CHEHALIS, WASHINGTON

INVITATION FOR BID

INVITATION FOR BID (IFB) NUMBER: 26-063-IFB

SOLICITATION TITLE: 115 kV Center-Break Vee Substation Disconnect Switches
RELEASE DATE: Friday, November 6, 2026
BID DUE DATE AND TIME: Thursday, December 3, 2026, by 2:00 PM Pacific Time

SEALED Responses will be accepted at the Public Utility District No. 1 of Lewis County (**District**). Clearly identify your package as follows:

Public Utility District No. 1 of Lewis County
26-063-IFB | 115 kV Center-Break Vee Substation Disconnect Switches
321 N.W. Pacific Avenue
Chehalis, Washington 98532

SOLICITATION REPRESENTATIVE:
Marc Ripley; telephone 360-345-1609; email marcr@lcpud.org

PRODUCT DELIVERY LOCATION:
124 Habein Rd., Chehalis, WA 98532

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1 INTRODUCTION AND SCHEDULE OF ACTIVITIES

1.1 PURPOSE

Public Utility District No. 1 of Lewis County (DISTRICT) has a need for six (6) group-operated, three-phase, center-break vee substation disconnect switches with arcing horns, rated 115 kV, 60 Hz, and 1200 A, including all required operating components and delivery.

1.2 SCOPE

This IFB is for the purchase, manufacture, and delivery of six (6) group-operated, three-phase, center-break vee switches with arcing horns in accordance with Exhibit C and all other Contract Documents. Switches shall be shipped completely assembled and adjusted, with all required bolts, pipe, and other required parts. Field installation and enclosure-related services are not included in this purchase.

1.3 MINIMUM QUALIFICATIONS

a. Bidders must be licensed to do business in the State of Washington, or provide a commitment that it will become licensed to do business in Washington State prior to goods delivered or services rendered (if applicable):
   - All in-state Bidders must be licensed in Washington State; for more information contact Washington Department of Licensing.
   - Out-of-state Bidders should seek guidance from the Washington Department of Licensing for specific requirements.

b. Bidders must be able to meet the required goods/services specifications.
   Bidders who cannot meet the minimum qualifications and/or the required Technical Specifications will be rejected as non-responsive and will not receive further consideration. Any bid, quotation or proposal rejected as non-responsive will not be evaluated.

1.4 PERIOD OF PERFORMANCE

The term of the contract resulting from this solicitation shall be from the contract execution date (product order date) through product delivery and any subsequent warranty period. Purchase Orders will be issued by the District. The District requires delivery of all six (6) switches and required parts no later than September 1, 2027. Amendments or change orders issued by the District may reflect modifications of contract terms, funding, or other matters. Include confirmation of the September 1, 2027 delivery deadline with your bid.

1.5 ADDITIONAL PRODUCTS AND/OR SERVICES

The District reserves the right to purchase additional products and/or services within the scope and period of performance of the resulting contract. There is no guarantee to the Bidder additional products and/or services will be ordered. The District reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the District's requirements for the goods or services awarded nor will the District be obligated to purchase the estimated quantity contained in the IFB. Amendments or change orders issued by the District may reflect modification(s) of contract terms, quantities, funding or other matters.

1.6 PRICE REVISIONS

Prices to remain fixed for initial order:

Unless otherwise authorized by the District, **prices shall remain firm for ordered quantities indicated on the bid form through delivery during the initial Period of Performance.** For additional purchase requests after the fulfillment of the original order, the Awarded Vendor may request price changes and shall supply documentation satisfactory to the District such as changes to the Producer Price Index for the commodity, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis will be evaluated by the District to determine if revising the pricing is considered fair and reasonable to the satisfaction of the District. Requests for any such change shall be made in writing to the District. A written amendment/change order issued by the District will institute the price adjustment, provide the new prices and establish the effective date for the new prices. The Vendor shall endeavor to give the District thirty (30) days but not less than fourteen (14) days written notice prior

to the effective date of the price increase. The District may cancel the Contract if the price increase request is not approved. All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to the District retroactive to the effective date of the price reductions.

Effect of Tariffs:
For the purposes of equitable bid evaluations, **increases in cost due to tariffs shall not be assigned to or assumed by the District** after bid submission, acceptance of bid, subsequent award and issuance of a purchase order.

1.7 SOLICITATION REPRESENTATIVE

The Solicitation Representative is the sole point of contact in the District for this procurement. All communication with the District regarding this solicitation shall be with the Solicitation Representative, as follows:

SOLICITATION REPRESENTATIVE	
NAME:	Marc Ripley
E-MAIL ADDRESS:	marcr@lcpud.org
MAILING ADDRESS:	321 N.W. Pacific Avenue
CITY, STATE, ZIP:	Chehalis, WA 98532
PHONE NUMBER:	360-345-1609

Any other communication will be considered unofficial and non-binding. Bidders are to rely on written statements issued by the Solicitation Representative. Communication directed to parties other than the Solicitation Representative may result in disqualification of the Bidder.

Clarifications and Addenda: Interested parties must submit all inquiries in writing via email to the Solicitation Representative or alternatively utilizing the Q&A function of Public Purchase. No verbal answers by any DISTRICT personnel or its agents will be binding on DISTRICT. Official clarifications, changes to deadline dates and responses to questions from the DISTRICT will be in the form of a written Addendum to this IFB. Addenda for this IFB are posted at the solicitation site for this project located at https://www.lcpud.org/bids and the Washington's Electronic Business Solution (WEBS) website located at https://pr-webs-vendor.des.wa.gov/home.html.

All other oral and written communications will be considered unofficial and non-binding unless presented within an official solicitation Amendment. Bidders should rely only on written Amendments issued by the Solicitation Representative. Bidders are encouraged to make any inquiry as early in the process as possible to allow the District to consider and respond; however, no response is required from the Solicitation Representative. If a Bidder does not notify the District of an issue, exception, addition, or omission, the District may consider the matter waived by the Bidder for protest purposes.

1.8 SCHEDULE OF PROCUREMENT ACTIVITIES

SCHEDULE OF PROCUREMENT ACTIVITIES	
ISSUE SOLICITATION DATE SOLICITATION IS RELEASED	November 6, 2026
QUESTIONS DUE FROM BIDDERS DEADLINE FOR BIDDERS TO ASK QUESTIONS OF THE SOLICITATION	November 18, 2026, by 5:00 PM Pacific Time
BIDS DUE / PUBLIC BID OPENING DEADLINE FOR RECEIPT AND TIME OF PUBLIC BID OPENING	December 3, 2026, at 2:00 PM Pacific Time

EVALUATE BIDS PERIOD OF TIME WHEN BIDS WILL BE EVALUATED BY DISTRICT	December 4–14, 2026
ANNOUNCE APPARENT SUCCESSFUL BIDDER AWARD DATE	December 15, 2026
EXPECTED ORDER DATE DATE DISTRICT IS EXPECTED TO PLACE THE ORDER FOR GOODS/SERVICES	December 18, 2026
REQUIRED DELIVERY DEADLINE ALL SIX SWITCHES AND REQUIRED PARTS DELIVERED	September 1, 2027

THE DISTRICT RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE.

1.9 NO ALTERNATIVE TERMS OR CONDITIONS ARE ACCEPTED.

Any alteration, exception, or condition concerning the District's contract terms and conditions or Purchase Order is rejected and may cause the bid to be rejected as nonresponsive. Alternate material specifications may be submitted only as permitted by Exhibit A and shall not modify or condition the Bidder's acceptance of the District's terms and conditions.

1.10 FUNDING

Purchase of goods and/or services resulting from this Solicitation are funded by District dollars.
Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

2 GENERAL INFORMATION

2.1 DEFINITIONS

Definitions for the purposes of this solicitation include:

AWARD DATE – the announcement date of the Apparent Successful Bidder.

BID, QUOTATION or PROPOSAL – a formal offer, submitted by an individual or entity, in response to a solicitation issued for goods and/or services by the District.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CONTRACT – an agreement between District and Awarded Vendor that includes terms and conditions, the solicitation, the bid, quotation or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

DISTRICT – Public Utility District No. 1 of Lewis County, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

GOODS – products, materials, supplies, or equipment provided by a Vendor.

SERVICES – labor, work, analysis, or similar activities provided by a Vendor to accomplish a specific scope of work.

SOLICITATION WEBSITE – The website location for the District's solicitation notification system. Generally, this is located at https://www.lcpud.org/bids. Bidders should review the solicitation website regularly to take notice of updates, addendums and other changes to a solicitation in progress.

VENDOR/BIDDER/CONTRACTOR – individual, firm, organization, company or other entity offering products and/or services. The terms may be used interchangeably throughout this IFB.

WEBS – Washington's Electronic Business Solution System. https://pr-webs-vendor.des.wa.gov/

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday and state legal holidays.

ADDITIONAL DEFINITIONS, Codes and Abbreviations as included with EXHIBIT C: SCOPE OF MATERIAL REQUIREMENTS and EXHIBIT D: SUPPLEMENTAL CONTRACT REQUIREMENTS.

2.2 PRE-PROPOSAL CONFERENCE

If indicated on the cover page of the IFB, a pre-proposal conference may be held. All prospective Bidders are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Bidders to more fully understand the requirements of this IFB.

2.3 NOTIFICATION TO BIDDERS

The District will notify the Apparent Successful Bidder of their selection in writing upon completion of the evaluation process. Individuals or firms whose bids, quotations or proposals were not selected for further negotiation or award will not be notified separately in writing.

2.4 PROTEST PROCEDURES

This procedure is available to Bidders who submitted a response to this solicitation. After the Apparent Successful Bidder is posted to the solicitation website or otherwise notified, the Bidder is allowed two (2) business days to file a protest of the acquisition with the Solicitation Representative. Protests must be submitted in writing via e-mail and signed by the protesting party or an authorized Agent.

The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the solicitation document, or applicable state or federal laws or regulations.

Upon receipt of a protest, a protest review will be held by the District. All available facts will be considered, and a decision will be issued by District General Manager or his/her delegate within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the District's action; or
- Find only technical or harmless errors in the District's acquisition process conduct and determine the District to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the District options which may include:
  - Correct the errors and re-evaluate all bids, quotations or proposals; and/or
  - Reissue the solicitation document; and/or
  - Make other findings and determine other courses of action as appropriate.

If the District determines that the protest is without merit, the District will enter into a contract with the Apparent Successful Bidder.

The District protest decision is final. No appeal process will be required. If a protesting Bidder does not accept the District protest response, the Bidder may try to seek relief from Lewis County Superior Court.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Bids, quotations or proposals submitted in response to this solicitation shall become the property of the District. All bids, quotations or proposals received shall remain confidential until the contract, if any, resulting from this solicitation is signed by the District and the Apparent Successful Bidder; thereafter, the bids, quotations or proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the bid, quotation or proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of Bidder's document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire bid, quotation or proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," the District will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, the District will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the District shall maintain the confidentiality of the Bidder information per the court order.

2.6 REVISIONS TO THE SOLICITATION

The District reserves the right to cancel or reissue all or part of this solicitation at any time as allowed by law without obligations or liability.

In the event that it becomes necessary to revise any part of this solicitation, an amendment will be posted at the Public Purchase website for this solicitation found at https://www.lcpud.org/bids/ and https://pr-webs-vendor.des.wa.gov/ also known as WEBS. Questions & Answers and any other pertinent information shall be provided as an amendment to the solicitation and will be posted at both sites.

2.7 ACCEPTANCE PERIOD

Bids, quotations or proposals must provide 45 calendar days for acceptance by District from the due date for receipt of bids, quotations or proposals.

2.8 RESPONSIVENESS

All bids will be reviewed by the Solicitation Representative to determine compliance with the administrative requirements and instructions specified in this solicitation. To be responsive, a bid must be submitted as a physical, sealed bid and received at the District's designated physical delivery address by the bid due date and time. Electronic, emailed, faxed, or otherwise nonphysical submissions will not be considered responsive bids. Failure to comply with any material requirement of the solicitation will result in rejection of the bid as non-responsive.

The District reserves the right at its sole discretion to waive informalities. An informality is an immaterial variation from the exact requirements of the competitive IFB, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders.

2.9 RESPONSIBLE CRITERIA

In determining whether the Bidder is a responsible Bidder, the District may consider the following elements (RCW 39.26.160(2)):

a. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;

b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
c. Whether the Bidder can perform the contract within the time specified;
d. The quality of performance of previous contracts or services;
e. The previous and existing compliance by the Bidder with laws relating to the contract or services;
f. Whether, within the three-year period immediately preceding the date of the bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor & Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
g. Such other information as may be secured having a bearing on the decision to award the contract.

Responsibility will be determined on a pass/fail basis using the criteria stated above and any other solicitation requirements. Responsibility criteria will not be scored or used to select a higher-priced Bidder over the lowest-cost responsive and responsible Bidder.

The District's determination that a Bidder is not qualified may result in rejection of the submitted bid, quotation or proposal.

2.10 MOST FAVORABLE TERMS
The District reserves the right to make an award without further discussion of the bid, quotation or proposal submitted. Therefore, the bid, quotation or proposal should be submitted initially on the most favorable terms that the Bidder can propose. There will be no best and final offer procedure. The District does reserve the right to contact a Bidder for clarification of its bid, quotation or proposal.

The Apparent Successful Bidder should be prepared to accept this solicitation for incorporation into a contract resulting from this solicitation. Contract negotiations may incorporate some or all of the Bidders bid, quotation or proposal. It is understood that the bid, quotation or proposal will become a part of the official procurement file on this matter without obligation to the District.

2.11 CONTRACT, TERMS & CONDITIONS
The awarded Apparent Successful Bidder is entering into contract including but not limited to the terms and conditions outlined within the solicitation, bid, quotation or proposal, all appendices, all exhibits, associated Statements of Work, Purchase Orders, and all amendments awarded.

2.12 COST TO PROPOSE
The District will not be liable for any costs incurred by the Bidder in preparation of a bid, quotation or proposal submitted in response to this solicitation, in conduct of a presentation, or any other activities related to responding to this solicitation.

2.13 NO OBLIGATION TO CONTRACT
This solicitation does not obligate the District to contract for services specified herein.

2.14 REJECTION OF BIDS, QUOTATIONS or PROPOSALS
The District reserves the right at its sole discretion to reject all bids, quotations or proposals received without penalty and not to issue a contract as a result of this solicitation.

2.15 INSURANCE COVERAGE
Before using any of said rights granted herein and at its own expense, the awarded Bidder shall purchase and maintain, or require its Agents and Subcontractors to purchase and maintain, the insurance described in Exhibit B for the entire duration of the Agreement.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the District.

Bidder shall include all Subcontractors and Agents as insured under all required insurance policies or shall provide separate certificates of insurance for each Subcontractor or Agent. Failure of Bidder to have its Subcontractors and Agents comply with the insurance requirements contained herein does not limit Bidder's liability or responsibility.

2.16 WARRANTY

Unless otherwise more stringently requested in Exhibit C. Scope of Material Requirements, bidder warrants that the goods or services to be provided within the scope of this IFB shall be free from defects in material and workmanship and shall conform to all requirements of the Contract for a period no less than those stated in the attached Exhibits. Any goods or services corrected shall be subject to this subsection to the same extent as the goods or services initially provided. The Bidder shall provide, upon request by the District, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. The District may avail itself of the Bidder or manufacturer's standard warranty if more beneficial to the District. The termination of the Contract shall in no way relieve the Bidder from its warranty responsibility. The Bidder shall cooperate with the District in facilitating warranty related work by suppliers, Bidders, distributors and subcontractors.

2.17 WARRANTY REMEDIES

Whenever possible, the Vendor shall provide "on the spot" settlement of warranty claims or disputes and authorize local representatives to act on the equipment manufacturer's behalf. If at any time during the twelve (12) month period immediately following acceptance of any goods or services covered by the Contract, Vendor or the District discovers one (1) or more material defects or errors in the goods or services or any other aspect in which the goods or services materially fails to meet the provisions of the warranty requirements herein, the Vendor shall, at its own expense and within thirty (30) days of notification of the defect by the District, correct the defect, error or nonconformity. The District shall give written notice of any defect to the Vendor. If the Vendor has not corrected defect within thirty (30) days after receiving the written notice, the District, in its sole discretion, may correct the defect itself. In the case of an emergency where the District believes delay could cause serious injury, loss or damage, the District may waive the written notice and correct the defect. In either case the District shall charge-back the cost for such warranty repair to the Vendor. The Vendor is responsible for all costs of repair or replacement in order to restore the goods or services to the applicable Contract requirements, including shipping charges, for goods or services found defective within the warranty period, regardless of who actually corrects the defect.

3 CONTENTS AND SUBMITTAL INSTRUCTIONS

Vendors are required to read and understand all information contained within this entire bid package including all exhibits. By responding to the solicitation, the Vendor agrees to read and understand all documents.

3.1 SUBMISSION OF BIDS, QUOTATIONS or PROPOSALS and BID GUARANTEE

Bid Form. Complete, sign and return all pages of the District's Vendor Bid Form (EXHIBIT A). The form must be received by the Solicitation Representative by the due date indicated within Section 1.8 Schedule of Procurement Activities of this solicitation, or any amendments. Bids received after the closing date and time will not be considered. Postmarks will not be accepted.

Bid Guarantee. Per RCW 54.04.080 and RCW 54.04.082, bid, quote or proposal amounts that total **$120,000 or more** shall be accompanied by a bid guarantee in the form of a certified check, cashier's check or Bid bond payable to the order of Public Utility District No. 1 of Lewis County for a sum of five percent (5%) of the total amount of the bid. Should the successful bidder fail to enter into Contract within ten (10) days after bid, quote or proposal is accepted, the security shall be forfeited as liquidated damages.

The District reserves the right to hold the certified checks or bid bonds of the three lowest bidders. Checks of all bidders will be returned after the successful bidder has entered into Contract.

Submission of Bids. Bids must be legible, completed in ink or with an electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. All changes and/or erasures shall be initialed in ink. Unverified or Unsigned Bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Bid, such as a signed cover letter. Incomplete or illegible Bids may be rejected. All bids, quotations or proposals and any accompanying documentation become the property of the District and will not be returned. Only bids submitted as instructed are acceptable. Bids faxed, emailed or otherwise electronically delivered, informal quotes or vendor proposals are not accepted. Standard brochures should not be included in the submittals. There should not be any unnecessary attachments, enclosures, or exhibits.

a. Bids are due on or before the day and hour set for opening of bids. Bids, quotations or proposals must be sealed, and should be marked with the following naming convention: *IFB ID Number - Solicitation Title - Bidder Name*.

   Sealed bids, quotations or proposals with Bid Bond (if applicable) shall be physically received by the Public Utility District No. 1 of Lewis County (District) no later than December 3, 2026, at 2:00 PM Pacific Time. Bids will be publicly opened and read aloud beginning at 2:00 PM Pacific Time on December 3, 2026, at the District's Auditorium Meeting Room.

   Clearly identify your package as follows:
   Public Utility District No. 1 of Lewis County
   26-063-IFB | 115 kV Center-Break Vee Substation Disconnect Switches – Name of Bidder
   321 N.W. Pacific Avenue
   Chehalis, Washington 98532.

b. **Electronic copies are supplemental only.** An electronic copy may be uploaded through the procurement website system or provided to the Solicitation Representative upon request, but an electronic copy does not constitute a bid and will not be evaluated unless the District timely receives the corresponding original physical, sealed bid. The electronic copy must be identical to the physical bid and show all signatures.

c. All forms and documents submitted must have a signature of the individual within the organization authorized to bind the Bidder to the offer. The District does not assume responsibility for problems with Bidder's delivery service, mail, e-mail or issues with the Public Purchase system.

d. Bidders should allow sufficient time to ensure timely receipt of the bid, quotation or proposal. Late bids, quotations or proposals will not be accepted and will be automatically disqualified from further consideration, even if the Public Purchase system is found to be at fault.

3.2 IDENTIFICATION OF COSTS

All costs shall be in U.S. dollars including expenses to be charged to accomplish the tasks and to produce the deliverables under this contract. Bidders are required to collect and pay Washington State sales and use taxes, as applicable. Bid, quotes, and proposal prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB. Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification. The proposed pricing levels should reflect the market provided by the Contract resulting from this IFB.

4 EVALUATION AND AWARD

4.1 BASIS FOR EVALUATION

Award will be made to the responsive and responsible Bidder submitting the lowest total bid price calculated in accordance with the Bid Form. Price controls the award among Bidders determined responsive and responsible under the requirements of this solicitation. Base bids and alternate material specifications will be evaluated separately. An alternate material specification will be eligible for award only if the District determines that it is responsive, meets the specifications and technical goals of the procurement, and results in the lowest total bid price among the responsive and responsible bids or alternates under consideration.

The District reserves the right to waive immaterial informalities, reject any or all bids, cancel and re-solicit as permitted by law, and seek clarification that does not alter price or otherwise provide a Bidder an unfair competitive advantage. These reserved rights do not change the basis of award: if the District makes an award, the award will be made to the responsive and responsible Bidder submitting the lowest total bid price. Responses will be evaluated only on the information contained in the timely received physical, sealed bid and any clarification permitted by this solicitation.

4.2 EVALUATION PROCESS

Responsiveness Evaluation - Each timely received physical, sealed bid will first be reviewed on a pass/fail basis for compliance with the administrative and minimum requirements of this IFB. A submission that is not a timely received physical, sealed bid will be rejected as non-responsive and will not be evaluated. A Bidder that does not pass the Responsiveness Evaluation will be deemed non-responsive and will receive no further consideration.

Evaluation of Bids - After responsiveness is established, the District will determine bidder responsibility in accordance with this solicitation. Among bids submitted by responsive and responsible Bidders, the bid with the lowest total bid price calculated in accordance with the Bid Form will be selected for award. No scoring, best-value ranking, or evaluation of non-price preferences will be used to select a higher-priced bid.

Reference Evaluation – The District reserves the right to contact references supplied by the Bidder and references not supplied by the Bidder, and use the information obtained for evaluation purposes (Pass/Fail).

4.3 AWARD DETERMINATION

Bids will not be scored. Evaluation consists of determining responsiveness, determining bidder responsibility, and identifying the lowest total bid price among responsive and responsible Bidders.

4.4 CLARIFICATION OF BID, QUOTE, PROPOSAL

The District may contact a Bidder for clarification of any portion of a Bidder's bid, quote or proposal.

4.5 Contract Finalization with Lowest Responsive and Responsible Bidder

The District may clarify or finalize contract documents with the responsive and responsible Bidder submitting the lowest total bid price, provided that no clarification or finalization changes the bid price or the material requirements of the solicitation. The Bidder shall accept this IFB and its physical bid for incorporation into the resulting contract. The bid will become part of the contract and the official procurement file.

If the selected lowest responsive and responsible Bidder fails to execute the Contract or provide required post-award documents, the District may cancel that award and award to the next-lowest responsive and responsible Bidder or cancel and reissue the solicitation.

EXHIBITS AND ATTACHMENTS FOLLOW

EXHIBIT A – SUMMARY BID FORM
115 KV CENTER-BREAK VEE SUBSTATION DISCONNECT SWITCHES

SIX (6) GROUP-OPERATED, THREE-PHASE SWITCHES WITH ARCING HORNS
PRICE SCHEDULE: 115 kV Center-Break Vee Substation Disconnect Switches

ITEM	DESCRIPTION	QTY	Price Each	Extended
1	**Group-operated, three-phase, center-break vee switch with arcing horns, rated 115 kV, 60 Hz, and 1200 A, complete with all required bolts, pipe, operating components, and other required parts per Exhibit C. Each switch shall be completely assembled and adjusted for shipment. Freight is priced separately under Item 2.**	**6**	**$**	**$**
2	**Freight for all six (6) switches to 124 Habein Rd., Chehalis, WA 98532 (one lot)**	**1**	**$**	**$**
	Subtotal (Item 1 extended price plus Item 2 freight)			**$**
	TOTAL PRICE (before sales tax)	$		
Written TOTAL PRICE before sales tax expressed in Dollars & Cents:				

Item 1 extended price shall equal the price per complete three-phase switch multiplied by six (6). TOTAL PRICE shall include all six (6) switches and the one-lot freight charge, without sales tax.

- Bid pricing shall be expressed without sales tax. Applicable Sales Taxes will be applied on order.
- Bids shall be made on the form provided and for the quantities and sizes shown.
- A Bidder may submit an alternate material specification proposing a different material, product, component, or equipment solution that the Bidder believes meets the specifications and technical goals of the procurement. Each alternate must be clearly identified as an alternate material specification and submitted on a separate sheet with a complete technical description, supporting documentation, a total alternate price for the complete scope of Work, and identification of all differences from the specified material requirements. The alternate price must include all cost components required by this IFB and must not modify or condition the Bidder's acceptance of the District's terms and conditions. The District makes no representation that an alternate material specification will be responsive. Each alternate will be evaluated separately to determine whether it meets the specifications and technical goals of the procurement. Alternate terms and conditions are not permitted.
- The DISTRICT intends to make one aggregate award based on the TOTAL PRICE shown on the Bid Form.
- If the DISTRICT makes an award, it will award to the responsive and responsible Bidder submitting the lowest TOTAL PRICE.

CONTRACTOR / VENDOR / MANUFACTURER CERTIFICATION

I hereby certify, on behalf of the Bidder identified below, as follows (check one):

☐ **No Wage Violations.** This firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

☐ **Violations of Wage Laws.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

The authorized signatory below acknowledges having read and understood the entire solicitation including any amendments and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its bid, quote or proposal.

The signatory below represents that he/she has the authority to bind the company named below to the bid, quote or proposal submitted and any contract awarded as a result of this solicitation.

BIDDER INFORMATION:

BUSINESS NAME: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____

OFFICE PHONE: _____

E-MAIL: _____

TIN (TAX IDENTIFICATION NUMBER):
INTERNAL REVENUE SERVICE _____

WA UBI (Unified Business Identifier):
WA DEPARTMENT OF LICENSING _____

ALL IN-STATE BIDDERS MUST BE LICENSED TO DO BUSINESS IN WASHINGTON STATE.
OUT-OF-STATE BIDDERS SHOULD SEEK GUIDANCE FROM WA DEPARTMENT OF LICENSING FOR SPECIFIC UBI REQUIREMENTS.

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

****SUBMIT ALL PAGES OF THE BID FORM****

EXHIBIT B – SAMPLE PURCHASE ORDER W/ TERMS AND CONDITIONS

Purchase Order No.	19-0309
Date	11/7/2019
Revision Number	

Vendor: 10481

ACME INC
N36 W166 RIVERVIEW DRIVE
GRANITE WI 53051 () - Ext. (Phone)
() - Ext. (Fax)

Bill To:

P.U.D. NO. 1 OF LEWIS COUNTY
321 NW PACIFIC AVENUE
P.O. BOX 330
CHEHALIS WA 98532
(360) 748-9261 (Phone)
(360) 740-2455 (Fax)

Ship To:

P.U.D. NO. 1 OF LEWIS COUNTY
124 HABEIN ROAD
CHEHALIS WA 98532
(360) 748-9261 (Phone)
(360) 740-2422 Ext. (Fax)

Bid, Quote, or Contract Number	Type:	Vendor Email:
IFB 19-45	External	bobby@acme.com

L/N	Item Number / Comment / Project Number	Description / Reference Number / Cost Category ID	U/M	Ordered	Unit Price	Ext. Price
1	BM-48-24X2V.01 NC19-497	EquaLink System BM-48-24x2V.01 P100353012	EA	7	$3,920.00000	$27,440.00
2	STT2V350 NC19-497	400ah Batteries STT2V350 P100353012	EA	24	$273.00000	$6,552.00
3	STT2V200 NC19-497	200ah Batteries STT2V200 P100353012	EA	24	$173.25000	$4,158.00
4	EQ-E-PGL1-1500-693 NC19-497	JST-02 Battery Rack EQ-E-PGL1-1500-693 P100353012	EA	1	$2,474.35000	$2,474.35
5	EQ-SGS2-1800-693 NC19-497	JST-03 Battery Rack EQ-SGS2-1800-69 P100353012	EA	1	$1,774.00000	$1,774.00
6	SC79-34P NC19-497	Spill system SC79-34P P100353012	EA	1	$857.00000	$857.00
7	SC62-25P10 NC19-497	Spill system SC62-25P10 P100353012	EA	1	$517.00000	$517.00
8	BM-TAB-10MM NC19-497	Tab Washers BM-TAB-10MM P100353012	EA	192	$1.00000	$192.00

SAMPLE

Instructions To Vendor			
1. Vendor agrees to the District's Terms and Conditions incorporated herein. 2. The Terms and Conditions of any applicable Washington State Master Contract are incorporated by reference and apply to this Purchase Order. See the "Bid,Quote or Contract" box above. 3. Show Purchase Order Number on all invoices, packages and shipping documents. 4. Mail copy of invoice at time of shipment. 5. Washington State sales tax applies to all orders unless otherwise stated. 6. Payment is contingent on District acceptance of identified deliverables.	Sub Total		$43,964.35
	Tax	8.2%	$3,605.08
	Total		$47,569.43

ver 11272019

EXHIBIT B: STANDARD DISTRICT TERMS AND CONDITIONS

The Vendor shall provide the goods and services described in a Purchase Order or Notice to Proceed subject to the requirements of the Invitation for Bid, the accepted Exhibit A, Bid Form, this Exhibit B, Terms and Conditions, Exhibit C, Scope of Material Requirements, and Exhibit D, Supplemental Contract Requirements, and as further instructed in an approved Purchase Order. Except for alternate material specifications submitted and accepted in accordance with Exhibit A, all additional or different terms proposed by the Vendor are objected to and hereby rejected unless otherwise provided in a writing signed by a duly authorized representative of the District. Through performance of this Purchase Order, the Vendor agrees to these terms and conditions.

1. ORDER OF PRECEDENCE:
   In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: the DISTRICT issued Purchase Order and approved amendments, Exhibit C, Scope of Material Requirements, and any drawings furnished under this Contract, Exhibit D, Supplemental Contract Requirements, Exhibit B, Standard District Terms and Conditions, and the awarded Exhibit A, Bid Form. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Notwithstanding the foregoing order of precedence, where a conflict concerns the technical characteristics, fabrication, installation, testing, delivery, or performance requirements of the materials or equipment, the more specific material specification or requirement shall govern. This exception shall not apply where doing so would limit, waive, or impair the District's rights or remedies for nonperformance, the Vendor's indemnification, insurance, bonding, warranty, or risk-allocation obligations, or any requirement intended to mitigate risk to the District.

2. DEFINITIONS.
   a. "District" means Public Utility District No. 1 of Lewis County.
   b. "Purchase Order" means a District order for goods, services, or both goods and services (the "Deliverables") that becomes a binding contract upon written acceptance or performance by the Vendor, and that consists of the Purchase Order and these Terms and Conditions, and any other specifically referenced documents.
   c. "Vendor" means the individual, partnership, company, or corporation contractually obligated to provide the Deliverables described in this Purchase Order.

3. WARRANTIES. Vendor warrants that all Deliverables provided under this Purchase Order shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein.

4. DELIVERY, INSPECTION, REJECTION, CURE, FORCE MAJURE.
   a. TIME OF THE ESSENCE. Time is of the essence in the performance of this Purchase Order.
   b. SHIPPING & RISK OF LOSS. All goods subject to this Purchase Order shall be shipped F.O.B. destination, unless delivery terms are specified otherwise. Risk of loss of the goods shall pass to the District at the time the goods are accepted by the District.
   c. CHARGES AND FREIGHT. No charges will be allowed for packaging, boxing, crating or cartage, except by specific agreements. All shipments must be prepaid.
   d. INSPECTION. The District's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
   e. REJECTION. The District may reject any nonconforming Deliverables by reasonably notifying the Vendor in writing.
   f. OPPORTUNITY TO CURE. Vendor shall have the right to cure the materiality of any breach prior to the time for performance under this Purchase Order. This right to cure terminates upon the time for performance.
   g. FORCE MAJURE. The delivery date(s) stated is material, and any delay may result in additional costs to District. However, the agreed schedule may be changed if District determines that the delay was due to unforeseeable causes beyond the control and without

the fault or negligence of Vendor and if Vendor notifies District in writing of the cause of such delay within a reasonable time from the beginning thereof of such a longer period as District may grant in writing. Failure to meet scheduled delivery may result in termination of Purchase Order.

5. INVOICING & PAYMENT.
    a. PROGRESS PAYMENTS:
    Contractor for the six (6) 115 kV center-break vee substation disconnect switches may request progress payments for the goods and services ordered by the DISTRICT.

    Performance Bond Required for Progress Payments. Any contract that permits progress payments, partial payments prior to final delivery and acceptance, advance fabrication payments, milestone payments, or similar interim payments shall require a Performance Bond in an amount equal to one hundred percent (100%) of the total awarded contract price. The Performance Bond shall be furnished within ten (10) business days of receipt of the award letter and shall remain in full force and effect until final acceptance of the Work and fulfillment of all contractual obligations. No progress payment shall be due or payable until the required Performance Bond has been received and accepted by the DISTRICT. The requirement for a 100% Performance Bond is material to the Contract and may not be waived except by written amendment executed by the DISTRICT.

    The following schedule reflects the minimum consideration for progress payments.

        (1) 10% upon DISTRICT's approval of Contractor submitted time schedule and fabrication reservation.
        (2) 20% upon DISTRICT's approval of Contractor's final switch and operating-mechanism drawings.
        (3) 25% on completion of manufacture of the six (6) center-break vee switches at the manufacturing facility.
        (4) 25% on completion of final assembly, adjustment, and testing of all six (6) switches at the manufacturing facility.
        (5) 10% on delivery of all six (6) switches and required parts to 124 Habein Rd., Chehalis, WA 98532.
        (6) 10% on final acceptance by the DISTRICT.*

    *Where prevailing wages are required, this agreement is subject to the appropriate retainage.

    b. ADVANCE PAYMENT PROHIBITED. Excepting for allowed Progress Payments, no payments in advance or in anticipation of goods or services to be provided under this Purchase Order shall be made by District.
    c. INVOICING. Vendor shall provide original invoices. Each invoice shall reference the Purchase Order number.
    d. IDENTIFICATION. All invoices, packing lists, packages, instruction manuals, correspondence, shipping notes, shipping containers, and other written documents relating to this Purchase Order shall be identified by the Purchase Order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
    e. PAYMENT. Payment shall be made net 30 days of receipt of invoice. Payment is contingent on District acceptance of identified Deliverables.

6. DEFAULT, REMEDIES, WAIVER.
    a. DEFAULT. Vendor shall be in default if it is in material breach of any term or condition of this Purchase Order. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.
    b. REMEDIES
        (1) With respect to any nonconforming Deliverables, the District may elect to do one or more of the following:

(a) Specific performance. If the Deliverables are unique, sole sourced, or otherwise deemed by the District to be unavailable elsewhere, the District may demand specific performance.
(b) Cover. The District may obtain substitute Deliverables and charge the Vendor the difference between the cost of the substitute Deliverables and the contracted for price in this Purchase Order.
(c) Price reduction. The District may retain nonconforming Deliverables and equitably reduce the price of the Purchase Order based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
(d) Return. The District may return or set aside for pickup by the Vendor any nonconforming goods and terminate this Purchase Order for cause.

(2) The Vendor shall be liable for all incidental and consequential damages caused by any breach of this Purchase Order. Such damages may be recovered, in whole or in part, by equitable price reduction or credit against any amounts that may be owed to the Vendor under this Purchase Order.
(3) THE DISTRICT'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THIS PURCHASE ORDER. FURTHERMORE, IN THE EVENT OF A TERMINATION OF THIS PURCHASE ORDER, THE DISTRICT'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER SHALL NOT EXCEED THE PURCHASE PRICE OF SERVICES RENDERED OR GOODS DELIVERED PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION.
(4) The rights and remedies provided by this Purchase Order are cumulative and (except as otherwise provided in this Purchase Order) are not exclusive of any other or additional rights or remedies provided by law.

c. WAIVER. Waiver of any breach or default shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms of this Purchase Order unless stated to be such in writing by a duly authorized representative of the District.

7. TERMINATION. Except as provided below, this Purchase Order shall terminate upon successful performance of all obligations by both parties.
   a. TERMINATION DUE TO CHANGE IN FUNDING. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Purchase Order and prior to normal completion, the District may terminate the Purchase Order without advance notice, subject to renegotiation at the District's discretion under those new funding limitations and conditions.
   b. TERMINATION FOR CAUSE. In the event the District determines the Vendor is in default, the District shall have the right to suspend or terminate this Purchase Order. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Vendor: (1) was not in default; or (2) failure to perform was outside of its control, fault, or negligence.
   c. TERMINATION FOR CONVENIENCE. Except as otherwise provided in this Purchase Order, the District may, by ten (10) days written notice, beginning on the second day after mailing, terminate this Purchase Order, in whole or in part.

8. DISPUTE RESOLUTION. Except as otherwise provided in this Purchase Order, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.
   a. Nothing in this Purchase Order shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method such as a dispute hearing, a dispute resolution board, or arbitration.

9. ATTORNEY FEES & COSTS. If the District consults or retains an attorney because of any failure by the Vendor to perform any obligation hereunder or because of any dispute with Vendor as to the meaning of this contract, regardless of whether or not litigation or other grievance procedures are commenced, Vendor shall pay District all attorney's fees so incurred by District.

10. INDEMNIFICATION. To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the District, and all officials, agents, and employees of the District, from and against all claims for injuries or death arising out of or resulting from the performance of the Purchase Order.
    a. Vendor's obligation to indemnify, defend, and hold harmless includes any claim by the Vendor's agents, employees, representatives, or any subcontractor or its employees.
    b. Vendor expressly agrees to indemnify, defend, and hold harmless the District for any claim arising out of or incident to Vendor's or any subcontractor's performance or failure to perform the Purchase Order. Vendor's obligation to indemnify, defend, and hold harmless the District shall not be eliminated or reduced by any actual or alleged concurrent negligence of the District or any of its agents, employees, and officials.
    c. Vendor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the District and its officials, agents, or employees. These provisions of Indemnification shall survive any termination of this Contract.

11. ANTITRUST. The Vendor hereby assigns to District any and all of its claims for price fixing or overcharges which arise under federal or state law relating to the goods, products, or services purchased under this Purchase Order.

12. INSURANCE. The Vendor shall procure and maintain Workers' Compensation insurance in the amount required by law, General Liability insurance at a minimum of $1,000,000 per occurrence and
    a. $2,000,000 general aggregate, and Automobile Liability Insurance at or above the amount required by law, at its own expense, for all work related to the performance of this Purchase Order.

13. INTEGRATION & RULES OF PRECEDENCE.
    a. INTEGRATION. This Purchase Order contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Purchase Order shall be deemed to exist or to bind any of the parties hereto.
    b. RULES OF PRECEDENCE. Any inconsistency, conflict, or ambiguity among the Contract Documents shall be resolved in accordance with Section 1, Order of Precedence, of this Exhibit B.

14. MODIFICATIONS AND CHANGE ORDERS.
    A Purchase Order may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

    a. Changes in Work, Contract Sum, and Contract Time by Change Order: DISTRICT may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by DISTRICT causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made, and such adjustment(s) shall be incorporated into a Change Order.

    b. DISTRICT may request Change Order Proposal from Contractor: If DISTRICT desires to order a change in the Work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from DISTRICT, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the

Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

c. Change Order Proposal negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, DISTRICT may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, DISTRICT may direct Contractor to proceed immediately with the Change Order work. Contractor shall not proceed with any change in the Work until it has obtained DISTRICT's approval. All Work done after any DISTRICT-directed change in the Work shall be executed in accordance with the Contract Documents.

d. Change Order as full payment and final settlement: If DISTRICT and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

e. Failure to agree upon terms of Change Order; Final offer and Claims: If DISTRICT and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from DISTRICT. DISTRICT shall provide Contractor with its written response within 30 Days of Contractor's request. DISTRICT may also provide Contractor with a final offer at any time.

f. Upon satisfactory submittal by the Contractor and approval by the DISTRICT of supporting cost data, a Change Order will be executed. The DISTRICT will not make payment to the Contractor for Field Order work until that work has been incorporated into an executed Change Order.

15. ASSIGNMENT & SUBCONTRACTING.
    a. ASSIGNMENT. Neither this Purchase Order, nor any claim arising under this Purchase Order, shall be transferred or assigned by the Vendor without prior written consent of the District.
    b. SUBCONTRACTING. Neither the Vendor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Purchase Order without obtaining prior written approval of the District.

16. COMPLIANCE WITH APPLICABLE LAW. At all times during the term of this Purchase Order, the Vendor shall comply with all applicable laws.

17. PUBLICITY. The Vendor shall not name the District as a customer, nor use any information related to this Purchase Order, in any format or media, in any of the Vendor's advertising or publicity without prior written consent from the District.

18. INDEPENDENT VENDOR. The parties intend that an independent Vendor relationship will be created by this Purchase Order. The Vendor and its employees and agents performing under this Purchase Order are not employees or agents of the District. Conduct and control of the work to be performed under this Purchase Order shall be solely within the purview of the Vendor.

19. CHOICE OF LAW & VENUE. This Purchase Order shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action that arises out of or

is related to this Purchase Order shall be in the United States District Court for the Western District of Washington, situated in Tacoma, or in Superior Court for the State of Washington Lewis County at the option of either party.

20. SEVERABILITY. In the event any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

21. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. The provisions of RCW 62A, 2-609 shall apply to this transaction.

22. MATERIAL REQUIREMENTS. The materials furnished hereunder shall conform to minimum specification, standards, and/or requirements of R.E.A., O.S.H.A., and/or W.I.S.H.A., A.N.S.I., N.F.P.A., I.P.C.E.A., N.E.M.A., A.S.T.M., A.E.I.C., where applicable.

23. ERRORS AND OMISSIONS. The District shall not be held responsible for computational or clerical mistakes.

24. 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 Lewis County Washington shall apply. For fabrication performed within the State of Washington however not within Lewis 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 for any work within the state of Washington; before any 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.

EXHIBIT C – Scope of Material Requirements — 115 kV Center-Break Vee Substation Disconnect Switches

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY
115 kV, 1200 A SUBSTATION DISCONNECT SWITCHES WITH ARCING HORNS

General — Work Included

This specification encompasses the manufacturing and delivery of six (6) group-operated, three-phase, center-break vee switches and arcing horns for 115 kV, 60 Hz, and 1200 A.

Ratings

- Nominal voltage: 115 kV
- Maximum voltage: 123 kV
- Rated impulse withstand voltage (BIL): 550 kV
- Rated frequency: 60 Hz
- Continuous rated current: 1200 A
- Fault withstand: 61 kA
- Insulator TR No.: 286

Characteristics

- Mounting position: Horizontal mount
- Phase spacing: 9 ft
- Installation height: Approximately 10 ft to base of switch
- Switch type: Center-break vee switch
- Current interrupting: Arcing horns
- Maximum installation elevation: 3,000 ft
- Operation: Manual

Other Requirements

- The operating handle shall be 4 ft above the ground.
- The connector pads shall be parallel to the ground.
- The connector pads shall be NEMA 4-hole pads.
- The control handle shall be a horizontal operating handle.
- Steel drawings shall be sent after bidding is completed.
- The switches shall be delivered no later than September 1, 2027.

Shipping

- The switches shall be shipped completely assembled and adjusted.
- Switches shall be shipped with all required bolts, pipe, and any other required parts.
- Each package shall be marked with the proper identification.
- Packages shall be delivered to: 124 Habein Rd., Chehalis, WA 98532.

Distinctive Features — Nameplate Markings

Nameplates for the air switches shall carry the following minimum information:

- Manufacturer’s name and address
- Manufacturer’s type and designation number
- Rated voltage
- Rated maximum voltage
- Rated continuous current
- Rated short-time current
- Rated impulse withstand voltage (BIL)
- Allowable continuous current class

Contact Information — Project Engineer
Wyatt Bush
Email: wyattb@lcpud.org
Phone: 360-523-8093
Address: 321 NW Pacific Ave., Chehalis, WA 98532
The Project Engineer is the technical contact. During solicitation, all bidder communications shall be directed to the Solicitation Representative in accordance with Section 1.7.

EXHIBIT D – SUPPLEMENTAL CONTRACT REQUIREMENTS

1. **Other Requirements**
    1. **Performance Bond Required for Progress Payments**
        a. The District considers the timely delivery of the equipment crucial to the capital plan. When the Contract permits progress payments, partial payments before final delivery and acceptance, advance fabrication payments, milestone payments, or similar interim payments, a 100% Performance Bond is required to mitigate this risk.

        b. For any Contract permitting such payments, Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, a Performance Bond in the amount of one hundred percent (100%) of the total awarded contract price. The Performance Bond shall utilize the bond form attached as Exhibit F and be issued by a company admitted to do business within the State of Washington and rated A-, Class VII or better in the most recently published edition of Best's Reports; any exception shall be reviewed and approved by DISTRICT before the Contract is accepted. The Performance Bond shall remain in full force and effect until final acceptance of the Work and fulfillment of all contractual obligations. No progress or other interim payment shall be due or payable until the Performance Bond has been received and accepted by DISTRICT. The requirement for a 100% Performance Bond is material to the Contract and may not be waived except by written amendment executed by DISTRICT. If DISTRICT utilizes the security, Contractor may be required to replace the portion utilized within five (5) business days after receiving written notice from DISTRICT. Contractor shall not perform Work for which an interim payment is requested unless the Performance Bond has been accepted by DISTRICT. If DISTRICT determines that the security document or amount has become unsatisfactory, Contractor shall suspend such Work and, within thirty (30) days after notification, replace the security with one acceptable to DISTRICT or supplement the amount of the existing security.

        c. If the Performance Bond is called and found insufficient to remedy performance, the DISTRICT reserves the right to continue to recover the insufficient amounts required to remedy performance of the Contractor.

    2. **Correspondence and Meetings**
        1. After order, all correspondence, drawings and instruction books shall be sent to:

Public Utility District No. 1 of Lewis County
Attn: Wyatt Bush
P.O. Box 330
Chehalis, WA 98532
Office: (360) 345-1495
Cell: (360) 523-8093
Email: wyattb@lcpud.org

2. The MANUFACTURER shall inform DISTRICT in writing of the address for sending official correspondence and the contact information for the MANUFACTURER's project manager for the Contract.
    a. MANUFACTURER shall keep the DISTRICT informed in writing of contact information for the MANUFACTURER's project manager and field service personnel, updated as necessary throughout the duration of this Contract.
3. Periodic progress meetings may be scheduled over the course of the Work, as mutually agreed by DISTRICT and MANUFACTURER.
    a. The MANUFACTURER shall participate in planned and unplanned meetings with the DISTRICT to properly coordinate the Work.
4. The MANUFACTURER shall prepare notes of each meeting and submit them to the DISTRICT for review and comment within five days of the meeting.

3. **Liquidated Damages**

1. The MANUFACTURER shall deliver all six (6) center-break vee switches with arcing horns and all required parts to 124 Habein Rd., Chehalis, WA 98532 no later than September 1, 2027. Failure to do so may result in damage to the DISTRICT. It is agreed that the MANUFACTURER shall pay to the DISTRICT as liquidated damages and not as a penalty, a sum equal to one thousand dollars ($1,000.00) for each and every calendar day delivery is delayed beyond September 1, 2027. Such amount shall be deducted from any money due the MANUFACTURER. In no event shall the amount of liquidated damages for late delivery exceed 10% of the Bid Item Price. When delays exceed the liquidated damages cap the DISTRICT may cancel the order without financial penalty.
2. The liquidated damages have been specifically negotiated by and between the MANUFACTURER and DISTRICT because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the DISTRICT would in such event sustain and said amount has been determined to be a reasonable estimate of the amount of damages which the DISTRICT would sustain in the event of late delivery of the materials/equipment.
3. If the MANUFACTURER's performance of this Contract is prevented or delayed by any cause which is beyond the reasonable control and without the fault or negligence of the MANUFACTURER, and which condition was not foreseeable by the MANUFACTURER at the time this Contract was entered into, the Contract time shall be extended for such reasonable time as the DISTRICT shall determine.
    a. The MANUFACTURER agrees to complete performance within the Contract time as thus extended.
    b. Such extensions shall postpone the beginning of period for payment of liquidated damages but they and the events producing them shall not be grounds for claim by the MANUFACTURER of damages or for additional costs, expenses, overhead or profit or other compensation.
    c. Except for delays caused by the acts or omissions of the DISTRICT or persons acting for it, extensions of time granted by the DISTRICT to the MANUFACTURER shall be the MANUFACTURER's sole and

exclusive remedy for any delays due to causes beyond the control of the MANUFACTURER.

4. All claims for extension of time shall be made in writing to the DISTRICT no more than three (3) days after the MANUFACTURER knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived.
    a. In the case of a continuing cause of delay only one claim is necessary. MANUFACTURER's failure to give such notice promptly and within such time limit shall be deemed sufficient reason by the DISTRICT for denial of any time extension request.
5. Avoidable delays in the performance of this Contract, for which no time extension shall be granted, shall include all delays which in the opinion of the DISTRICT could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the MANUFACTURER or his Subcontractors.
6. All changes in the delivery schedule shall be made by Change Orders in accordance with the process defined in the Exhibits to this IFB.

4. **Limitation on Consequential Damages**

   The DISTRICT is willing to negotiate a limitation on consequential damages for which, except as provided in Liquidated Damages, the Contractor at a minimum shall be liable to the District for any loss of profits or revenue, loss of use of power generating equipment, cost of capital, cost of purchased or replacement power or other consequential damages resulting from defects in goods furnished or Work performed in furtherance of the Contract to an amount no less than that of the awarded contract price. This limitation shall not apply to the extent of insurance required under this Contract nor shall it apply to limit Contractor's obligations under General Conditions, Patents and Royalties.

5. **Material Safety Data Sheets and Waste Reduction Notification**
    1. The MANUFACTURER shall furnish material safety data sheets (MSDS, OSHA Form 20) on all chemicals and hazardous materials specifying generic and trade name of product, product specification, full hazard information including receiving and storage hazards, instructions and special equipment needed for handling.
        a. Information on approved containers and instructions for the disposal of said material is also required.
        b. MSDS shall be furnished with each shipment of chemicals and hazardous materials.
6. **Service Bulletins**
    1. Service Bulletins shall be provided to DISTRICT.
        a. The MANUFACTURER shall be responsible for providing all service bulletins/advisories on the switches provided and all associated ancillary equipment after delivery.
        b. This is to be an ongoing process provided by the MANUFACTURER to keep DISTRICT informed of any mechanical and/or electrical problems, which may cause breakdown or failure of the equipment, or more importantly, jeopardize personnel working near the equipment.
            1. This service shall continue beyond the standard warranty period

and any fee for this service shall be included in the purchase price of the switches.

2. This correspondence shall be sent to:

Public Utility District No. 1 of Lewis County

Attn: Engineering Manager
P.O. Box 330
Chehalis, WA 98532

EXHIBIT E – PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal(s) (hereinafter called the Principal), and _____, of _____, corporation of the State of _____, as Surety (hereinafter called the Surety), are held and firmly bound unto _____ (hereinafter called the Obligee) in the sum of _____ ($_____) Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS THIS _____ day of _____, 20___.

WHEREAS, said Principal is submitting herewith a bid or proposal for _____ _____ _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall be awarded the contract which said Principal has proposed to undertake, briefly described above, and shall, within the time allowed after notice of such award, enter into contract pursuant to such award and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise the amount hereinabove specified in this Bond shall be paid to the Obligee as liquidated damages, all in accordance with Revised Code of Washington, Section 54.04.080.

(COMPANY)

By _____ (Seal)

(BONDING COMPANY)

By _____

EXHIBIT F – SAMPLE PERFORMANCE BOND

PERFORMANCE BOND to Public Utility District No. 1 of Lewis County, Washington

Performance Bond No._____

The Public Utility District No. 1 of Lewis County, Washington (Utility) has awarded to: _____ (Principal), a contract for the manufacture and delivery of equipment designated as 115 kV Center-Break Vee Substation Disconnect Switches | 26-063-IFB and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and (Surety), a corporation organized under the laws of the State of and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the Utility, in the sum of _____ US Dollars ($_____) Contract Award Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, extension of the Contract term, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, extension of the Contract term, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL	SURETY
_____	_____
Principal Signature Date	Surety Signature Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

_____

_____

SAMPLE