

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

**ITB# 11-19
PURCHASE OF ELECTRIC SWITCHGEARS**

INVITATION TO BID

The Utilities Commission, City of New Smyrna Beach, Florida (**COMMISSION**) is seeking bids from qualified vendors to:

Provide Electrical Switchgears per the Attached Specifications

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until **2:30 P.M.** on **February 5, 2019** at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Bids To: Caleb Fisher, CPPB
Purchasing Agent
Utilities Commission,
City of New Smyrna Beach
(386) 424.3045 Voice
(386) 424.2748 Fax
CFISHER@UCNSB.ORG

Mailing Address: 200 Canal Street
New Smyrna Beach, FL
32168

Walk In Delivery: 200 Canal Street
New Smyrna Beach, FL
32168

Bidders must indicate on the sealed envelope the following:

- A. Invitation To Bid Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

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BID SCHEDULE

January 15, 2019	DISTRIBUTION OF THE INVITATION TO BID
January 22, 2019	DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M. E-MAIL: cfisher@ucnsb.org
January 24, 2019	ADDENDUM PUBLISHED BY 5:00 P.M.
February 5, 2019	BID RETURN DEADLINE BY 2:30 P.M. LOCATION: UTILITIES COMMISSION RECEPTION 200 CANAL STREET NEW SMYRNA BEACH, FL 32169

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GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO BIDDERS:** To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.
2. **SEALED BIDS: AN ORIGINAL BID AND 1 COPY plus a USB Flash Drive or a CD** must be in the Finance Department by the date and time specified. The Bid Reply, Certification of Drug-Free Workplace Form, Public Entity Crimes Form, Non-Collusion Affidavit of Prime Bidder Form, Evaluation Factors, Questionnaire, and any addenda issued must be included. Proposals must be sealed and clearly labeled with the following information:
 - a. Name and address of Bidder
 - b. Bid number
 - c. Date and time of Bid Opening
3. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The UCNSB will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to insure uniformity, bids must be submitted on this Bid Form and the attached pages.
4. **OBLIGATION OF BIDDER:** By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
5. **BID EXAMINATION:** **BIDDERS** are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.
6. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the **COMMISSION** unless specifically stated.
7. **COLLUSION:** The **BIDDER** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
8. **PRICE WARRANTY:** The **BIDDER** warrants that the prices of the items set forth herein do not exceed the prices charged by the **BIDDER** under a contract with the State of Florida.
9. **COMMERCIAL WARRANTY:** The **BIDDER** agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **BIDDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.

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10. **INSPECTION AND ACCEPTANCE:** A duly authorized representative of the **COMMISSION** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

11. **QUESTIONS REGARDING BID:** **COMMISSION** has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. **COMMISSION** realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this bid shall be directed, in writing, to:
Utilities Commission, City of New Smyrna Beach
Caleb Fisher, Purchasing Agent
cfisher@ucnsb.org

All such requests must be received no later than 2:30 PM, Eastern Standard Time, **January 22, 2019**. Responses to all requests for more information will be included in any addenda and will be made available to all **BIDDERS** on **January 24, 2019**.

Requests for additional information received after the **January 22, 2019** deadline will not receive a response. Responses will **not** be made orally.

Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. **COMMISSION** will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

12. **COMMUNICATIONS:** Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any U.C. Commission Member, staff member, or consultant of the U.C. regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the U.C.'s website, Demandstar, or newspaper through the date of contract award. Also from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer. The only exceptions to this are communications with the U.C.'s Material Manager or the U.C.'s designated point of contact. Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the U.C.'s General Manager/CEO and Director of Finance (CFO)'s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future work with the U.C. This process will safeguard the integrity of the U.C.'s procurement and protest process and also provide an ethical, equitable, and transparent procurement process.

13. **NON DISCLOSURE:** The Utilities Commission understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response UCNSB is incorporating the following verbiage into **ITB 11-19 PURCHASE OF ELECTRICAL SWITCHGEARS**. Upon receipt by UCNSB, responses to solicitations

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become public records subject to the provisions of Florida's state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.

14. **INVOICES**: All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
15. **BID FORM**: A Bid Form is provided and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable**. It is incumbent upon each bidder to ensure that they have received all addenda before submitting their bid.
16. **BID OPENING**: Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the **BIDDER's** sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The **COMMISSION** will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered; such bids shall remain **unopened**.
17. **QUOTING PRICES**: Carelessness in quoting prices or in preparation of bid otherwise will not relieve the **BIDDER**. **BIDDERS** are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the **BIDDER**. In the event of an extension error(s), the unit price will prevail.
18. **AMENDED OR WITHDRAWN BIDS**: Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.
19. **PUBLIC ENTITY CRIMES**: UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list. See attachment "A".
20. **CONSIDERATION OF BIDS**: The **COMMISSION** reserves the right to award the contract to the Bidder(s) that the **COMMISSION** deems to offer the best overall bid. The **COMMISSION** is therefore not bound to accept a bid on the basis of lowest price. In addition, the **COMMISSION** at its sole discretion, reserves the right to cancel this Bid, to

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reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the **COMMISSION** to do so. The **COMMISSION** also reserves the right to make multiple or split awards if it is deemed to be in the **COMMISSION'S** best interest. The **COMMISSION** shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

21. **TIE BID:** In the event of a tie bid where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie bids are between bidders, one of which is located in Volusia County and the other bidder is not, the recommended award shall be to the local bidder. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If **all** conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.
22. **SUBMITTING BIDS:** Bids shall be **addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.**
23. **NO BID:** In the event an Invitation to Bid is returned as a no bid, "**NO BID**" shall be properly marked on the outside of the envelope with the bid number.
24. **REJECTED BIDS:** The **COMMISSION** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
25. **FAILURE OF THE CONTRACTOR TO DELIVER:** Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the **COMMISSION** or failure to make replacements of rejected articles as directed, shall permit the **COMMISSION** to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the **COMMISSION**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the **COMMISSION** may be withheld until reimbursement is received.
26. **BRAND OR TRADE NAMES:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to the **COMMISSION**. The **COMMISSION** reserves the right to determine if bid goods are equivalent to specified goods.

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27. **AWARDS:** Awards shall be made as required for the best interest of the **COMMISSION**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

28. **NON-WARRANTY OF SPECIFICATIONS:** Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the Commission nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.

29. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of UCNSB considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the UCNSB and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.

30. **CLARIFICATION:** The UCNSB reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.

31. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

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32. **INSURANCE**: The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to **COMMISSION**.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$ 100,000 Each occurrence \$ 300,000 Disease, aggregate \$ 100,000 Disease, each employee
(b) General Liability	\$ 1,000,000 General Aggregate \$ 1,000,000 Products - Comp Ops Agg \$ 500,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$ 1,000,000 Combined Single Limit
Option of Split Limits:	
(1.) Bodily Injury	\$ 500,000 Per Person \$ 1,000,000 Per Accident
(2.) Property Damage	\$ 500,000

33. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**:

The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

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To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission .

Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

34. **WARRANTY AND ACCEPTANCE**: All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by **COMMISSION**. Contractor guarantees its work hereunder for a period of twelve (12) months after completion and acceptance of the work unless otherwise set forth herein. In the event **COMMISSION** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from **COMMISSION**, repair or replace at its sole expense any such defects. **COMMISSION** may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by **COMMISSION** nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.
35. **CHANGES**: **COMMISSION** may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.
36. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS**: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the **COMMISSION** who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

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37. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any **COMMISSION** employee to participate directly or indirectly in a procurement contract when the **COMMISSION** employee knows that:

(1) The **COMMISSION** employee or any member of the **COMMISSION** employee's immediate family has a financial interest in the procurement contract; or

(2) Any other person, business, or organization with whom the **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

38. **GRATUITIES AND KICKBACKS:**

(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any **COMMISSION** employee or former **COMMISSION** employee, or for any **COMMISSION** employee or former **COMMISSION** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity **COMMISSION** in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

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CERTIFICATION OF DRUG-FREE WORKPLACE FORM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR SIGNATURE

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PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted Bid, Bid or Contract for PURCHASE OF ELECTRICAL SWITCHGEARS.
2. This sworn statement is submitted by _____
[name of entity submitting sworn statement] whose business address is:
_____ and (if applicable) its
Federal Employer Identification Number (FEIN) is _____.
If entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.
3. My name is _____ and my relationship to the entity named
above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

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Public Entity Crimes Statement

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7. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

___ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

___ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date _____ Signature _____

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
[name of individual signing] who after first sworn by me affixed his/her signature in the space
provided above on this _____ day of _____, 20_____.

My commission expires: _____ Personally known to me, or
Produced Identification: _____

Notary Public _____ Print, Type or Notary Stamp _____ Type of I.D. _____

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **COMMISSION**.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See Instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																																							
Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="11" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="2"></td> </tr> </table>																					-											-				OR Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="11" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="2"></td> </tr> </table>																					-											-			
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Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																							

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 11-19
PURCHASE OF ELECTRIC SWITCHGEARS

VENDOR APPLICATION

In addition to General conditions, your **BID** may be disqualified if the following vendor information is not returned with your **BID**.

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: _____

Do you collect Florida State Sales Tax? () Yes () No

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No. _____

Email Address: _____ Web Address: _____

Commodity or Service Supply: _____

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

Submitted by: _____

Name & Title Printed: _____

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

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PURCHASE OF ELECTRIC SWITCHGEARS**

QUESTIONNAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond?
If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming UCNSB as an Additional Insured?
4. Since January 1, 2014, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency?
If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Has your company been disbarred by the Federal Government or any State Government?

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PURCHASE OF ELECTRIC SWITCHGEARS

REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: _____
Address: _____

Point of Contact: _____
Phone Number: _____
Dates of Service: _____

Service(s) Provided: _____

2. Name of Company: _____
Address: _____

Point of Contact: _____
Phone Number: _____
Dates of Service: _____

Service(s) Provided: _____

3. Name of Company: _____
Address: _____

Point of Contact: _____
Phone Number: _____
Dates of Service: _____

Service(s) Provided: _____

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 11-19
PURCHASE OF ELECTRIC SWITCHGEARS

REQUIRED DISCLOSURE

At its sole discretion, the **COMMISSION** may reject any bidder the **COMMISSION** finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the **COMMISSION** to lack honesty, integrity, or moral responsibility. The discretion of the **COMMISSION** may be exercised based on the **COMMISSION'S** own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the **COMMISSION** may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 11-19
PURCHASE OF ELECTRIC SWITCHGEARS

BID SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this ITB, and any additional information that the **BIDDER** deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The **BIDDER** should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. Failure to supply all of the information requested shall result in the bid being excluded from consideration. The **COMMISSION** reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

TAB #1 Experience: Provide a profile showing company history, business structure, and a list of principals. A minimum of five (5) years in business is required.

TAB #2 References: Submit a detailed list of clients receiving similar services within the last two (2) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.

TAB #3 Pricing: Complete, sign and submit the Bid Tabulation and Bid Form.

TAB #4 Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace, Vendor Information & W9 Forms:
All **BIDDERS** shall properly complete, notarize and submit attachments A,B,C,D & E here

TAB #5 Addenda Acknowledgement:
Please submit all addenda (if any) related to this bid here.

TAB #6 Questionnaire:
The Questionnaire responses requested should be submitted here

TAB #7 Detailed Specifications:
In this section include:

- i. Switchgear product information and literature
- ii. Switchgear drawings
- iii. Switchgear test reports

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 11-19
PURCHASE OF ELECTRIC SWITCHGEARS

Special Conditions

BACKGROUND

The Utilities Commission, City of New Smyrna Beach operates an electric utility servicing approximately 23,000 customers. The Commission is soliciting qualified vendors to provide Switchgears to meet its needs.

AWARD

For the determination of the award of business, the Utilities Commission will consider all bids that meet the specifications and manufacturers as listed in this document and will consider other factors such as lead times in making the award.

DELIVERY

Each padmounted switchgear shall be secured to a non-returnable wood pallet delivered on an open-top or flatbed trailer suitable for handling with a forklift. Twenty four (24) hours' notice is required prior to delivery of the switchgears by calling (386)424-3047 between the hours of 7:30 a.m. and 3:00 p.m. weekdays.

All switchgears will be delivered FOB New Smyrna Beach, Florida. All shipping and handling costs shall be included in the unit cost quoted.

DRAWING SUBMITTALS

Bidders shall submit switchgear construction drawings for APPROVAL showing all measurements and depicting all gauges, electrical connections, equipment parts, and all notes and nameplates for all switchgears being quoted for the bid.

WARRANTY

The Vendor/Manufacturer shall warrant its switchgears to meet guaranteed performance, and to operate continuously, without failure, for a period of 24 months from the date the switchgear is placed into service by the Utilities Commission, City of New Smyrna Beach.

During the warranty period, should a mechanical or electrical failure occur in the switchgear, due to manufacturing and/or design defects, the selling entity (Vendor/Manufacturer) shall be responsible for coordinating and/or providing parts and service to repair or replace failed switchgear or affected components at no additional cost to the Utilities Commission. Such service shall commence within 5 working days of vendor receipt of written notice from the Commission of switchgear failure.

The Vendor/Manufacturer will warrant and service all components of the switchgear regardless of manufacturing origin.

UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

ITB# 11-19
PURCHASE OF ELECTRIC SWITCHGEARS

BID SCOPE OF WORK

The **COMMISSION** is seeking a Qualified Vendor to provide the following:

Purchase of Electrical Switchgears from our Approved Manufacturers List:

<u>Pad Mount Switchgears</u>
Federal Pacific
S&C

Item # 1:

- (3) Air Insulated Type 11: Three Solid – One Protected (Fused)

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

ITB# 11-19
PURCHASE OF ELECTRIC SWITCHGEARS

**SPECIFICATION
25 kV TYPE
PADMOUNT DEAD FRONT
AIR INSULATED SWITCHGEAR**

I. GENERAL

- A. This specification covers the requirements for furnishing and delivering all configurations of 25kV rated padmounted deadfront air insulated switchgear. The interrupter switches and fuses shall be enclosed within an inner air insulated grounded stainless steel compartment typical for Florida environment and for electrical isolation and protection from contamination and animals.
- B. This switchgear is intended for use in 60 hertz, three-phase, 25 kV underground distribution systems.
- C. Switchgear will be used for sectionalizing and protecting underground distribution express feeders, subloops, and lateral as well as switching and protecting transformers. These specifications will apply to all switchgear configurations.
- D. Switchgear shall be designed for outdoor installation and operation.
- E. It shall be the responsibility of the manufacturer to ensure compatibility among all components of the switchgear.
- F. Manufacturer shall be solely responsible for the performance of the basic switch components as well as the complete integrated assembly as rated.
- G. Upon request, manufacturer shall provide sufficient notice to allow representatives to inspect the switchgear during manufacture, and to witness any or all tests performed on it.
- H. Only Federal Pacific and S & C are approved for bidding. Switchgear configuration(s) will be specified in bid document.

II. STANDARDS

- A. Except as modified by this specification, the switchgear furnished shall comply with the material and testing requirements of the latest revisions of all applicable ASTM, ANSI, IEEE, and NEMA standards.

UTILITIES COMMISSION
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III. RATINGS

- A. The switchgear will have the following ratings:
- ❖ Nominal voltage 25kV
 - ❖ Maximum design voltage 27kV
 - ❖ Basic Impulse Level (BIL) 125kV
- B. The main bus and solid compartments shall have the continuous current rating of 600 amps.
- C. Each fuse mounting and/or protected compartment shall have a maximum continuous current rating of 200 amps.
- D. The interrupter switches shall have continuous current ratings of 600 amps and live switching ratings of 600 amps. The interrupter switches shall have a two-time fault closing duty cycle of 25,000 amps RMS asymmetrical at 25 kV.
- E. Interrupter switches and buses shall have a momentary current ratings of 25,000 amps RMS asymmetrical.

IV. ENCLOSURE

A. General

1. Switchgear cabinet shall of unitized construction (not structural frame and bolted sheet). Outside cabinet dimensions (footprint) are 88in.x 84in.
2. Cabinet, doors, metal dividers shall be 304L stainless steel. All hardware, bolts, nuts, washers and latching mechanism shall be of 304L stainless steel or non-corrosive material.
3. All structural joints and butt joints shall be welded, and the base shall consist of continuous 90-degree flanges, turned inward and welded at the corners, for bolting to the concrete pad.
4. Cabinet shall have adequate size and strength for fuse handling, fuse exhaust and venting, and shall withstand all pressure build-up during interruption without permanent distortion or damage to any portion of the structure.
5. Gasketing between the roof and the enclosure shall guard against entry of water and airborne contaminants, and shall discourage tampering or insertion of foreign objects.

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6. Cabinet shall meet or exceed ANSI C57.12.28-1998 tamper resistance and/or current.
7. An internal stainless steel enclosed compartment typical for Florida environment shall encase the interrupter switches and fuses for electrical isolation, and have protection from contamination. The compartment shall have a stainless steel sheet floor to exclude foliage and animals. The floor shall have screened drain vents to allow drainage if the enclosure is flooded. The top of this compartment shall be gasketed to provide sealing with the enclosure roof.

B. Roof

1. The cabinet roof shall be constructed so as to shed water.
2. Roof shall be undercoated with an insulating “no drip” compound to prevent condensation of moisture thereon.

C. Access

1. Access into the cabinet shall be through the doors to the switch and fuse compartments only.

D. Doors

1. All doors shall include a three-point latching scheme that requires doors to be latched before the padlock shackle can be inserted. The door handles shall be padlockable, and shall use a hood to protect the padlock from tampering. This door latching scheme shall require only a single padlock per door or per set of double doors. Each door handle shall be provided with a recessed 304L stainless steel penta head bolt as part of its security system.
2. Doors shall be of bulkhead type, side-hinged to swing open horizontally, and shall be constructed of 304L stainless steel. Top-hinged, clam-shell type doors are unacceptable.
3. Doors shall be equipped with 304L stainless steel hinge assemblies and hinge pins.

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4. Each door shall be equipped with a 304L stainless steel door holder. These holders shall be hidden from view when the door is closed. It shall not be possible for the door holders to swing inside the enclosure. The door holders shall hold the doors open at an angle of 90, 110, or 120 degrees.

E. Barriers

1. Full length stainless steel barriers shall separate adjoining termination compartments.

F. Lifting Tabs

Lifting tabs shall be removable. Sockets for the lifting tab bolts shall be blind tapped. A resilient material shall be placed between the lifting tabs and the enclosure to help prevent corrosion by protecting the finish against scratching by the tabs. To further preclude corrosion, this material shall be closed cell to prevent moisture from being absorbed, and held between the tabs and the enclosure in the event that lifting tabs are not removed.

G. Finish

1. The finish of the switchgear cabinet shall meet or exceed the requirements of ANSI C57.12.28-1998 or newer standard.
2. The top coat of the finish shall be dark green Munsell No. 7GY 3.29/1.5.

V. GROUNDING PROVISIONS

- A. A ground connection pad shall be provided in each compartment of the padmounted gear. The pads shall be welded to the interior of the enclosure near the cable entrances.
- B. The pads shall be of unpainted copper-faced steel, or unpainted 304L stainless steel. The pads shall be a minimum of 2"X 3 1/2" with two 9/16" holes spaced 1 3/4 " center to center.
- C. The grounding pads shall be capable of carrying the fault duty of the switchgear.
- D. A 3/8" diameter copper rod connected to the ground connection pad shall be provided in each termination compartment for switches and each termination compartment for bus. The rod shall extend across the full width of the compartment to allow convenient grounding of cable concentric neutrals and accessories, and shall have a short circuit rating equal to that of the padmounted gear.

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- E. Continuous copper ground bus shall be provided across the full width of each termination compartment for fuses. Ground bus shall have a short circuit rating equal to that of the padmounted gear.

VI. BUSES

- A. Bus and interconnections shall consist of aluminum bar of 56% IACS conductivity.
- B. All joints have suitable hardware and treatment to prevent harmful oxidation and loss of optimum contact pressure.

VII. BUSHINGS AND BUSHING WELLS

- A. Bushings and bushing wells shall conform to ANSI/IEEE Standard 386 (ANSI Standard C119.2) or later.
- B. Bushings and bushing wells shall be mounted in such a way that the semi-Conductive coating is solidly grounded to the enclosure.
- C. Bushings rated 600 amperes continuous shall have a removable threaded stud so that the bushings are compatible with all 600 ampere elbow systems. The 600 A bushing wells shall be designed to accept standard loadbreak bushing inserts.
- D. Bushings rated 200 amperes continuous shall have a removable threaded stud so that the bushings are compatible with all 200 ampere elbow systems. The 200 A bushing wells shall be designed to accept standard loadbreak bushing inserts.

VIII. TERMINATION COMPARTMENTS

- A. Termination compartments for switches and termination compartments for fuses shall have bushing wells to permit connection of elbows. The bushings and bushing wells shall be mounted on the interior walls at a minimum height of 34 inches for 25 kV above the enclosure base.
- B. Termination compartments for bus shall have bushing wells to permit connection of elbows. The bushing wells shall be mounted on the interior walls at a minimum height of 25 inches above the enclosure bases.
- C. Termination compartments for bushing rated 200 amperes continuous shall be of an adequate depth to accommodate two 200 ampere elbows mounted piggyback, encapsulated surge arrestors and/or grounding elbows mounted on 200 ampere elbows having 200 ampere interfaces, or other similar accessory combinations.

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- D. Termination compartments for bushing rated 600 amperes continuous shall be of an adequate depth to accommodate encapsulated surge arrestors and/or grounding elbows mounted piggyback. They shall also be able to accommodate 200 ampere elbows with corresponding 200 ampere interfaces.
- E. Termination compartments shall be provided with one 304L stainless steel parking stand for each bushing or bushing well. The parking stand shall be located immediately adjacent to the associated bushing or bushing well, and shall accommodate standard feed-throughs and standoff insulators, and other similar accessories.
- F. Each termination compartment for a switch shall be equipped with a viewing window to allow visual inspection of interrupter switch blades to allow positive verification of switch position.
- G. Each termination compartment for a set of fuses shall be equipped with a set of viewing windows to allow visual inspection of blown fuse indicators.

IX. INTERRUPTER SWITCHES

- A. All interrupter switches shall be dry type, in-air, 3-pole, single-blade, externally group operable through an operating handle external to the enclosure.
- B. An operating handle shall be provided for each interrupter switch. The switch operating handle shall be secured to the inside of the switch operating hub pocket by a corrosion-resistant chain. The handle shall be stored behind the switch operating hub access door.
- C. The switch-operating hub pocket shall include a padlockable access cover that shall use a hood to protect the padlock from tampering.
- D. The group operated interrupter switches shall be actuated through a non-defeatable, quick-make, quick-break mechanism to assure high speed closing and opening independent of the speed of the manual switch operating handle.
- E. The manual operating handle shall include an over-travel stop feature to prevent the operator from over-powering the mechanism and possibly breaking parts in the drive train.
- F. Labels or targets to indicate switch positions shall be provided in the switch operating hub pocket.
- G. Each interrupter switch compartment shall include a window panel located above the dual purpose barriers to permit visual checking of the interrupter switch position after opening the compartment door.

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X. FUSES

- A. The padmounted switchgear shall be furnished with provision for the mounting of SMU-20 or DBU-20 fuses. Must include fuse end fittings and silencers.
- B. Fuse mountings shall be enclosed in an inner stainless steel compartment, and shall be provided with bushing wells rated 200 amperes continuous for elbow connection.
 - 1. Each fuse mounting shall be an integral part of a fuse handling mechanism that does not allow access to the fuse until the elbow for that fuse has been disconnected. To gain access to a fuse, it shall be necessary to:
 - a. Disconnect the elbow for that fuse and move it to the appropriate parking stand.
 - b. Install appropriate parking bushing or feed-through in parking stand.
 - c. Remove and park loadbreak elbow.
 - d. Grasp the interlock bail with an insulated grip-all stick and raise the bail to unlatch fuse door.
 - e. Holding up by the bail, pull the fuse door open and swing it downward slowly to rest on the sill.
 - f. Latch door to sill by rotating the latch on the left side of the door.
 - g. Fuse may now be removed from fuse door.
 - 2. The opening into the component compartment shall be covered by a hinged GPO-3 barrier which is interlocked to the fuse door and closes to help prevent inadvertent access to high voltage.
 - 3. To protect the fuse handling mechanism from corrosion, all mechanism parts shall be painted or made of corrosion resistant materials, or otherwise be protected from corrosion. All latches and pivots shall be stainless steel with nylon or plastic bushings.

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XI. LABELING

A. Warning Labels

1. The outside of each enclosure door shall be provided with Mr. Ouch WARNING labels in accordance with NEMA 260-1982, Figure 1.
2. The labels shall be centered on the upper half of the doors.
3. The labels shall be adhesive backed such that removal is impossible except by defacing, covering, or destroying them.
4. The labels shall have a minimum durability rating of 10 years under vertical exterior exposure to the weathering environment.

B. Danger Labels

1. The inside of each enclosure door and the front of each switch and fuse position dual purpose insulating barrier shall be provided with Mr. Ouch WARNING labels in accordance with NEMA 260-1982, Figure 1.
2. The labels shall be centered on the upper half of the doors and barriers.
3. The labels shall be adhesive backed such that removal is impossible except by defacing, covering, or destroying them.
4. The labels shall have a minimum durability rating of 10 years in the interior environment of the switch cabinet.

C. Nameplate

1. The outside of both the front and back of the switchgear cabinet shall be provided with nameplates indicating:
 - ❖ Manufacturer's name.
 - ❖ Catalog number.
 - ❖ Model number.
 - ❖ Serial number.
 - ❖ Date of manufacture.

D. Ratings Label

1. The inside of at least one compartment door on both the front and back of the switchgear cabinet shall be provided with a ratings label. This label should include the ratings required in section 3.0 of this specification.

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E. Circuit Diagram

1. The inside of at least one compartment door on both the front and back of the switchgear cabinet, and on the inside of each switch operating hub access cover shall be provided with a circuit diagram of the switchgear.

F. Compartment and Phase Identification

1. Each compartment shall be clearly labeled with a decal on the inside of the switchgear cabinet. The preferred location for each decal is on the face of the cabinet directly above each compartment.
2. Each switch and fuse position phase shall be labeled with a decal on the inside of the switchgear cabinet. Phase identification labels shall be located on the face of the cabinet directly above each phase position.

XII. INSTRUCTION MANUAL

- A. One complete instruction manual covering installation, operation, and maintenance of the equipment shall be provided with each switchgear cabinet.
- B. Manual shall be packed in a weatherproof bag or envelope, and secured on the inside of the door of compartment number one.

XIII. CERTIFICATION

- A. Upon the Utilities Commission's request, the manufacturer shall provide certified test reports verifying that the equipment meets or exceeds the electrical ratings, tamper resistance, and finish required by this specification.

XIV. PACKAGING

- A. Each padmounted switchgear shall be secured to a non-returnable wood pallet suitable for handling with a forklift.
- B. The padmounted switchgear shall be packed in accordance with good commercial practice to ensure safe delivery without damage to the finish or any other part of the unit.

XV. INSPECTION

- A. After delivery, each padmounted switchgear will be inspected for defects and conformance to this specification. The supplier (or its representative) will be notified of all deficiencies.
- B. Mutual arrangements shall be made for correcting the deficiencies

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BID TABULATION

BIDDER NAME: _____

Item	Qty	DESCRIPTION	MANUFACTURER MODEL NUMBER	Price	Lead-Time
1	3	Air Insulated Type 11: Three Solid – One Protected (Fused)			

The COMMISSION reserves the right to award the contract to the Bidder(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION'S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

Submitted

by: _____

(Please Print)

Company

Name: _____

Date: _____ **Title:** _____

Phone No. _____ **Fax No:** _____

E-Mail: _____

Signature: _____

BIDDERS MUST SIGN BID FORM.

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STATEMENT OF NO BID

If you do **NOT** intend to bid on this requirement/ project, please return this form immediately. Thank you, Utilities Commission, City of New Smyrna Beach, Florida

We, the undersigned have declined to submit a bid due to the following reason(s):

- Specifications too "tight", i.e. geared toward one brand/manufacturer service only (explain below).
- Unable to meet time period for responding to bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond/Insurance requirement(s).
- Specifications unclear (explain below).
- Unable to meet insurance requirements.
- Please remove us from your "bidder's list".
- Other (specify below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the bidder's list of the Utilities Commission, City of New Smyrna Beach, FL.

Company Name: _____ **E-mail:** _____

Bid Number: _____ **Date:** _____

Signature: _____ **Fax:** _____

Telephone: _____