

**SECTION I
NOTICE AND INSTRUCTIONS TO BIDDERS
BID NUMBER 240807**

1. CALL FOR BIDS

Sealed bids will be received by PUD NO. 1 OF CLALLAM COUNTY, on or before 2:30 p.m., Pacific Time, September 17, 2024, at its office at 104 Hooker Road, Sequim, Washington, to be publicly opened and read at 3:00 p.m.

2. SCOPE

This invitation to bid is for the purchase of two (2) substation transformers:

ITEM A - Old Beaver Camp - One (1) quantity 3-phase, 12/16/20 MVA power transformer without Load Tap Changer, and as specified in SECTION III – SPECIFICATIONS FOR OLD BEAVER CAMP TRANSFORMER. Delivery shall be **FOB Destination** to the specified site listed on SECTION II - Proposal with an estimated delivery of September 2025,

and;

ITEM B - Deer Park – One (1) quantity 3-phase, 20/26/33 MVA power transformer with Load Tap Changer, and as specified in SECTION IV – SPECIFICATIONS FOR DEER PARK TRANSFORMER. Delivery shall be **FOB Destination** to the specified site listed on SECTION II - Proposal with an estimated delivery of June 2026.

3. AVAILABILITY OF CONTRACT DOCUMENTS

Free-of-charge access to bid packets may be viewed and obtained from the following websites:

<https://www.clallampud.net/contractorsprojects/> (to view and download only),

or by registering at <https://mrscrosters.bonfirehub.com/portal/?tab=openOpportunities>
(Registration on the Washington statewide MRSC rosters platform automatically registers viewers to the planholder's list on this project and allows viewing and downloading of this project.)

For all inquiries, please contact the project manager, Doug Adams, Transmission & Substation Systems Supervisor at 360.565.3277 or via e-mail at dadams@clallampud.net. For project document assistance please contact, Jenean Keate, Contracts Coordinator at 360.565.3243 or via e-mail at contracts@clallampud.net.

All questions and inquires will be accepted until September 9, 2024, 4 p.m., Pacific Time. No questions offering clarifications will be answered after that time.

4. SUBMISSION OF BID

Sealed bids may be submitted by mail and sent to PUD No. 1 of Clallam County, Attn: Contracts Coordinator, 100 Hooker Road, Sequim, Washington 98324.

The bid must be in a sealed bid envelope with the name and address of the Bidder, bid

number, due date and time, and title Two (2) Transformers on the sealed envelope and then placed inside the delivery envelope to be mailed. All bid documents, reports, and information must be in English and in standard non-metric units of measurements, except temperatures shall be in degrees Celsius.

If hand-delivered, the sealed and labeled envelope should be brought to the main office at 104 Hooker Road, Sequim, WA 98382. Proposal form must be filled out in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, initialed, and dated.

Sealed bids will be received until 2:30 p.m. Pacific time on Tuesday, September 17, 2024. At 3:00 p.m. Pacific Time, a public bid opening will take place in the Boardroom at the District's Main office at 104 Hooker Road, Sequim, WA.

5. BID SECURITY

Each proposal shall be accompanied by a Certified Check or Cashier's Check payable to the order of the District for a sum not less than five percent (5%) of the amount of the bid, or accompanied by a Bid Bond in an amount not less than five percent (5%) of the total bid with a Corporate Surety licensed to do business in the State of Washington, conditioned that the Bidder will pay to the District as liquidated damages the total amount specified in the Bond unless entering into a contract in accordance with the bid and furnishing a Performance Bond for not less than One Hundred percent (100%) of the contract price within ten (10) days of being notified as being the successful bidder, as required by Section 54.04.080 R.W.C.

If a proposal is not accepted, the Certified Check, Cashier's Check, or Bid Bond will be returned within 90 days to the Bidder furnishing same, except that of the successful Bidder shall be retained until a contract is entered into and a Performance/Payment Bond furnished as mentioned above.

If the Bidder fails to enter into a contract and furnish the Bond within ten (10) days of the date of being notified as being the successful Bidder, the check or Bid Bond and the amount thereof shall be forfeited to the District. No Bidder shall be permitted to withdraw a bid within a period of 30 days after the actual date on which the bids were opened.

6. ESCALATION

The competitive bidding system is based on the premise that all bidders must submit offers under the same terms and conditions to permit fair and equitable comparison. Therefore, offers which are not firm or based on the latest published Bureau of Labor Indices and updated to the bid opening date will be considered nonresponsive and will be evaluated accordingly.

Base bid prices may be escalated following the award date as follows:

- (1) The escalation is based on a fixed percentage increase per month, and this condition was part of the Bidder's original Proposal.
- (2) The escalation is based on a nationally established index, and the Bidder's original bid establishes the percentage of weighted price escalation to apply to each index and the manner in which the price escalation shall be applied.

Any decrease in the price of items covered by escalation provisions at the time of delivery shall

be reflected in the purchase price. Unless otherwise authorized by written change order approved by the District, any provision for escalation of purchase price shall not give rise to any increase in the purchase price beyond that applicable on the specified date of delivery set forth in the Contract or the actual date of delivery, whichever shall be the sooner. In no event shall the supplier withhold delivery solely for the purpose of escalating the purchase price.

The basis and formula for any provisions for escalation shall be clearly set forth in the bid. The successful Bidder shall not make any changes in the escalation terms during the period of the Contract awarded to that Bidder.

7. EXECUTION OF CONTRACT

The District reserves the right to award one (1) or more contracts as determined to be in the District's best interest. The District may accept an individual item or group of items, or schedule of any bid, quote or proposal unless otherwise stated herein.

The Contract, when executed, shall be deemed to include the entire agreement, or any portion thereof, between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the District or by any other person.

8. PROPOSAL IRREGULARITIES OR ERRORS

The District reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the District that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they may occur prior to the execution of any contract that may be awarded thereon.

9. REJECTION OF PROPOSAL

The District reserves the right to reject any or all Proposals, or any portion of any Proposal. Preference consideration may be given to domestic manufacturers with qualified repair facilities within the Western Washington area. Preference consideration may be given to the manufacturers having qualified maintenance and application engineers within the Western Washington area. Preference consideration may be given for previous manufacture of comparable units as qualified by listing.

10. NO-LOAD AND LOAD LOSS

Loss factors will be evaluated as a part of the gross bid price, with no-load loss being evaluated at \$6,330.00/kW and with load loss being evaluated at \$2,120.00/kW. Should the no-load and/or load losses determined under test exceed the Contractor's guaranteed maximum values, the District reserves the right to deduct, as liquidated damages from the purchase price of the transformer, the cost of these excess losses determined by the values above. The District will not grant credit for no-load or load losses that may be lower than the guaranteed maximum values.

11. EQUIVALENT MATERIALS

Proposals for equivalent materials, including pre-owned and/or refurbished, may be considered by the District if detailed information furnished by Bidder shows that such materials substantially comply with the specifications herein. Bidder is to include details in Section II -

12. SUBMITTAL DATA

Full data including manufacturer, type, physical dimensions, characteristics, material used, type of finish and color, and ratings for the equipment proposed to be furnished shall be furnished with the Proposal.

13. CONTRACTOR'S PROPRIETARY INFORMATION

The Contractor acknowledges the District is subject to chapter 42.56 RCW, the Public Disclosure Act, and this Contract shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to the District and claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the District shall maintain the confidentiality of all such information marked or identified as confidential or proprietary. If a request is made to view the Contractor's proprietary information and the District intends to release the information, the District will notify the Contractor of the request and notify the Contractor of the date that such records will be released to the requester. It will be the responsibility of the Contractor to obtain any necessary court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the District will release the requested information.

14. DELIVERY DATE

The delivery date as specified by the Bidder in the Proposal may be used as a factor in deciding the award of the Contract. Therefore, the District reserves the right to deduct the following amounts from the bid price after the quoted delivery date: first 30 days, \$100 per day; each succeeding calendar day, \$200 per day. Delivery date is the date all the material is received by the District.

15. CONTRACT NUMBER

All shipments and documents relative to this Contract should be plainly marked with this number for identification purposes.

16. EMPLOYER'S IDENTIFICATION NUMBER

In carrying out the requirements of Presidential Executive Order 10936, the Bidder must furnish with the Bid, the firm's Employer's Identification Number. This is the number which is used by companies when filing their "Employer's Quarterly Federal Tax Return," U.S. Treasury Department Form 941.

17. SALES TAXES

The cost of any county, city, or metropolitan municipal sales taxes (RCW 82.14) that may be applicable to this transaction will be considered by the Board in evaluation of bids. In the event that a county, city, or metropolitan municipal sales tax is applicable to the proposed purchase, the Board will award the contract to the lowest Bidder, on the basis of the relative amount of the stated bid price plus the amount of county, city, or metropolitan municipal sales and use tax imposed pursuant to Chapter 82.14, Revised Code of Washington (1970 1st Ex. Sess., Chapter 94).

18. PAYMENT OF PREVAILING WAGES MAY BE REQUIRED

1. Custom fabrication of any equipment within the State of Washington and certain labor as required by the Bid Documents may be subject to the wage requirements of RCW 39.12 (Prevailing Wages on Public Works), RCW 49.28 (Hours of Labor), and to RCW 49.46 (Minimum Wage Act) as amended or supplemented. The Contractor, any Subcontractor, and all individuals and firms required to pay prevailing wages under WAC 296-127-010, must pay all laborers, workers, or mechanics no less than the applicable prevailing hourly wage rate and fringe benefits appropriate to the worker's classification. Higher wages and benefits may be paid at the option of the employer.
2. For any labor performed at the DISTRICT point of delivery, the appropriate wages for Clallam County Washington shall apply. For fabrication performed within in the State of Washington however not within Clallam County shall be those appropriate wages for where the work is performed.
3. The Contractor is responsible for assigning the appropriate classification to all laborers, workers, or mechanics that perform any Work under this Contract, under the scope of work descriptions established by the Washington Department of Labor and Industries Industrial Statistician. Laborers, workers, and mechanics must be paid in full at least once each week and in lawful money of the United States. If the Contractor assigns the wrong prevailing wage classification, the Contractor is responsible for and must pay the amount of the corrected prevailing wage. The difference is not subject to an equitable adjustment or Change Order.
4. The Contractor must ensure that all Subcontractors, and all other individuals and firms as applicable, comply with all prevailing wage requirements including payroll reporting requirements and payment of prevailing wages. The Contractor is responsible for any violations of prevailing wage requirements by Subcontractors, individuals, or firms, and The DISTRICT will take enforcement action against the Contractor to remedy any violations and achieve compliance with prevailing wage requirements.
5. Process Regarding Prevailing Wage Standards
 - a. Statement of Intent to Pay Prevailing Wages

Where required, before payment is made by the DISTRICT to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the DISTRICT for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the Prevailing Wage Rate.

In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each Statement of Intent to Pay Prevailing Wages submitted to the Department of Labor and Industries for certification.

The Applicable Prevailing Wages shall be the prevailing wages in effect at the time Bids for this procurement are publicly opened and may be found at: <https://secure.lni.wa.gov/wagelookup/>
 - b. Affidavit of Wages Paid

Prior to release of retainage, the Contractor shall submit to the DISTRICT an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for an Affidavit of Wages Paid submitted to the Department of Labor and Industries for certification.

c. Related Contract Administration

Intent and Affidavits are processed solely through the My L&I website:

<https://secure.lni.wa.gov/home/>

Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

The Contractor or Subcontractor, as applicable, is responsible for payment of fees for each Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid and must submit all forms directly to L&I for approval. The cost of these fees shall be included in the Bid Item prices that comprise this Contract and not invoiced individually.

By submitting any Application for Payment, Contractor certifies that prevailing wages have been paid in accordance with the approved pre-filed Statement(s) of Intent to Pay Prevailing Wages. Copies of the approved intent statement(s) shall be posted at the Contractor's local office and provided to any employee upon request along with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

d. Final Payment

Upon Physical Completion and before final progress payment and funds retained under RCW Chapter 60.28 can be released to the Contractor, the Contractor and each Subcontractor regardless of tier must have an Affidavit of Wages Paid approved by L&I.

e. Disputes

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Washington Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

Date: _____

By: _____
Sean Worthington, General Manager