

## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received in the Office of the Purchasing Technician, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (ESDT) on February 16, 2011 and immediately thereafter publicly opened and read for the furnishing of three (3) solid dielectric 38 kV, 800 ampere triple option circuit reclosers, two (2) SEL-651R control cabinet with fiber modem accessories, one (1) SEL-651R control cabinet with SEL radio and accessories, one (1) SEL radio and fiber modems for Substation

Instructions for submitting bids and complete specifications will be available in the Office of the Purchasing Technician, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30AM – 5:00PM Monday through Friday.

Greenville Utilities Commission reserves the right to reject any or all bids.

## **SECTION I**

### **GENERAL INSTRUCTIONS FOR FORMAL BIDS**

### **RELATED TO THE PURCHASE OF APPARATUS, SUPPLIES,**

### **MATERIALS, AND EQUIPMENT**

#### **1.0 NOTICE TO BIDDERS**

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Purchasing Technician, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on February 16, 2011, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids **will not be acceptable**.

#### **2.0 STANDARD FORMS REQUIRED**

Each bidder must submit a proposal on the enclosed bid forms. **The bid must be signed by an authorized official of the firm. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

#### **3.0 PREPARATION OF BID**

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PURCHASING TECHNICIAN, GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834.

#### **4.0 TIME FOR OPENING BIDS**

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Purchasing Technician, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

#### **5.0 DEPOSIT**

A deposit is **NOT** required for this bid.

#### **6.0 NC SALES TAX**

Do **not** include NC sales taxes in bid figure; however, Greenville Utilities Commission (GUC) does pay sales tax. Sales tax should be added to the invoice as a separate item.

#### **7.0 FEDERAL EXCISE TAX**

GUC is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate upon request to the successful bidder.

## **8.0 EXCEPTIONS TO BE CLEARLY STATED**

If bid is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful bidder will furnish equipment and/or materials exactly as specified. GUC reserves the right to accept or reject bids with noted minor deviations from specifications and to determine the lowest and best responsible bid from the standpoint of quality, performance, and price.

## **9.0 EVALUATION AND AWARD OF BIDS**

GUC reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, GUC shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. GUC reserves the right to include or exclude any option or alternative in GUC's opinion is in GUC's best interests. If a bid is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by GUC indicates that the award will be in GUC's best interests. Only firm prices will be considered for award of this bid.

## **10.0 PROMPT PAYMENT DISCOUNTS**

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

## **11.0 NUMERICAL ERRORS**

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units), the unit price governs. In the case where numerical bids are stated both in numbers and in words, the words govern.

## **12.0 BID WITHDRAWAL**

A bidder must notify GUC in writing of its request to withdraw a bid within seventy-two (72) hours after the bid opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the bid was submitted in good faith.

## **13.0 MINORITY BUSINESS PARTICIPATION PROGRAM**

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

## **14.0 DELIVERY TIME**

Delivery time is to be stated and will be considered in the evaluation of bids.

## **15.0 MANUFACTURER**

Bidder is to specify the manufacturer of items being quoted.

## **16.0 CONTACT INFORMATION**

Questions regarding this bid request should be directed to Todd Rouse, Substation/Control Engineer at (252) 551-1570, [rouset@guc.com](mailto:rouset@guc.com) or Cleve Haddock, Purchasing Technician at (252) 551-1533, [haddocgc@guc.com](mailto:haddocgc@guc.com).

## **17.0 TERMS AND CONDITIONS**

**The attached Terms and Conditions apply to all purchases made by Greenville Utilities Commission (GUC) and must be considered as part of the bid proposal.**

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## SECTION II

### GREENVILLE UTILITIES COMMISSION

### SPECIFICATIONS AND BID DOCUMENTS FOR

### 38 KV RECLOSER LOOP SCHEME

#### TECHNICAL SPECIFICATIONS

#### 1.0 Scope

The work shall include furnishing all equipment and materials as set forth in the Bid Documents and as specified herein. Bids will be received for three (3) solid dielectric triple option 38kV, 800A circuit reclosers with Schweitzer Model SEL-651R multifunction protective relays.

#### 2.0 General Conditions

- 2.1 All materials and equipment shall be new.
- 2.2 These Specifications describe the type, size and characteristics of the various materials and equipment required to be furnished.
- 2.3 Proposals shall include the following:
  - 2.3.1 Catalog numbers, manufacturer, ratings, characteristics, types, sizes, etc., of all materials and equipment included. A simple statement that all necessary materials and equipment will be provided is not satisfactory.
  - 2.3.2 A user's list currently employing units of equal design and manufacturer in a power utility service environment. The list shall include client business name, address, telephone number and contact personnel who can provide service history for the product.
- 2.4 The reclosers shall be complete and fully operable. Any details not mentioned in the Specifications but required for satisfactory operation shall be furnished and installed by the Manufacturer.

#### 3.0 Defective Materials, Equipment, and Workmanship

- 3.1 Inspection and Tests – Greenville Utilities reserves the right to inspect, test and approve all material and equipment. The Manufacturer shall provide all test reports as requested by Greenville Utilities.
- 3.2 Acceptance and Rejection – Greenville Utilities shall take ownership of the material and equipment once it is inspected and delivered to GUC Warehouse. If the material and/or equipment are found not to comply with the specifications, Greenville Utilities reserves the right to reject the material and it shall be sent back

to the Manufacturer FOB truck at Greenville Utilities' facilities. The Manufacturer shall replace the defective material and/or equipment with material and/or equipment that meet the specifications.

- 3.3 Warranty – The Manufacturer shall provide a full one-year warranty from date of energization not to exceed 18 months from delivery which shall include all material and parts.

#### 4.0 **Standards**

All equipment and materials covered by these Specifications and all tests applied thereto shall, unless otherwise stated herein, be in accordance with the applicable provisions of the latest editions of the Standards of the ASTM, ANSI, AEIC, NEMA, NESC, IEEE and OSHA. Where the term "Standards" is used in the Specifications, it shall be understood to refer to the above Standards.

#### 5.0 **Drawings**

##### 5.1 **Format**

Drawings shall be sent to Todd Rouse via email at [rouset@guc.com](mailto:rouset@guc.com). The drawings shall be in a .dwg format for use with AutoCad 2004.

##### 5.2 **Preliminary**

5.2.1 Before proceeding with fabrication, the manufacturer shall submit for approval the following drawings as a minimum: Outline, Nameplate, Detail, Control, Elementary, and Control Wiring Interconnects. Approval Drawings shall be submitted to Todd Rouse via email at [rouset@guc.com](mailto:rouset@guc.com).

5.2.2 The Outline Drawing shall show dimensions in English standard units. These Drawings shall show weights, operating moments and forces, catalog numbers, ampere ratings, and arrangement of all external accessory devices.

5.2.3 Approval of Drawings shall not be held to relieve the Manufacturer of obligations to meet all requirements of the Specifications, of responsibility for correctness of the Drawings, or of responsibility to meet original shipping promise with the Greenville Utilities being allowed two weeks for approval.

5.2.4 Receipt of Approval Drawings by the Manufacturer constitutes authorization for manufacture as noted or corrected. The Commission reserves the right to request re-submittal of Drawings as deemed appropriate prior to authorizing manufacture.

##### 5.3 **Final Drawings and Instruction Books**

5.3.1 The Manufacturer shall furnish three (3) copies of applicable instruction books for the reclosers. These books shall provide detailed operation and maintenance instructions for all equipment furnished. Instruction books are

to include the outline, nameplate, accessory schematics, and accessory detail wiring Drawings as listed below. All Drawings are to be certified correct and supplied within a reasonable length of time after the order is placed. Drawings must be furnished prior to the shipment of the equipment. The Manufacturer shall supply one copy of certified test reports. Package shall include the following items as a minimum.

- Outline and Assembly Drawings showing size and location of major components and all principal dimensions.
- Control and relay panel front view.
- Details of bushing and bushing terminal connectors.
- Diagram of bushing current transformers, connection, number of turns, polarity marking, ratios and bushing orientation.
- Current transformer performance characteristic curves and data for all relay accuracy CTs.
- Details of control housing.
- Panel connection diagram showing exact connection for all components furnished.
- Ac and dc elementary circuit diagrams for all relay and control equipment furnished.
- Wiring control and schematic diagrams.
- Instruction Books.
- Renewal parts catalog.
- Two (2) copies of certified test reports.

5.3.2 All Drawings and documentation shall be submitted directly to Greenville Utilities, 801 Mumford Road, Greenville, NC 27834, Attention: J. Todd Rouse, PE or by email to [rouset@guc.com](mailto:rouset@guc.com).

## 6.0 **Shipping of Circuit Reclosers**

- 6.1 Equipment shall be shipped to GUC's Warehouse as outlined in Section 1, "General Instructions For Formal Bids."
- 6.2 Before shipment, circuit reclosers shall be completely assembled to determine that all parts fit properly. Parts removed for shipment shall be marked so as to permit easy identification when reassembling.
- 6.3 Method of packing and loading shall be such as to protect all parts from dampness, corrosion, breakage or vibration injury that might reasonably be encountered in transportation, storage and handling.
- 6.4 Release for shipment is to be granted by GUC based upon the manufacturer's compliance with the following:

- Furnishing of the requisite number of copies of the Final Drawings as called for in the Specifications.
- Thirty (30) days notification of tentative shipping schedule and forty-eight (48) hours notification prior to delivery.

## 7.0 **Circuit Recloser**

### 7.1 **General**

#### **Recloser – High Voltage Unit**

Type .....	Outdoor, Solid Dielectric
Operation.....	3 pole, Triple Single operation
Maximum Design Voltage .....	38 kV
Frequency .....	60 Hz
Basic Insulation level (BIL) .....	150 kV
Continuous Amperage at 60 Hz .....	800 A
Interrupting Amperage (sym).....	>=12,500 A
Close & Latch Amperage (asym).....	>=20,000 A
Interrupting Time .....	<= 5 cycles (25 – 100% int. rating)
Interrupting Medium .....	Vacuum
Insulating Medium .....	Air
Operating Mechanism .....	Magnetic Actuator
Control Voltage.....	120 V AC provided with battery backup
Motor/Heater Voltage .....	120/240 V AC
Frame .....	Galvanized, polemount center bracket
Current Transformers .....	3 – CTs relaying/metering
Electrical rating .....	dual 500:1 or 1000:1 (+/- 1% accuracy)
Location .....	encapsulated, load side bushing
Voltage Transformers.....	3 – capacitive voltage sensors
Electrical rating .....	8 V AC low energy analog signal
Location .....	encapsulated, load side bushing

#### **Environment Ratings**

Seismic Rating .....	0.08g
Temperature (Low) .....	-20° at 25 mph wind
Temperature (High) .....	105° F at 100% humidity
Winds .....	90 mph with 120 mph gusts
Ice.....	0.75 inches
Altitude .....	< 3,300 feet

#### **Control**

Type .....	SEL 651R
Model Number .....	651R023BA821113XX (i.e. G&W)
Firmware .....	Standard
Enclosure .....	Single door, rear mounted, painted steel
Voltage inputs.....	(3) 8 V AC LEA inputs
.....	(3) 300 V AC max inputs
Current inputs.....	1 A phase, 0.2 A neutral
Inputs/Outputs .....	7 inputs (12 V DC), 8 outputs

Communication ports ..... (4) EIA-232 (pin 1 = NC)  
 Communication protocol..... Standard plus DNP3 Level 2 outstation  
 Power supply..... 120 V AC  
 Battery ..... 12 V DC, 16 Ahr  
 User interface ..... Configurable labels and tri-color LEDs

Accessories

Bushing Terminals..... 6 – 2 hole spade lugs  
     Material..... Bronze tinned plated  
     Electrical Rating..... Recloser continuous current rating  
  
 Lifting Eyes & Lugs..... Top lifting of Recloser  
 Manual Trip/Close Tool ..... Provided  
 Manual Mechanical Trip (69)..... Manual reset with electrical interlock

Communications (reference Diagram 2)

*Recloser 1 (R1)*

Device ..... SEL-651R  
 Port 1 ..... RS 232, spare  
 Port 2 ..... RS 232, SEL protocol w/ IRIG to RTU  
 Port 3 ..... RS 232, mirrored bits to R2  
 Fiber Modems ..... (2) SEL-2812MR

*Recloser 2 (R2)*

Device ..... SEL-651R  
 Port 1 ..... RS 232, mirrored bit to R1  
 Port 2 ..... RS 232, SEL protocol w/ IRIG to RTU  
 Port 3 ..... RS 232, mirrored bits to R3  
 Fiber Modems ..... (3) SEL-2812MR

*Recloser 3 (R3)*

Device ..... SEL-651R  
 Port 1 ..... RS 232, spare  
 Port 2 ..... RS 232, SEL protocol w/ IRIG to RTU  
 Port 3 ..... RS 232, mirrored bits to R2  
 Radio ..... SEL-3031  
 Serial cable..... (2) SEL-C285  
 Coax jumper ..... SEL-C961  
 Surge Protector ..... mounting in cabinet

*Substation 1*

Radio ..... SEL-3031  
 Fiber Modems ..... (3) SEL-2812MT  
 Serial cable..... (1) SEL-C285

Note: Antenna and Antenna Coax provided by GUC.

## 7.2 Loop Scheme Operation

7.2.1 The three reclosers will be used in a loop scheme operation to improve reliability to two 34.5 kV substations.

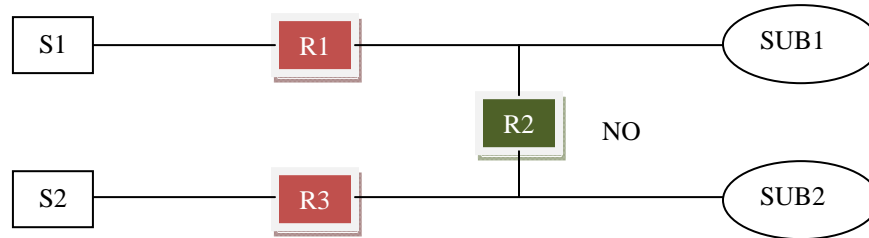


Diagram 1: One-line diagram of the 34.5 kV feeder configuration

### 7.2.2 Scenarios

#### Fault between S1 & R1

S1 will lockout

R1 – sense there is no voltage for a time delay period (24D) and there was not a high fault current (not 50P3). The recloser will trip (52A). R1 will send a mirrored bit close request to R2 (not 50P3T\*52A\*24D).

R2 – will be receiving a mirror bit from R3 for good voltage (R3 - not 24). R2 process the close command for R1(not 50P3T\*52A\*24D)\*R3(not 24D\*52A)\*R3 block request(79LO3P). This will restore power to SUB1.

The scheme will be blocked from further operation until returned to normal. The system will be returned to normal through dispatcher control.

#### Fault between R1 & R2

R1 will lockout due to fault

R1 – will send a block request to R2 (79LO3P).

The scheme will be blocked from further operation until returned to normal. The system will be returned to normal through dispatcher control.

### 7.2.3 Communications

The recloser controls will communicate via mirror bits.

Reclosers 1 and 2 (R1 and R2) will communicate via fiber.

Reclosers 2 and 3 (R2 and R3) will communicate via 900 MHz wireless (approximately 1.4 miles).

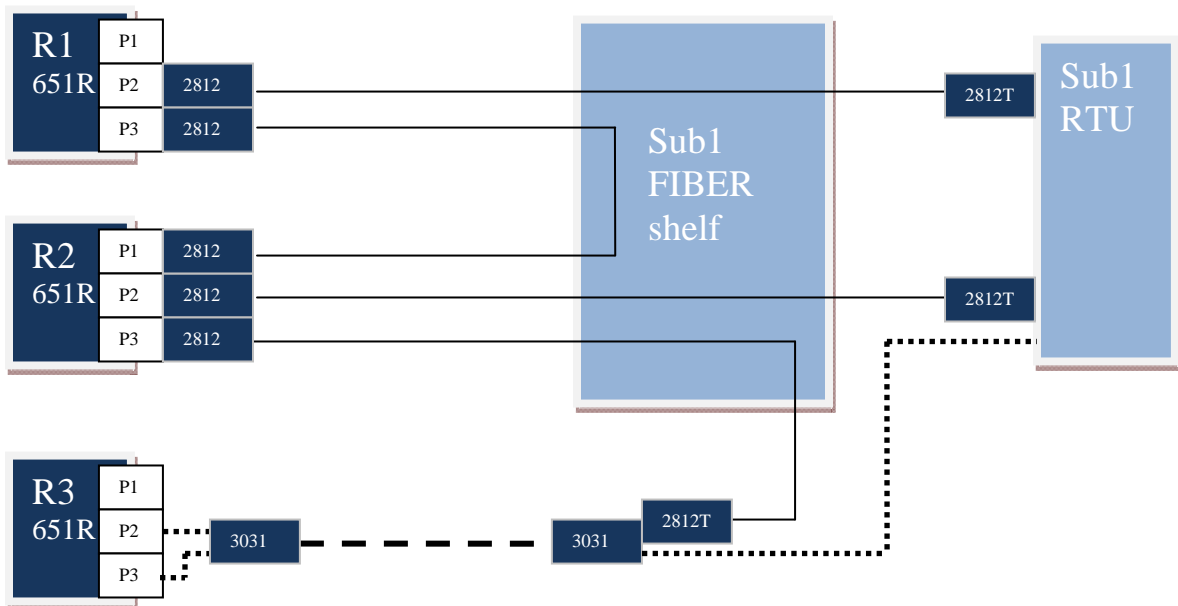


Diagram 2: One-line diagram of the 34.5 kV communication configuration

### 7.3 Assembly

The proposed equipment shall be completely assembled, wired, adjusted and tested at the factory before shipment.

### 7.4 Nameplates

Each recloser shall be equipped with one (1) or more etched stainless steel weatherproof nameplates prominently attached to the recloser pole unit, illustrating the following data.

7.4.1 Manufacturer's data shall include name of manufacturer, recloser model or style number, recloser serial number, instruction book and diagram reference numbers.

7.4.2 Recloser rating data shall include maximum rated voltage application, continuous rated ampacity, impulse withstand (BIL) rating at rated frequency, duty interval in cycles, rated short-circuit interrupting capacity (amperes).

## 8.0 **Tests**

- 8.1 The tests shall be performed on the reclosers as a three-phase unit.
- 8.2 Production tests shall be performed on each recloser and associated bushing current transformer, bushings and relays as required by present-day standards.
  - 8.2.1 Dielectric test on all control wiring and accessories.
  - 8.2.2 Ratio check of current transformers – submit correction curves.
  - 8.2.3 Power factor test on each bushing.
- 8.3 If the recloser or any of its auxiliaries or accessories fails to pass the tests specified, additional tests shall be made to locate the failure. After rework or repair of the failure, the specified tests shall be repeated to insure that the repaired recloser, auxiliary or accessories will meet the Specification in all respects.
- 8.4 Rework or repair and retesting shall be done at Manufacturer's expense.
- 8.5 Manufacturer shall keep a record of all failures detected during tests, of rework or repair required and of test data taken after rework or repairs have been completed.
- 8.6 Rework or repairs shall be made in accordance with an approved procedure signed by that party responsible to give in-process disposition of such rework or repairs.

### **SUBMIT BIDS ON ATTACHED REQUEST FOR PROPOSAL FORM**

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**GREENVILLE UTILITIES COMMISSION****PROPOSAL FORM****38 kV VACUUM CIRCUIT RECLOSERS LOOP SCHEME**

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for the furnishing of Greenville Utilities with the items listed below. The undersigned bidder further agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish any or all of the items upon which prices are quoted at the price set opposite each item. Delivery shall be FOB Greenville, North Carolina, within the time indicated below:

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	DELIVERY TIME	UNIT PRICE	EXTENSION
I	3	38 kV, 800 Ampere Vacuum Circuit Recloser,	_____	\$_____	\$_____
II	2	SEL-651R control cabinet with fiber modem accessories	_____	\$_____	\$_____
III	1	SEL-651R control cabinet with SEL radio and accessories	_____	\$_____	\$_____
IV	1	SEL radio and fiber modems for Substation	_____	\$_____	\$_____
<b>Firm Price Total Items I, II, III &amp; IV</b>					\$_____

**Method of Award:** Item(s) I-IV will be awarded as a total bid.

**Complete and Check All Math:** It is the responsibility of the Bidder to extend unit prices and supply a total for all items, including the Percent Adder.

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It is certified that this proposal is made in good faith and without collusion or connection with any





**EQUIPMENT DATA FORM**

**Recloser Data (2000 Ampere)**

**The Bidder shall submit the following data for each recloser/recloser with his Proposal:**

1. Manufacturer's Name \_\_\_\_\_
2. Manufacturer's model designation \_\_\_\_\_
3. Rated maximum voltage, kV ms \_\_\_\_\_
4. Continuous-current rating, Amperes \_\_\_\_\_
5. Rated short-circuit current at rated maximum voltage, kA rms \_\_\_\_\_
6. Maximum symmetrical interrupting capability, kA rms \_\_\_\_\_
7. Three-second short-time current-carrying capability, kA rms \_\_\_\_\_
8. Close and latch capability, kA rms \_\_\_\_\_
9. Temperature:  
Contact temperature rise, °C \_\_\_\_\_  
Ambient temperature limits, °C      Min. \_\_\_\_\_ Max. \_\_\_\_\_  
Minimum interrupting mechanism operating temperature, °C \_\_\_\_\_
10. Operating Duty Cycle \_\_\_\_\_
11. Time characteristics at rated control voltage and operating charge:
  - a) Opening time (from energization of trip coil to contact parting) (cycles) \_\_\_\_\_
  - b) Closing time (cycles) \_\_\_\_\_
  - c) Factory adjustment for reclosing time \_\_\_\_\_
  - d) Maximum interrupting time-cycles:
    - 1) For 0-25% rated capacity \_\_\_\_\_
    - 2) For 25-100% rated capacity \_\_\_\_\_
12. Low frequency insulation withstand, kV rms wet \_\_\_\_\_  
kV rms dry \_\_\_\_\_

Vendor Name: \_\_\_\_\_

13. BIL, kV \_\_\_\_\_
14. Operating mechanism data:
- a) Type of operating mechanism \_\_\_\_\_
  - b) Maximum ac current required by closing circuit at rated voltage:  
Inrush \_\_\_\_\_ @ \_\_\_\_\_ V.  
Run \_\_\_\_\_ @ \_\_\_\_\_ V.
  - c) Time required to recharge mechanism to normal fully charged state  
\_\_\_\_\_
15. Bushing manufacturer and type: \_\_\_\_\_
16. Current transformers:
- a) Ratio \_\_\_\_\_
  - b) ANSI Class Accuracy \_\_\_\_\_
17. General:
- a) Net weight \_\_\_\_\_
  - b) Guaranteed number of rated operations without maintenance:  
@ Continuous Current \_\_\_\_\_  
@ Rated IC \_\_\_\_\_
18. Power Supply Requirements:
- a) Ac Amps                    120 Vac \_\_\_\_\_ 240 Vac \_\_\_\_\_
  - b) 48 volts dc, Amps        \_\_\_\_\_
  - c) Mechanism space heater load, watts \_\_\_\_\_
  - d) Stored energy charging source load, watts \_\_\_\_\_
19. Multifunction Relay Type \_\_\_\_\_

**EQUIPMENT DATA FORM**

**Recloser Data (1200 Ampere)**

**The Bidder shall submit the following data for each recloser/recloser with his Proposal:**

1. Manufacturer's Name \_\_\_\_\_
2. Manufacturer's model designation \_\_\_\_\_
3. Rated maximum voltage, kV ms \_\_\_\_\_
4. Continuous-current rating, Amperes \_\_\_\_\_
5. Rated short-circuit current at rated maximum voltage, kA rms \_\_\_\_\_
6. Maximum symmetrical interrupting capability, kA rms \_\_\_\_\_
7. Three-second short-time current-carrying capability, kA rms \_\_\_\_\_
8. Close and latch capability, kA rms \_\_\_\_\_
9. Temperature:  
Contact temperature rise, °C \_\_\_\_\_  
Ambient temperature limits, °C      Min. \_\_\_\_\_ Max. \_\_\_\_\_  
Minimum interrupting mechanism operating temperature, °C \_\_\_\_\_
10. Operating Duty Cycle \_\_\_\_\_
11. Time characteristics at rated control voltage and operating charge:
  - a) Opening time (from energization of trip coil to contact parting) (cycles) \_\_\_\_\_
  - b) Closing time (cycles) \_\_\_\_\_
  - c) Factory adjustment for reclosing time \_\_\_\_\_
  - d) Maximum interrupting time-cycles:
    - 1) For 0-25% rated capacity \_\_\_\_\_
    - 2) For 25-100% rated capacity \_\_\_\_\_
12. Low frequency insulation withstand, kV rms wet \_\_\_\_\_  
kV rms dry \_\_\_\_\_

Vendor Name: \_\_\_\_\_

13. BIL, kV \_\_\_\_\_
14. Operating mechanism data:
- a) Type of operating mechanism \_\_\_\_\_
  - b) Maximum ac current required by closing circuit at rated voltage:  
Inrush \_\_\_\_\_ @ \_\_\_\_\_ V.  
Run \_\_\_\_\_ @ \_\_\_\_\_ V.
  - c) Time required to recharge mechanism to normal fully charged state  
\_\_\_\_\_
15. Bushing manufacturer and type: \_\_\_\_\_
16. Current transformers:
- a) Ratio \_\_\_\_\_
  - b) ANSI Class Accuracy \_\_\_\_\_
17. General:
- a) Net weight \_\_\_\_\_
  - b) Guaranteed number of rated operations without maintenance:  
@ Continuous Current \_\_\_\_\_  
@ Rated IC \_\_\_\_\_
18. Power Supply Requirements:
- a) Ac Amps                    120 Vac \_\_\_\_\_ 240 Vac \_\_\_\_\_
  - b) 48 volts dc, Amps        \_\_\_\_\_
  - c) Mechanism space heater load, watts \_\_\_\_\_
  - d) Stored energy charging source load, watts \_\_\_\_\_
19. Multifunction Relay Type \_\_\_\_\_

**SECTION III**

**TERMS AND CONDITIONS FOR THE PURCHASE OF  
APPARATUS, SUPPLIES, MATERIALS, AND EQUIPMENT**

These Terms and Conditions, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, by and between GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, with one of its principal offices and places of business at \_\_\_\_\_, hereinafter referred to as "PROVIDER";

**1.0 TAXES**

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

**2.0 INVOICES**

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number. Mail all invoices to Greenville Utilities Commission, Finance Department, P. O. Box 1847, Greenville, NC 27835-1847.

**3.0 PAYMENT TERMS**

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, or supplies and after submission of a proper invoice. GUC's normal payment policy is thirty (30) days. GUC will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

**4.0 QUANTITIES**

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

**5.0 AFFIRMATIVE ACTION**

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

## **6.0 CONDITION AND PACKAGING**

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

## **7.0 SAMPLES**

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the bid opening, otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

## **8.0 SPECIFICATIONS**

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

## **9.0 INFORMATION AND DESCRIPTIVE LITERATURE**

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

## **10.0 AWARD OF CONTRACT**

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best responsible bid most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Purchasing Technician.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights. The Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

## **11.0 MEDIATION/BINDING ARBITRATION**

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

## **12.0 GOVERNMENT RESTRICTIONS**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Purchasing Technician, at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of GUC, to cancel the contract.

## **13.0 INSURANCE**

**13.1 Coverage** – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

**13.1.1 Workers' Compensation** – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**13.1.2 General Liability** – Commercial Liability Coverage written on an “occurrence” basis in the minimum amount of \$1,000,000 per occurrence.

**13.1.3 Automobile** – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

**13.2 Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider’s liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC’s Purchasing Technician.

#### **14.0 PATENTS AND COPYRIGHTS**

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

#### **15.0 PATENT AND COPYRIGHT: INDEMNITY**

Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any U.S. copyrighted articles or any patented or unpatented invention, device, or appliance manufactured or used in the performance of this contract, or for any other violation of intellectual property law rights.

Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this Agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and reasonable attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by Provider or from the use of combination of products provided by Provider with products provided by GUC or by others; and (5) should such product(s) become, or in Provider’s opinion be likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider’s option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same, so that it become non-infringing and performs in a substantially similar manner to the original product.

## **16.0 EXCEPTIONS**

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

## **17.0 CONFIDENTIAL INFORMATION**

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

## **18.0 ASSIGNMENT**

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Purchasing Technician, solely as a convenience to the Provider, GUC may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider, and
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate GUC to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

## **19.0 ACCESS TO PERSON AND RECORDS**

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

## **20.0 INSPECTION AT BIDDER'S SITE**

GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for GUC's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit GUC's access to restricted areas.

## **21.0 AVAILABILITY OF FUNDS**

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

## **22.0 GOVERNING LAWS**

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

## **23.0 ADMINISTRATIVE CODE**

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

## **24.0 EXECUTION**

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

## **25.0 CLARIFICATIONS/INTERPRETATIONS**

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Purchasing Technician. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Purchasing Technician.**

## **26.0 SITUS**

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

## **27.0 TERMINATION OF AGREEMENT**

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

## **28.0 DELIVERY**

**Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.**

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 801 Mumford Road, Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Monday-Friday only. **GUC's purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

## **29.0 INDEMNITY PROVISION**

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent performance of the terms of this Contract by Provider; including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

## **30.0 FORCE MAJEURE**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

## **31.0 WARRANTY(IES)**

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

### **32.0 INTEGRATED CONTRACT**

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

### **33.0 CONTRACT PROVISIONS**

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

### **34.0 NOTICES**

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock  
Purchasing Technician  
Greenville Utilities Commission  
P.O. Box 1847  
Greenville, NC 27835-1847

Todd Rouse  
Substation/Controls Engineer  
Greenville Utilities Commission  
P.O. Box 1847  
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: \_\_\_\_\_  
Ronald D. Elks

Title: General Manager/CEO  
(Authorized Signatory)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Name (Print): Amy Carson Quinn

Title: Executive Secretary

Date: \_\_\_\_\_

(OFFICIAL SEAL)

COMPANY NAME:

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized Signatory)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: Corporate Secretary

Date: \_\_\_\_\_

(CORP. SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Jeff W. McCauley

Title: Chief Financial Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL CONTENT:

By: \_\_\_\_\_  
Phillip R. Dixon

Title: Commission Attorney

Date: \_\_\_\_\_