

**SECTION I  
NOTICE AND INSTRUCTIONS TO BIDDERS  
SUBSTATION BREAKER REPLACEMENT  
BID NUMBER 240808**

**1. CALL FOR BIDS**

Sealed bids for the material described below will be received by PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY (the "District"), on or before 2:30 p.m., Pacific Time, Wednesday, September 11, 2024, to be publicly opened and read the same day at 3:00 p.m., at 104 Hooker Road, Sequim, Washington.

**2. MATERIAL**

The material(s) to be purchased (the "Material") consists of:

Twelve (12) quantity 3ph, 15kV, 1200 AMP Siemens SDV7 Vacuum Power Circuit Breakers, or equivalent meeting all specifications

**FIELD ENGINEERING SERVICES**

A quotation for a Field Service Engineer supervision/testing for a minimum of two (2) days of field engineer time on-site, exclusive of travel time shall be provided. Quotation shall include all costs including per diem, travel and miscellaneous expenses. Quotation shall also include the cost of additional days of Field Service Engineer. Test reports shall be sent to the District within two (2) weeks after completion of field services.

**3. AVAILABILITY OF CONTRACT DOCUMENTS**

Free-of-charge access to view and download plans and specifications can be found at:

- The District's website at <https://www.clallampud.net/contractorsprojects>  
*(to view and download only, not immediately updated on addendums)*
- Or by registering for free at MRSC Rosters Bonfire portal at <https://mrscrosters.bonfirehub.com/portal/?tab=openOpportunities>  
*(This registers viewers to the planholder's list on this project and will be notified immediately of addendums and allows free viewing and downloading of this project.)*

For all inquiries, please contact the project manager, Doug Adams, at 360.565.3277 or via e-mail at [dadams@clallampud.net](mailto: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](mailto:contracts@clallampud.net).

All questions and inquires will be accepted until Tuesday, September 3, 2024, 4:00 p.m., Pacific Time. No questions offering clarifications will be answered after that time.

**4. SUBMISSION OF BID**

Each bidder must submit a bid on the prescribed form and signed by authorized official of the company. Bid 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 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 Substation Breaker Replacement, on the sealed envelope and then placed inside the delivery envelope to be mailed.

If hand-delivered, the sealed and labeled envelope should be brought to the main office at 104 Hooker Road, Sequim, WA 98382.

Sealed bids will be received until 2:30 p.m. Pacific time on 9/11/2024. On the same day, 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 bid 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 bid 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. 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).

## **7. 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.

## **8. CONTRACT NUMBER**

At the time of the execution of the Contract, a Contract number will be assigned by the District to identify the Contract. All shipments and documents relative to this Contract should be plainly

marked with this number for identification purposes.

**9. BID IRREGULARITIES OR ERRORS**

The District reserves the right to waive minor irregularities or minor errors in any Bid, 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 Bid in which they may occur prior to the execution of any contract that may be awarded thereon.

**10. REJECTION AND EVALUATION OF BID**

The District reserves the right to reject any or all Bids, any portion of any Bid, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter bids. In evaluating bids, the District shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. The District reserve the right to include or exclude any option or alternative in the District's opinion is in the District's best interests. If a Bid is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by the District indicates the award will be in the District's best interests. Only firm prices will be considered for award of this bid.

**11. DELIVERY**

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) to destination to 100 Hooker Road, Sequim, WA 98382, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to the District until express written acceptance of delivery and inspection by the District.

Delivery timeline must be submitted on the bid form the Bidder can commit to. The delivery date specified by the Bidder may be used as a factor in deciding the award of the Contract. Therefore, the District reserves the right to either deduct the following amounts from the bid price after the quoted delivery date: first thirty (30) days, \$100 each calendar day, each succeeding calendar day thereafter, \$200 per calendar day or the right to purchase products elsewhere if there is a time constraint. Delivery date is the date all the material is received by the District.

The District reserves the right to refuse or return any delivery which is damaged and the District will not be charged a restocking or return shipping fee for any delivery refused or returned due to damage.

Delivery days and hours are only Monday through Thursday between 7 a.m. and 4 p.m. Pacific Time, except for District recognized holidays.

**SPECIAL SHIPPING INSTRUCTIONS**

Delivery must be scheduled with the District a minimum of two (2) business days prior to arrival at the District's Carlsborg Warehouse, 100 Hooker Road, Sequim, WA 98382. Contact the warehouse foreman, Mike Gould at 360-565-3503.

**12. 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.

**13. 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.

**14. EXECUTION OF CONTRACT**

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.

PUBLIC UTILITY DISTRICT NO. 1  
OF CLALLAM COUNTY

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

By: \_\_\_\_\_  
Shailesh Shere in absence of General Manager