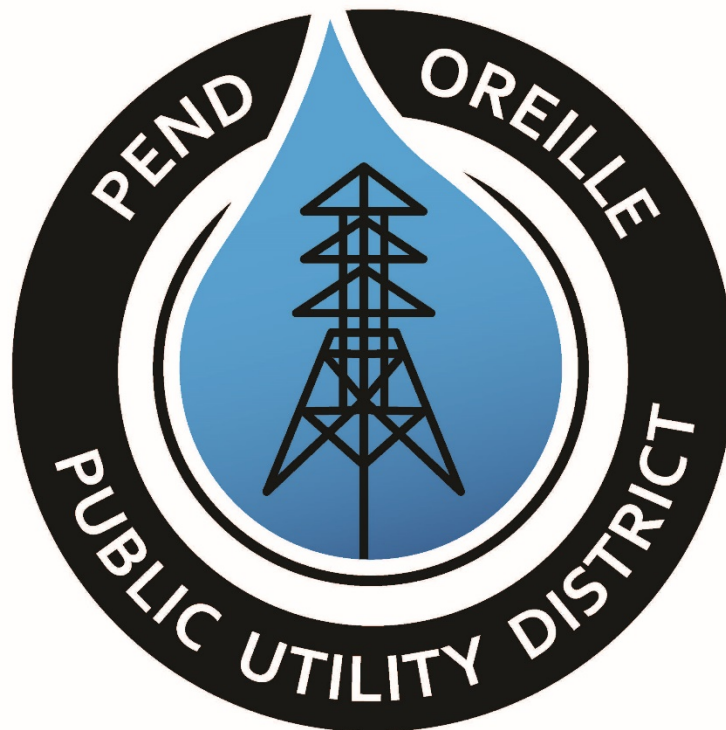


19-006

FULL SPECIFICATION PACKET

45' AND 40' CLASS 2 POLES

PEND OREILLE PUBLIC UTILITY DISTRICT



February 27, 2019

REQUEST FOR SEALED BIDS
19-006
45' AND 40' CLASS 2 POLES
PEND OREILLE PUBLIC UTILITY DISTRICT

Public Utility District No. 1 of Pend Oreille County (the District), is requesting bids for the following poles.

- One full load of WRC, 45 Foot, Class 2, Full Treat with Penta, WQC Inspection, Drilled to Pend Oreille PUD Specification
- One full load of WRC, 40 Foot, Class 2, Full Treat with Penta, WQC Inspection, Drilled to Pend Oreille PUD Specification

Full specifications and the bid forms are available at. Any questions should be directed to ktornow@popud.org.

Three hard copies of the bids are due in a sealed envelope labeled "SEALED BID 19-006" March 15, 2019 at 3:00 p.m. to District Headquarters at 130 N. Washington, Newport, WA 99156 or mailed to PO Box 190, Newport, WA 99156.

Women, minority, and small business enterprises are encouraged to apply. The District is an equal opportunity employer.

Instructions to Bidders

Submitting your bid:

1. Three hard copies of the bids are due by March 15, 2019 at 3:00 p.m. pacific standard time.
2. The copies may be hand delivered and must be in a sealed envelope labeled "SEALED BID 19-006".
 - a. 130 N. Washington
Newport, WA 99156
3. The copies may be mailed and must be addressed to Kenna Tornow and labeled "SEALED BID 19-008".
 - a. PO BOX 190
Newport, WA 99156
4. Bids may not be faxed or emailed.
5. Bids that do not comply with the instructions, will be disqualified.

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.

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.

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.

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.

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.

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 Padmount Electrical Transformers.

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: _____