



City of Glenwood Springs  
Procurement Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
INVITATION TO BID BD 2018-061  
COVER SHEET

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Date: November 23, 2018

Bid number: BD 2018-061

Bid title: **Two (2) PME-9 Switchgears 15 kv  
Two (2) Three-Phase Transformers**

Bids will be received until: December 17, 2018  
2:00 p.m., local time  
at 101 West 8<sup>th</sup> Street, Procurement  
Office, Glenwood Springs, CO 81601

**Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include PROPOSAL #BD2018-061 in the subject line of the email.**

Goods or services to be delivered to or performed at: **City of Glenwood Springs  
Electrical Department  
2301 Wulfsohn Rd.  
Glenwood Springs, CO 81601**

For additional information please contact Mary Lou Haflinger: 970-384-6468

Email Address [marylou.haflinger@cogs.us](mailto:marylou.haflinger@cogs.us)

Documents included in this package: Invitation to Bid Cover Sheet  
Special Terms and Conditions  
Pricing Sheet  
Addendum to Professional Services  
Exhibit A, Switchgear Specifications  
Exhibit B, Three-Phase Transformers Specifications

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8<sup>th</sup> Street, Procurement Department, First Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_



City of Glenwood Springs  
Procurement Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

INVITATION TO BID BD 2018-061

**SPECIAL TERMS AND CONDITIONS**

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**SCHEDULE OF ACTIVITIES:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

November 23, 2018 and December 4, 2018	Advertise
December 10, 2018	Deadline for submitting questions
December 13, 2018	Local Preference
December 17, 2018	Proposal deadline
December 21, 2018	Purchase Order issued/contract awarded

**PURPOSE OF SOLICITATION - TO PURCHASE ITEMS THROUGH A SINGLE SOLICITATION:** The purpose of this Solicitation is to purchase the following items through a single solicitation:

- Two (2) PME-9 switchgears 15 kv (acceptable manufacturers are Chance, S & C, and Federal Pacific); see Exhibit A for specifications
- One (1) Three-Phase Transformer 750 kva; see Exhibit B for specifications
- One (1) Three-Phase Transformer 1,000 kva; see Exhibit B for specifications

**TERM OF CONTRACT:** This contract shall commence on the date of the Purchase Order or Notice of Award and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Solicitation have been completed and accepted by the City's authorized representative. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

**TERMINATION OF CONTRACT:**

- A. The City may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the City as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
- B. The City may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the City's inability to continue with the contract due to the elimination or reduction of funding.

**DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY**

**VENDOR:** The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the City in accordance with this Solicitation. All corrections shall be made within 21 calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Procurement Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

**METHOD OF AWARD - ITEM BY ITEM:** It is the intent of the City to award this Contract to the lowest responsive, responsible Vendor on an item by item basis. Notwithstanding, the City reserves the right to alter this method of award if such alteration results in a cost savings to the City.

**ASSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be assigned to another vendor.

**ADJUSTMENT OF QUANTITIES:** While the quantities stipulated in this Solicitation will be used by the City for purposes of determining the low Vendor meeting Specifications, it is hereby agreed and understood that the City has the right to adjust/reduce/increase the quantities ordered in conjunction with this Solicitation based on budgetary conditions

**INDEMNIFICATION:** The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall pay the costs of defense of all suits, against the City when applicable, and shall pay all costs and judgments which may issue thereon.

**PRICES SHALL BE FIXED FOR 45 CALENDAR DAYS WITH ADJUSTMENTS ALLOWED**

**THEREAFTER:** If the Vendor is awarded a contract under this Solicitation, the prices proposed by the Vendor shall remain fixed for a period of 45 calendar days after the issuance of the initial contract document. After this period, the Vendor may submit a price adjustment to the City if the manufacturer notifies the Vendor/supplier of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor is obligated to notify the City of such adjustments, either price reductions or price increases, within 14 calendar days after receiving said notification from the manufacturer. Additionally, notification from the Vendor shall be received by the City's Purchasing Department at least thirty calendar days prior to the effective date of the new price to be charged to the City. The City reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

**LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR:** Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

**RESPONSE TO QUESTIONS:** Questions which arise during the response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Mary Lou Haflinger, Contracts Coordinator, Procurement Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, [marylou.haflinger@cogs.us](mailto:marylou.haflinger@cogs.us) fax number 970-945-2597. The vendor submitting the question shall be responsible for ensuring that the question is received by the buyer at least seven (7) calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the City's Procurement Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

**GOVERNMENT STANDARDS AND REQUIREMENTS:** All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), and the National Electric Code (NEC).

**METHOD OF PAYMENT - INVOICE FOR A SINGLE DELIVERY:** The successful Vendor shall submit an invoice to the City's Finance Department. The invoice shall reference the appropriate Purchase Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the City when the items were delivered and accepted. The date of the invoice shall not exceed thirty calendar days from the date of delivery of the items. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the items.

**SALES TAX:** The City is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

**LOCAL PREFERENCE:**

010.050.080 Local preference.

(a) Legislative intent. It is the intention of the City Council whenever possible to use, without significant additional cost to the taxpayers or ratepayers, local businesses and/or subcontractors for construction services or procurement of goods and supplies (excluding sole source procurement [010.050.110], emergency procurements [010.050.120], small purchase procurement [010.050.130], used supplies procurement [010.050.140] or professional service procurement [010.050.150] and any procurement made with external funding source requirements that preclude application of local preference) in those instances when awarding contracts in the amount of twenty-five thousand dollars (\$25,000.00) or more, pursuant to competitive procurement (010.050.090), with City funds. The City Council intends to give local businesses an advantage in the bidding process so that monies received from such contracts will be spent by the employees of local businesses in the local economy. Local business preference may be used as one (1) factor in determining the award of a bid over twenty-five thousand dollars (\$25,000.00). This local preference will only be available to responsible and responsive bidders and/or subcontractors that meet all applicable bid evaluation criteria.

(b) Definition of local business.

(1) When applied to construction contracts, *Local Business* shall mean a business and/or a subcontractor individually applying for Local Business designation which meets the criteria in either Subsections a. and c. or Subsections b. and c. as listed below:

a. The business headquarters must be located and primarily doing business within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

b. At least seventy-five percent (75%) of the business work force, at the time of the application, must reside within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

c. The business shall have at least seventy-five percent (75%) of business vehicles registered at the time of the application, with the government agency having jurisdiction over areas within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

(2) When applied to procurement of goods, supplies, construction equipment and other vehicles, *Local Business* shall mean a business that is located and primarily doing business in the corporate limits of the City. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

(c) Local Business Designation. Prior to submitting a bid, any business and/or subcontractor wishing to obtain the Local Business Designation shall apply for such designation by submitting sufficient written documentation to the City Manager which supports a request for such designation. The owner of the business and/or subcontractor seeking Local Business Designation shall submit a signed, sworn affidavit affirming the truthfulness of all information supplied to the City with the application for Local Business Designation. To receive Local Business Designation of any subcontractor amounts included in its bid, a business must certify the accuracy of the contents of the subcontractor's Local Business Designation application submitted pursuant to this Section. The City Manager may grant a Local Business Designation to a business and/or subcontractor if such business and/or subcontractor has satisfied the criteria set forth in Subsection (b). In the event the City Manager does not grant a Local Business Designation upon request, such business and/or subcontractor may appeal the decision by providing a written explanation of the basis of the appeal to the City Council within five (5) business days of receiving the City Manager's decision. A decision by a majority of the City Council present shall be made at the time of the award of the contract for which the appeal is made.

(d) Local Business preference. In the event that a determination is made that a submitted bid is from a responsible and responsive bidder and that the business submitting the bid and/or a subcontractor included in the bid has a Local Business Designation, the bid comparison and award shall be made after taking any applicable local preference into consideration.

All portions of the submitted bid attributable to a Local Business shall be aggregated for application of the local preference as follows: if the aggregate Local Business portion of the submitted bid contract amount is equal to or less than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be five percent (5%); if the aggregate Local Business portion of the submitted bid contract amount is more than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be Ten Thousand Dollars (\$10,000.00) plus two and one-half percent (2.5%) of the aggregate Local Business portion in excess of Two Hundred Thousand Dollars (\$200,000.00); no Local Business preference, in any event, shall exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00). Determination of the lowest responsible and responsive bidder shall be made after any appropriate Local Business preference amount is applied to the submitted full bid contract amount.

(e) Notice. Every invitation for bid shall contain notification of this Section setting forth this Local Business preference and shall require a bidder to submit, at a time to be specified, the manner in which, if at all, such business and/or subcontractor may qualify for Local Business Designation under this Local Business preference policy.

(f) Timing. No Local Business Designation shall be allowed unless such designation has been given in writing prior to the award of bid.

(g) Challenge. In the event any person wishes to challenge the Local Business Designation of a business and/or subcontractor which has received such designation, such challenge shall be submitted in writing to the City Manager. The written documentation supporting such challenge must set forth, with specificity, the reasons supporting the allegation that the business and/or subcontractor should not continue to receive the Local Business Designation. The City Manager, at his/her discretion, shall investigate such allegations and may seek the imposition of the remedies set forth in this Section.

(h) Civil penalty. In the event a business and/or subcontractor has been given the Local Business Designation and the City Manager determines that such designation is erroneous, such business shall be penalized in the same monetary amount as the Local Business preference advantage which was applied to the bid from such business when it was awarded the contract. In addition, such business and subcontractor shall be subject to debarment for a period of three (3) years in accordance with the provisions of Section 010.050.040.

(i) False affidavit. It shall be unlawful for any person to make a false statement in the affidavit or to provide false information supporting application for the Local Business Designation.

(j) Violations. In addition to the other remedies provided in Subsection (h) (Civil Penalty), any person violating Subsection (i) (False Affidavit) shall be deemed guilty, per occurrence, of a misdemeanor and, upon conviction of the same, shall be punished, per occurrence, in accordance with the provisions of Section 010.020.080 in the Municipal Court. Violations of any provision of Section 010.050.080 shall be deemed to be a strict liability offense as defined in Subsection 120.010.010. Culpable mental state is not required with respect to any material element of a violation of this Subsection.

**Any Contractor, Subcontractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 pm. (local time), December 13, 2018. Copies of the Local Business Preference Ordinance may be obtained by contacting the Procurement Department, City Hall, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado, 81601 (970-384-6445).**

#### **PREPARATION AND SUBMISSION OF OFFER:**

##### **A. Preparation**

1. The mailed/hand-delivered Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.

2. Mailed/hand-delivered Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Pricing Sheet when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested.** Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the offer is the sole responsibility of the Vendor. No changes in the offer shall be allowed after the date and time that the offers are due.

**B. Submission**

1. The offer shall be sealed in an envelope with the vendor's name and the bid number on the outside. Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include PROPOSAL #BD2018-061 in the subject line of the email
2. Unless otherwise specified, when a Pricing Sheet is included as a part of the Solicitation, it must be used when the Vendor is submitting its offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the City. No other form shall be accepted.
3. Offers submitted via facsimile will not be accepted.
4. Vendors which qualify their offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their offers. The City reserves the right to declare Vendors' offers as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or if they are not in the best interests of the City.

- C. Late Offers.** Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

**MODIFICATION OR WITHDRAWAL OF OFFERS**

- A. Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the City's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Procurement Department will be considered the valid modification.

**B. Withdrawal of Offers**

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety (90) calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the City may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

## **REJECTION OF OFFERS:**

- A. Rejection of Offers. The City may, at its sole and absolute discretion:
1. Reject any and all, or parts of any or all, offers submitted by prospective Vendors;
  2. Readvertise this Solicitation;
  3. Postpone or cancel the process;
  2. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the City;
  3. and/or Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City.
- B. Rejection of a Particular Offer. The City may, at its sole and absolute discretion, reject an offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
  2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
  3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
  4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
  5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.
- C. Elimination From Consideration
1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City.
  2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the City, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- D. The City reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the City to do so.

## **APPEAL OF AWARD.**

- A. Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest as follows:
1. Prior to bid opening. If the course of the protest is known or should have been known to the aggrieved person prior to the opening of bids, such protest must be presented, if at all, to the City Manager as soon as it becomes known or should have become known but no later than the close of business on the day prior to the bid opening.



2. After bid opening. If the cause of the protest is known or should have been known to the aggrieved person after the bid opening, such protest must be presented, if at all, to the City Council within two (2) business days after the bid opening but, in no event, later than the bid award.

(b) Form of protest. The bid protest shall be in writing and specify the exact grounds for the protest. Any grounds not set forth in the written protest shall be waived.

(c) Determination of protest.

(1) By the City Manager. Bid protests made to the City Manager shall be decided by the City Manager as soon as is practicable after receipt of the protest but, in any event, no later than one hour prior to the bid opening. Such decision shall be in writing. In the event the decision is such and so substantial that other bidders or prospective bidders may desire to modify their bid proposals, the City Manager shall give notice of such decision to all bidders and prospective bidders of such decision. If insufficient time remains prior to the bid opening for bidders and prospective bidders to modify their bid proposals, then the City Manager at the place and time for bid opening can announce a reasonable continuance of the bid opening. No further public notice will be required except that all bidders who have submitted proposals as of the original time for bid opening and who are not present at the bid opening shall be given prompt written notice of the continuance of the bid opening and the reason for such continuance.

(2) By the City Council. Any person aggrieved by the decision of the City Manager may appeal his/her decision to the City Council, which appeal shall be decided, if practicable, prior to bid opening or, if not practicable, then prior to the award of bids. If the City Manager determines it to be in the best interests of the City when an appeal is made of his/her decision pursuant to this Paragraph, he/she may continue the bid opening in accordance with the provisions of this Subsection. If a bid protest is made to Council pursuant to Paragraph 010.060.160(a)(1), Council shall make a determination of the protest prior to bid award. If Council determines that the bid protest is appropriate, it may, but need not, determine to rebid the contract. The decision of Council shall be final from which an appeal to Court in accordance with the laws of the State, may be taken. Such appeal must be filed within ten (10) days of Council's decision or it shall be waived.

(d) Waiver. The failure of an aggrieved person to make a bid protest or an appeal of the same in accordance with the terms of this Section shall be deemed to be a waiver of such protest.

**SHIPPING TERMS - FOB DESTINATION:** All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative. **Twenty-four hour notice must be given prior to delivery. Vendor must call 970-384-6352 to notify the City of when delivery will take place. Delivery must be made with an open top or flatbed trailer.**

**WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM:** The Vendor shall supply a copy of its written warranty certificates with its Response. If this written warranty is not provided in the Response, the Vendor may be given the opportunity to submit these certificates to the City during the Response evaluation period in its best interest. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the City at the time of defect. Any payment by the City on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.



City of Glenwood Springs  
Procurement Department  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

INVITATION TO BID BD 2018-061

PRICING SHEET

TWO (2) PME-9 SWITCHGEARS 15 KV and  
TWO (2) THREE-PHASE TRANSFORMERS

Manufacturer of switchgear being bid: \_\_\_\_\_  
(acceptable manufacturers are Chance, S & C, and Federal Pacific)

Bidding \$ \_\_\_\_\_ total amount for two (2) PME-9 switchgears 15 kv

Bidding \_\_\_\_\_ total days for delivery of two (2) PME-9 switchgears 15 kv

Bidding \$ \_\_\_\_\_ total amount for one (1) three-phase transformer 750 kva

Bidding \$ \_\_\_\_\_ total amount for one (1) three-phase transformer 1,000 kva

Bidding \_\_\_\_\_ total days for delivery for two (2) three-phase transformers

State total bid price (include all items bid): \$ \_\_\_\_\_

Does your offer comply with all the terms  
and conditions? If no, indicate exceptions. Yes \_\_\_\_\_  
No \_\_\_\_\_

Does your offer meet or exceed all  
specifications? If no, indicate exceptions. Yes \_\_\_\_\_  
No \_\_\_\_\_

Have you filled in all the blanks listed above? Yes \_\_\_\_\_  
No \_\_\_\_\_

**SUBMITTED BY:**

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Corporate Seal

Firm Name \* \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

\* Insert "Corporation, Partnership "etc.

Address the envelope as follows:

City of Glenwood Springs  
Procurement Office  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
Bid #BD 2018-061

Responses may also be submitted electronically to [bidresponse@cogs.us](mailto:bidresponse@cogs.us) no later than the required time and date. Include PROPOSAL #BD2018-061 in the subject line of the email.

**City of Glenwood Springs**  
**Addendum to Professional Services Agreement**

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.

4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)

7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.

9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

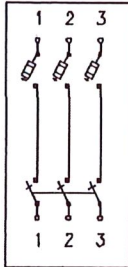
CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

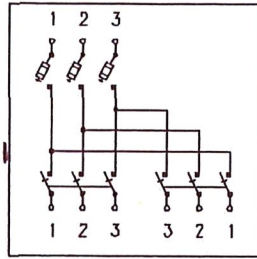
# EXHIBIT A

(PMH-5)  
UM3E-5



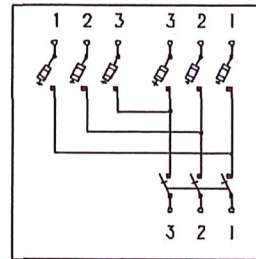
THREE PHASE SWITCH  
1 - FUSE

(PMH-6)  
UM3E-6



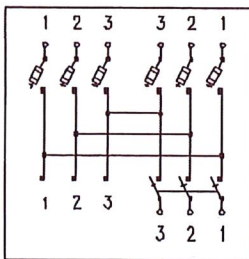
THREE PHASE SWITCHES  
1 - FUSE

(PMH-7)  
UM3E-7



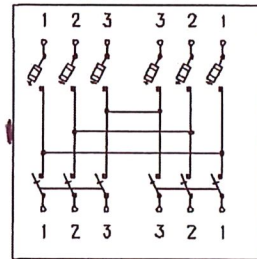
THREE PHASE SWITCH  
2 - FUSE

(PMH-8)  
UM3E-8



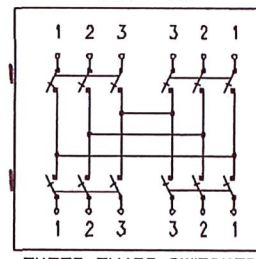
THREE PHASE SWITCH  
2 - FUSE  
1 - TERMINAL

(PMH-9)  
UM3E-9



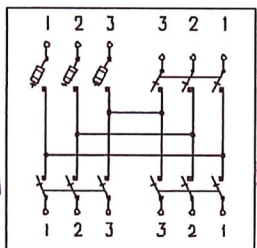
THREE PHASE SWITCHES  
2 - FUSES

(PMH-10)  
UM3E-10



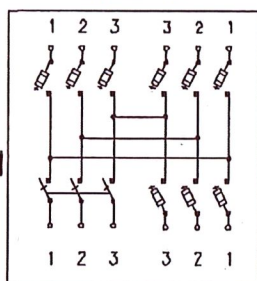
THREE PHASE SWITCHES

(PMH-11)  
UM3E-11



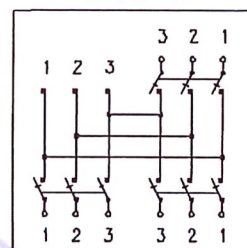
THREE PHASE SWITCHES  
1 - FUSE

(PMH-12)  
UM3E-12



THREE SWITCH  
3 - FUSES

(PMH-13)  
UM3E-13



THREE PHASE SWITCHES  
1 - TERMINAL

EXAMPLE:

FIG. 3 = 600 AMP MAIN LINE SWITCH

FIG. 3A = 200 AMP MAIN LINE SWITCH

□ - FUSE

• - TERMINATIONS CAN BE WITH ELBOWS, STRESS CONES OR TERMINATORS

△ - LOADBREAK ELBOW LINE SWITCHING

15 kV SWITCHGEAR

FUSE ENCLOSURE (200 - 600 AMP)  
WIRING DIAGRAMS  
( THREE PHASE )

ESC, Inc.

13.2/7.6 kV

June, 2007

GSES

UM3E

# **GLENWOOD SPRINGS ELECTRIC SYSTEM**

2301 Wulfsohn Rd  
Glenwood Springs, CO. 81601  
(970) 384-6352 FAX: (970) 945-5521

## **EXHIBIT B**

October 15, 2018

### **Specifications for Three-Phase, Pad Mounted, Dead Front, Loop Feed Design Transformers.**

#### **Scope:**

This specification applies only to oil-immersed, three phase compartmental type pad-mounted transformer.

#### **Standards:**

The transformer shall conform to ANSI Standard C57.12.26-1987. "Pad-mounted compartmental-type, self-cooled, three-phase Distribution Transformer for use with separable insulated high voltage connectors", or latest revision, except where deviation is specified herein. Transformers must meet or exceed the standard efficiency values per DOE 2010.

#### **Standard and Non-Standard Units:**

This specification describes what shall be considered as City of Glenwood Springs Standards. When circumstances require deviation from these standards, approval by the Electrical Superintendent will be required for the non-standard unit.

#### **Ratings:**

1. KVA ratings: (1) 1000 kva (1) 750 kva
2. Phase and Connections: 3 phase, grounded wye - grounded wye.
3. Frequency: 60 HZ.
4. Primary Voltage and Insulation Class: 13200 volt grounded Y/7620 volt  
(15 KV - 95 KV BIL).
5. No Taps.
6. Secondary Voltage and Insulation Class: 480/277
7. Temperature Rise: 65 degrees Centigrade.
8. Coolant: Insulating oil containing no poly-chlorinated biphenyl. Prior to shipment of units, the manufacturer shall issue a written statement to the Electrical Superintendent certifying this condition.
9. Impedance: Value and tolerances as specified by ANSI C57.12.26-1975, Article 4.

### **Construction:**

1. The core and coil assembly shall be of the wound, 5-legged design with aluminum or copper windings.
2. The high and low voltage compartments shall be separated by a steel barrier, and shall have individual doors; the high voltage door fastenings shall not be accessible until the low voltage door has been opened. The low voltage door shall have a 3 point latching mechanism with provisions for a penta-head bolt and padlock, as outlined in the Western Underground committee Guide #2.13 "Security for Pad Mounted Equipment Closures."
3. Hinges and pins shall be stainless steel.
4. Exterior paint color: Manufacturer's green.
5. Doors shall be equipped to latch in the open position.
6. Oil drip shields shall be provided below the bayonet fuse.

### **Terminations and Equipment:**

1. High Voltage:
  - 1.1 The terminations shall be dead-front and conform to ANSI C57.12.26 Universal type bushing wells, with 15 KV, Amp, loadbreak, fault make (gas assist) bushing inserts, and parking stands shall be provided.
  - 1.2 The termination shall be arranged for loop feed.
  - 1.3 The high voltage neutral shall be connected to the low voltage neutral internally with a provision for opening this connection for testing.
  - 1.4 See ANSI C57.12.56-1975, Figures 6 & 7 for the HV bushing arrangements
2. Low Voltage:
  - 2.1 The low voltage neutral shall be an insulated bushing, a removable ground strap (sized for KVA ratings) will connect the bushing with a tank ground pad.
  - 2.2 See ANSI C57.12.26-1977, Figures 7 & 8 for LV bushing arrangements and clearances.
  - 2.3 The terminals shall be four hole spade type as specified in ANSI 12.26-

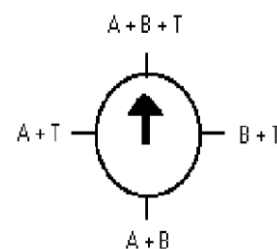
### **Protective Equipment:**

Provide bayonet type, oil-immersed fuse in series with an oil-immersed, partial range, current limiting fuse. The bayonet fuse element shall be externally replaceable with a hot stick without opening the tank. The fuse holders shall include an oil drip plate.

### **Accessories:**

Switch: A 200 ampere, internal, oil-immersed, gang operated, load-break, manually operated switch shall be provided on all transformers for the looped primary cable system. The switch shall be a four position switch, capable of switching 200 amperes to permit sectionalizing of the looped system. The switch will include the following four positions: Line A + T, Line B + T, Line A + B + T, Line A + B. See diagram.

The switch handle shall be located in the primary compartment and must be hot-stick operable.



The switch shall be protected with bayonet type, load sensing fusing. The bayonet fuse shall be oil immersible and shall be capable of being removed under load with a hotstick. An

isolation line shall be provided to prevent fusing of a faulted transformer. The fuse holder shall include an oil drip plate, alignment device and manual pressure relief.

**Pressure Relief Device:**

1. General: The transformer shall be equipped with and automatic pressure relief device, which will operate with negligible oil leakage.
2. Placement: To be located in the secondary compartment, above 140 degrees Celsius top oil level. It shall not interfere with secondary bushings.

**Testing:**

Units shall successfully pass the test as outlined in ANSI C57.12.00-1973 and ANSI C57.12.90-1973 or the latest revisions thereof. Test reports shall be submitted to the Owner in triplicate. Owner reserves the right to witness all tests.

**Losses:**

1. To be GUARANTEED losses at 85 degrees Celsius.
2. Specify excitation (no load) losses in watt.
3. Specify TOTAL full-load losses in watts.
4. Core losses - \$ 5.12 / watt.
5. Winding losses cost value – \$ 1.464 / watt.

**PCB'S:**

All transformers shall have a nameplate stating that the insulating fluid does not contain PCB's.

**Packaging:**

On Pallet(s) and banded when applicable.

**Delivery:**

Manufacturer shall notify the Owner forty-eight (48) hours prior to delivery of equipment. Delivery shall be made to the City of Glenwood Springs' south yard. Delivery shall be made on open flat bed trailer only.