

**SECTION I
NOTICE AND INSTRUCTIONS TO BIDDERS
BID NUMBER 180802**

1. CALL FOR BIDS

Sealed proposals for furnishing fiberglass transmission poles will be received by PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, on or before 3:00 p.m., Pacific Daylight Time, to be publicly opened and read at 3:30 p.m., Pacific Daylight Time, Wednesday, April 18, 2018, at its office at 104 Hooker Road, Sequim, Washington.

2. SCOPE OF WORK

The Material to be purchased consists of:

Thirty-Two (32) fiberglass poles to be used on a transmission and distribution line project from Laird's Corner Substation to Airport Substation.

3. AVAILABILITY OF CONTRACT DOCUMENTS

Plans and specifications are on file and copies available at the office of PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, 104 Hooker Road, Sequim, Washington. They may also be viewed on the District's website at <https://www.clallampud.net/contractorsprojects>.

4. SUBMISSION OF PROPOSAL

Proposals must be delivered in a sealed envelope addressed to the District, plainly marked "SEALED BID." If mailed, they should be sent to P.O. Box 1000, Carlsborg, Washington 98324. If sending overnight via Fed Ex or Ups, they must be sent to 100 Hooker Road, Sequim, Washington 98382. The name and address of the Bidder, the bid number and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission and initialed and dated.

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 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 cannot be escalated for scheduled deliveries within 90 days from the date of award. Bids not meeting this requirement will be considered as nonresponsive.

Base bid prices may be escalated beyond the 90 days 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.

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 approved 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 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. Preference consideration may be given for previous manufacture of comparable units as qualified by listing.

10. EQUIVALENT MATERIALS

Proposals for equivalent materials may be considered by the District if detailed information furnished by the Bidder shows that such materials substantially comply with the specifications herein.

11. SUBMITTAL DATA

Pole diameters, wall thicknesses, and pole section joint drawings shall be submitted with the bids, together with detailed pole section assembly instructions.

12. 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. The delivery date is the date the material is received by the District. The delivery date of the poles for this project is crucial. The District anticipates being able to award the contract on April 23, 2018. A delivery date of 8 weeks from the award of contract would be acceptable to keep this project on track. The delivery date will be a factor in bid evaluations, with preference given to earliest delivery. Bidders may elect to submit alternate bids with different delivery dates and corresponding pricing if they choose.

13. CONTRACT NUMBER

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

14. 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.

15. SALES TAXES

The cost of any county, city, or metropolitan municipal sales taxes (RCW 82.14) which 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).

16. CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the Bidder and/or subcontractor certify that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. They certify further not to maintain or provide for employees any segregated facilities at any of their establishments, and that they will not permit employees to perform their services at any location, under their control, where facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder further agrees that (except where obtaining identical certifications from proposed subcontractors for specific time periods) the Bidder will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that the Bidder will retain such certifications in the files; and that the Bidder will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

"Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities."

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY



By: _____
John Purvis
Assistant General Manager

Date: April 4, 201