Volt DC motor
6. Permanently lubricated gears
7. Chain drive from motor to gear box
8. Dynamic braking
9. Detachable hand crank for manual operation
10. Motor electrically disconnected during hand cranking
11. Additional terminal block points for customer use
12. As a minimum, 10 N.O., 10 N.C. internal auxiliary switch contacts for customer use shall be approved. All internal auxiliary switch contacts shall be wired out to terminal blocks inside the control cabinet.
13. Removable conduit plate
14. 2" IPS galvanized vertical operating pipe
15. Tin-plated 4/0 ground strap
16. Bolted pipe to motor connection
17. Uncoupling pin at pipe-to-motor connection with provision for padlocking in either position
18. 48 Volt DC operating voltages
19. 240 Vac cabinet heater with thermostat and heater control breaker
20. Drawings and instruction book holder

21. Ice breaking handle
22. Key interlocks as recommended by manufacturer
23. Viewing access for status indicators and counter
24. Nameplate

The mechanism compartment shall be wired and tested for proper operation.

The following functions shall be wired to a terminal board that is independent of any terminal board which might be used for switch control and status wiring. The separate terminal board shall be mounted in the control compartment of the unit for customer interconnection.

Loss of DC: Connected to provide two (2) dry form "c" contact outputs for loss of control DC supply.

Loss of AC: Connected to provide two (2) form "c" dry contact outputs to indicate loss of AC supply.

Remote Close: Wired for momentary customer contact input which shall close the device.

Remote Open: Wired for latched or momentary customer contact input which shall open the device. The internal open circuit shall be connected such that an open limit switch shall de-energize the circuit once the switch is open.

Device Position: Connected to provide two (2) standard form "c" dry contact outputs to indicate device position. This function shall be provided by spare auxiliary switch contacts.

Local/Remote Switch Position: Connected to provide two (2) form "c" dry contact outputs to indicate position of local/remote selector switch.

Block Close: Electrical interlock to block opening/closing of the switch depending on position of the downstream circuit breaker.

Any and all accessories required for the functions specified herein shall be included as a part of the proposal. Proper operation of the unit shall not require customer connection to any of the remote features.

1.14 LIGHTNING ARRESTERS

Three (3) lightning arresters, station type, gapless, metal oxide varistor, with gray porcelain housing, with a system voltage of 115 kV, duty cycle rating of 108 kV and maximum continuous operating voltage suitable for use on an 86 kV three wire system on which the terminal voltage may vary ± 10 percent shall be furnished.

Lightning arresters shall be mounted on the high side dead end structure and connected on the

source side of the main disconnect switch.

1.15 115 kV SWITCHES

All switches must include adjustable stops which will not allow the handle to rotate beyond the open or closed position.

SECTION 2

15 kV SWITCHING STATION AND EQUIPMENT

2.1 RATING

These specifications cover one (1) outdoor switching station rated 15 kV nominal, designed for three (3) incoming circuits and nine (9) outgoing overhead circuits. Each circuit shall consist of the necessary insulators, disconnect switches, and bypass equipment as specified.

2.2 ARRANGEMENT

The arrangement of the switching station shall be as shown on the drawings included in the attached Appendix A and shall consist of equipment as specified herein.

2.3 STANDARDS

The latest revision of the ANSI, IEEE, and NEMA standards shall apply to all equipment supplied as a part of these specifications.

The Purchaser reserves the right to reject any and all equipment, material or design that, in the opinion of the Engineer, fails to meet the requirements of these specifications.

2.4 FEATURES

These specifications cover one (1) 15 kV switching station, complete, including the necessary structure, bus work, connectors, insulators, switches, fuses, line dead-ending terminals, anchor bolts, grounding equipment for all equipment including control cabinets, lightning arresters, control power transformers, , AC and DC control power panels, automatic transfer switch, DC batteries and charger. The specifications do not include foundations, installation, fencing, conduit, station lighting, or control wiring.

2.5 DRAWINGS AND INSTRUCTIONS

Subsequent to notification of award of contract, the successful Bidder shall, within four weeks, furnish for approval two (2) sets of Drawings and Instructions covering the physical size, weight,

dimensions, arrangement, electrical characteristics, wiring diagram and other pertinent data for structure, control power transformers, lightning arresters, switches, fuses, AC and DC panels, automatic transfer switch, DC batteries and charger, and all other equipment furnished as a part of these specifications. Drawings for approval shall include itemized material list with catalog numbers, overall wiring diagrams, anchor bolt plan, steel erection drawings, and general arrangement drawings. Steel erection drawings shall show member sizes and connections. All material item numbers shall be shown on the arrangement drawings. The Supplier shall also furnish four (4) prints of the finally approved issue of each drawing, along with four (4) sets of written instructions and renewal parts lists, suitably illustrated, covering the operation and maintenance of the equipment applying specifically to this installation. The supplier shall also furnish digital copies of all drawings for use in AutoCAD. The Bidder shall also furnish all drawings in printed format and in digital format for use in AutoCAD^(R) and for use in Adobe Acrobat (.pdf) on CD and thumb drive. The Bidder shall also supply four (4) sets of printed, written instructions and renewal parts lists, suitably illustrated, covering the operation and maintenance of the equipment furnished. All drawings, documentation, information, test reports, operating and maintenance instructions and other correspondence and like items shall be in the English language printed and on CD and thumb drive.

2.6 STRUCTURAL DESIGN

The switching station structure shall be constructed of steel lattice columns and trusses with angular bracing as required. Structural steel shall conform to the latest revision of ASTM Specification A-36. Bolts shall conform to the latest revision of ASTM Specification A-

394. All structural steel shall be hot dipped galvanized after fabrication in accordance with the latest revision of ASTM Specification A-123-59.

The structure shall be designed to withstand a maximum tension of 2000 pounds per conductor for external conductor attachment. Structure and internal busses shall be designed to withstand the mechanical forces associated with symmetrical short circuit currents of 25,000 amperes at 15 kV.

Complete design calculations and base reactions for the entire switching station shall be submitted with the drawings for approval. No fabrication of steel shall be undertaken until shop drawings have been approved. All final drawings and design calculations shall bear the seal of a registered professional engineer licensed to practice in the State of Incorporation of the Purchaser.

2.7 BUS AND CONNECTIONS

All internal bus material shall be either UABC or a minimum of 3 ½" IPS Aluminum as required to meet the minimum ampacity and strength requirements. Flat bus bar shall not be used.

The current carrying capacity of the main bus and connections shall be 2000 amperes minimum.

The current carrying capacity of the transfer bus and connections shall be 1200 amperes minimum.

The current carrying capacity of the outgoing circuit taps and connections shall be 600 amperes minimum.

Fixed or slip type connections shall be used to support bus as required for stress relief on the bus system components.

Connectors between the disconnect switches and vacuum bus breakers shall be sized to accommodate two (2) 4/0 to 1000 MCM copper conductor. Bushing terminals for the vacuum bus breakers shall be NEMA 4-hole spade, furnished by others.

Connectors between the disconnect switches, vacuum circuit breakers and voltage regulators shall be sized to accommodate 4/0 to 500 MCM copper conductor. The necessary 500 MCM bare copper conductor for these connections shall be furnished. Bushing terminals for the vacuum circuit breakers and voltage regulators shall be clamp type, furnished by others.

The supplier shall include a cut schedule for all bus to be furnished as a part of these specifications. All connections shall be of the bolted type. Welded type connections are not acceptable.

The outgoing 15 kV strain type phase conductor and neutral deadend assemblies and insulators shall be furnished by the substation manufacturer. The structure shall include the necessary eye bolts for attachment of the assemblies to the structure. The outgoing circuits will be constructed of 336.4 ACSR (Merlin).

The supplier shall furnish the proper type of electrical joint compound for all electrical connections made within the requirements of these Specifications. The supplier shall also include one (1) spare compression type terminal for each size.

2.8 CLEARANCES

The following clearances shall be provided:

1. A minimum attachment height of 23 feet above ground line for the outgoing 15 kV phase conductors.
2. A minimum attachment height of 18 feet above ground line for the outgoing neutral

conductors.

3. A minimum height of 10 feet above ground line for any exposed part which is energized at 15 kV.
4. A minimum structure clear space of 20 feet horizontally and 14 feet vertically for each 15-kV circuit.

2.9 GROUNDING

All material, including grounding conductor and appropriate grounding connectors shall be furnished for a suitable grounding system. As a minimum, the grounding system shall be furnished as shown on the construction drawing. Please note that the drawing is not to scale and only serves as representation of what is expected. Spacing of the ground rods is as listed below and manufacturer shall calculate the minimum number of ground rod required to meet the specification. Steel columns, trusses, circuit breakers, voltage regulators, control power transformers, lightning arresters, instrument transformers, control panels, control building and control building equipment, switches, switch handles, ground plates, fencing, including gates and any other necessary equipment shall all be grounded, and all connectors required to do so shall be furnished by the Supplier. Every below grade grounding connector shall be of the thermoweld type and shall have the same current carrying capability as the grounding conductor. All intersections of ground conductors shall be bonded with thermoweld type connectors. All above ground connections shall be of copper compression type.

The station shall be shielded by overhead static bayonets and peaks on each column. Each incoming overhead shield wire, static bayonet, and peak shall be bonded to the 4/0 ground grid by a 4/0 copper conductor. Clamp type connectors shall be provided at each column base and along each column and truss at approximately four-foot intervals. The connectors shall be of a size that will accept the No. 4/0 stranded copper ground conductor.

A completely buried 4/0 stranded copper grounding loop shall be located not less than six (6) feet outside the column center lines and around all substation equipment. The ground loop shall also include 3/4" x 10'0" ground rods at a maximum spacing of ten (10) feet apart. As a minimum, ground rods shall be installed as shown on the drawings included in the Appendix. Each column and item of equipment shall be connected to the ground loop by means of a 4/0 stranded copper conductor.

A second 4/0 copper ground loop shall be furnished with connectors. Adequate 4/0 copper conductor with clamp type supports and connectors shall be furnished to allow a complete upper grounding loop to be installed around the inside top of the structure along the channel flanges. The upper ground loop shall also be connected to the ground grid by means of compression type copper

connectors via the 4/0 risers on each column. All equipment and neutral conductors shall be bonded to both ground grids.

An additional ground loop of 1/0 stranded copper shall be buried not less than four (4) feet outside the substation fence. All gate posts and corner posts shall be connected to both the 1/0 ground loop and the 4/0 ground loop with 1/0 stranded copper. Fence line posts shall be connected at intervals not to exceed 20 feet. The ground loop shall also include 3/4" x 10'0" ground rods at a maximum spacing of twenty (20) feet apart. The switching station fenced perimeter will be as shown on the enclosed drawing. Material shall be included to ground at least two (2) double swing gates and one (1) single swing gate.

A ground plate shall be supplied for each group operated switch location. The 4/0 ground loop shall be connected to the ground plate by a 4/0 copper conductor at two (2) locations. The plate shall be located at the base of the column beneath the switch operating handle. Each group operated switch handle shall also be bonded to the 4/0 copper ground grid.

2.10 SHIPMENT

The structure shall be shipped with columns and trusses completely assembled and marked for field erection. Individual material items shall be marked with item numbers corresponding to the item numbers shown as on the general arrangement drawings and material summary lists. All material and equipment shall be delivered in a maximum of three (3) shipments.

Questions regarding the specifications and/or requirements of the Request for Proposal or requests for documentation shall be directed to Progressive Engineering Consultants, Inc. by calling (704) 545-7327, email (progress@pecinc.net) or US mail to the PO Box 690638, Charlotte, NC 28227. City will inform trucking company as to where each shipment will be delivered. Shipment shall be by truck and the cost of delivery shall be included in the cost of the units. All equipment shall be delivered in an open-top vehicle.

- Each shipment shall include a detailed packing list identifying all items by part number, including hardware. Deliveries will be accepted only between the hours of 8:30 a.m. to 2:30 p.m. Monday through Friday, excluding Holidays.

- All material shall be carefully loaded for protection during shipment. Small parts and fasteners shall be carefully boxed, crated, bagged, or otherwise containerized and protected for shipment. Larger parts and assemblies shall be handled, loaded, blocked, and secured in such a manner to prevent damage, including damage to the finish. Blocks and straps shall be rust proof and properly padded to minimize abrasion. The supplier shall be responsible for all remedies for damage caused to materials during shipment.

All material shall be arranged to allow safe unloading at the site.

- The manufacturer shall notify the City no less than seventy-two (72) hours prior to the delivery of any materials. Any claims for delays made as a result of the manufacturer or driver's failure to make such notification shall be the responsibility of the supplier.
- Freight that is obviously damaged on arrival will be refused. Any necessary action regarding replacement of materials or equipment delivered in unacceptable condition shall be the responsibility of the supplier, including concealed freight damage. The supplier shall be fully responsible for all action necessary for replacement or repair of such damage in a timely manner.

2.11 INSULATORS

All bus support insulators shall be porcelain, grey, station post type, including insulators furnished as part of the air break switches and disconnect switches.

2.12 LIGHTNING MAST

One (1) galvanized steel lightning mast shall be furnished and shall be designed for direct burial. The lightning mast shall be eighty (80) feet in length and shall be embedded to a length of ten (10) feet. The lightning mast shall include provisions for attachment of two (2) NEMA type two-hole spade grounding pads. The lightning mast shall be supplied with below grade coating treatment which shall extend from the ground line of the pole to a point 18 inches above and below ground line. The below grade treatment shall be minimum of a 16 mil DFT coating of two component hydrocarbons extended polyurethane.

Lightning mast shall be designed to withstand the forces associated with a 110 MPH wind loading.

2.13 15 kV INCOMING BUS BREAKER DISCONNECT SWITCHES

Eighteen (18), bus breaker disconnects switches, single phase, rated 15 kV, 110 kV BIL, 2000 amperes continuous, 100,000 amperes momentary, shall be furnished. Switches shall be hookstick operated, with ninety-degree blade stops. All steel furnished as a part of the switch shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors shall be furnished for both hinge and jaw ends and shall be suitable for either copper or aluminum.

2.14 15 kV BUS BREAKER BYPASS GROUP OPERATED SWITCHES

Three (3), three-phase group operated vertical break disconnect switches rated 15 kV, 110 kV BIL, 2000 amperes continuous, 100,000 amperes momentary, shall be furnished. Switches shall be group operated, air break, triple pole, single throw, manually operated, rotating insulator, three insulators, vertical break. The manual operating mechanism, including pipe and pipe guides, shall be of the rotating type, with position indicator and provision for padlocking either in the open or closed position.

Terminal pads shall be furnished and shall be suitable for either copper or aluminum terminal connectors. All steel furnished as a part of the switch shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors for both the hinge and jaw ends shall be furnished.

2.15 15 kV INCOMING GROUP OPERATED BYPASS METERING SWITCHES

Three (3), three-phase group operated vertical break disconnect switches rated 15 kV, 110 kV BIL, 2000 amperes continuous, 100,000 amperes momentary, shall be furnished. Switch shall be group operated, air break, triple pole, single throw, manually operated, rotating insulator, three insulators, vertical break. The manual operating mechanism, including pipe and pipe guides, shall be of the rotating type, with position indicator and provision for padlocking either in the open or closed position.

Terminal pads shall be furnished and shall be suitable for either copper or aluminum terminal connectors. All steel furnished as a part of the switch shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors for both the hinge and jaw ends shall be furnished.

2.16 15 kV INCOMING METERING DISCONNECT SWITCHES

Eighteen (18), metering disconnect switches, single phase, rated 2000 amperes continuous, 15 kV, 110 kV BIL, 100,000 amperes momentary, shall be furnished. Switches shall be hookstick operated, with ninety-degree blade stops. All steel furnished as a part of the switch shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors shall be furnished for both hinge and jaw ends and shall be suitable for either copper or aluminum.

2.17 15 kV MAIN BUS TIE SWITCHES

Six (6), three-phase, group operated, vertical break disconnect switches rated 15 kV, 110 kV BIL, 2000 amperes continuous, 100,000 amperes momentary shall be furnished for main bus tie switches as shown on the single line diagram. Switches shall be group operated, air break, triple pole, single throw, manually operated, rotating insulator, three insulators, vertical or side break. The manual operating mechanism, including pipe and pipe guides, shall be of

the rotating type, with position indicator and provision for padlocking in either the open or closed position. All steel furnished as a part of the switch shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors for both the hinge and jaw ends shall be furnished.

2.18 15 kV CIRCUIT DISCONNECT SWITCHES

Fifty-Four (54), circuit breaker and voltage regulator disconnect switches, single phase, rated 15 kV, 110 kV BIL, 600 amperes continuous, 40,000 amperes momentary, shall be furnished. Switches shall be hookstick operated, with ninety-degree blade stops. All steel furnished as a part of the switch shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors shall be furnished for both the hinge and jaw ends and shall be suitable for either copper or aluminum conductor.

2.19 15 kV TRANSFER BUS SWITCHES

Nine (9), three-phase, group operated, air break switches rated 15 kV, 110 kV BIL, 600 amperes continuous, 40,000 amperes momentary, shall be furnished. Switches shall be three-pole, group operated, three insulator, single throw, manually operated, rotating insulator, vertical break. The manual operating mechanism, including pipe and pipe guides, shall be of the rotating type with provision for padlocking either in the open or closed position. All steel furnished as a part of the switch shall be hot dipped galvanized and have welded mounting flanges for mounting to the steel structure. Connectors for both the hinge and jaw ends shall be furnished. Switch operating handle shall be mounted on the inside column face of the associated circuit.

2.20 15 kV LIGHTNING ARRESTERS

Twenty-Seven (27), distribution type, metal oxide, surge arresters, direct connected, rated for use on a 13.2 / 7.62 kV multi-grounded system shall be furnished for the outgoing circuits. The Bidder is advised that the terminal voltage may reach plus or minus 10% of the system voltage. Standard line and ground terminals shall be furnished along with mounting hardware to mount the arresters to the steel structure and provide a minimum of fifteen (15) inches of clearance from the structure. Provisions shall be made for removal of the lightning arresters from service by means of hot line clamps and stirrups. All mounting hardware, conductor, and necessary connectors shall be furnished for all outgoing circuits.

2.21 STATION SERVICE TRANSFORMERS

Three (3), station service transformers rated 25 kVA, 7200 / 12470 Y - 120/240 volt, single-phase, 60 hertz, oil filled, self-cooled, conventional overhead distribution type transformers shall be furnished. Transformers shall have two high voltage bushings and low voltage tank wall bushings with clamp type terminals and a clamp type grounding terminal. Transformers shall have two 2-1/2% taps above and two 2-1/2% taps below rated high voltage and shall be rated at an average winding rise not exceeding 65 degrees Centigrade. Each transformer

shall have one set of mounting brackets suitable for mounting to the steel structure. Transformers shall be connected to the incoming bus by means of a CLF/fuse combination.

2.22 STATION SERVICE PANELS

Three (3) indoor circuit breaker load centers shall be furnished in a NEMA 3R enclosure for control and protection of the station service power. The load centers shall be rated single-phase, three-wire, 120/240 volts AC, 200 amperes continuous, 10,000 amperes symmetrical short circuit rating. The load centers shall be furnished with a main breaker and a minimum of forty-four (44), single-pole breaker positions. Twelve (12), two-pole breakers rated 30 amperes and six (6), single-pole breakers rated 20 amperes shall be furnished for each load center. Each center shall be provided with sufficient knockouts to connect the incoming and outgoing conduits. The outgoing conduits shall be 2-inch PVC.

2.23 AUTOMATIC TRANSFER SWITCH

Two (2) transfer switches suitable for switching between station service panels shall be included.

The transfer switch shall be double pole, double throw, break before make, with an enclosure suitable for indoor mounting.

The open transition transfer switch shall be furnished with a lockable enclosure and shall be rated 120/240 volt, 200 amperes. Transfer switch shall meet or exceed the requirements of UL 1008 and shall bear a UL label indicating same.

Transfer switch shall be designed for transfer in either direction in a maximum of six (6) cycles. Failure of the normal utility source output shall cause transfer to alternate utility source.

The transfer switch shall incorporate a mechanically held, solenoid operated mechanism. Inspection of all contacts shall be possible from the front of the switch without disassembly or disconnection of the conductors. All units shall be listed in accordance with UL1008 and labeled in accordance with the 1 ½ cycle, 3 cycle, and long-time ratings.

The transfer switch shall at a minimum include the following accessories:

- Time delay adjustable from 1 to 60 seconds on transfer.
- Time delay adjustable from 2 to 25 minutes on retransfer.
- Test switch for automatic load transfer testing.
- One auxiliary contact indicating position of switch (closed in emergency position).

- Transfer inhibit for utility source output less than 95% of rated voltage or frequency.
- Red and green pilot lights indicating switch position.
- Three (3) N/O and three (3) N/C spare contacts shall be provided for customer use.

Connectors shall be supplied to accommodate aluminum or copper conductors. Load terminals shall accommodate two (2) 2/0 copper conductors per phase.

2.24 FUSING

Twelve (12), single phase, 200 ampere, open type, distribution fuse cutouts with fuse links shall be furnished along with eight (8), cartridge type, current limiting fuses (CLF's) for protection of the potential transformers and the station service transformers. Fuse links and CLF's shall be of a speed and voltage rating adequate to protect the particular transformer to which it is connected. Fuse links for the station service transformer shall be rated 2 amperes and fuse links for the potential transformers shall be rated 0.5 amperes. Two spare 2 ampere fuse links, three spare 0.5 ampere fuse links and four spare CLF's shall be furnished.

All necessary conductor and connectors shall be furnished.

2.25 BATTERIES AND BATTERY CHARGER

Three (3) sets of batteries, racks and battery chargers shall be AGM MODULAR BATTERY SYSTEMS designed to supply 48 volts DC at a capacity not less than 150 ampere hours at 77 degrees F with final discharge to 2.0 volts per cell. The batteries shall be suitable for indoor, non-vented float charging in standby service. All racks, inter-rack, and intercell connectors shall be furnished. SBS24XAGM150-RACK OR APPROVED EQUAL.

The battery charger (1) Alcad (HindlePower) 48VDC 12ADC Filtered Battery Charger Model ATEV1048012FMT1SSX1XXXXX1 or approved equal shall be of the float/equalize type and suitable for an input voltage of 240 volts, + 10 percent, 60 hertz, single phase, 10 amps and capable of charging and maintaining a full charge on the 48-volt lead calcium batteries. Two magnetic breakers shall be provided to switch and protect the AC input voltage and the DC output of the charger. The unit shall be provided with adjustable float and equalize charging rate, automatic and manual equalizing with timer, and shall be complete with DC output Ammeter and Voltmeter, AC power failure alarm contacts for external customer connection, and DC ground detection alarm. The unit shall be furnished with a minimum of one uniquely addressable Ethernet port capable of communication with DNP 3.0 protocol to furnish the following specified functions:

1. DC Volts
2. DC Amps

3. Loss of AC alarm
4. DC Ground Detection

2.26 DC POWER PANEL

Three (3), DC power panels shall be furnished. The DC power panel shall be mounted in an indoor enclosure suitable for wall mounting and shall provide control and protection for the control power circuits to three (3) power transformers, four (4) relay panels, one (1) SCADA Server rack, twelve (12) vacuum circuit breakers, four (4) SF6 circuit breakers, and three (3) motor operated switches. Each panel shall be rated 125 volts DC minimum, and shall, as a minimum, be provided with 100 ampere main lugs, and twenty (20) 30 ampere, double pole, bolt-in, branch circuit breakers for the necessary tripping circuits. The power panel shall be furnished with a minimum of 30 poles.

The DC power panel shall be provided with sufficient knockouts to connect the incoming and outgoing conduits. The outgoing conduits shall be 2-inch PVC.

2.27 METERING TRANSFORMERS

2.27.1 POTENTIAL TRANSFORMERS

Nine (9), potential transformers shall be supplied by the substation manufacturer. Potential transformers are rated 15 kV, 110 kV BIL, 7,620 volts primary and 120 volts secondary with a ratio of 63.5:1 and a thermal rating of 1500 VA. Transformers shall be outdoor type encapsulated in an insulating compound with two fully insulated high-voltage line terminals. Transformer shall have an ANSI accuracy classification of 0.3 with burdens, W, X, Y, and Z at rated primary voltage.

Primary terminals shall be clamp-type copper or cast bronze and shall accommodate a #6 to 4/0 copper conductor.

Secondary terminals shall be screw-type with binding heads. The secondary terminals shall be enclosed in a detachable conduit box secured to the base of the transformer. Conduit box shall be furnished with a 1" NPT threaded conduit opening at each end. A secondary grounding terminal shall also be provided. Transformer shall have a stainless-steel nameplate illustrated in accordance with ANSI standards. The polarity markings shall be permanently molded into the transformer housing and painted white. Transformers shall be tested in accordance with the ANSI standards with certified copies of the test reports supplied with the units.

Base assembly shall be furnished by the supplier and shall be either fabricated steel, cadmium-tin plated or cast aluminum. Mounting diagram shall be furnished to the successful bidder. All exposed metallic surfaces shall be protected by two coats of baked enamel. The base framework shall support the core and windings shall contain a grounding pad and provisions for mounting the detachable secondary terminal box. The clamp-type ground connector shall be suitable for No. 6 to 4/0 copper grounding cable and shall be supplied by the manufacturer.

2.27.2 CURRENT TRANSFORMERS

Nine (9) current transformers shall be provided by the substation manufacturer for metering the incoming bus as shown on the attached circuit diagram. Current transformers shall be rated 15 kV, 110 kV BIL, 1000/2000:5 amperes with a continuous thermal current rating of 1.5 times rated current at 30 degrees' Centigrade ambient temperature and an ASA accuracy class of 0.3 with B2.0 burden.

Current transformers shall be outdoor window type, encapsulated in an insulating compound with screw-type secondary terminals and binding heads. The secondary terminals shall be enclosed in a detachable conduit box secured to base of the transformer. The terminal box shall be furnished with a 1" threaded conduit opening at each end and a 1" knockout at the bottom. A secondary grounding terminal shall also be provided.

A fabricated metal base assembly shall be furnished by the supplier for mounting the current transformer. Mounting diagram shall be furnished to the successful bidder. Base assembly shall support the windings and shall contain a grounding pad and provisions for mounting the detachable secondary box. All exposed metallic surfaces shall be protected by two coats of baked enamel. The clamp-type ground connector shall be suitable for No. 2 to 4/0 MCM copper ground cable and shall be supplied by the manufacturer.

2.28 SWITCHES

All switches must include adjustable stops which will not allow the handle to rotate beyond the open or closed position. One (1) complete spare set of each kind of disconnect and group operated switch to be installed in the station shall be furnished as part of the Bidders Proposal.

2.29 ACCESSORIES

One set of station accessories shall be furnished, including the following:

1. Two (2) switch sticks

2. Two (2) outdoor switch stick housings, non-metallic type, with fence mounting brackets
3. Eighteen (18) "Danger-High Voltage" signs