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FAYETTEVILLE PUBLIC WORKS COMMISSION  
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FAYETTEVILLE, NORTH CAROLINA 28302-1089  
TELEPHONE (910) 483-1401  
WWW.FAYPWC.COM

January 21, 2022

**TO:** Prospective Bidders  
**FROM:** Shelby Lesane, Procurement Advisor  
**SUBJECT:** Invitation for Bids

**PWC2122032**  
**THREE (3) VACUUM CIRCUIT BREAKER**

In accordance with N.C.G.S. 143-129, Fayetteville Public Works Commission, is seeking competitive bids until **2:00 p.m. February 8, 2022**, at PWC's Administrative Building located at 955 Old Wilmington Road, Fayetteville, NC 28301 for the purchase of three (3) Vacuum Circuit Breakers, same or equivalent to, the attached specifications.

Please find attached the Instructions to Bidders, Material Specifications, and Bid Proposal forms. Please submit your bid on the form provided herein, or exact copy thereof, and return one copy of the entire bid packet along with the completed bid proposal forms and any other information specified in the bid documents.

Bids may be sent via US Mail to Fayetteville, Public Works Commission, Attn: Shelby Lesane, Procurement Advisor, P.O. Box 1089, Fayetteville, NC 28302, or may be delivered in person or by express mail to PWC, Attn: Shelby Lesane, Procurement Advisor, 955 Old Wilmington Road, Fayetteville NC 28301.

Questions regarding this bid must be submitted in writing to the attention of Shelby Lesane, Procurement Advisor, at [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com) no later than **5:00p.m. February 1, 2022** in order to be considered for response.

Very truly yours

**FAYETTEVILLE PUBLIC WORKS COMMISSION**

Trent Ensley  
Procurement Manager

**BUILDING COMMUNITY CONNECTIONS SINCE 1905**

**AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

## NOTICE

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the Fayetteville Public Works Commission, until **2:00 p.m., February 8, 2022**. Bids will be publicly opened and read aloud outside of the PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, by the entrance doors at which time they will be publicly opened and read for the purchase of three (3) Vacuum Circuit Breakers, same or equivalent to, the attached specification.

### **PWC2122032 THREE (3) VACUUM CIRCUIT BREAKER**

Specifications and bid documents may be obtained in the Procurement Office of the Fayetteville Public Works Commission, 1<sup>st</sup> floor, PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com).

**The bid will be awarded to the lowest responsive, responsible bidder, taking into consideration material quality, performance and the time specified in the proposals for performance. Proposals may be rejected for any reason determined by PWC to be in its best interest. The right is reserved to reject any or all bids and to waive any and all informalities. A purchase order will be issued to the awarded bidder.**

### **FAYETTEVILLE PUBLIC WORKS COMMISSION**

Trent Ensley  
Procurement Manager

**FAYETTEVILLE PUBLIC WORKS COMMISSION  
INSTRUCTIONS TO BIDDERS**

**PWC2122032**

**THREE (3) VACUUM CIRCUIT BREAKER**

1. Bids shall be received no later than **2:00 p.m., February 8, 2022**, at which time the bids will be publicly opened and read aloud outside of the entrance doors of the PWC Administrative Building, located at 955 Old Wilmington Road, Fayetteville, North Carolina, 28301. Late bids will not be considered and will be returned to the Bidder unopened.
2. Bids will be examined promptly after opening and an award will be made at the earliest possible date. Bids must be held firm for acceptance PWC for a period of ninety (90) days after bid opening date. A purchase order will be issued to the awarded bidder.
3. Submit bids only on the bid proposal form(s) provided herein, or exact copies thereof.
4. The bid will be awarded to the lowest responsive, responsible bidder, taking into consideration quality, performance and the time specified in the proposals for performance (the awarded bidder shall be the "Supplier"). Proposals may be rejected for any reason determined by PWC to be in its best interest. The right is reserved to reject any or all bids and to waive any and all informalities.
5. Bids shall be submitted in a sealed opaque envelope providing the bid title, date and time of opening on the front of the envelope. Bids may be sent via US Mail to PWC, Attn: Shelby Lesane, Procurement Advisor, P.O. Box 1089, Fayetteville, NC 28302, or may be delivered in person or by express mail to PWC, Attn: Shelby Lesane, Procurement Advisor, 955 Old Wilmington Road, Fayetteville, NC 28301.
6. All bids must be signed by an authorized official of the bidder. Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
7. Do not submit alternate bids unless specifically called for on the bid proposal form.
8. Delivery shall be F.O.B. PWC Warehouse Facility, 1097 Public Works Drive, Fayetteville, NC 28301. "Title and Risk of Loss. Title of Goods passes to PWC upon delivery of the Goods to the Delivery Point. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the delivery Point.
9. Payment for equipment, material, supplies, etc. purchased pursuant to the awarded bid shall be made approximately thirty days (30), after same has been delivered, inspected, and approved.

10. All questions regarding this Invitation to Bid shall be submitted in writing to Shelby Lesane, Procurement Advisor, by fax at (910) 483-1429 or e-mail to [shelby.lesane@faypwc.com](mailto:shelby.lesane@faypwc.com), no later than **5:00 p.m., February 1, 2022.**
11. Bidders are expressly prohibited from contacting any PWC official or employee associated with this Invitation to Bid, **except as noted above.** Violation of this prohibition is grounds for the immediate disqualification of the bidder.
12. All changes and clarifications to the Material Specifications and bid documents will be issued in writing in the form of an addendum. No verbal changes or clarifications will be binding upon the PWC.
13. The bidder's bid opened and evaluated, the instructions to bidder, the Material Specification, and any purchase orders issued by PWC pursuant to this advertisement for bid shall constitute the contract ("Agreement") between the awarded bidder and PWC. Additionally, no changes, additions, or deletions will be allowed after the bid is opened.
14. For purposes of evaluation of the bids, all bidders are instructed to submit their proposal in the unit of measurement requested. PWC reserves the right to accept or reject bids submitted in any other form, unit of measurement, or quantity.
15. Pricing shall remain firm for the quantities ordered. PWC reserves the right immediately terminate this contract should the awarded bidder fail to maintain bid pricing, comply with delivery requirements and protocol, necessary safety requirements, or provide a product meeting the Material Specifications. Any unapproved price change shall also be grounds for termination.
16. PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include, but is not limited to, financial statements, reference list showing companies currently utilizing the proposed equipment, etc.
17. PWC shall be entitled to terminate the parties' agreement for PWC's convenience without further liability upon 30-day prior written notice to the awarded bidder, and PWC shall be obligated to pay the awarded bidder for the materials and goods ordered and delivered before expiration of the notice period.
18. As North Carolina and the nation continues to deal with COVID 19 pandemic, we must all take necessary steps to ensure the health and safety of employees, coworkers, family, friends, associates and people that we come in contact with on a daily basis. At PWC we implemented measures including requiring our employees to conduct temperature and wellness checks, wear a face covering or mask, whenever possible, maintain proper distancing (minimum of 6 feet) and take other actions such as washing their hands, using approved sanitizer and wiping down surfaces, especially commonly shared equipment or tools. This applies to employees working in our facilities, working in public or at field sites. For firms who are under contract with PWC or working under purchase orders, those firms are expected to comply with all OSHA/EPA guidelines, CDC

recommendations including and applicable North Carolina Executive Orders regarding the performance of work under COVID 19 conditions. Examples of such guidance can be found at the following:

OSHA COVID-19 Overview

<https://www.osha.gov/SLTC/covid-19/>

OSHA COVID-19 – Control and Prevention / Construction Work

[https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%2Dperson%20meetings%20\(including,Fill%20hand%20sanitizer%20dispensers%20regularly](https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%2Dperson%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly)

<https://www.osha.gov/Publications/OSHA4000.pdf>

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North Carolina COVID-19 Executive Orders

<https://www.nc.gov/covid-19/covid-19-executive-orders>

Center for Disease Control

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Implementing Safety Practices for Critical Infrastructure Workers

<https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementingsafety-essential-staff-do-s-don-ts>

[https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-CriticalWorkers\\_Dosand-](https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-CriticalWorkers_Dosand-)

NC Department of Health and Human Services

<https://covid19.ncdhhs.gov/>

Cumberland County Health Department

<https://www.co.cumberland.nc.us/departments/public-health-group/public-health>

Department of Homeland Security

<https://www.ready.gov/pandemic>

Cape Fear Valley- What to do if you have COVID symptoms

[https://www.youtube.com/watch?time\\_continue=1&v=tD0D7Apa\\_vw&feature=emb\\_logo](https://www.youtube.com/watch?time_continue=1&v=tD0D7Apa_vw&feature=emb_logo)

FAYPWC COVID Response

<https://www.faypwc.com/covid-19-update/>

Small Business Administration

<https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources>

19. “Supplier shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents and representatives (collectively, “Indemnitees”) from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys’ fees) asserted by one or more third parties against one or more of the Indemnitees arising out of negligent or willful acts, violations of law, infringement of any patent, trademark, trade secret, copyright, or other intellectual property right of a third party, or omissions or breach of the obligations set forth in the parties’ agreement by Supplier or any of its employees, agents, representatives, and subcontractors. Supplier’s obligation to indemnify, defend, ad hold harmless the Indemnitees shall survive the termination of the parties’ agreement and shall include the duty to pay for the reasonable attorney’s fees and costs associated with defending the Indemnitee(s) by the legal counsel of each Indemnitee’s choice.”
20. The parties’ Agreement shall be governed by the laws of the State of North Carolina without the application of the laws of any other state. The exclusive venue for all mediations and litigation and any other legal proceedings regarding the parties’ agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Supplier consents to personal jurisdiction in such courts. Supplier

irrevocably waives, to the fullest extent permitted by law, and objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court serving Cumberland County or that any such suit, action or proceeding brought in any such court serving Cumberland County has been brought in an inconvenient forum.

- 21.** By submitting a bid, all bidders acknowledge that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Each bidder further acknowledges that all employers, as defined by Article 2, Chapter of North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States and shall verify the work authorization of the employee through E-Verify in accordance with NCGS & 64-26(a). Each bidder hereby pledges, attests, and warrants through execution of this Agreement that the bidder complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that any subcontractors currently employed by or subsequently hired by the bidder shall comply with any all E- Verify requirements. Failure to comply with the above requirement shall be considered a breach of this contract.
- 22.** The PWC has an equal opportunity purchasing policy. PWC seeks to ensure that all segments of the business community have access to supplying the goods and services needed by PWC. PWC encourages utilization of small and minority business enterprises in its procurement. PWC provides opportunities for all businesses and does not discriminate regardless of race, color, religion, age, national origin or disability.
- 23.** As mandated by N.C.G.S. 143C-6A-5(a), by submitting a bid each bidder hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4. Each bidder further certifies that in accordance with N.C.G.S. 143C-6A-5(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Each bidder also certifies that the signatory to any Purchase Order pursuant to the awarder bid is authorized by the bidder to make the foregoing statement.
- 24.** The awarded bidder shall not assign any of its right, duties or obligations hereunder, or subcontract any of the obligations to performed hereunder, without the prior written consent of PWC.

**Public Works Commission  
Fayetteville, NC  
Electric Systems Division  
Material Specification**

**1-045-140**

**Revision Date: December 27, 2021  
Revised By: Glenn Andersen**

**BREAKER, CIRCUIT, VACUUM, 69KV, 2,000A, 40KA INTERRUPT, 48VDC CONTROL**

**Page 1 of 2**

**Description:**

A three-pole, outdoor, power circuit breaker with three (3) gang-operated vacuum interrupters mounted in dead tank, six (6) 69 kV porcelain bushings and twelve (12) 1200:5A multi-ratio, C800 bushing-mounted current transformers. Circuit breaker shall be equipped with a trip-free, spring operating mechanism with instrumentation to monitor vacuum, providing a loss of vacuum alarm, housed in a galvanized steel frame painted ANSI No. 69 light gray finish. Circuit breaker shall be designed, manufactured and tested to ANSI/IEEE and IEC standards.

**Features and Accessories:**

The following features and accessories shall be included:

- 66.9", 350 kV BIL porcelain bushings
- (12) 1200:5 multi-ratio C800 bushing mounted CT's
- Breaker shall use a Vacuum Interrupter with deep vacuum level at 6.67E-07 mbar, sealed for life
- Breaker shall use advanced Vacuum Interrupter Technology with Axial Magnetic Field (AMF) electrodes with special material content with capability of 40 times full fault current
- Vacuum Interrupter type shall be "self-induced magnetic field method" to have an arcing voltage less than 100 V
- ASME BPVC pressure vessel with U-stamp
- Vacuum monitoring instrumentation
- SEL-2533 Ten-Point annunciator
- Electroswitch brand control switch
- Special Tools and Accessories package
- 48 VDC control voltage
- Dry air for energization
- WIKA Dry Air Density Switch (alarm at 63psi and lockout at 58psi)
- Dual trip coils
- Motor over run relay
- LCD Red/Green interrupter position indicator lights

**Spare Parts:** One (1) each of the following spare parts quoted as an adder:

- 48 VDC Trip/Close coil
- Spring charging motor
- Complete set of gaskets
- Vacuum interrupter – 40 kA
- 66.9" Porcelain bushing assembly

Public Works Commission  
Fayetteville, NC  
Electric Systems Division  
**Material Specification**

1-045-140

Revision Date: December 27, 2021  
Revised By: Glenn Andersen

**BREAKER, CIRCUIT, VACUUM, 69KV, 2,000A, 40KA INTERRUPT, 48VDC CONTROL**

Page 2 of 2

**Performance Standards:**

- Nominal KV class: 69kV
- Rated LF Withstand: 160kV
- Basic Impulse Level: 350kV BIL
- Meets IEEE 37.04 Chop Wave Requirements at 72.5kV
- Meets IEEE 37.04 Chop Wave Requirements at 452kV Peak
- Rated continuous current: 2,000A
- Rated short circuit current: 40 kA
- Interrupting time: 3 cycles
- Closing and latching capability: 104,000 operations
- Rated motor-operator & cabinet heater voltage: 240 VAC

**Delivery Standards:**

Palletized and lagged to ship on open bodied trailer for unloading via forklift.

**Types Accepted:**

<b><i>Manufacturer</i></b>	<b><i>Product</i></b>
Meiden American Switchgear	
Breaker:	MAS7242 & NVBOA-60740BB
Spare Parts:	SP-PWC
Optimizer 3 Monitoring Device:	OM3-PWC

Note: Catalog numbers are shown for reference use only. Supplier is responsible for conforming to specifications as stated.

Specification reviewed by: \_\_\_\_\_



FAYETTEVILLE, PUBLIC WORKS COMMISSION  
FAYETTEVILLE, NORTH CAROLINA

**BID PROPOSAL**

STOCK NO. 1-045-140

DESCRIPTION: BREAKER, CIRCUIT, VACUUM, 69KV, 2,000A, 40KA INTERRUPT, 48VDC CONTROL

QUANTITY: 3 EACH

PRICE PER ONE EACH: \$ \_\_\_\_\_

TOTAL PRICE: \$ \_\_\_\_\_

\*NOTE: PRICE QUOTED MUST BE FIRM FOR DURATION OF CONTRACT.

PARTIAL SHIPMENT WILL BE ACCEPTED

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

Product Description: \_\_\_\_\_

Exception to Specifications: \_\_\_\_\_

Warranty: \_\_\_\_\_

Delivery: \_\_\_\_\_

**BIDDER INFORMATION**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

SDBE, Minority or Woman Owned Business Enterprise \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid Submitted By: \_\_\_\_\_

(Name Printed Out)

\_\_\_\_\_  
(Signature)

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

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