

SPECIFICATIONS  
AND  
BID DOCUMENTS  
FOR  
COOPER RECLOSERS

BIDS DUE BEFORE: 2:00 p.m., August 28, 2013

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## **1.0 INVITATION TO BIDDERS**

Sealed proposals will be received by the City of Oak Ridge, Tennessee, at its office in Oak Ridge, Tennessee for the project bid package shown below, until the date and time indicated, and immediately thereafter will be opened, and publicly read.

The City of Oak Ridge reserves the right to reject any or all bids and to waive any informalities or technicalities therein. The bid will be awarded to the lowest and best responsive bidder as determined by the Owner and Engineer.

No bidder may withdraw a bid for a period of sixty (60) days after the date set for opening of bids.

Specifications may be obtained from the Owner. Only bids from approved manufacturers will be opened. Contact the Engineer for approval standards. Specifications may be examined at the office of the City of Oak Ridge, Tennessee.

OWNER:                   City of Oak Ridge, Tennessee  
                              Electric Department  
                              100 Woodbury Lane  
                              Post Office Box 1  
                              Oak Ridge, TN 37831-0001  
                              ATTN : Margaret A. Elgin, P.E.  
                              TEL : 865 425 1818  
                              FAX : 865 482 8313  
                              email : melgin@cortn.org

PROJECT / PACKAGE : Six VSA16 Reclosers

BID DATE:    2:00 p.m., August 28, 2013

## 2.0 INSTRUCTIONS TO BIDDERS

- 2.1 You are invited to submit a Proposal for six (6) substation 14.4 kV VSA-16 reclosers
- 2.2 The Owner does not obligate itself to accept the lowest or any other bid and specifically reserves the right to reject any and all bids.
- 2.3 The Bidder shall provide all information requested. **The Bidder shall take care to complete all portions of the Proposal documents and to provide all required submittals. Failure to comply may result in the rejection of the bid.**

Bidder shall return three (3) signed and priced copies of the Proposal documents and all submittals required at the time of the Proposal to:

City of Oak Ridge  
Electric Department  
100 Woodbury Lane  
Post Office Box 1  
Oak Ridge, TN 37831-0001

ATTN: Purchasing Agent

sealed and marked in the lower left corner :

"SEALED BID for VSA-16 Reclosers  
Confidential - To be delivered to addressee unopened"

**WARNING: FAILURE TO FOLLOW INSTRUCTIONS REGARDING LABELING AND SEALING OF YOUR BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID. DO NOT FAX BIDS. DO NOT EMAIL BIDS. DO NOT SEND BIDS IN OVERNIGHT SERVICE ENVELOPES, WITHOUT THE PROPER OUTSIDE LABELING.**

- 2.4 No proposal security will be required to accompany proposals.
- 2.5 The Owner invites cost saving and schedule improving alternatives. A Bidder shall first complete the Proposal as issued by the Owner; Bidder may then submit the alternatives referenced to the base proposal. If the Bidder recommends any changes or deviations from the documents, Bidder shall describe the change fully and furnish complete information so that the Owner can make a decision based upon the alternative information provided.
- 2.6 If the Bidder requires additional information or is in doubt as to the meaning of any part of the Contract documents, Bidder may telephone or submit a written request to the Engineer for such information or clarification. For questions to be answered, they must be received at least five (5) days prior to the Bid due-date. Addenda may be issued as deemed necessary by the Engineer.

- 2.7 For further information, Bidders shall contact the Engineer.
- 2.8 The Engineer will represent the Owner in all matters pertaining to the project, including but not limited to, answering technical questions of prospective bidders, bid evaluation and recommendation, review and approval of fabrication drawings and similar documents, and approval of invoices prior to payment by the Owner.
- 2.9 The terms Purchaser and Owner shall refer to the City of Oak Ridge. The terms Bidder, Seller and Manufacturer shall refer to the supplier of the equipment described by the documents.
- 2.10 If these specifications call for material, equipment or manufacturing procedures different from the Manufacturer's standard, the Manufacturer shall clearly identify all deviations or substitutions in this bid. When possible, the Manufacturer should bid according to the specifications with the Manufacturer's standard as an option.
- 2.11 Equal shall mean a satisfactory equivalent as approved solely by the Engineer.
- 2.12 Proposals should include Manufacturer's best delivery date that is as close as possible to the requested delivery date.
- 2.13 The Bidder shall clearly state all exceptions to this specification. Unless specifically stated otherwise, the Bidder shall furnish equipment, material and services in exact accordance with this specification, and any modifications to equipment, material and services necessary to comply with this specification shall be made by the Bidder at no additional cost to the Purchaser.
- 2.14 The cost to furnish any and all prints, drawings, diagrams, instruction manuals, cutsheets, AutoCad electronic files, reports, and certified test reports shall be included in the bid process and shall not be listed as a separate item.
- 2.15 All requested options, devices, and equipment are required and expected per the specifications, and the cost to furnish fully operational equipment with explanatory documentation shall be included in the bid process and shall not be listed as separate items. Installation at site will be accomplished by the Owner.

### 3.0 TERMS AND CONDITIONS

#### 3.1 Acceptance; Entire Agreement

Acceptance of this order by acknowledgement, shipment or other performance shall be expressly limited to the terms and conditions contained in this order. Any additional or different terms or conditions proposed by the Seller are objected to and are hereby rejected. Upon acceptance, the terms contained in this order shall constitute the entire agreement between Seller and Purchaser with respect to the subject matter of this agreement (hereinafter referred to as the "Agreement") and may not be modified, added to, or rescinded except by a written document signed by Seller and Purchaser.

#### 3.2 Assignment and Setoff

The Seller shall not assign any right or interest under this Agreement nor delegate any work or other obligation to be performed or owned under this Agreement without the prior written consent of Purchaser. Any attempted assignment or delegation in contravention of this provision shall be void. Purchaser shall be entitled to set off any amounts owed by Seller to Purchaser against any amounts payable to Seller.

#### 3.3 Delivery Terms

**All goods ordered hereunder shall be shipped F.O.B. destination**, unless otherwise agreed. No charge will be allowed for packing, crating, freight, express, or cartage, unless agreed to and specified on this order. This order shall not be filled at prices higher than last quoted or charged without proper authorization.

#### 3.4 Payment

Upon the shipment of any material hereunder, the Seller shall submit to the Purchaser a detailed invoice duplicate of the materials shipped. Within 30 days after delivery the Purchaser shall make payment no more than 90 percent of total purchase price to the Seller. Upon completion of field testing and certification by Seller that the materials provided are complete and ready for external connections, the Seller shall invoice the Purchaser for the final 10 percent. Within 30 days after invoicing, the Purchaser shall make payment thereof to the Seller.

#### 3.5 Time of Performance

Time is of the essence of this Agreement. If tender of conforming goods is not made by the delivery date specified or services are not completed by the completion date specified, Purchaser may treat such failure as a breach hereof and will have all remedies afforded to it by law including, but not limited to, the rights to cover.

### 3.6 Identification; Risk of Loss

Identification of the goods ordered herein shall occur at the moment this order is accepted by Seller. Risk of loss shall pass to the Purchaser at the time that conforming goods to the Agreement are confirmed received at the Delivery Site.

### 3.7 Infringement

Seller shall indemnify Purchaser and Purchaser's customers for any and all loss, damage, expense, (including but not limited to attorney's fees) claims or liability arising out of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, installation, normal use, lease, or sale of any service of material furnished to Purchaser under this Agreement. Purchaser shall notify Seller promptly of any such claim or infringement and Seller shall, at its own cost, defend, compromise, or settle, any such action or actions to satisfy and discharge the same without any cost or expense whatsoever to the Purchaser.

### 3.8 Warranties

Seller warrants to Purchaser that material furnished will be merchantable, fit for Purchaser's intended purposes and free from defect in design, material and workmanship and will conform to and perform in accordance with Purchaser's drawings and specifications and will be safe for its intended use. Seller also warrants to Purchaser that services will be performed in a first class workmanlike manner consistent with accepted industry standards. In addition, if material furnished contains one or more manufacturers' warranties, Seller hereby assigns such warranties to Purchaser. All warranties shall survive inspection, acceptance and payment. Material not meeting the warranties shall at Purchaser's option be repaired, adjusted or replaced by Seller at no cost to Purchaser. Services not meeting the warranties shall at Purchaser's option be reperformed by Seller at no cost to Purchaser. Such remedies shall be available to Purchaser in addition to all others afforded to it at law or equity.

### 3.9 Rejected Goods

Purchaser shall give notice to Seller of any rejection of goods, and goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller may reasonably request. Payment for the goods prior to inspection and approval shall not constitute acceptance thereof. Neither Purchaser's inspection nor its failure to inspect the goods delivered hereunder shall release Seller from its warranties and obligations under this Agreement.

### 3.10 Termination

A) Purchaser may terminate this Agreement for default upon notice to Seller if: 1) Seller fails to comply with any of the terms and conditions of this Agreement, including failure to deliver goods or perform services required within the time specified in this Agreement; 2) at any time reasonable grounds for insecurity

arise with respect to Seller's expected performance and Seller fails to furnish adequate assurance of due performance within ten (10) days after a written demand by Purchaser for such adequate assurance; 3) Seller shall become insolvent or make an assignment for the benefit of creditors; or 4) Seller shall file a voluntary petition in bankruptcy or insolvency or shall be involuntarily petitioned into bankruptcy or insolvency.

- B) Purchaser may terminate this Agreement, in whole or in part, for its convenience, at any time by giving written notice to Seller, and Seller shall promptly comply with the directions contained in such notice. In such event, Purchaser shall make payment to Seller for all costs incurred by Seller prior to such termination reasonably allocable to this Agreement under recognized accounting practice, less any scrap or salvage value.

### 3.11 Liens

Seller shall promptly pay for all materials, supplies and labor employed by it in manufacturing the ordered goods to the end that such goods may be kept free from Materialmen's, Warehousemen's and Mechanics' liens. Seller shall promptly discharge any such liens arising from the performance of this Agreement.

### 3.12 Indemnity of the Purchaser

The Seller shall indemnify and hold Purchaser and its officers, employees, and agents harmless from and against all suits or claims that may be based upon any alleged injury to or the death of any person or damage to property that may occur or that may be alleged to have occurred in the course of performance of this Agreement whether or not such claim is made by a third person, except when it shall be proved that the alleged injury was caused solely by a negligent act or omission of the Purchaser. Seller shall, at its own cost and expense, pay all costs and expenses or such suit or claim, including attorney's fees in connection therewith, and if any judgement shall be rendered against the Purchaser in any such action or actions the Seller shall satisfy and discharge the same without cost or expense to Purchaser.

### 3.13 Compliance with Laws

Seller and all material furnished by Seller shall fully comply with all federal, state, and local laws, ordinances, regulations, orders and codes, including identification and procurement of required permits, certificates, approvals and inspections in performance hereunder. Any provision required to be included in this Agreement by any such law, rule or regulation shall be deemed to be included herein. The Equal Opportunity Clause contained in Executive Order 11246 as amended, relating to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, the Affirmative Action Clause contained in 41 C.F.R. Chapter 60.250 relating to affirmative action obligations to disabled veterans and to veterans of the Vietnam Era, and the Affirmative Action Clause contained in 41 C.F.R. Chapter 60.741 relating to

affirmative action obligations to handicapped workers, are incorporated herein by reference. The Seller also certifies that it does not engage in and requires that its subcontractor's (if any) employees or agents not engage in, any form of discrimination based on race, color, religion, sex or national origin. Seller agrees to indemnify Purchaser for any loss or damage that may be sustained by reason of any failure to do so.

#### 3.14 Labeling

All goods and materials to be supplied by Seller under this Agreement shall be labeled in accordance with the requirements of the Federal Occupational Safety and Health Act Hazard Communication Standard (29 CFR 1910.1200) and/or applicable State law or standard of similar effect. Seller shall immediately send to the Purchaser, referencing this purchase order number, all required written safety information materials including without limitation, Material Safety Data Sheets, required under said standards.

#### 3.15 Non-Waiver

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

#### 3.16 Choice of Law

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed and resolved in accordance with the laws of the State of Tennessee.

#### 3.17 Notification

The Manufacturer shall acknowledge in writing to the Engineer that the Owner's Purchase Order or acceptance has been received within 5 days ARO. The acknowledgement shall include the date that the Purchase Order or acceptance is received and the date that equipment delivery is expected.

#### 3.18 Terminology

The terms "shall" and "will" which appear in the Proposal and specifications place an absolute obligation on the Manufacturer to do that which is designated and/or specified.

#### 3.19 Taxes

All applicable taxes shall be included. (City of Oak Ridge, Tennessee is exempt from sales tax.)

#### **4.0 EQUAL OPPORTUNITY PROVISIONS**

- 4.1 This Contract is subject to the provisions of Section 202 of Executive Order Number 11246 of September 24, 1965 as amended relating to Equal Opportunity and to the Affirmative Action requirements of 41CFR60. The contractor performing this work or services of this contract, shall not discriminate against any person seeking employment with or by the contractor because of race, creed, color, sex, sexual orientation, national origin, or other legally protected status.
- 4.2 The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Bidder is encouraged to actively solicit the participation of these businesses.
- 4.3 Each Bidder shall complete the following Equal Opportunity Compliance Certificate as part of the submitted proposal.
- 4.4 The City of Oak Ridge complies with title six of the 1964 Civil Rights Act. No person in the U.S. shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.

## EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE

We hereby certify:

As a(n):        \_\_\_\_\_ Division of Parent Company \_\_\_\_\_  
                  \_\_\_\_\_ Subsidiary  
                  \_\_\_\_\_ Affiliate        Address \_\_\_\_\_  
                  \_\_\_\_\_ Separate Corporation        \_\_\_\_\_

And being:     \_\_\_\_\_ a Small Business (Ref: ASPR-1-701-1)  
                  \_\_\_\_\_ Minority Owned Business (Ref: 41CFR-1.701-1)  
                  \_\_\_\_\_ from a Labor Surplus Area (Ref: 41CFR 1-1.801-1);

Having \_\_\_\_\_ employees in all divisions , subsidiaries, affiliates and parent (number) company;

That we shall comply with the applicable portions of the Equal Opportunity Clause as promulgated under Executive Order 11246, September 24, 1965 as amended, and all other federal laws and regulations pertaining to the Equal Employment Opportunity and Affirmative Action obligations of Federal Government Contractors, and shall submit the required compliance reports, and shall maintain non-segregated facilities. We do not exclude, deny benefits, or discriminate against persons on the basis of race, color, or national origin.

Contractor        \_\_\_\_\_

Address            \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date of Signing \_\_\_\_\_

## 5.0 **RECLOSER SPECIFICATION**

### 5.1 Standards :

The primary standards to which this equipment shall be constructed and tested are:

- 1.1 National Electric Code
- 1.2 American National Standards Institute
- 1.3 National Electric Safety Code
- 1.4 American Society for Testing Materials
- 1.5 Institute of Electrical and Electronic Engineers
- 1.6 National Electrical Manufacturers Association
- 1.7 All applicable local codes
- 1.8 ANSI/IEEE C37 series, latest revision, including **C37.60 & C37.61**

### 5.2 Drawings and Data

The Manufacturer shall submit a Schedule within ten (10) days ARO to the Engineer. This schedule will reflect the commitments submitted with the proposal. This schedule shall indicate the starting dates and dates of completion when the products will ship.

Drawings for approval shall be submitted within 4 weeks of order. Marked drawings will be returned within 14 days of submittal.

The timely submission of Manufacturer's record drawings and test data is as important as manufacture and delivery of equipment and hardware, and shall be considered in determining the award. Construction drawings and data will be submitted within 2 weeks after approval drawings are returned. Certified Test data will be submitted within 5 working days after shipping date of product.

#### 5.2.1 Each drawing and instruction book associated with the VSA-16 reclosers shall be clearly marked to identify the Owner's location as follows:

City of Oak Ridge, Tennessee  
VSA16

#### 5.2.2 Submittals shall consist of, but are not limited to, the following:

1. Outline Dimension Drawing and Weights
2. Nameplate Data / Ratings
3. Installation Instructions

4. Operating Instructions
5. Maintenance Instructions
6. Bill of Material for product
7. Schematic diagrams, ac, dc, control and alarm
8. Wiring diagrams
9. Current transformer ratio and excitation curves
10. Foundation Information – anchor bolt location plans, loadings, base dimensions.
11. Bushing data/drawings

### 5.2.3 Submittal Process

The Manufacturer shall submit to the Engineer four (4) copies of shop drawings of the specified equipment. Each submittal shall be clearly marked with the project name, date, and accompanied by a letter of transmittal listing all items included in the submittal.

1. The Engineer will review, mark and date all submitted shop drawings. One (1) set will be returned to the Manufacturer and remaining sets will be retained by the Engineer. Manufacturer shall make corrections and changes as indicated.
2. The Manufacturer shall resubmit shop drawings as required until satisfactory review has been obtained. Corrections and/or changes indicated on shop drawings by Engineer/Owner shall not be considered as an extra work order.
3. After satisfactory "Reviewed" or "Reviewed As Noted" has been obtained for all shop drawings, five (5) copies of shop drawings marked "FOR CONSTRUCTION" and one (1) electronic copy of drawings in AutoCAD format shall be furnished to the Engineer/Owner within 14 days of receipt of approval drawings by Manufacturer.
4. Review of shop drawings by the Engineer will be general only, and such review will not relieve the Manufacturer of responsibility for accuracy of such shop drawings, proper fitting, coordination, construction of work, and furnishing of materials required by the specifications but not indicated on shop drawings. Review of shop drawings shall not be construed as approving departures from the Specifications.
5. Prints, exclusive of reproducibles, shall be folded to 8 1/2" x 11" for submittal.
6. All technical correspondence shall be sent to the Engineer.

5.2.4 Final instruction books (**five sets**) shall be provided to the Engineer, and as a minimum shall contain the following information:

1. The items listed in Section 5.2.2.

2. All drawings approved by Purchaser for the particular unit(s) furnished.
3. Bill of Material, indicating model number of EVERY device.
4. Instruction Leaflets and Cutsheets, with pertinent model numbers clearly indicated.
5. Information for ordering parts.
6. Certified test reports shall be shipped simultaneous to shipping of the unit(s).
7. One (1) electronic copy of all drawings shall be provided in AutoCAD. Mylars of all final drawings and data shall be provided.
8. Instruction books shall be enclosed in an adequately sized **three ring binder**.

### 5.3 Shipping

- 5.3.1 **Unit(s) shall be furnished F.O.B. Destination**, Freight Prepaid and Allowed at the destination indicated. Unloading will be provided by the Owner.
- 5.3.2 Manufacturer shall be responsible for obtaining necessary permits, providing and verifying routing and, in general, making all the necessary arrangements for transporting the equipment provided to Purchaser's destination.
- 5.3.3 Any material to be mounted in the field shall be packed in a separate box with a packing list attached outside. Another packing list shall be placed inside the box. Lists shall clearly identify components contained in the box.
- 5.3.4 No incomplete or partial or unfinished shipments shall be accepted or received without written permission from the Engineer.
- 5.3.5 Manufacturer shall provide forty-eight (48) hours advance notice to the Engineer of the exact time delivery will be made at destination, along with information listed in 5.3.6 below.
- 5.3.6 The manufacturer shall, at the time arrangements for delivery are to be made, inform the Engineer of:
  - a. Purchase Order Number
  - b. Number of items being shipped per purchase order
  - c. Weight of each item (heaviest)
  - d. Estimated time of arrival
  - e. Location

f. Serial Number(s)

- 5.3.7 Delivery is desired as soon as possible.
- 5.3.8 Destination: Reclosers and associated substation mounting frames shall be shipped to 100 Woodbury Lane, Oak Ridge, TN 37830.

5.4 Reclosers

- 5.4.1 Six (6) VSA-16, KVS-15-16-800, English Labelling, 14.4 kV, 800A, 16KAIC, vacuum reclosers, Without a Control, KA55VSA substation mounting frame, KA55VS4 2X Control Front mounting bracket, KPACK hangers, 240 V AC Charging Motor, 4 hole NEMA terminals tinned for either CU/AL connections, and a C200, TRF 1.5, 1200:5 multi-ratio bushing current transformer in the X position on each of the 1,2,3,4,5,6 bushings.
- 5.4.2 Current transformer leads shall be no smaller than No. 12 AWG copper. Bushing type current transformer leads shall be prewired to shorting type terminal blocks. The ratio and connection (delta) will be formed at the shorting type terminal blocks. No. 12 AWG copper wiring shall be provided from the shorting type blocks to terminal blocks suitable for No. 12 AWG copper external connections.
- 5.4.3 The manufacturer shall provide a one year warranty from date of energization or 18 months from certification. Submit the warranty description with the proposal.

5.5 Testing and Certification

- 5.6.1 The manufacturers shall test the units in accordance with the latest ANSI standards.
- 5.6.2 The manufacturer shall provide a list of factory and field tests which will be performed.

## **6.0 PROPOSAL**

In submitting this Proposal, the Manufacturer agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Manufacturer on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment.

The prices set forth herein are firm if accepted by the Owner within sixty (60) days and shall include the cost of delivery to the job site or warehouse (Delivery Site), inspection, testing, and certification.

Owner will provide unloading at the site.

The equipment shall be delivered to the Delivery Site on or before the Delivery Date. Include delivery date with proposal.

Title of equipment shall pass to the Owner once the equipment has been delivered, satisfactorily inspected for transit damage, conformance to specification verified, and manufacturer certification ready to be energized.

The Manufacturer agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Include warranty information in the bid.

### **MANDATORY INFORMATION SUBMITTED WITH BID**

Descriptive literature, including dimensions and weight of manufacturer's equipment, shall be furnished with the proposal. Typical drawings shall include individual unit detail, mounting information and ratings. Instruction book for assembly, installation, operation and maintenance shall also be included.

**PROPOSAL FORM**

TO: CITY OF OAK RIDGE, TENNESSEE  
Project / Package : Six VSA16 Reclosers

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>\$ Unit Price</u>	<u>\$ Total Price</u>
1	6	VSA-16 <b>without</b> a control, substation mounting base and all accessories described in 5.4.	_____	_____
2	1	Recommended Spare parts for Item 1	_____	_____

Delivery Site :

City of Oak Ridge warehouse at 100 Woodbury Lane, Oak Ridge, TN 37830.

Delivery Date (weeks ARO) : \_\_\_\_\_

Bidder : \_\_\_\_\_

Manufacturer: \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone Number : \_\_\_\_\_

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

email : \_\_\_\_\_

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

