

Material Procurement
Public Utility District #1
of Pend Oreille County

Underground Electrical Wire

Contract No. 19-017



Pend Oreille PUD
P.O. Box 190
N. 130 Washington
Newport, WA 99156

March 2019

**CALL FOR MATERIAL BIDS
PROCUREMENT OF ELECTRICAL WIRE
CONTRACT NO. 19-017**

In accordance with RCW Chapter 54.04, the Public Utility District No. 1 of Pend Oreille County, Washington, hereby solicits sealed bids for the following electrical wire:

- 50,000 #2 Aluminum, 15kV Primary UD TRXLP, 220 Mil Nominal Insulation, Full Concentric Neutral, 2,500 foot reels

Interested parties may obtain full specifications by visiting <https://popud.org/top-links/about-your-pud/contracting-opportunities/>. **Sealed bids** will be received as outlined in the contract documents until 2:00 p.m., April 1, 2019. The bids will be opened and publicly read at that time.

The Public Utility District No. 1 of Pend Oreille County reserves the right to reject any or all bids, to waive any informality in the bidding, or to exercise any other right or action provided by statute. Women and minority-owned businesses are encouraged to bid.

BID PROPOSAL NOTICE AND INSTRUCTION TO BIDDERS

1. **Sealed Bid Proposals** for supplying electrical wire for Public Utility District No. 1 of Pend Oreille County (hereinafter called the “Purchaser”) shall be received by the Purchaser on or before 2:00 p.m., April 1, 2019 at its office at 130 N. Washington, Newport, Washington. The Bid Proposals shall be publicly opened and read on the same day at 2:00 p.m. Any Bid Proposal received subsequent to the time specified shall be promptly returned to the Bidder unopened. Please note that next day post or mail service is not always available or guaranteed to Newport. Bids may be mailed or delivered to:

Pend Oreille PUD
Attn: Contracts Manager/Sealed Bid
P.O. Box 190
130 N Washington
Newport, WA 99156

Bidder submissions will include the completed Bid Proposal Data Form and Bid Bond.

NOTE: Bids may not be submitted by E-mail or Fax.

2. **Bid Terms and Conditions.**

- A. All bids shall be firm and remain valid for thirty (30) days from the bid due date. All bids shall be complete with regard to these specifications.
- B. Standard Manufacture’s Terms & Conditions do not apply unless agreed to by letter or other written form by Purchaser.

3. **Manner of Submitting Bid Proposals.** One (1) original and two (2) copies of Bid Proposals and all supporting instruments shall be submitted on the forms furnished by the Purchaser and shall be delivered in a sealed envelope addressed to the Purchaser. The name and address of the Bidder and the date and hour of the opening of bids shall appear on the envelope in which the Bid Proposal is submitted. Bid Proposals shall be completed in ink or typewritten. No alterations or interlineations shall be permitted, unless made before submission, and initialed and dated prior to the date and time of the Bid Opening as specified in Paragraph 1 above.

4. **Bid Bond.** Each Bid Proposal shall be accompanied by a bid bond in the form attached or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Purchaser, in an amount equal to five percent (5%) of the maximum bid price. Each Bidder agrees, provided its Bid Proposal is one of the three low Bid Proposals, that, by filing its Bid Proposal together with such bid bond or check in consideration of the Purchaser’s receiving and considering such Bid Proposal, said Bid Proposal shall be firm and binding upon each such Bidder and such bid bond or check shall be held by the Purchaser until a Bid Proposal is accepted and a satisfactory Performance Bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the

opening of Bid Proposals, whichever period shall be the shorter. If such Bid Proposal is not one of the three low Bid Proposals, the bid bond or check shall be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

5. Performance Bond. The successful Bidder shall be required to furnish a Performance Bond in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than one hundred percent (100%) of the Contract price. The cost of the Performance Bond shall be included in the total cost of the Bid Proposal and shall not include Washington State Sales Tax.

6. Failure to Furnish Performance Bond. Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Performance Bond within fifteen (15) days after written notification of the acceptance of the Bid Proposal by the Purchaser, the Bidder shall be considered to have abandoned the Bid Proposal. In such event, the Purchaser shall be entitled (1) to enforce the Bid Bond in accordance with its terms, or (2) if a certified check has been delivered with the Bid Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Bid Proposal and such larger amount for which the Purchaser may in good faith contract with another party to supply the required materials for the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Bid Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Performance Bond.

7. Insurance. The Supplier shall be responsible for risk of loss for all materials to be delivered to the Purchaser under this Contract during shipping, handling, loading, and unloading, between the point of departure and the F.O.B. destination points.

8. Taxes. Washington State Sales Tax shall be collected by Contractor from the Purchaser and paid to the State of Washington Dept. of Revenue by the Contractor for all items for which Contractor is required to collect and pay such taxes. Any and all other taxes or charges of governmental agencies shall be the responsibility of the Contractor. For purposes of Washington State Sales Tax, the point of sale shall be deemed to be Newport, Pend Oreille County.

9. Acceptance and Notice of Award. The Purchaser shall review all Bid Proposals received from qualified Bidders and shall determine the acceptability of such Bid Proposals. The Purchaser shall execute and deliver, via express delivery to the successful Bidder, and Acceptance in the form contained herein. The delivery of such Acceptance shall constitute the Purchaser's acceptance of the Bid Proposal and shall serve as a Notice of Award to the successful Bidder. The Notice of Award (if any) shall be issued within twenty-one (21) days of the Bid Opening Date. Should there be any reason why the Notice of Award cannot be issued within such time period, the time period may be extended by mutual agreement of the Purchaser and the Supplier.

10. Contract is Entire Agreement. The Contract to be effected by the acceptance of the Supplier's Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the Purchaser or by any other

person. Any revisions, additions, or deletions to the Contract or Specifications shall be made by written Change Order only and shall be signed by the Purchaser and the Supplier.

11. **Minor Irregularities.** The Purchaser reserves the right to waive minor irregularities or minor errors in any Bid Proposal, if it appears to the Purchaser that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived shall be corrected on the Bid Proposal in which they occur prior to the acceptance thereof by the Purchaser.

12. **Bid Rejection.** The Purchaser reserves the right to reject any or all Bid Proposals.

13. **Delivery of Materials.** The Supplier shall deliver the materials F.O.B. to the Purchaser's Newport, Washington warehouse located at 112 S. Union. **Delivery shall be made by side-load, flatbed truck only.** Acceptance shall be after delivery.

14. **Conditions of Warranty.** The Bidder shall state all conditions of warranty for all materials to be provided by the Bidder to the Purchaser.

15. **Payment and Invoicing.** The Supplier shall address invoices to the Purchaser as follows:

Public Utility District #1 of Pend Oreille County
Attn: Mike Peterson
P.O. Box 190
Newport, WA 99156

16. **Applicable Law.** The Bidder shall comply with all Federal, State, and Local laws and regulations. All written instruments, agreements, bid documents, specifications, and other writing of whatsoever nature which are a part of the Contract shall be construed, for all purposes, exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of Bidders and the Purchaser shall be governed by the laws of the State of Washington. The venue and jurisdiction of any action or claim for or against the Bidder or the Purchaser shall be in the County of Pend Oreille, State of Washington, and in the Superior Courts thereof, according to the jurisdictional amount.

17. **Indemnity.** To the extent of Supplier's negligence, the Supplier shall defend, indemnify, and save and hold the Purchaser harmless from any and all liability, for third party claims, demands, damages, expenses and costs, including reasonable attorney's fees, of every kind and nature based in contract, tort, including negligence, strict liability, or otherwise for injury to or death of any and all persons, including without limitation, employees or representatives or the Supplier, and for damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation tangible property of the Purchaser or of the Supplier, or of land Purchasers or of any other person or persons resulting from or in any manner arising out of or in connection with the performance of the materials under this Contract. The indemnification obligation of this Section shall not be limited by the amount or type of damages paid by or for the Supplier under any Worker's Compensation Statute or other employee disability act or benefit or any other insurance carried by the Purchaser. Excluded from this Section are only those injuries to or deaths of any person

or persons and damage, destruction or loss to or of property, arising from the sole negligence, or willful misconduct of the Purchaser or its employees or representatives. The provisions of this paragraph shall survive any termination of this Contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Public Utility District No. 1 of Pend Oreille County as Purchaser in the penal sum of \$_____ (5% of the Bid Price) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2019.

The Condition of the above obligation is such that whereas the Principal has submitted to the Public Utility District No. 1 of Pend Oreille County a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the procurement of Electrical Wire.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract, attachment hereto (properly completed in accordance with said Bid), and shall furnish a Bond for faithful performance of said Contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid;

then this obligation shall be void. Otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Purchaser may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affected and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety
By:_____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Public Utility District No. 1 of Pend Oreille County P.O. Box 190 Newport, WA 99156, hereinafter called Purchaser, in the total aggregate penal sum of _____ Dollars (\$ _____) (100% of Contract Price) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Purchaser, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the procurement of electrical wire.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and Agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Purchaser, with or without Notice to the Surety and during the one year guaranty period and if the Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Purchaser from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Purchaser all outlay and expense which the Purchaser may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended. The term

"Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract or the Contract Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Purchaser and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Purchaser and Government are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2019.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

By: _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

If Contractor is partnership, all partners should execute Bond.

Bid Proposal Data Form

The Bid Proposal Data Form is to be filled out by the Supplier and submitted with the Supplier's Bid Package:

Quantity	Description	Price	Unit	Total
50,000 feet	No. 2, Aluminum, 15kV Primary UG TRXLP, 220 Mil Nominal Insulation, Full Concentric Neutral, 2,500 foot reels		Per Foot	
	Washington Sales Tax			
	Shipping & Handling			
	TOTAL			

Delivery lead time: _____.

Information on Bid Proposal Data form is guaranteed by Supplier:

Supplier: _____

Supplier's Representative: _____

Name (printed): _____

Date: _____

Bid shall be valid for 30 days from Purchaser's submission deadline.