



City of Danville, Virginia

PO Box 3300
Danville, VA 24543

427 Patton Street, Rm 304
Danville, VA 24541

J. Gary Via, CPPO
Director of Purchasing
e-mail: viajg@danvilleva.gov

Phone: (434) 799-6528
Fax: (434) 799-5102
e-mail: purchasing@danvilleva.gov

INVITATION FOR BID

Bid No: IFB 20-21-048

Title: Single Phase Pad Mount Transformers

Bid Closing Date: Sealed Bids shall be accepted no later than **October 21, 2020 at 2:00 p.m.** at the Purchasing Department, 427 Patton Street, Room 304, Danville, VA 24541

Direct Inquires to: J. Gary Via, Director of Purchasing
(434) 799-6528 Opt. 4

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IFB 20-21-048
Single Phase Pad Mount Transformers

1.0 SCOPE

It is the intent of this "Invitation" to secure a vendor(s) to furnish Single Phase Pad Mount Transformers for the Department of Power and Light. This will be a one time shipment.

1.1 Submit invoice(s) to:

City of Danville
Purchasing Department
PO Box 3300
Danville, VA 24543

1.2 Deadline

Sealed bids shall be submitted no later than **October 21, 2020 at 2:00 pm** to:

City of Danville
Purchasing Department
Attn.: J. Gary Via
427 Patton Street, Room 304
Danville, VA 24541

2.0 DELIVERY

2.1 All equipment shall be delivered to:

City of Danville,
Division of Power and Light
Utility Warehouse
864 Monument Street
Danville, Virginia 24541

2.2 The manufacturer shall notify the City of shipment approximately forty-eight (48) hours before arrival.

3.0 SUPPLEMENTAL GENERAL CONDITIONS

3.1 Award Criteria

3.1.1 The award will be made to the lowest responsible bidder whose proposal conforming to the invitation will be most advantageous to the City, price and other factors

considered such as delivery time, quality, operating and maintenance cost, service, resale value, etc.

3.1.2 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

3.2 Authority

3.2.1 The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

3.2.2 This procurement process, including withdrawal of bids and appeals or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, PO Box 3300, Danville, VA 24543.

3.3 Bid Preparation

3.3.1 Bid proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned bids will not be accepted. No bid may be considered if received after the time shown on Title Page. Bidders are expected to examine all instructions and specifications. Failure to do so will be at the Bidder's risk. Erasures or other changes must be initialed by the person signing the bid.

3.3.2 Envelopes containing bids must be sealed and marked in the lower left hand corner with the invitation number and the words IFB 19-20-115 "Single Phase Pad Mount Transformers" and submitted to the office indicated on the title page.

3.4 Bids Binding 60 Days

Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

3.5 Enforcement

This Agreement and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

3.6 Interpretation

3.6.1 If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specification or other document, he should submit a written request for an interpretation thereof to the Director of Purchasing. An interpretation of the bid invitation document will be made only by written addendum issued to

each potential bidder. THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF BID INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH.

3.6.2 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

3.7 Patents

The Vendor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

3.8 Prices

3.8.1 All prices are based on delivery to the destination designated in the invitation including packing charges. Any discounts for payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation.

3.8.2 Unless lump sum is specifically requested, unit and extended prices should be given. Failure to do so may cause bid to be rejected. In all cases, the unit price shall govern.

3.9 Performance

In case of default by the Vendor, the City may procure the commodity or services from other sources and hold the Vendor responsible for any excess costs occasioned thereby.

3.10 Specifications and Product Description

When brand names, Delivery ARO numbers, trade names, catalog numbers or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The City shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

3.11 Taxes

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

3.12 Vendor's Relationship to the City

3.12.1 Independent Contractor

It is expressly agreed and understood that the Vendor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Vendor, but the method to be employed to accomplish the work shall be the responsibility of the Vendor.

3.12.2 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

3.12.3 Payments to Subcontractors

a. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor;

1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributed to the work performed by the subcontractor under that contract; or

2. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal identification numbers.

c. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.

d. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.12.4 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

3.13 Drug Free Work Place

During the performance of this contract, the vendor agrees to:

- a. Provide a drug-free workplace for the vendor's employees;
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- c. State in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace;
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor;

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

3.14 Indemnification

The Vendor shall indemnify the City, its agents, officers, and employees, against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Vendor or Vendor's subcontractors. Vendor shall procure and maintain, at Vendor's own cost and expense, any additional kinds and amount of insurance that, in Vendor's own judgment, may be necessary for Vendor's proper protection in the prosecution of the work.

b. The Vendor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Vendor shall, at his own expense, satisfy and discharge the same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Vendor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Vendor. The Vendor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Vendor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Vendor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

3.15 Insurance

The Vendor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Vendor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Vendor hereunder.

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Vendor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
 Premises – Operation
 Products/Completed Operations Hazard
 Contractual Insurance
 Independent Contractor and Subcontractor
 Broad Form Property Damage
 Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$500,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
 Non-owned Vehicles
 Hired Vehicles

d. Umbrella Policy: At the option of the Vendor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

3.16 Equal Employment:

During the performance of the contract, the vendor agrees as follows:

a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Vendor, in solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such vendor is an equal opportunity employer.

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

e. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

f. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

g. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ and unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Contractors organized as a stock or nonstick corporation, limited liability company, business trust, or limited partnership or as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Virginia Title 13.1 or Title 50 or as otherwise required by law.

i. A contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

4.0 SPECIFICATIONS

CITY OF DANVILLE, VIRGINIA, DIVISION OF POWER & LIGHT SPECIFICATION NO. E-88-5 REV 04/29/2020

SINGLE PHASE 7.2kV PAD-MOUNTED DISTRIBUTION TRANSFORMERS 25 KVA – 250 KVA

DESIGN REQUIREMENTS – GENERAL

All units shall have the following design features:

- Units shall meet all applicable ANSI C57 standards
- Windings to be oil immersed, self-cooled with a maximum average temperature rise of 65^o C at continuous load rating operation
- Primary winding: Single-phase, 7.2kV, suitable for use on a 12.47/7.2kV multi-grounded Y system
- Secondary winding: Single phase 240/120V center grounded
- 60 hertz
- 95 kV BIL
- Low-profile ANSI Type II configuration
- Units shall be filled with virgin “PCB-Free” mineral oil dielectric fluid with a maximum allowable concentration of less than 1-ppm PCB. “Less than 1 PPM PCB” or “PCB-Free” shall be etched on the nameplate.
- Units shall be equipped with a non-resettable device which detects, provides external indication, and provides pressure relief for internal transformer faults. The approved device is manufactured by IFD Corporation or approved equal.
- Units shall have a minimum efficiency as mandated by CFR Title 10 Chapter II Part 431 (DOE 2016 Efficiency Standards)
- Units to be green Munsell 9GY 1.5/2.6 in color

- Units shall meet tamper resistance requirements and provide provisions for pentahead bolt and padlock

LOW VOLTAGE SECTION

The low voltage side of the cabinet shall contain the following design features:

- Three (3) externally clamped low voltage bushings with neutral fully insulated; plainly marked for identification of phase and neutral positions.
- Grounding pad with terminals for 2 - #2 AWG bare copper conductors with properly sized removable copper strap installed between the neutral bushing and ground pad
- Tin plated copper alloy spades with NEMA Type J drilling: 4-hole for 25-50 kVA, 6-hole >75kVA. Studs to be: 5/8"-11 UNC-2A for 25-75 kVA and 1"-14 UNC-2A for >75 kVA
- Spades are to be suitable for use with concentrically mounted metering current transformers having a maximum throat depth of 2 1/2" (6.35 cm).

HIGH VOLTAGE SECTION

The high voltage side of the cabinet shall contain the following design features:

- Dead front loop feed design with two universal externally clamped 15kV bushing wells with 200A load break bushing inserts installed with provisions for parking stands
- Two grounding pads with terminals for 2-#2 AWG bare copper conductors
- Sidewall bayonet fuse holder with flapper and drip guard (Eaton or equivalent)
- Fuse units to be dual sensing type in series with isolation links (Eaton or equivalent).
- One spare fuse is to be supplied in a moisture proof device with provision to be stored in the unit
- De-energized hot stick operable tap-changing switch with taps 2-2.5% above and 2-2.5% below 7200 volts.

DATA TO BE SUPPLIED BY VENDOR

Supply digital file of instruction booklet containing complete descriptive information, parts list showing catalog numbers, quantities, and electrical diagrams for each distinct unit to include, but not limited to:

- Nameplate information
- Detailed drawings of dimensions and features
- Recommended secondary and primary pad window openings

DELIVERY

- Delivery is expected to occur in a minimum number of shipments unless otherwise specified
- Delivery address is 864 Monument St, Danville VA 24541 (36.579033, -79.383178); truck access is via the intersection of Goodyear Blvd and Industrial Ave
- Delivery time shall be between the hours of 0730 and 1400 Mon-Fri
- Pallet openings shall accommodate forklift tongues that close in to 30".
- Contact DPL prior to shipment and within 24 hours of delivery. Call:

(434) 799-5268 (Engineering) 0800-1700 Mon-Fri
 (434) 799-5255 (Dispatch Center) after hours

- Delivery shall be made on a **flatbed** trailer with open sides due to distance between raised dock and storage location

LOSSES

Losses to be evaluated according to the formula shown below. Manufacturer shall provide the necessary information at the time of bid opening to perform the loss evaluation. This loss information to be based on 85⁰ C, 100% voltage using “guaranteed loss” figures; i.e., the average of the losses of the units involved shall not exceed quoted values and the losses of any individual unit shall not exceed the tolerances in Table 16, ANSI Standard C57.12.00.

In the event that the actual tested losses of the quoted transformer(s) exceed by 10% the guaranteed loss values quoted in the proposal, the purchase price of the unit(s) shall be reduced by the evaluated cost of the difference between actual and guaranteed losses.

Information to be supplied for each unit:

No-Load losses:	_____KW x \$ 2,800.00/KW	= _____
Copper losses:	_____KW x \$ 1,200.00/KW	= _____
Purchase price (each unit)		= _____
Total Ownership Cost		= _____

BID EVALUATION

Bids will be evaluated based on the Total Ownership Cost (TOC) of each Bids unit as detailed in. A 5% window will be utilized. Any TOC within 5% of the lowest TOC will be grouped as equal. Bids will then be awarded to the low purchase price within that group. It is desired that this bid evaluation result in an order to one vendor for all units. However, any combination of purchases deemed most advantageous by the City may be selected.

DOE STATEMENT

[6450-01-P]
DEPARTMENT OF ENERGY
10 CFR Part 431
[Docket No. EERE-2010-BT-STD-0048]
RIN: 1904-AC04

Energy Conservation Program: Energy Conservation Standards for Distribution Transformers

AGENCY: Office of Energy Efficiency and Renewable Energy, Department of Energy.

ACTION: Final rule.

SUMMARY: The Energy Policy and Conservation Act of 1975 (EPCA), as amended, prescribes energy conservation standards for various consumer products and certain commercial and industrial equipment, including distribution transformers. EPCA also requires the U.S. Department of Energy (DOE) to determine whether more-stringent standards would be technologically feasible and economically justified, and would save a significant amount of energy. In this final rule, DOE is adopting more-stringent energy conservation standards for distribution transformers. It has determined that the amended energy conservation standards for this equipment would result in significant conservation.

City of Danville
IFB 20-21-048 Bid Proposal
"Single Phase Pad Mount Transformers"

In compliance with Invitation to Bid No. 20-21-048 and subject to all conditions thereof and attached hereto, the undersigned offers and agrees if this bid be accepted to furnish any and all of the items or services for the sum of:

COMMODITY	QTY	AMOUNT
50 kVA Single Phase Pad Mount Transformers 7.2kV Primary per attached spec E88-5	10 each	

Offering: Make: _____ Delivery ARO: _____

A. Purchase Price = \$ _____ EA.

B. No load losses: _____ KW X \$2,800.00/KW = \$ _____

C. Copper losses: _____ KW X \$1,200.00/KW = \$ _____

Total Owning Cost (A + B + C) = \$ _____ X 10 \$ _____

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

- No. _____ Dated _____
- No. _____ Dated _____
- No. _____ Dated _____

Company Name _____ Date _____

Address _____

_____ Zip Code _____

Signature _____

Signature (Printed) _____

Title _____

AFFIX COMPANY SEAL
(if applicable)

IFB 20-21-048

Single Phase Pad Mount Transformers

Phone _____ Fax _____

Email: _____

Commonwealth of Virginia State Corporation Commission Identification Number _____.