

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
STRUCTURES AND EQUIPMENT FOR THE
230 kV SOUTH POD SUBSTATION
OLD MILL ROAD, ROCKY MOUNT, NORTH CAROLINA
BID # RFP 320-150622AG Rebid**

ISSUED FOR BIDS

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
STRUCTURES AND EQUIPMENT FOR THE
230 kV SOUTH POD SUBSTATION
OLD MILL ROAD, ROCKY MOUNT, NORTH CAROLINA
BID # RFP 320-150622AG Rebid**

ISSUED FOR BIDS



**Booth & Associates, LLC
Consulting Engineers
2300 Rexwoods Drive, Suite 300
Raleigh, NC 27607
Firm License No. F-0221**

© August 2022

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NC**

**SPECIFICATIONS AND BID DOCUMENTS FOR
STRUCTURES AND EQUIPMENT FOR THE
230 kV SOUTH POD SUBSTATION
OLD MILL ROAD, ROCKY MOUNT, NC**

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

Notice to Prospective Bidders.....	N-1 to N-2
Definitions.....	D-1 to D-2
Instructions to Bidders	IB-1 to IB-4
General Conditions	GC-1
City of Rocky Mount General Conditions	1 - 5

FORM OF PROPOSAL

Terms and Conditions	P-2 to P-3
Bid Schedules.....	P-4
Affidavit of Bidder	P-5
Form of Exceptions.....	P-6
Bidder Inserts: Addenda / Clarifications / Bulletins	P-7

TECHNICAL SPECIFICATIONS

1.0	Scope.....	S-1
2.0	General Conditions	S-1 to S-2
3.0	Special Conditions	S-2
4.0	Standards.....	S-2 to S-3
5.0	Basic System Rating	S-3
6.0	Drawings and Documentation.....	S-3
7.0	Structural Steel.....	S-3 to S-5
8.0	Approval Drawings.....	S-5
9.0	Lighting Protection Structures	S-5
10.0	Miscellaneous Structures / Hardware	S-5
11.0	Bus Insulators	S-6
12.0	Bus and Leads	S-6
13.0	Bus Supports	S-6
14.0	Connectors	S-6 to S-7
15.0	Group-Operated Disconnect Switches	S-7
16.0	Surge Arresters	S-7 to S-8
17.0	Single-Pole Disconnecting Switches	S-8
18.0	Instrument Transformers.....	S-8
19.0	Station Grounding.....	S-8 to S-9
20.0	List of Materials – Substation Structures and Equipment.....	S-9
21.0	Hookstick and Container.....	S-9
22.0	Distribution Transformers.....	S-9

APPENDICES

- 1 – List of Drawings
- 2 – Vicinity Map
- 3 – MWBE Affidavits
- 4 – Bill of Materials

REQUEST FOR PROPOSAL

NOTICE TO PROSPECTIVE BIDDERS

Sealed Proposals for the furnishing and delivery of all materials and equipment (except materials and equipment specified to be furnished by the Owner) complete and conforming to the bid documents for the Structures and Equipment for the **230 kV South POD Substation**, as set forth in the Bid Schedule, will be received by **The City of Rocky Mount** (hereinafter referred to as the Owner) at the offices of their Purchasing Manager, City of Rocky Mount, Purchasing Division, City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804, or PO Box 1180, Rocky Mount, NC 27802-1180, on or before **4:00 PM, Local Time, Thursday, September 8, 2022**, at which time the Proposals will be opened and read. Any Proposal received after that time will be promptly returned to the Bidder unopened.

The Specifications, together with all necessary forms and other documents for the Bidder, may be obtained from the Owner's website <https://rockymountnc.gov/services-finance-bids/>. Questions and comments can be submitted to Alicia Gaines (alicia.gaines@rockymountnc.gov).

Proposals and all supporting instruments must be submitted on and in the format of the forms furnished in the *Form of Proposal* of these bid documents and must be delivered in a sealed envelope addressed to the Owner. Proposals must be filled in with indelible ink. No alteration or interlineations will be permitted unless made before submission and initialed and dated.

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the bid documents on file with the Owner and with the Engineer and of all other matters that may affect the cost and the time of the work.

The name and address of the Bidder, its license number (if a license is required by the State), and the following description must appear on the envelope in which the Proposal is submitted:

**"BID FOR STRUCTURES AND EQUIPMENT FOR THE
230 kV SOUTH POD SUBSTATION
OLD MILL ROAD, ROCKY MOUNT, NC
NOT TO BE OPENED UNTIL
4:00 PM, LOCAL TIME, THURSDAY, SEPTEMBER 8, 2022"**

The Owner reserves the rights to (1) waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to its acceptance by the Owner; (2) reject any or all Proposals and to hold any or all Proposals for a period of sixty (60) days from the date of opening thereof; (3) accept the bid, in its opinion, that represents the best value for the Owner, regardless of whether such bid is the lowest price; and (4) award Contracts to Bidder(s) for any Schedule(s) individually or collectively from the Bid Schedule.

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NC**

By: Alicia Gaines
Purchasing Clerk

Date: August 19, 2022

BID DATES SCHEDULE
City of Rocky Mount, NC
BID No. 320-150622AG Rebid
230 kV South POD Substation

No.	Item	Description
1	Bid Issue Date:	Friday, August 19, 2022
2	Owner's Contact on Bid:	Name: Alicia Gaines Phone: Email: alicia.gaines@rockymountnc.gov
3	Pre-bid Meeting Date:	Not Applicable
4	Site Visit Date:	Not Applicable
5	Address for submission of clarification requests on Bid Documents: Or Email to:	City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 Or Email: alicia.gaines@rockymountnc.gov
6	Deadline for submission of questions and clarification requests on Bidding Documents:	4:00 PM Friday, August 26, 2022
7	Deadline for the City to respond to submitted questions	4:00 PM Friday, September 2, 2022
8	Bid Closing Date and Time (Local Time):	4:00 PM Thursday, September 8, 2022
9	Bid Submission Address, by Hand Delivery: Bid Submission Address, by Mail:	City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 Or PO Box 1180 Rocky Mount, NC 27802-1180
10	Bids received after the "Bid Closing Date and Time":	Shall not be accepted and shall be returned closed to the bidder.
11	Bid Opening Date & Time (Local Time):	4:00 PM Thursday, September 8, 2022**
12	Bid Opening Location:	Not Applicable
13	Validity of Bids:	Bids shall be valid for a period of 30 days after the Bid Closing Date.
14	Validity of Bid Security:	The Bid Security shall be valid for 30 days beyond the validity date of the Bid. NOT APPLICABLE
15	Delivery Date:	December 2022
16	Performance Bond:	Not Applicable
17	Warranty/Guaranty Period:	1 year

Bid updates can be found at the City website at <https://rockymountnc.gov/services-finance-bids/>

****Bid opening shall not be open to the public.**

DEFINITIONS

Whenever the following terms or pronoun in place of them are used in these *Instructions to Bidders, Form of Proposal, Technical Specifications*, "Purchase Order", bond, etc., the intent and meaning shall be interpreted as follows:

Owner	City of Rocky Mount Rocky Mount, Nc
Senior Purchasing Technician	Ramona L. Plemmer; or authorized assistant.
Purchasing Clerk	Alicia Gaines
Consulting Engineer	Booth & Associates, LLC
Observer	An authorized representative of the Owner assigned to make any or all necessary observations of work performed and equipment and/or apparatus furnished by the Bidder.
Bidder	Any individual, firm, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative; or party of the second part of the Purchase Order, acting directly or through a duly authorized representative.
Subcontractor	An individual, firm, or corporation who contracts with the Bidder to perform part of the latter's Purchase Order.
Surety	The body, corporate or individual, approved by the Owner, which is bound with and for the Bidder who is primarily liable, and which engages to be responsible for his acceptable performance of the work for which he has contracted.
Form of Proposal, Proposal	The approved, prepared form on which the Bidder is to submit or has submitted his Proposal for the work contemplated.
Bid Security (Not Required)	To all bids there shall be an attached cash, cashier's check, or certified check from the Bidder upon a bank or trust company insured by the Federal Deposit Insurance Corporation, or in lieu thereof, a Bid Bond.
Plans, Drawings	All Drawings or reproductions of Drawings pertaining to the construction under the Purchase Order.
Technical Specifications	The directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the Purchase Order.
Purchase Order	The agreement covering the furnishing of equipment and/or apparatus and the performance of the work. The Purchase Order shall include the <i>Instructions to Bidders, General Conditions, Form of Proposal, "Plans", Technical Specifications</i> , and Acknowledgments.
Performance Bond (Not Required)	The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee of good faith on the part of the Bidder to accept the work in accordance with the terms of the Specifications and Purchase Order.

**Payment Bond
(Not Required)**

The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee for payment of all Subcontractors on the part of the Bidder in acceptance of the work in accordance with the terms of the Specifications and Purchase Order.

Work

The performance of the project covered by the Specifications or the furnishing of labor, machinery, equipment, tools, or any other article or item being purchased by the Owner.

Emergency

A temporary unforeseen occurrence or combination of circumstances which endangers life and property and calls for immediate action or remedy.

Work at Site of Project

Work to be performed, including work normally done on the location of the project.

Bid Documents

Include all sections of the *Request for Bids, Form of Proposal, Technical Specifications and Appendices, Addendum/Clarifications/Bulletins*, and Drawings.

The subheadings in these Specifications are intended for convenience or reference only and shall not be considered as having any bearing on the interpretations thereof.

INSTRUCTIONS TO BIDDERS

1.0 Bidder Qualification

Bids will be awarded only to Bidders deemed by the Owner or the Engineer to be qualified to provide the materials, equipment, and services described by these Specifications. The experience of Bidders in providing the same or similar materials, equipment, and services will be a major factor in determining qualification. The Bidder shall include information to establish qualifications, which may include technical specifications of the product, Bidder's product line, and/or an extensive user list in their proposal.

Qualified bidders will be evaluated based on the exceptions to this request for proposal and will favor proposals with a strict adherence to the technical specifications.

2.0 Proposals

- 2.1 To warrant consideration, Proposals must comply with these instructions. Strict adherence to these Specifications and Drawings is requested to facilitate review and consideration of the Proposal.
- 2.2 Bids not received on Booth & Associates, LLC *Form of Proposal* contained herein will be considered unresponsive. The forms shall be filled out completely; any omissions may cause the entire Proposal to be rejected.
- 2.3 Proposals must be made on the *Form of Proposal* provided herein and must not be altered, erased, or interlined in any manner. The Bidder shall fill in the *Form of Proposal* as detailed in the *Terms and Conditions*. The Bidder may retain one (1) copy, but the original, fully executed must be inserted in or attached to the bid documents. Also, one (1) additional copy of all executed forms and supporting information shall be supplied.
- 2.4 The Bidder shall furnish certain information, as required by the bid documents regarding the equipment on which he is bidding. Two (2) copies of the information, together with the Manufacturer's literature setting forth the guarantees and describing the equipment on which he is bidding shall be included as part of the Proposal. If one (1) Manufacturer is bidding through two (2) or more agents or representatives, descriptive literature, guarantees, etc., may be submitted in duplicate in one (1) sealed envelope, which will be considered and treated as though it contained a sealed bid. This envelope shall contain a list of the names of Bidders to whom the information applies. Each sealed bid Proposal without this information shall state the name of the Manufacturer who is furnishing the information. Additional sets of the Specifications may be obtained upon a payment of fifty dollars (\$50.00) non-refundable deposit by approved Bidders.
- 2.5 Bids may be modified by the Bidder's removal of his original and the submittal of a completely revised bid package in full compliance with the bid documents if received prior to the time of opening bids and if included in the public reading of such bids. No oral or telephonic Proposals will be considered.
- 2.6 Proposals shall include a *Form of Exceptions* utilizing forms provided which shall itemize each and every exception from the bid documents. The *Form of Exceptions* shall state the section, subsection, and paragraph designations from the part of the Specifications to which exception is taken and explain in detail the nature of the exception. A copy of this *Form of Exceptions* is included in the *Form of Proposal*. Exceptions will not necessarily eliminate a Bidder from consideration, even if bids without exceptions are received from others. The treatment of exceptions will be based entirely on the overall best interests of the Owner. **Certain exceptions (e.g., failure to provide rigging and unloading at the site, or failure to properly provide field supervision on testing) may result in the entire bid Proposal being rejected.**

- 2.7 Should the Bidder find discrepancies in the documents or fail to understand their meaning, he shall immediately notify the Engineer, who will send written instructions to all Bidders. Neither the Owner nor the Engineer will be responsible for any oral instructions.
- 2.8 The Bidder shall be the Manufacturer of the equipment, or the Bidder shall submit with the *Form of Proposal* a notarized statement that the Bidder is authorized by the Manufacturer to tender the Proposal as submitted and that the Manufacturer will guarantee the suitability and adequacy of the equipment proposed, and will be bound by the Specifications, as though the Manufacturer had submitted the Proposal.
- 2.9 In the event that the Bidder proposes any change or deviation from the Engineer's Plans and Specifications, such Proposal changes or deviations must be submitted at the time bids are opened. The Owner reserves the right to reject any such proposed changes or deviations.
- 2.10 Bid Proposals may be withdrawn before the scheduled closing time for the receipt of bids, but no Bid Proposal may be withdrawn after that time for a period of ninety (90) days pending the purchase order by the successful Bidder. Should the successful Bidder default and not accept a purchase order, then the purchase order may be offered to the next lowest responsible Bidder whose Proposal is evaluated as acceptable.
- 2.11 Prior to submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the Plans and Specifications on file with the Owner and with the Engineer and all other matters that may affect the cost and the time of completion of the work.
- 2.12 The Purchase Order, when accepted, shall be deemed to include the Specifications for the equipment, and the Bidder shall not claim any modification thereof resulting from any representative or promise made at any time by an officer, agent, or employee of the City or by any other person.
- 2.13 The Owner reserves the right to accept any schedule, combination of schedules, or any portion of a schedule.

3.0 Bid Security

A Bid Security is not required for this project.

4.0 Performance Bond/Payment Bond

A Performance Bond/Payment Bond is not required for this project.

5.0 Bulletins and Addenda

Any bulletins or addenda to the Specifications issued during the time of bidding are to be considered covered in the Proposal, and in accepting a Purchase Order, they will become a part thereof. Receipt of addenda shall be acknowledged by the Bidder on the *Form of Proposal*.

6.0 Award of Purchase Order

- 6.1 The issue of a Purchase Order will be made to the lowest acceptable Bidder as soon as practical, provided that in the selection of materials and equipment a Purchase Order may be awarded to a responsible Bidder other than the lowest in the interest of standardization or ultimate economy if the advantage of such standardization or ultimate economy is clearly evident. The Owner reserves the right to reject any and all bids.
- 6.2 The Owner reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. The Bidder must correct any such irregularities or errors so waived on the Proposal prior to its acceptance.

- 6.3 In estimating the lowest cost to the Owner as one (1) of the factors in deciding the award of the Purchase Orders, the Owner will consider, in addition to the prices quoted in the Proposal, the following:
 - 6.3.1 Equipment delivery (days).
 - 6.3.2 Adherence to the Plans and *Technical Specifications*.
 - 6.3.3 Evaluation of equipment suitability to the system as noted and submitted by the Bidder.
 - 6.3.4 The Bidder's intended method of shipment of the materials, equipment, and unloading.
 - 6.3.5 Firm prices.
 - 6.3.6 Weight of structural steel.

7.0 Approval Drawings

- 7.1 Receipt of Approval Drawings by the Bidder constitutes authorization for manufacture predicated upon the Drawings and corrections found thereon. After the return of Approval Drawings, release for shipment is to be granted by either the Owner or its Engineer, based upon the Manufacturer's compliance with the following:
 - 7.1.1 Furnishing of the requested number of copies of the Final Drawings as called for in the Specifications.
 - 7.1.2 Thirty (30) days notification of tentative shipping schedule and forty-eight (48) hours notification prior to delivery.
 - 7.1.3 Coordination of manufacturing and delivery with the Owner's construction schedule.
- 7.2 Approval Drawings are to be submitted electronically in AutoCAD® 2018 format or newer in lieu of paper copies.

8.0 Shipment and Delivery

- 8.1 Quoted prices for materials and equipment shall include shipment FOB point of delivery to the substation site via open-top truck or open trailer. Owner will be responsible for installing the structures and equipment. **Trusses and columns shall be assembled before shipment to ensure correctness and shall be shipped assembled.**
- 8.2 The location of the station is shown on the vicinity map found in the *Appendices*.
- 8.3 A Delivery Schedule is provided as part of the Proposal, on which the Bidder shall indicate the Delivery Schedule for his materials and equipment. Strict adherence to the quoted Delivery Schedule is expected. Special attention should be given to the stipulations for delivery outlined in the *General Conditions*. Furthermore, the Bidder shall match his scheduled deliveries to the schedule preferred by the Owner if noted in the *Form of Proposal* section.
- 8.4 Advance shipment of anchor bolts is preferred. Upon approval of anchor bolt Plans and details, anchor bolts may be shipped exclusive of the substation deliveries.
- 8.5 **Coordinated shipment shall be made to reduce storage by the Owner and to facilitate the accumulation of component parts. A maximum of four (4) shipments will be permitted for delivery of the entire lot of structures and equipment. One (1) shipment of anchor bolts will be permitted and will not count toward the four (4) shipments. Small partial shipments at scattered times will not be acceptable.**
- 8.6 In the event that delays occur, the Bidder shall be responsible for all shipping demurrage unless such delays are caused solely by the Owner.

- 8.7 All components shall be distinctly marked or identified and shall be completely assembled before shipment insofar as is practical. Each Bidder shall so state in his Proposal the manner in which trusses and columns will be shipped. Unless otherwise stated as a part of the Bidder's Proposal, all trusses and box columns are to be shipped completely assembled. Box columns and/or box trusses **over 4 feet x 4 feet** may be shipped two (2) sides assembled/two (2) sides knocked down.
- 8.8 Delivery of all items of equipment shall be made at such time as to permit unloading between the hours of 9:00 a.m. and 3:00 p.m., Monday through Thursday, holidays excluded. The Owner will furnish escort to the substation site. Ultimate delivery shall be at the discretion of the Owner.

9.0 Payment

- 9.1 The successful Bidder shall submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- 9.2 Invoices shall be submitted in triplicate to Accounts Payable, City of Rocky Mount for review and approval. The address for submittal of all invoices is: City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802.
- 9.3 Payment amounts will be made on a NET 30 day period upon submission of an invoice and appropriate pick tickets to support such invoice.
- 9.4 There shall be a ten percent (10%) retainage on invoices until all equipment, with proper instruction books per Specifications, and certified test reports have been approved and accepted by the Owner and the Engineer. The Owner reserves the right to hold this retainage for a period of up to ninety (90) days without penalty to verify completeness of delivery. Deviation from the foregoing payment provisions will be considered less than responsive.

1.0 Drawings and Specifications

The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any and all other things necessary to do a complete job, which may include manufactured items and field service assistance. In case of discrepancy or disagreement in the Purchase Order, the order of precedence shall be: Purchase Order, Specifications, Drawings.

2.0 Clarifications and Detail Drawings

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions, Detail Drawings, or both. Clarifications and Drawings shall be consistent with the intent of bid documents and shall become a part thereof.

3.0 Copies of Drawings and Specifications

The Engineer will furnish free of charge to the Bidder one (1) copy of the Drawings and Specifications. Additional sets of these Specifications may be obtained upon request and a non-refundable deposit of fifty dollars (\$50.00) by approved Bidders.

4.0 Ownership of Drawings and Specifications

All Drawings and Specifications are instruments of service and remain the property of the Engineer whose name appears thereon. The use of these instruments on work other than these bid documents without permission is prohibited. All copies of Drawings and Specifications other than final copies shall be returned to the Engineer upon request after completion of the work.

5.0 Royalties, Licenses, and Patents

It is the intention of the bid documents that the work covered herein will not constitute in any way an infringement on patents. The Bidder shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The Bidder shall pay all royalties and/or license fees required on account of patented articles or processes, whether or not the patent rights are evidenced hereinafter.

6.0 Uncorrected Faulty Work

The Bidder shall be notified of faulty or damaged work and shall have the option to respond in a reasonable period of time. Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner or the Engineer, the Owner shall be reimbursed by the Bidder for the same by a deduction in the Purchase Order prices arrived at by a fair estimate of the probable cost of correction, approved by the Engineer.

7.0 Liquidated Damages

The Bidder shall commence manufacture upon issuance of a Purchase Order from the Owner and shall fully complete delivery as per the Delivery Schedule in the *Form of Proposal*. For each day in excess of the proposed dates, the Bidder shall be made payable to the Owner the sum of five hundred dollars (\$500.00) as Liquidated Damages (and not as a penalty), reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Bidder to complete delivery within the time specified, such time being in the essence of this Purchase Order and material consideration thereof.

8.0 Delays and Extension of Time

- 8.1 The time to be allowed for delivery is stated in the *Form of Proposal*. The Bidder, upon notice of award of the Purchase Order, shall prepare a Delivery Schedule based on the allowed time and submit such schedule to the Engineer for approval.
- 8.2 If Bidder is delayed at any time in the progress of the work by any act of negligence by the Owner or the Engineer, by any separate Bidder employed by the Owner, or by changes ordered in the work, then the time of completion shall be extended for such reasonable time as the Engineer may decide.
- 8.3 No extension of time for completion will be made for ordinary delays and accidents. Extensions may be granted for delays ordered by the Engineer if the request has been made in writing within forty-eight (48) hours after the order to cease work has been given.

9.0 Guarantee

The Bidder shall guarantee his materials and workmanship against defect due to faulty materials, faulty workmanship, or negligence for a period of one (1) full year from date of energization and/or eighteen (18) months from date of delivery, whichever applies. He shall make good such defective materials or workmanship and any damages resulting therefrom without cost to the Owner. Each class of equipment shall carry a full one (1) year warranty against defects from the date of energization.

10.0 Assignments

The Bidder shall not assign any portion of this Purchase Order nor Subcontract in its entirety except as fully explained in the *Form of Proposal* and accepted by the Owner. No funds or sums of money due or to become due to the Bidder under this Purchase Order may be assigned.

11.0 Change in Drawings and/or Specifications

The Owner, or the Engineer on behalf of the Owner, may make changes to Drawings and/or Specifications after award of the Purchase Order or while fabrication is in progress. The compensation for such changes shall be agreed upon in writing between the Bidder and the Owner prior to commencement of work involving the change. No payment shall be made to the Bidder for correcting work not in compliance with Specifications.

*Commercial Clauses in the City of Rocky Mount's General Terms and Conditions that conflict with other clauses in this bid document shall not be applicable.

GENERAL TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the City shall have the right to terminate The Contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Contractor shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Contractor without expense to the City.

In the event of default by the Contractor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under The Contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately cease doing business with the Contractor, immediately terminate The Contract for cause, and may take action to debar the Contractor from doing future business with the City.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Contractor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between Contractor and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
4. **TAXES:** Contractor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using Department is responsible for all payments to the Contractor under the Contract. For services the Contractor shall submit to the City monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoices shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Contractor within thirty (30) days of submission of such invoices. Invoices should be sent to City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802-1180, for review and approval.
7. **EQUAL OPPORTUNITY CLAUSE:**

- a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.
 - b. The Contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY:**
- a. Contractor warrants that:
 - i. Performance under The Contract will not infringe upon any intellectual property rights of any third party; and
 - ii. There are no actual or threatened actions against the Contractor arising from, or alleged under, any intellectual property rights of any third party;
 - b. Should any deliverables supplied by Contractor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Contractor, shall at its option and expense, either procure for the City the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Contractor's judgment, or if further use shall be prevented by injunction, the Contractor agrees to cease provision of any affected deliverables and refund any sums the City has paid Contractor and make every reasonable effort to assist the City in procuring substitute deliverables. If, in the sole opinion of the City, the cessation of use by the City of any such deliverables due to infringement issues makes the retention of other items acquired from the Contractor under this Agreement impractical, the City shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Contractor agrees to refund any sums the City paid for unused Services or Deliverables.
10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 30 days' notice in writing from the City to the Contractor. In that event, any or all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
11. **ADVERTISING:** Contractor agrees not to use the existence of The Contract or the name of the City of Rocky Mount as part of any commercial advertising or marketing of products or services. A Contractor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Contractor, the City may:

- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the City to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the City may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

- 13. INSURANCE:** Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Contractor also agrees to maintain \$1,000,000 in professional liability insurance if the Contractor is engaged in a professional service pursuant to this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General Liability and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless from and against liabilities, claims, actions, demands, costs, damages, losses, and/or expenses of any kind, or nature (including but not limited to court costs and attorney's fees, incurred in connection with the defense of the foregoing) resulting from the fault (as that term is defined in N.C. Gen. Stat. 22B-1) of the Contractor or its agents and/or employees that is a proximate cause of the loss, damage, or expense incurred by the City. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
- 17. SUBCONTRACTING:** Performance under The Contract by the Contractor shall not be subcontracted without prior written approval of the City's assigned Contract Lead. Unless otherwise indicated, acceptance of a Contractor's bid shall include approval to use the subcontractor(s) that have been specified.
- 18. CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.

19. CARE OF PROPERTY: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it by the City for use in connection with the performance of The Contract or purchased by or for the City for The Contract, and Contractor will reimburse the City for loss or damage of such property while in Contractor's custody.

20. OUTSOURCING: Any Contractor or subcontractor providing call or contact center services to the City of Rocky Mount or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the City in writing, prior written approval must be obtained from the City Department responsible for the contract.

Contractor shall give notice to the using Department of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons providing performance under a State contract to a location outside of the United States.

21. E-VERIFY: Contractor shall not employ any individuals to provide services to the City who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. N.C.G.S. 143-3.

21. COMPLIANCE WITH IRAN DIVESTMENT ACT OF 2015. Contractor certifies that as of the date of this Contract, Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Contractor to make the foregoing statement.

22. COMPLIANCE WITH LAWS: Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and City of Rocky Mount having jurisdiction and/or authority.

23. ENTIRE CONTRACT: This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This contract, any addenda hereto, and the Contractor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

24. ELECTRONIC RECORDS: The City will digitize all Contractor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

25. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Contractor.
26. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the City under applicable law. The waiver by the City of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the City under applicable law.

FORM OF PROPOSAL

Terms and Conditions

Bid Schedules

Form of Exceptions

Addenda / Clarifications / Bulletins

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NC**

**SPECIFICATIONS AND BID DOCUMENTS FOR
STRUCTURES AND EQUIPMENT FOR THE
230 kV SOUTH POD SUBSTATION
ROCKY MOUNT, NC**

FORM OF PROPOSAL

*(Provide **one** original and **one** copy)*

Respectfully submitted this ____ day of _____, 2022.

OWNER: City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 PO Box 1180 Rocky Mount, NC 27802-1180 Mrs. Alicia Gaines Purchasing Clerk Phone: (252) 972-1227 alicia.gaines@rockymountnc.gov	BIDDER: <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:50%;">NAME</td><td style="width:50%;">TITLE</td></tr><tr><td colspan="2">STREET ADDRESS</td></tr><tr><td colspan="2">CITY/STATE/ZIP</td></tr><tr><td colspan="2">PHONE:</td></tr><tr><td colspan="2">FAX:</td></tr><tr><td colspan="2">E-MAIL:</td></tr><tr><td colspan="2">SIGNATURE</td></tr></table>	NAME	TITLE	STREET ADDRESS		CITY/STATE/ZIP		PHONE:		FAX:		E-MAIL:		SIGNATURE	
NAME	TITLE														
STREET ADDRESS															
CITY/STATE/ZIP															
PHONE:															
FAX:															
E-MAIL:															
SIGNATURE															
SUPPLIER OF PROPOSED EQUIPMENT															
MANUFACTURER															
STREET ADDRESS															
CITY / STATE / ZIP															

TERMS AND CONDITIONS

1. The undersigned (hereinafter called the "Bidder") hereby proposes to sell and deliver to the Owner upon the terms and conditions herein stated, the materials, equipment, and services (hereinafter called the "Material") specified in the Bid Schedule(s) attached hereto, and by this reference made a part hereof, for the Materials for the Owner, and:
 - a. These bid documents, which include *Notice to Prospective Bidders*, *Instructions to Bidders*, *General Conditions*, and *Technical Specifications* for the structures and equipment.
 - b. Manufacturer's Specifications, both as set forth herein and in Manufacturer's literature (two (2) sets) attached hereto or furnished separately as provided for in the *Instructions to Bidders*.
 - c. Legal negotiations with low Bidder only after bids are opened for budgetary compliance.
2. The prices as quoted herein:
 - a. Are firm unless otherwise stated.
 - b. Are FOB to the location(s), as outlined in the *Instructions to Bidders*.
 - c. Do include the cost of delivery to the site at the Bidder's risk, assuming unloading by Bidder.
 - d. Have state sales tax shown as a separate item, if applicable.
3. The Material prices set forth herein do not include any sums which are or may be payable by the Bidder on account of State Sales Tax upon the sale, purchase, or use of the material. If any such tax is applicable to the sale, purchase, or use of the material hereunder, the amount thereof shall be added on a separate line to the purchase price and paid by the Owner after the Bidder has ascertained the actual sales tax to be included in the purchase order price.
4. Invoice shall list the appropriate state sales tax as a separate item.
5. The Bidder further declares that he has examined the site of the work and informed himself fully regarding all conditions pertaining to the location where the Material is to be delivered; that he has examined the *Technical Specifications* for the work and bid documents relative thereto; that he has read all special provisions furnished prior to the opening of the bids; and that he has satisfied himself relative to the work to be performed.
6. The Bidder proposes and agrees if the following Bid Schedule(s) in this Proposal is accepted, to contract with the Owner in the form of a Purchase Order specified to furnish all necessary equipment and Materials, except Materials and equipment specified to be furnished by the Owner, complete in accordance with the bid documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the *General Conditions*, and as filed on Change Order Forms.
7. The Materials will conform to the *Technical Specifications* attached hereto and made a part hereof.
8. The Material prices set forth herein do not include any sums which are or may be payable by the Bidder on account of state sales tax upon the sale, purchase or use of the Material. If any such tax is applicable to the sale, purchase or use of the Material hereunder, the amount thereof shall be added to the purchase price and paid by the Owner after the Bidder has ascertained the actual sales tax to be included in the Purchase Order price.
9. **The Owner may accept any schedule or portion thereof.**
10. A *Form of Exceptions* to the *Technical Specifications*, prepared in accordance with the *Instructions to Bidders*, is attached hereto. The Bidder shall document any exceptions with deviation from the bid documents and Specifications in the *Form of Proposal*. Otherwise, the complete compliance is assumed.
11. Proposals shall include a complete Bill of Materials, identifying each item by catalog number, Manufacturer, ratings, characteristics, types, sizes, etc., of all Materials and equipment required for a complete and coordinated substation. A simple statement that all necessary Materials and equipment will be provided is not acceptable.

12. Title to the Materials shall pass to the Owner upon delivery to the location(s) specified in the *Instructions to Bidders*.
13. The Bidder warrants that the Materials will conform to the performance data and guarantees, which are attached hereto and by this reference made a part thereof.
14. The Bidder warrants the accuracy of all statements contained in the Bidders Qualifications, if any shall be submitted, and agrees that the Owner shall rely upon such accuracy as a condition of the Purchase Order in the event that this Proposal is accepted.
15. By the submission of this bid, the Bidder certifies that:
 - a. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other Bidder of Materials, supplies, or equipment of the type described in the *Notice to Prospective Bidders* or the *Technical Specifications*, and
 - b. The contents of the bid have not been communicated by the Bidder, nor to its best knowledge and belief by any of its employees or agents, to any person not an employee or agent of the Bidder or its Surety on any Bond furnished herewith and will not be communicated to any person prior to the official opening of the bid.
16. If, in submitting this Proposal, the Bidder has made any change in the *Form of Proposal*, the Bidder understands that the Owner may evaluate the effect of such change as they see fit or they may exclude the Proposal from consideration in determining the issue of Purchase Order.

BID SCHEDULES

BID SCHEDULE NO. 1 – 230 kV SOUTH POD SUBSTATION

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
Furnish and Deliver Complete the Structures and Equipment for the 230 kV South POD Substation as per the Plans and Specifications for a Station Utilizing <u>Steel</u> Structures, including unloading, by December 2022 . City may select all or a subset of the listed line items.	1 Lot	Submit Pricing on Exhibit 4 BOM / Pricing Sheet
Delivery Charge		\$ _____
Sales Tax (if applicable)		\$ _____
	BASE BID:	\$ _____

BID SCHEDULE NO. 1– Field Engineering Services (Optional)

Rate for optional field service engineering for any unit included in Schedule 1, including expenses:	RATE PER DAY: \$ _____
	ONE ROUND TRIP: \$ _____

BID SCHEDULE NO. 1– Delivery Schedule

The prices of the Materials and equipment set forth herein shall include the cost of delivery to the site at the Bidder's risk. The time of delivery shall be as follows:

Regular Materials: earliest delivery: _____

If certain materials listed in the Bill of Materials cannot be obtained in the Delivery Schedule requested alternate, equivalent materials may be considered.

The time for delivery shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without fault of the Bidder, including acts of God, fires, floods, strikes, and delays in transportation.

Delivery of all items of equipment to the Owner's designated delivery point shall be made to permit unloading between the hours of 9:00 a.m. and 3:00 p.m., Monday through Thursday, holidays exclude.

FOR CITY USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of City of Rocky Mount Purchasing Office.

PRE-AUDIT: This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date

AFFIDAVIT OF BIDDER

The final payment of retained amount due the Bidder on account of the Purchase Order shall not become due until the Bidder has furnished to the Owner through the Engineer an affidavit signed, sworn, and notarized to the effect that all payments for Material, services, or any other reason in connection with this Purchase Order have been satisfied and that no claims or liens exist against the Bidder in connection with this Purchase Order. In the event that the Bidder cannot obtain similar affidavits from Subcontractors to protect the Bidder and the Owner from possible liens or claims against the Subcontractor, the Bidder shall state in his affidavit that no claims or liens exist against any Subcontractor. If any liens or claims appear afterward, the Bidder shall save the Owner harmless on account thereof.

Bidder: _____

By: _____

Date: _____

INSERT

ADDENDA / CLARIFICATIONS / BULLETINS

Instructions to Bidders, 5.0 Bulletins and Addenda

TECHNICAL SPECIFICATIONS

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NC**

**SPECIFICATIONS AND BID DOCUMENTS FOR
STRUCTURES AND EQUIPMENT FOR THE
230 kV SOUTH POD SUBSTATION
ROCKY MOUNT, NC**

TECHNICAL SPECIFICATIONS

1.0 Scope

The City of Rocky Mount is procuring materials for the installation of the 230 kV South POD Substation. These *Technical Specifications* describe the structural steel and the associated components of the substation bus required to erect the substation.

The Bidder's work shall include furnishing all equipment and materials so represented by the Bill of Materials, the accompanying Drawings, these *Technical Specifications*, and as set forth in the Bid Schedule. The Owner reserves the right to select any combination of alternate schedules as may be allowed. The Owner also reserves the right to reject any or all bids.

The Bill of Materials supplied with these Specifications represents the minimum quantity and type of materials to be supplied. The Bidder has the responsibility of furnishing all mounting hardware and miscellaneous other materials necessary for a complete and functional substation, except for items designated to be furnished by the Owner. Any discrepancies found in the attached Bill of Materials should be brought to the attention of the Engineer at least five (5) days prior to the bid opening. Discrepancies of a significant nature will be issued to all Bidders through addenda.

2.0 General Conditions

These Specifications describe the type, size, and characteristics of the various materials and equipment required to be furnished. The Drawings indicate general arrangement, equipment location, and spacing.

Strict adherence to these general Specifications and Drawings is requested to facilitate checking and consideration of the Proposal.

Proposals shall include the following:

- 2.1 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.
- 2.2 Proposal for the substation shall include all materials and equipment required for a complete and coordinated substation. The successful Bidder shall submit along with his quotation a complete list of materials to be furnished for the substation.
- 2.3 Prices shall include the cost of delivery to the substation site, with unloading by Bidder.
- 2.4 Coordinated shipment shall be made to reduce storage by Owner and to facilitate the accumulation of component parts. Small piecemeal shipments will not be accepted. The number of shipments shall not exceed four (4) unless approved by the Engineer. Direct Manufacturer, factory-drop shipments shall not be accepted.
- 2.5 All components shall be distinctly marked or identified and shall be completely assembled before shipment, insofar as is practical. Each Bidder shall so state in his Proposal the manner in which trusses and columns will be shipped.

- 2.6 The Bidder shall furnish Specification sheets (and installation manuals when required) for all switches, connectors, fittings, insulators, and lightning arresters. These Specification sheets shall be provided with the approval drawings.

3.0 Special Conditions

3.1 Regular Delivery Schedule

In accordance with the Delivery Schedule shown on the *Form of Proposal*, structures and equipment shown for regular delivery shall be delivered FOB to the site by the schedule outlined in the *Form of Proposal*, Page P-4.

3.2 Defective Materials, Equipment, and Workmanship

All materials and equipment furnished hereunder shall be subject to the inspection, tests, and approval of Owner; and the Bidder shall furnish all information required concerning the nature or source of any materials and equipment and provide adequate facilities for testing and inspecting the materials and equipment at the plant of the Bidder.

The materials and equipment furnished hereunder shall become the property of Owner when delivered at the point to which shipment is to be made; provided, however, that Owner may reject any such materials and equipment as does not comply with the Specifications for materials and equipment and warranties of the Bidder and Manufacturers. Recognition and subsequent rejection of any defective materials and equipment may occur either before or after incorporation of such materials and equipment into the facilities, provided such rejection is made within eighteen (18) months of date of delivery of the materials and equipment. Upon any such rejection, the Bidder shall replace the rejected materials and equipment with materials and equipment complying with the Specifications for materials and equipment and warranties FOB open-top truck or open trailer at suitable destination as determined by Owner. Owner shall return the rejected materials FOB open-top truck or open trailer at the same destination. In the event of the failure of the Bidder to so replace rejected materials and equipment, Owner may make such replacement; and the cost and expense thereof shall be paid by and be recoverable from the Bidder.

3.3 Miscellaneous

The Bidder shall hold harmless and indemnify the Owner, its agents, and employees from any and all claims, suits, and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The Bidder shall defend any suit or proceeding brought against Owner, its agents, or employees based upon a claim that the materials and equipment, or any part thereof, constitute an infringement of any patent; or if the Bidder shall fail to defend such suit or proceeding, Owner may do so, and the Bidder shall make reimbursement for the expense of such litigation. If the materials and equipment, or any part thereof, are held to constitute infringement and the use thereof is enjoined, the Bidder shall, at its own expense, either procure for Owner the right to continue to use the materials and equipment, or such part thereof, or shall replace the materials and equipment, or such part thereof, with non-infringing materials and equipment.

4.0 Standards

All equipment and materials covered by these Specifications shall be in accordance with the applicable provisions of the latest editions of the Standards of the ASTM, ANSI, NEMA, IEEE, OSHA, and latest revision of the NESC. Where a Manufacturer's name and type of equipment is indicated in the Specifications, it is for clarity and the establishment of a standard and is restrictive unless use of an approved equal is specifically mentioned.

The Bidder may offer alternate pricing for equivalent items by other Manufacturers. However, **all** base bids must explicitly comply with the designated materials specified herein. The

Owner may elect to purchase alternates, as proposed by the Bidder. The alternate materials are subject to review and approval by the Owner's Engineer.

5.0 Basic System Rating

The basic system ratings for the substation shall be as follows:

System High-Side Voltage	230,000 volts, three-phase wye, basic insulation level shall be 900 kV, 60 Hertz.
System Low-Side Voltage	All 69 kV wye, initial basic insulation level should be 350 kV, 60 Hertz.
Primary Bus, Secondary Bus, and Neutral Bus	Strength requirements to match weight of equipment, ice, and wind loadings.

6.0 Drawings and Documentation

6.1 Conceptual Design

The work shall conform to the Drawings by Booth listed in the *Appendices*, all of which form a part of these Specifications.

6.2 Substation High-Bay and Low-Bay Structures

6.2.1 Structural Design

The Owner's Engineer will perform the structural design.

6.2.2 Design and Fabrication Drawings

The Bidder will prepare all Shop Drawings and Bidder will provide final Bill of Materials.

6.3 Approval of specification sheets and Bill of Materials will be required. The Manufacturer shall supply the Bill of Materials to the Owner's Engineer so they may ascertain that all materials and equipment being furnished by the Manufacturer meet the Specifications. Specifications sheets shall be supplied for all switches, connectors, fittings, insulators, and surge arresters.

6.4 Final Bill of Materials shall be furnished by the Manufacturer for installation of this substation. All final documentation shall be delivered to the Owner's Engineer and shall include five (5) copies of Bill of Materials.

6.5 All Drawings and documentation are to be forwarded to Booth & Associates, LLC, 2300 Rexwoods Drive, Suite 300, Raleigh, NC 27607.

7.0 Structural Steel

7.1 The substation structures to be included in the Form of Proposal shall conform to the following specifications and are identified on the appropriate substation project drawing.

The major substation structures are to include:

- 1) One (1) 69 kV H-frame
- 2) Three (3) 69 kV CT stands

This list may not be comprehensive. All steel structures shown in GA Drawings to be provided by Bidder.

7.2 If any material whatsoever in any state of completion is found defective as to workmanship, details, or materials or is contrary to the design for these Specifications, it shall be rejected. This rejection may take place at the rolling mills, fabricating plant,

galvanizing plant, or at the site of the structure. Any rejected materials shall be replaced without any expense whatsoever to Owner.

- 7.3 All structural shapes shall be conforming to ASTM A992 except for channels, angles, and plates which shall conform to ASTM A36, unless otherwise shown on the drawings.
- 7.4 Steel pipe shall conform to ASTM A53, Type E or S, Grade B, unless otherwise noted on the drawings.
- 7.5 Structural square and rectangular tubing shall conform to ASTM A500, Grade B.
- 7.6 Bolts, except for anchor bolts, shall conform to ASTM F3125, A325 Type I. Nuts shall conform to ASTM A563 and shall be of grade and style suitable for use with bolts supplied. Galvanized nuts shall be grade DH. Washers shall conform to ASTM F436, unless otherwise shown on the drawings.
- 7.7 Anchor bolts shall conform to F1554 Standard Specification for Anchor Bolts, Steel, Gr. 55 ksi yield strength, or as specified on the drawings. Each anchor bolt shall be furnished with washers and nuts of equivalent strength to the ASTM A563, Heavy Hexagon, specification. Washers shall adhere to ASTM F436 Extra Thick, unless otherwise shown on the drawings.
- 7.8 All anchor bolts required for the installation of the structures shall be furnished by the Manufacturer. Anchor bolts shall be completely hot-dipped galvanized, complete with two (2) heavy hex nuts and flat washers for leveling, unless otherwise shown on the drawings.
- 7.9 Welding shall be performed by qualified operators using procedures in accordance with AWS D1.1 and using E70XX electrodes. All surface areas to be welded shall be cleaned completely of rust, scales, oil or grease, and any other foreign matter. Welds which do not exhibit a neat, smooth appearance shall be ground smooth.
- 7.10 Structures shall be hot-dip galvanized after fabrication.
- 7.11 Galvanizing shall conform to ASTM A123. Precautions shall be taken against embrittlement, warpage, and distortion in accordance with ASTM A143 and A384.
- 7.12 Fasteners and anchor bolts shall be galvanized in accordance with ASTM F2329.
- 7.13 All parts of the structure shall be neatly finished. All members shall be free from kinks, twists, bends, or open joints. All members that are bent or out of line after galvanizing shall be carefully straightened with a straightening roll or straightening machine. The use of sledges in straightening bent material or other methods in which the material or its finish may be mutilated shall not be allowed.
- 7.14 All nuts shall be readily accessible to a wrench for adjustment. Bolts shall not be flushed but shall project approximately 1/4 inch beyond the face of the nuts. Nuts shall fit the shanks so that they may be screwed on with the fingers and at the same time not fit so loosely that the value of the bolts acting with the tension of the head of the nut will be reduced.
- 7.15 All steel members shall be clearly marked to provide easy identification in the field. **Trusses and box columns up to, and including, 4 feet x 4 feet shall be assembled before shipment to ensure correctness and shall be shipped assembled.** If the Manufacturer does not intend to ship the trusses and box columns completely assembled, he shall so state in the quote. Markings on component parts shall indicate the structure to which they apply.
- 7.16 Sectional members combined to form columns of the required height will not be accepted. Angles for column legs must be continuous to provide the necessary height.

- 7.17 Continuous punching of steel sections for equipment mounting is not acceptable. Holes shall be provided as needed for erection and equipment installation, but unnecessary holes will not be accepted.

8.0 Approval Drawings

- 8.1 Receipt of Approval Drawings by the Bidder constitutes authorization for manufacture predicated upon the Drawings and corrections found thereon. After the return of Approval Drawings, release for shipment is to be granted by either the Owner or its Engineer, based upon the Manufacturer's compliance with the following:
- (1) Furnishing of the requested number of copies of the Final Drawings as called for in the Specifications.
 - (2) Thirty (30) days notification of tentative shipping schedule and forty-eight (48) hours notification prior to delivery.
 - (3) Coordination of manufacturing and delivery with the Owner's construction schedule.
 - (4) Approval Drawings are to be submitted electronically in AutoCAD® 2018 format or newer in lieu of paper copies.

8.2 Design and Fabrication Drawings

Approval of Shop Drawings, specification sheets, and Bill of Materials will be required. The Bidder shall supply five (5) paper copies of all Shop Drawings and Bills of Materials to Owner's Engineer so they may ascertain that all materials and equipment being furnished by the Bidder meet the Specifications. Specifications sheets shall be supplied for all connectors, fittings, etc. The drawings may be submitted electronically to m.winkler@booth-assoc.com

Final Drawings and final Bill of Materials shall be furnished by the Bidder for installation of the substation. All final documentation shall be delivered to Owner's Engineer for distribution and shall include the following:

- (1) Two (2) USBs containing Drawing files of all Drawings noted above. Drawing files shall be compatible for use with AutoCAD® 2018.
- (2) Five (5) prints of Equipment Assembly Details for apparatus supplied by the Bidder but manufactured by Others.

All Drawings and documentation are to be forwarded to Booth & Associates, LLC, 2300 Rexwoods Drive, Suite 300, Raleigh, NC 27607.

9.0 Lightning Protection Structures (Not Applicable)

- 9.1 Lightning mast ground clamps shall be included for attachment of 2/0 AWG copper leads as defined in Section 14.0 Connectors.

10.0 Miscellaneous Structures / Hardware

- 10.1 A switch grounding platform used for protecting the switch operator in the event of a fault at the switch during manual operation shall be furnished for each group-operated switch. The platform shall be open-grating design with the grounding connector locations on opposite corners for attachment of 2/0 AWG copper as shown on the drawings.

- 10.2 Miscellaneous fastener hardware shall conform to the industry standards for the purpose for which they are to be used.

All quantities of fastener hardware shall be shipped with a **minimum of 10% overcount** above the designated quantity necessary for assembly.

11.0 Bus Insulators

All bus insulators shall be wet-processed porcelain colored sky gray, shall conform to the IEEE Standards for insulators.

Bus insulators for supporting bus and leads shall be standard station post non-stacking or uniform-diameter stack type meeting ANSI-BIL units complete with connectors, bolts, and washers as required.

Bus insulators shall be as manufactured by Lapp, Locke, Newell, PPC, MacLean, or approved equal.

12.0 Bus and Leads

The Drawings include a sheet of details to indicate the several methods to be used for connecting and supporting the bus and leads. The conductors shall be provided with the necessary supports and connectors as illustrated by these details. The hardware required for the conductor and overhead ground wire attachments shall be furnished by the Bidder and shall conform to the following specifications: ANSI C135 for bolts, ASTM B317 6101-T6, ASTM A47 for malleable iron. All hardware supplied shall be hot-dipped galvanized.

Bus and leads shall be as shown on Drawings.

13.0 Bus Supports

All substation bus shall be supported by either fixed, slip-fit, or expansion attachment to the station post insulators, as indicated on the Drawings. Bus supports shall be radio noise-free.

14.0 Connectors

Connectors shall be suitable for the purpose they are intended and shall provide a sound electrical and mechanical connection.

The Bidder is responsible for supplying the connectors and hardware for all bus and leads and as defined in Section 12 - Bus and Leads and shown on the Drawings. A corrosion-inhibiting compound shall be furnished in a sufficient quantity to be applied to all connections.

- 14.1 All connector fittings to the bus shall be aluminum bolt on or as shown on Drawings. Alternate bids may be submitted based upon the substitution of equivalent connectors by other manufacturers. However, such substitutions are subject to approval by the Owner's Engineer.
- 14.2 Cable terminal fittings required for the bus leads around switches, equipment, and between switches and rigid bus shall be aluminum bolted, compression type, or bolted bronze type with the appropriate two-hole or four-hole NEMA spacing pad.
- 14.3 Expansion terminal connectors for bus shall be as shown on the Drawings. Where the expansion joint requires fabrication of minor components (support plates, etc.), the Bidder shall fabricate such components in compliance with the illustrated details prior to shipment.
- 14.4 Grounding clamp connectors will be required for supporting or bonding the copper ground cable to steel columns, beams, lightning masts, and/or fence/fabric posts. Supporting grounding clamp connectors will be required every 4 feet minimum for columns and beams to minimize the sag in the cable.
- 14.5 A copper to aluminum bimetallic transition plate shall be provided for all non-similar connections between terminal connections on all equipment, including transformers, breakers, and switches to bus leads where it is necessary to make an aluminum-to-copper connection.
- 14.6 All hardware supplied for bolted electrical fittings shall be stainless-steel 18-8 alloy.
- 14.7 All quantities of fastener hardware shall be shipped with a **minimum 10% over count** above the designated quantity necessary for assembly.

- 14.8 Bidder to verify that all conductor terminal pads shall **match and fit onto switch terminal pads** with regard to pad size, NEMA rating, and pad shoulder configurations.

15.0 Group-Operated Disconnect Switches

15.1 Switch Construction

The switches shall meet all applicable ANSI and other industry mechanical and electrical standards and shall be completely assembled and adjusted at the factory. The switches shall be of the manual-operating type by means of an operator pipe handle, and all parts of the operating mechanism shall be furnished for installing the complete three-phase switch and mechanism on the supporting structure. The switches shall be physically sized to fit properly in the locations shown on the Drawings. Switches shall be suitable for either horizontal or vertical mounting. A galvanized steel double-channel base plate shall be furnished and drilled for installation prior to galvanizing.

The switches shall be of copper or aluminum construction with tin-plated copper contacts for both the center contacts and the hinge contacts.

All switches shall be complete with stainless-steel arcing horns, pipe handle operating mechanism for manual operation, outboard bearings guide plate, operating pipe, flexible grounding braid, an open- and closed-position indicator, and provisions for padlocking in either the open or closed position. Oilite bearings shall be used for moving parts not provided with greaseless ball-bearing assemblies having stainless-steel balls and races. Bearings shall be permanently sealed and require no greasing or other field maintenance. The switches shall be designed such that when they are fully open to 90°, the metal-to-metal spacing to the adjacent phase will not be less than specified for each voltage class. Switch terminals shall be provided with four-hole NEMA spacing electro tin-plated terminals for copper or aluminum conductor connections as per the Drawings.

The switch insulators shall be ANSI No. 70 sky gray standard or high strength, non-tapered, uniform-diameter stacks, station post with 3-inch or 5-inch diameter bolt circles both top and bottom. The switch shall have two (2) insulators per pole as indicated on the Drawings. The switch insulators shall be free to rotate without affecting the position of the terminal pads.

15.2 Ratings for Group-Operated Switches

Vee-center break and vertical break, group-operated air break switches located on the high voltage structure shall be outdoor type, two (2) insulators, group operated, air break disconnect, complete with arcing horns, operating mechanism for worm-gear operation, outboard bearing, and guide plate. Oilite bearings shall be used for moving parts not provided with greaseless ball-bearing assemblies having stainless-steel balls and races. Terminals shall be tin-plated NEMA four-hole suitable for bronze or aluminum conductor connectors as per the Drawings.

15.3 Approved Switch Manufacturers and Alternates

All bids should include switches as specified in this Specification and Bill of Material; however, alternates may be considered based on price or lead time. All proposed alternate switches must be of equivalent type and function.

16.0 Surge Arresters (Not Applicable)

Surge arresters for the high- and low-voltage sides for the power transformers will be provided by the power transformers manufacturer, as furnished by the Owner.

Metal oxide surge arresters are rated in terms of maximum continuous operating voltage (MCOV). However, metal oxide arresters which are given conventional ratings may be furnished if the MCOV equivalent ratings are as specified here.

The surge arresters shall comply with IEEE Standard C-62.11.

17.0 Single-Pole Disconnect Switches (Not Applicable)

The switches shall be outdoor type, meet all applicable ANSI, NEMA, and other industry mechanical and electrical standards, and shall be completely assembled and adjusted at the factory. The switches shall be physically sized to fit properly in the locations shown on the Drawings. Switches shall be suitable for either horizontal or vertical mounting as shown on the Drawings. A galvanized steel channel base plate shall be furnished and drilled for installation prior to galvanizing.

The switches shall be of copper construction with electro tin-plated contacts for both the jaw and the hinge contacts. The switch terminals shall be provided with two-hole or four-hole NEMA spacing and electro tin-plated terminals for copper or aluminum conductor connectors as per the Drawings.

Bidder shall verify that all conductor terminal pads shall **match and fit onto switch terminal pads** with regard to pad size, NEMA rating, and pad shoulder configurations.

The power fuses shall be outdoor type, meet all applicable ANSI, NEMA, and other industry mechanical and electrical standards, and shall be completely assembled at the factory. Fuse mounting hardware shall consist of the base, insulators, complete upper and lower contact assemblies, terminal connectors sized for specified cable as shown on the Drawings, and fuse unit end fittings. The mounting shall be suitable for vertical offset or inverted installation.

The switches shall be shipped completely assembled on bases with post insulators oriented to accommodate the appropriate mounting location.

17.1 Hookstick Switches (Not Applicable)

Single-pole hookstick disconnect switches shall be provided for isolation of the feeder vacuum circuit breakers and shall be rated as per the attached Bill of Material.

17.2 Fuses and Fuse Mounting Hardware (Not Applicable)

Fuses, fuse barrels, and fuse mounting hardware shall be provided for isolation of the station service transformer and potential transformers. One (1) fuse (and end fittings) of the proper rating shall be supplied with each mounting plus additional spares as specified on the Bill of Materials.

18.0 Instrument Transformers

18.1 Current transformers (CTs) in the substation shall be provided by the Owner for use of metering the high voltage bus by the Owner. CTs shall be outdoor type, metering class, single primary, tapped secondary, 60 cycle, single bushing.

19.0 Station Grounding

19.1 The station grounding below grade conductors shall be provided by the substation contractors as follows: ground grid bus – 4/0 AWG bare SD copper, seven-strand, 2/0 AWG bare SD copper, seven-strand for perimeter conductor.

19.2 Ground rods shall be provided by the substation contractor and shall be Copperweld ¾ inch diameter, 10 feet in length, and of the sectional type. Ground rod connections shall be Cadweld type, suitable for 4/0 AWG copper ground bus. Drive heads and couplings shall be furnished with the sectional rods.

19.3 All connections below grade shall be Cadweld and shall be provided by the substation contractor.

- 19.4 Equipment and structure ground bonding leads shall be provided by the Bidder as follows: 2/0 AWG bare SD copper, seven-strand.
- 19.5 The transformer ground bonding leads shall be provided by the Bidder as follows: dual 4/0 AWG bare SD copper, seven-strand.

20.0 List of Materials - Substation Structures and Equipment

A list of the major items required for the substation is included in the attached Bill of Material. Items noted as "By Contractor" in the list are to be furnished by Contractor.

21.0 Hookstick and Container (Not Applicable)

One (1) station class hookstick shall be provided as follows: one (1) 12-foot to 18-foot adjustable fiberglass stick with NEMA disconnect head. An appropriate length storage container shall be supplied with each hookstick.

22.0 Distribution Transformers (Not Applicable)

The Bidder shall supply two (2) distribution transformers to supply AC station service for the substation equipment.

The Bidder shall provide mounting provisions for those transformers on the structure in the locations as shown on the Drawings included with these Specifications. The Manufacturer shall assure the mounting clearance between the transformer's primary insulators and the power fuse mounting base or truss exceeds the minimum clearance requirements of the National Electrical Safety Code. The Bidder shall also assure that National Electrical Safety Code requirements are met for minimum distance to the ground for personal safety.

All transformers utilize an industry standard hanger bracket with two (2) 5/8-inch bolts in-line on 11¼ inch spacing.

23.0 Station Signs (Not Applicable)

23.1 The Bidder Shall furnish danger and warning signs as described in the Bill of Materials. Warning and danger signs shall be 28 inches x 14 inches and be bilingual with both English and Spanish. Test symbols shall conform to NESC 2012 and ANSI Z535.

23.2 The Bidder shall furnish porcelain enamel phase identification tags (including suitable devices for mounting) with 4-inch letters on the structures at the end of each bus, at each line termination structure, over each breaker position, and at each instrument transformer with the color and designations as follows:

A Phase: White letter on red background

B Phase: Black letter on white background

C Phase: White letter on blue background

APPENDICES

- 1 – List of Drawings
- 2 – Vicinity Map
- 3 – MWBE Affidavits
- 4 – BOM/Pricing Sheet

1

List of Drawings

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NC**

**SPECIFICATIONS AND BID DOCUMENTS FOR
STRUCTURES AND EQUIPMENT FOR THE
230 kV SOUTH POD SUBSTATION
ROCKY MOUNT, NC**

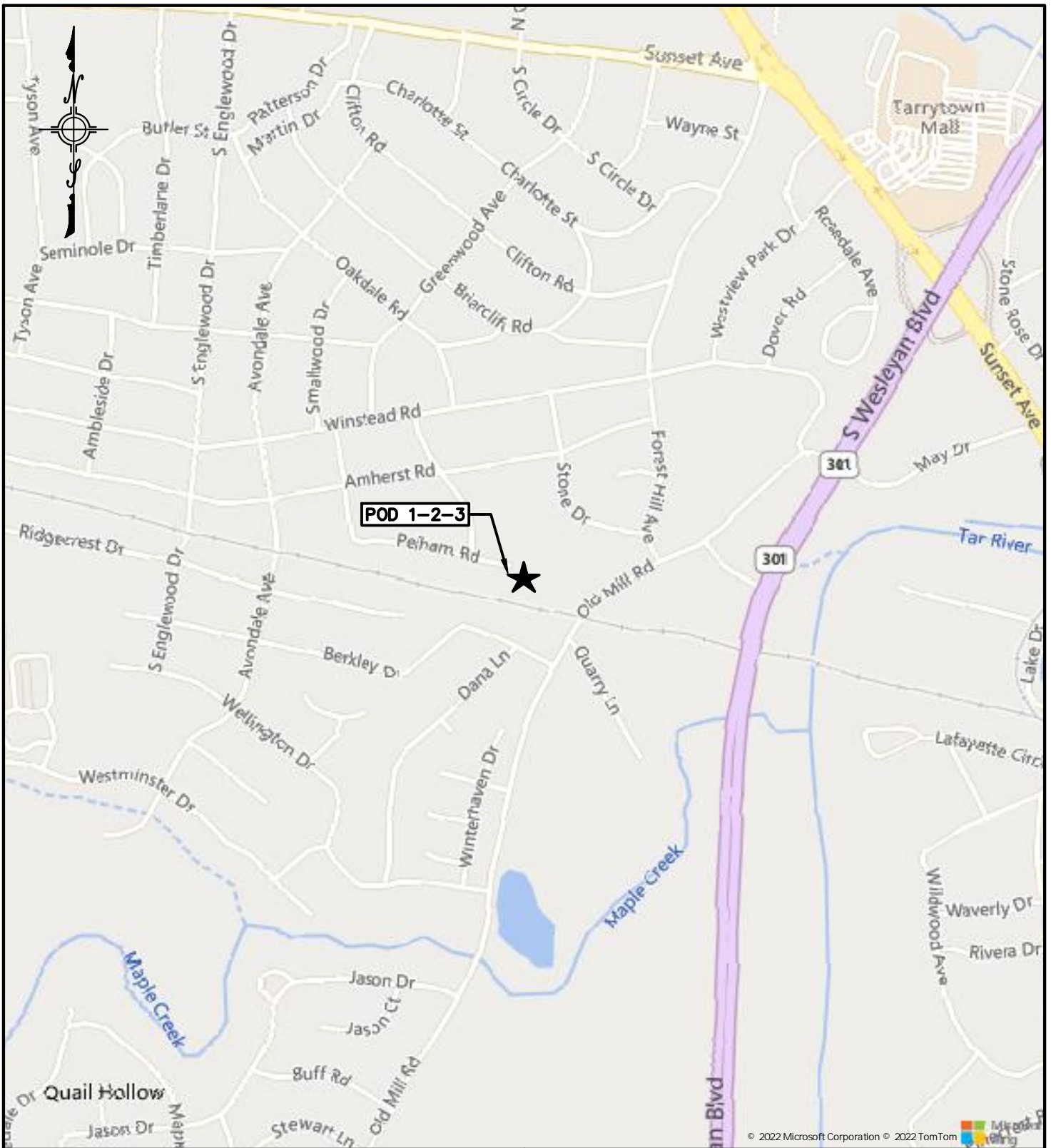
LIST OF DRAWINGS

The work shall conform to the following Drawings by Booth and Associates, LLC, all of which form a part of these Specifications. The Contractor is responsible for contacting the Engineer if any drawings not indicated to be furnished at a later date are missing from their bid package. If the Bidder does not contact the Engineer regarding any drawings, their bid will be considered based on all Drawings and Specifications, as issued for bids.

SHEET NO.	TITLE	REFERENCE
E01	One-line Diagram	18899E01
GA1	Plan View, Sections, Details	18899GA1
SF100 - 103	Structural Steel Details	18899SF100-103

2

Vicinity Map



SITE LOCATION

ADDRESS:
554 OLD MILL RD.
ROCKY MOUNT, NC 27804

LATITUDE: 35.951766°
LONGITUDE: -77.8342348°

CITY OF ROCKY MOUNT ROCKY MOUNT, NORTH CAROLINA

230 TO 66kV POD 1-2-3 VICINITY MAP



DWN. BAA	DATE: 4/4/20	DWG. NO. VM-1
CKD. KPM	APPD. KPM	
SCALE: 1"=2,000'	FILE: 18899VM	
JOB NO. 18899	DATE	
© 07/20	REVISION	

3

MWBE Affidavits

SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

If so, state HUB classification: _____

CONTRACTOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 and E-Verify Affidavit to the contact person listed on the coversheet.

<https://rockymountnc.gov/services-finance-vendor-registration/>

HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT

Becoming a Vendor <https://youtu.be/MGOjZxl4iQc>

Competing in the Bid Process <https://youtu.be/yy8dYzPOCUs>

Purchase Order, Payment and Performance <https://youtu.be/wA5zVTizZQM>

4.4 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

ATTACHMENT G: PROPOSED PRODUCTS FORM

No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			

CERTIFICATION BY PRIME CONTRACTOR:

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.

Contractor

By: _____ Date: _____
Signature & Title

Approved: CITY OF ROCKY MOUNT

By: _____ Date: _____
City of Rocky Mount

4

Bill of Materials

ITEM NO.	DESCRIPTIONS	QUANTITY	MANUFACTURER	CATALOG NO./TYPE	UNIT PRICE	EXTENDED PRICE
GROUP A: 100-599 - SUBSTATION STRUCTURES						
A180	Structure, substation steel, h-frame over breaker	1 each	N/A	N/A		
A181	Structure, substation steel, pedestal for CTs	3 each	N/A	N/A		
A182	Structure, substations steel, grounding platform for GOABs	1 each	N/A	N/A		
A302	Bus, tubing, aluminum, Schedule 40, 3" SPS, 40' long, Alloy 6063-T6	As Required	N/A	N/A		
GROUP A: 600-649 - INSULATORS AND CONDUCTOR SUPPORTS						
A629	Insulator, outdoor, apparatus station post, 66 kV, TR216, 350 kV BIL, 5" B.C., 30" high, ANSI 70 Gray Glaze	3 each	Lapp	315216-70		
GROUP A: 670-699 - WIRE						
A674	Wire, bare, aluminum, AAC, "Orchid" 636 kcmil, 37 STD	As Required	N/A	N/A		
GROUP A: 700-999 - SUBSTATION CONNECTORS						
A700	Connector, supercompression, terminal, aluminum, 636 kcmil to NEMA 4, tin-plated	12 each	DMCPower	CPLK9440D06360T		
A702	Connector, supercompression, terminal, aluminum, dual 636 kcmil to NEMA 4, tin-plated	18 each	DMCPower	CPLK9642D06360T		
A703	Connector, supercompression, split tee, aluminum, 636 kcmil to NEMA 4, tin-plated	3 each	DMCPower	CPLK9514D06360T		
A718	Connector, weldment, aluminum tee, 3" SPS to 4-hole NEMA pad	6 each	Hubbell	WTTFR3060C		
A761	Connector, weldment, aluminum, terminal, offset, 3" SPS to 4-hole NEMA pad	3 each	Hubbell	WSTF30D		
A777	Connector, weldment, aluminum, corona end plug, 3" SPS	3 each	Hubbell	ACBI30		
A888	Connector, cable spacer clamp, aluminum, dual 636 kcmil, 4" separation	9 each	Hubbell	APCS114		
A794	Clamp, bus support, aluminum, 3" SPS tube, 5" B.C.	3 each	Hubbell	WTH305		
GROUP B: 001-999 - GROUP-OPERATED AIR-BREAK SWITCHES						
B300	Vertical break switch, copper, type V2-C, 2000A rating, 69 kV, 350 kV BIL	1 each	Cleaveland/Price	C06A034G24		
GROUP E: 001-999 - POWER CIRCUIT BREAKERS						
E800	Breaker, circuit, power, outdoor, three-phase, 69 kV nominal, 2000 ampere continuous, 20,000 ampere interrupting	By Owner	N/A	N/A	---	---
GROUP G: 001-999 - METERS, RELAYS, AND INSTRUMENT TRANSFORMERS						
G940	Transformer, current, single-phase, 115 kV	By Owner	N/A	N/A	---	---
GROUP H: 001-999 - TRANSFORMERS						
H202	Transformer, power, three-phase, 230 kV to 66/13.2 kV, 90/120/150//168 MVA	By Owner	N/A	N/A	---	---
GROUP O: 001-999 - STATION GROUNDING						
O102	Wire, bare, copper, 2/0 AWG, 7 strand, soft drawn (below grade plus tails)	By Substation Contractor	N/A	N/A	---	---
O102A	Wire, bare, copper, 2/0 AWG, 7 strand, soft drawn (above grade)	By Substation Contractor	N/A	N/A	---	---
O111	Connector, bolted, bronze, terminal, dual 1/0 AWG to 500 kcmil to 3" 4-hole NEMA pad	2 each	Hubbell	SWHD025CTP		
O112	Connector, bolted, tin-plated, terminal, single 2/0 AWG to 2-hole NEMA pad	7 each	Hubbell	SWH025BTP		
O113	Connector, bolted bronze, terminal, tap lug, 1/0 AWG to 500 kcmil to 3" 4-hole NEMA pad	2 each	Hubbell	TLS-32TPBW		
O114	Connector, bolted, tin-plated, ground clamp, for one cable, 2/0 to 4/0 copper flat bar	12 each	Hubbell	GC141A02TP		
O115	Connector, bolted, tin-plated, ground clamp, for two cables, 2/0 to 4/0 copper flat bar	6 each	Hubbell	GC143A02TP		
					Total Price:	