



KITTITAS COUNTY PUD

2020 ANNUAL POWER TRANSFORMER BID

BID CALL #20-001

Formal Bid Package Outline / Requirements
(RCW 54.04.070 – 54.04.092)

**All Kittitas County PUD formal bids for Material, Electrical Equipment,
and Vehicles must follow the attached template**

Section A. Advertisement for Bids

Section B. Instructions to Bidders

Section C. Bid Form

Section D. Technical Specifications

Section E. Contract

Section F. Bid Bond

Section G. Performance Bond



SECTION A

ADVERTISEMENT FOR BIDS

Sealed bids will be received by Public Utility District No. 1 of Kittitas County at the office of the District at 1400 Vantage Highway, Ellensburg, Washington 98926, on **December 18, 2019 at 3:00 PM**, at which time they will be opened and read aloud for the furnishing of the following:

Electrical Power Distribution Transformers

Complete plans and specifications and contract documents are on file at the office of the District and copies may be obtained by interested bidders by contacting the Admin Assistant, Kelly Carlson, 1400 Vantage Hwy, Ellensburg WA or email kelly.carlson@kittitaspud.com. Bids are to be made on all items covered in the proposal, for the complete work.

Each bid shall be accompanied by a certified check or bid bond, payable to the order of Public Utility District No. 1 of Kittitas County in the sum of 5% of the total amount of the bid, to be forfeited to the District by the successful bidder in case the bidder fails to enter into a contract and files an acceptable surety bond in the sum of the contract price to fulfill the conditions of the contract within ten (10) days from the date on which the bidder is notified. No bidder may withdraw its bid after the hour set for the opening thereof or before contract award unless the award is delayed for a period exceeding thirty (30) days.

All proposals must be made on the District's Proposal form and in accordance with the Instructions to Bidders. Bids shall be identified on the outside of the envelope as

BID NO. 20-001 OPENING DATE: December 18, 2019 at 3:00 PM

Public Utility District No. 1 of Kittitas County reserves the right to reject any or all bids, to waive all informalities in the bidding and to accept and split the award on an item basis unless the bidder so states in the bid that the bid is for all items or none. Public Utility District No. 1 of Kittitas County also reserves the right to accept the bid which the Commission feels will be in the best interest of the District regardless of bid price, and bidders by submitting bids agree to this condition.

Dated this 26th day of November, 2019.

PUBLIC UTILITY DISTRICT NO.1
OF KITTITAS COUNTY

Perry Wood, Operations Manager

(Publish 12/03/2019; 12/10/2019; 12/16/2019)



SECTION B

INSTRUCTIONS TO BIDDERS

Bid No. 20-001, Opening Date: December 18, 2019 at 3:00 PM

1. Instructions and Bid Requirements. Bidders will observe the following instructions. These instructions are supplemental and in addition to those contained in the "Advertisement for Bids" and must be observed in preparing bids.
2. Bid Documents. Complete plans and specifications and contract documents are on file at the office of the District and copies may be obtained by interested bidders by contacting Admin Assistant, Kelly Carlson, 1400 Vantage Hwy, Ellensburg WA or email kelly.carlson@kittitaspud.com.
3. Bids. Bids must be for the items and/or alternates as specified by the Contract Documents. Alternate bids not called for in the specifications will be considered at the discretion of the District.
4. Bids Forms. Bids shall be made upon the "Proposal" form herein furnished with all Information typed or in ink and all details properly filled out. Any alternate proposals shall be submitted as separate items but may be enclosed with the "Proposal" bid.
5. Submission of Bids. All bids must be sealed, addressed to and delivered to the District at 1400 Vantage Highway, Ellensburg, WA 98926 on or before the day and hour set for opening of bids in the "Advertisement for Bids." Said bids shall each be marked "**Sealed Bid**" and identified on the envelope with the name of the bidder and the number **20-001**. Faxed Bids **will not be** accepted.
6. Bid Bonds. Each bid must be accompanied by a certified check or proposal bond, payable to the order of the District, for a sum of five percent (5%) of the total amount of the bid. The Bid bond shall be forfeited to the District in accordance with RCW 54.04.080 if the successful bidder does not furnish a performance bond within ten (10) days from the date from which it is notified that it is the successful bidder. No bidder may withdraw its bid after the hour set for the opening. Any withdraw request from bidder prior to the bid opening shall be in writing.
7. Addenda. Any changes, additions or deletions to the specifications shall be made by written addendum only. Should a bidder find discrepancies in or omissions from the Contract Documents, or should there be doubt as to their meaning, the bidder shall at once notify the Operations Manager of Public Utility District No. 1 of Kittitas County, and if the point in question is not clearly and fully set forth, a written addendum will be mailed or delivered to each person who has been issued a set of Contract Documents. Each person requesting an interpretation will be responsible for the delivery of the request (in writing) to the Operations Manager of the District. The District will not be bound by nor be responsible for any other explanation or interpretations of the proposed documents other than those given in writing as set forth in this paragraph. Oral instructions,



interpretations or representations shall not be binding upon the District. Any addenda issued prior to the final time of receiving proposals shall accompany the proposals when submitted and shall become a part of the Contract Documents.

8. Responsible Bidder. The bid will be awarded to the lowest responsible bidder provided the bid is reasonable and it is to the interest of the District to accept. The District, however, reserves the right to reject any or all bids and to waive any informalities in bids received. The District reserves the right to award any item or items separately to the lowest and best qualified bidder.
9. The Kittitas PUD encourages open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed proposals, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Bidder shall by virtue of submitting a proposal representation and warrant that the Bidder has not conspired with any other Bidder to discuss bids or agree on any coordinated, minimum, maximum, fixed or uniform price. Violation of this representation and warranty shall render void the proposal of such Bidders. Any disclosure to or acquisition by a competitive Bidder in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor may render the entire proceedings voidable at the discretion of the Kittitas PUD.
10. Lowest Responsible Bidder. In determining the "lowest responsible bidder" in addition to price, the District will give consideration to the following elements or supplemental criteria:
 - 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 service;
 - e) the previous and existing compliance by the bidder with laws relating to the contract and services;

In this regard, the bidder shall furnish with its proposal the information necessary for the District to evaluate these elements and supplemental criteria. Such information shall include but not be limited to; i) organization chart and background of company, ii) location of headquarters and/or manufacturing and service facilities, iii) financial capability and resources such as annual report, assets and liabilities, iv) Pacific Northwest utility users' or client list for past five years, and v) other information having a bearing on the decision to award the contract.

11. Shipping. Bids shall cover delivery **F.O.B.** Public Utility District No. 1 of Kittitas County, 1400 Vantage Highway, Ellensburg, WA, 98926. **Shipment F.O.B.** other than the above with freight allowance to destination will not be acceptable.



12. Warranty. Bidder shall furnish with its proposal a full explanation of the type and extent of the bidder's warranty for this equipment. No other conditions of sale shall apply to bids for the contract except those submitted by the bidder with its proposal. The minimum acceptable warranty shall be for one year from date of written acceptance of the equipment by the District.
13. Sales Tax. Washington State sales tax shall **not** be included in the "price by item" line on the bid form, but the bidder shall enter its applicable percentage in the space provided on the bid form. The "price by item" plus tax will be used in the bid evaluation. Sale tax should be entered as a percentage (8.3%) on the bid form.
14. Bid Item Quantities/Purchases. The quantities of material listed on the attached bid sheets are for bidding purposes only. Kittitas County PUD does not guarantee quantities shown will be purchased. It is offered to provide the bidder with an estimated quantity. The bidder shall make such revisions in their paperwork as necessary to accommodate changes in the demand without additional compensation.
15. Non-discrimination and Equal Opportunity. Bidder agrees to comply with all federal and Washington State statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for Bidding Terms; (j) RCW 49.60.030 Freedom from discrimination and (k) the requirements of any other nondiscrimination statute(s) which may apply to these Bidding Terms.
16. Applicable laws and venue. The laws of the State of Washington shall govern these Bidding Terms and the Contract. Further, the place of performance and transaction of business shall be deemed to be in the County of Kittitas, State of Washington, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Washington, and more specifically, the Superior court of Kittitas County, Washington.



Bid Form (Continued)

POLE-MOUNTED SINGLE PHASE TWO-BUSHING TRANSFORMERS

Item	1	2	3	4	5	6	7
No Load Losses							
Load Losses							
Total Losses							
Impedance							
Weight							
Height							
Width							
Depth							
Low Voltage Winding							
High Voltage Winding							
Tank Thickness							

Item	8	9	10	11			
No Load Losses							
Load Losses							
Total Losses							
Impedance							
Weight							
Height							
Width							
Depth							
Low Voltage Winding							
High Voltage Winding							
Tank Thickness							

 Manufacturer of Transformers

 Bidder

 Date

 Signature



BID FORM (Continued)

SINGLE PHASE PAD-MOUNTED TRANSFORMERS
FEED-THRU BUSHING – SHRUBLINE MODELS ONLY

Bid No. 20-001, Opening Date: December 18, 2019 at 3:00 PM

Item No.	Estimated Quantity	Transformer Size (KVA)	Primary Voltage (KV)	Secondary Voltage	Price Each w/o Tax	Total Price w/o Tax
3	30	25	7.2/12.47Y	240/120		
4	5	50	7.2/12.47Y	240/120		

All transformers shall be of the loop feed design.
 Sales Tax %: 8.3%

Purchaser may order transformers in addition to the minimum estimated quantities as called for through December 2020 at quoted prices.

Purchaser will not be required to purchase all units if not needed for Kittitas PUD stock. See item #14 under Bidder Instructions.

Bid prices shall include delivery F.O.B. Kittitas PUD #1. 1400 Vantage Hwy, Ellensburg, WA 98926



BID FORM (Continued)

SINGLE PHASE PAD-MOUNTED TRANSFORMERS
FEED-THRU BUSHING

Item	12	13	14	15	16	17	18
No Load Losses							
Load Losses							
Total Losses							
Impedance							
Weight							
Height							
Width							
Depth							
Low Voltage Winding							
High Voltage Winding							
Tank Thickness							

Manufacturer of Transformers

Bidder

Date

Signature



BID FORM (Continued)

THREE PHASE PAD-MOUNT TRANSFORMERS

Bid No. 20-001, Opening Date: December 18, 2019 at 3:00 PM

Item No.	Estimated Quantity	Transformer Size (KVA)	Primary Voltage (KV)	Secondary Voltage	Price Each w/o Tax	Total Price w/o Tax

Std. Taps - Two 2 ½ percent taps above and below.
 All transformers shall be of the loop feed design.

Sales Tax % 8.3%

Purchaser may order transformers in addition to the minimum estimated quantities as called for through December 2020 at quoted prices.

Purchaser will not be required to purchase all units if not needed for Kittitas PUD stock. See item #14 under Bidder Instructions.

Bid prices shall include delivery F.O.B. Kittitas PUD #1. 1400 Vantage Hwy, Ellensburg, WA 98926



BID FORM (Continued)

THREE PHASE PAD-MOUNT TRANSFORMERS

Item	19	20	21	22	23	24	
No Load Losses							
Load Losses							
Total Losses							
Impedance							
Weight							
Height							
Width							
Depth							
Low Voltage Winding							
High Voltage Winding							
Tank Thickness							

 Manufacturer

 Bidder

 Date

 Signature



SECTION D

TRANSFORMER SPECIFICATIONS

1. General

All distribution transformers shall be designed for operation at 60 Hertz, mineral oil immersed and self-cooled. All overhead type transformers shall be single phase and designed for pole mounting. All transformers shall be suitable for outdoor service. All transformers shall be constructed in accordance with the latest IEEE, ANSI and NEMA standards for distribution transformers.

Any transformer failing due to defective design, material and/or workmanship within twelve (12) months after being energized or eighteen (18) months after delivery shall be repaired or replaced without any cost to the District. Any defect in design, material and/or construction discovered within this period shall be corrected on all transformers furnished on the order at the manufacturer's expense, either by repair or by replacement.

2. Tests

- A. All tests, test procedures and test results shall be in accordance with ANSI C57.12.00, C57.12.90 and NEMA TR.1. At the option of the District, transformers may be tested for acceptance upon receipt. Failure of sampled units will be cause for rejection of the entire shipment.
- B. The bidder shall provide the following information applicable to each rating of transformer:
- 1) No load loss
 - 2) Load loss at nameplate rating
 - 3) Percent impedance
 - 4) Test reports of basic design units
 - 5) Certified test results on paint finish covering EEI finish guidelines and ASTM requirements
 - 6) Calculated total operating cost NL/LL and extended cost spreadsheet for each unit quoted.(See #5A – Loss Evaluation)



3. Construction Specifications

- A. All transformers shall be equipped with pressure relief in accordance with ANSI C57.12.20, Part 6.2.7 with the protection option specified in 6.2.7.1.
- B. Color and Finish
 - 1) The color shall be Sky Gray, ANSI Standard No. 70, for overhead type transformers and Bell Green Munsel No. 7GY3.29/1.5 for outdoor service for pad mount transformers. The total paint thickness shall not be less than 3 mils at any point.
 - 2) The outside of the tank shall be properly prepared, primed and painted with a corrosion resistant paint.
 - 3) All units will have KVA size / Voltage decal or labeling on front of unit.
- C. Transformers which are equipped with taps as specified below shall have an **external** tap changer.
- D. Nameplates shall be made of stainless steel and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00-1980 for Nameplate A.
- E. Transformers shall be insulated with new (unused) mineral oil containing no PCBs. The oil shall meet the requirements of ANSI C57.12.00 Part 6.6.1(1). The transformer nameplate shall show the PCB ppm value to be no detectable at the time of manufacture of the transformer.
- F. Basic impulse insulation levels shall be 95 KV BIL for 7200/12470Y transformers.
- G. Overhead Transformers
 - 1) Standard transformers shall be equipped with two high voltage cover mounted porcelain bushings with eyebolt terminals and side wall low voltage bushings. Units 75 KVA and smaller shall have low voltage eyebolt terminals and units 100 KVA and larger shall have low voltage 4-hole square spade type terminals. Aluminum terminals are not acceptable.
 - 2) Transformer tanks shall be of welded steel construction, and shall have tank ground provisions and ANSI support lugs.
 - 3) The coil assembly shall use thermal setting adhesive kraft paper. The secondary leads, if soft aluminum shall be welded to hard aluminum for connection to the low voltage bushing. All aluminum strip winding must be edge conditioned to remove all burrs which could cause insulation damage. The high voltage leads shall be well supported to prevent



movement. The primary conductor shall be coated with a thermosetting adhesive to effectively bond the primary winding, both turn-to-turn and layer-to-layer. The coil assembly shall be supported with heavy pressure plates.

The core assembly shall be tightly assembled with the outer layer properly secured. In addition, the core assembly shall be properly annealed to prevent oxidation, rust and carbonization. The frame supporting the core assembly shall be long enough to ensure that the clamp devices do not contact the core assembly.

H. Single Phase Pad Mount Transformers

- 1) 12.47 KV transformers shall be of the dead-front, loop feed design with RTE bay-o-net fuse and internal isolation link. The bay-o-net fuse assembly shall be mounted such that the release handle can be pointing in any direction and the cabinet closed without contacting or damaging any part of the fuse assembly. All bay-o-net fuse holders shall be equipped with drip shields.
- 2) The high voltage terminations and equipment shall be dead front and conform to ANSI C57.12.25 requirements. Transformers shall have *two high voltage bushings consisting of universal externally clamped bushing wells and load break bushing inserts*. The bushing wells shall be rated 200 amp and 8.3/14.4 KV and 15.2/26.3 KV so as to accept both 8.3/14.4 KV and 15.2/26.3 KV load break bushing inserts. There shall also be one parking stand per transformer. All primary bushing wells shall be manufactured by Cooper, Central Moloney or ABB. All transformers shall be supplied with two load break bushing inserts rated at 200 amp and the applicable voltage class for the transformer high voltage rating. All load break inserts shall meet requirements of ANSI/IEEE Standard 386 and have a continuous copper current path.
- 3) Transformers rated 100 KVA or less shall be of the shrubline-pad type design with insulated 4-hole in line pad block connectors (CMC catalog #NSSM 350-4 plus a plastic boot or equivalent) and the secondary windings shall be connected to three bushings all of which shall be isolated from the primary winding.
- 4) Transformers rated above 100 KVA shall be of the shrubline-pad type design with insulated 4-hole in line externally clamped spade terminals and the secondary windings shall be connected to three bushings all of which shall be isolated from the primary winding.
- 5) Pad mount transformers shall be supplied **without** a polyethylene or similar type pad. They shall be securely attached to a pallet to allow fork



lift handling (one transformer per pallet). Double stacked units are acceptable as long as secured.

- 6) The bottom and three inches up the sides shall have a coat of coal tar epoxy paint applied to the clean and properly prepared surface to a coal tar epoxy paint thickness of a minimum of 5 mils.

I. Three Phase Pad Mount Transformers

- 1) Transformers shall be of the dead-front, loop feed design with RTE bay-o-net fuse and internal isolation link. All bay-o-net fuse holders shall be equipped with drip shields.
- 2) Secondary bushings shall have insulated externally clamped spade terminals with bushing supports. Bushing supports shall not inhibit the connection of an in-line ped block connector (CMC type NNM) to the secondary spade. Bushings shall be staggered to facilitate the use of donut current transformers.
- 3) The high voltage terminations and equipment shall be dead front and conform to ANSI C57.12.26 requirements. Transformers shall have *six high voltage bushings consisting of universal externally clamped bushing wells and load break bushing inserts*. The bushing wells shall be rated 200 amp 8.3/14.4 KV. All primary bushing wells shall be manufactured by Cooper, Central Moloney or ABB. All load break inserts shall meet requirements of ANSI/IEEE Standard 386 and have a continuous copper current path.
- 4) Core-coil shall be five-legged construction. The core and coil assembly shall be wound core type. The coil assembly shall use thermal setting adhesive kraft paper. The secondary leads, if soft aluminum shall be welded to hard aluminum for connection to the low voltage bushing. All aluminum strip winding must be edge conditioned to remove all burrs which could cause insulation damage. The high voltage leads shall be well supported to prevent movement. The primary conductor shall be coated with a thermosetting adhesive to effectively bond the primary winding, both turn-to-turn and layer-to-layer. The coil assembly shall be supported with heavy pressure plates. The assembly shall be designed to reduce losses and noise and to provide adequate short-circuit strength and heat dissipation under unbalanced loading.
- 5) The low voltage neutral shall be an insulated bushing grounded to the transformer tank by a removable grounding strap. Wye-Wye connected transformers shall have high and low voltage neutrals internally tied with a removable link for testing. The removable link shall be readily accessible



with the bolted and lockable tank cover removed, but without the removal of any oil.

- 6) All three-phase pad mount transformers purchased under this specification shall include (3) load break two-position 38kV Standard Labor hot stick style switch handle. These will switch the primary feed "A", Feed "B", and "Coil" operated from the high voltage compartment;

Characteristic	Rating	
Continuous current rating	200 amperes	
Momentary symmetrical short circuit rating	10,000 amperes	
Nominal voltage	15 KV	25 KV
BIL	95 KV	125 KV
Load-interrupting rating	200 peres @ 70% PF	

- 7) Transformer side walls **must** swing back for unobstructed access and can be removed as well. Cabinet hood **must** lift up for easier access into the front panel.

J. Pad Mount Transformers (General)

- 1) Pad mount transformer fusing shall be as follows:

	KVA	RTE Bay-O-Net	Isolation Link
Single Phase	15	358C05	A02
	25	358C05	A02
	37.5	358C08	A03
	50	358C08	A03
	75	358C10	A05
	100	358C10	A05
	167	358C12	A06
	250	358C12	A06
Three Phase	75	358C05	A02
	150	358C08	A03
	225	358C10	A05
	300	358C10	A05
	500	358C12	A06
	1000	358C14	A07
	1500	358C18	A07

- 2) The tank shall have suitable lifting lugs to handle the transformers with a derrick, and shall have an ANSI type double locking system consisting of



a stainless steel penta head bolt with stainless steel captive nut, and provisions for padlocking and shall have stainless steel hinges.

- 3) All units shall have adequately protected cooling tubes and fins and be suitable for installation in public areas.

4. Information Submittals

A. Each bidder shall provide the following information:

- 1) Description of standard tests and the results of such tests made on transformers of these sizes and classes.
- 2) Transformer insulating oil specifications including:
 - a. The characteristic properties such as:
 - i. flash point
 - ii. fire point
 - iii. pour point
 - iv. viscosity
 - v. dielectric
 - vi. specific gravity
 - vii. water content
 - b. Identification of any additives or inhibitors, their makeup and the purpose for including such additives or inhibitors.
 - c. Identification of inorganic compounds if any included in the insulating oil, their source and/or purpose.
 - d. Documentation of the insulating oil's compatibility with paper insulation and transformer compounds such as resin-bonded materials, gaskets and adhesives.
 - e. Discussion of the insulating oil's compatibility with other insulating mineral oil and whether or not it is recommended for retrofill of existing transformers.
- 3) Material of high and low voltage windings.
- 4) Thickness of transformer tank.
- 5) Type of and procedure for applying protective finish and results of any tests; include such tests and procedures if conducted for the following. If information is not provided for any of these areas, it will be assumed the procedure and/or test is not conducted.



- a. Steel surface preparation
 - b. Type of primer and thickness
 - c. Type of paint, number of coats and resulting overall thickness
 - d. Salt fog resistance
 - e. Crosshatch adhesion
 - f. Humidity
 - g. Impact
 - h. OUV exposure accelerated weather test
 - i. Abrasion test - test abraser
 - j. Oil resistance
 - k. Moisture condensation resistance
 - l. Flexibility
 - m. Dry heat resistance
- 6) Diagram for each size of pad mount transformer bid, showing physical dimensions and primary and secondary access.
 - 7) Statement of guaranteed average no-load and total losses for each size and type of transformer.
- B. The successful bidder for each item of the bid shall submit certified test results by serial number either preceding the invoices or along with the invoices.
 - C. Each bidder shall provide such other information as is required on bid form and describing literature normally furnished the prospective customer.
5. Loss Evaluation
- A. Quoted losses shall be verified by the test results and evaluation of losses will be based on \$4,250 per kilowatt for no load losses and \$1,500 per kilowatt for load losses. Should the no load and/or load losses determined under test exceed the guaranteed average values, the bidder will be assessed a penalty for these excess losses determined by the above values. The penalty will be figures for each size and type of transformer and for each individual invoice. The District will not grant credit for no load and/or load losses that may be lower than the



guaranteed average values. The penalty will be deducted from the payment for each invoice.

6. All transformers shall contain safety signing in accordance with ANSI Z535.4 – Product Safety Signs and Labels.

7. Delivery/Shipping

- A. **Delivery shall be F.O.B. Kittitas PUD Material yard** – 1400 Vantage Highway, Ellensburg, Washington 98926. All overhead and pad-mounted units shall be shipped on individual pallets (one transformer per pallet). Transformers shall be securely attached to the pallets to allow fork lift handling. Damaged or broken securing devices shall be cause to reject delivery. Double stacked padmounts will be allowed as long as secured.

Double stacking of single phase pad mount transformers shall be allowed. However, the stacking mechanism must be such that the top unit does not set directly on the bottom unit causing any damage to the lower unit.

- B. Delivery schedules shall be as specified by the bidder for all transformer types and sizes.
- C. Suppliers/shippers shall notify Kittitas County PUD's Purchasing Agent at (509) 933-7200 ext. 815. Twenty-four hours prior to arrival.

8. General Bid Requirements

- A. Bids shall be made on the form provided and for the quantities and sizes shown. Bidder may make alternate bids, but the alternate bid and description of such alternate bid shall be made on a separate sheet. Bids submitted shall be sealed and prominently marked on the outside of the envelope
SEALED BID NO. 20-001.
- B. Purchaser will assume the awards may be made on all items or any portion of the items at the option of the purchaser and at the prices bid unless the bidder indicates by statement to the effect that his bid is for all items or none. Each bidder, by submitting a bid, understands and agrees that the purchaser may award the contract for the items which in the sole opinion of the District is to the best interest of the District. The purchaser also assumes he may add to the quantities shown on the bid form unless bidder states otherwise on the bid form.
- C. Only firm bids will be accepted.



SECTION E

Form of Contract

THIS CONTRACT (this "Contract" or this "Agreement"), is made and entered into this _____ 2019 by and between the KITTITAS COUNTY PUD No. 1 ("Kittitas PUD" or the "District"), and _____ a Washington corporation / limited liability company (the "Contractor").

Recital

That in consideration of the terms and conditions contained in the **Bid Call #20-001** and the Proposal from Contractor to provide the Deliverables in response to the Bid Call, copies of which are attached hereto and incorporated by this reference, Contractor was awarded the Contract.

I. SERVICES AND TERM

1. *Scope of Services / Goods.* The Contractor shall perform the work / provide the goods as defined in the **Bid Call #20-001**, Deliverables, hereafter the "Services" or as applicable "Goods". The Contractor agrees to complete all Services in a good, workmanlike and professional manner / furnish all Goods in new and merchantable condition, meeting all specifications. Unless another warranty is specified in the Deliverables, all Services and all Goods furnished hereunder are warranted against defects in workmanship and materials for one year after acceptance by the Kittitas PUD.

2. *Term.* The term of this contract shall be from _____, **2019**, through **December 31st, 2020**, subject to any extension options set forth in the Deliverables summary.

The Contract may be terminated as follows:

a. *For Cause:* If Kittitas PUD, in its sole discretion, determines that the Services being performed / Goods being provided hereunder are not being performed or provided satisfactorily or that any security or confidentiality provisions or policies are not being followed, Kittitas PUD shall inform the Contractor of such dissatisfaction in writing and the Contractor shall take corrective measures to remedy such situation. If the problem is not corrected to Kittitas PUD's sole satisfaction within two (2) business days after such notice is given, then the Contractor shall provide a qualified substitute to provide Services in place of the Contractor / or provided conforming Goods at no additional cost or expense to Kittitas PUD for up to thirty (30) days or until Kittitas PUD finds a replacement to perform the Services or provide the Goods, whichever occurs sooner.

b. *For Convenience:* Kittitas PUD, upon 30 day written notice, may abandon or terminate this Contract or any part hereof, and such action shall in no event be deemed a breach of this Contract. Such termination may come about for the sole convenience of PUD. Upon receipt of written notification from PUD that this Contract, or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated.

II. DISTRICT RESPONSIBILITIES

3. *Cooperation.* The Kittitas PUD shall cooperate as set forth in the Bid Call. No liability shall attach to the KITTITAS COUNTY PUD NO.1, by reason of the entering into this Contract, except as expressly provided herein.



III. CONTRACTOR'S RESPONSIBILITIES

4. *Generally.* The Contractor, for itself/him/herself, and for its/his/her heirs, executors, administrators, successors and permitted assigns, does hereby agree to the full performance of all the covenants herein contained and contained in the Bid Call upon the part of the Contractor. Time is of the essence.

5. *Personnel*

(a) All Services shall be performed by employees regularly employed by the Contractor, unless Kittitas PUD provides the Contractor prior written consent, which Kittitas PUD may withhold in its sole discretion, to the performance of any portion of or all of the Services by any sub-contractors, independent contractors or any other third parties or person(s) not employees of the Contractor (collectively referred to as "Sub-Contractors"). The Contractor shall provide adequate personnel to permit the timely completion of all work. All such personnel shall be trained and supervised in accordance with accepted industry practices and shall conform to the reasonable rules and regulations of Kittitas PUD established from time to time by Kittitas PUD for the conduct of, and in relation to, the employees of the contractors of Kittitas PUD when such employees are on Kittitas PUD premises.

(b) Kittitas PUD may require the Contractor to provide its personnel with picture identification cards. All of the Contractor's personnel shall enter and exit Kittitas PUD facilities in a manner prescribed by Kittitas PUD.

(c) The Contractor will be responsible securing Kittitas PUD facilities after each performance of Services. The Contractor shall ensure that unauthorized persons are not allowed access to the facilities during the time Services are performed.

(d) The Contractor shall be solely responsible for hiring, firing, paying and supervising the performance of Services by its employees and Sub-Contractors. Furthermore, the Contractor agrees to accept responsibility for all expenses, costs, or damages relating to its employees and any Sub-Contractors it engages in performance of its obligations and Services under this Agreement.

6. *Equipment and Material.* The Contractor shall provide and maintain adequate equipment to permit timely completion of all operations and shall use materials which are in conformance with existing federal, state and local laws and ordinances.

IV. ADDITIONAL REQUIREMENTS

7. *Licenses / Permits.* If any governmental license or permit shall be required for the proper and lawful conduct of the Contractor's business or other activity carried on in or at Kittitas PUD premises, or if a failure to procure such a license or permit might or would in any way affect the operations of any Kittitas PUD facilities, then the Contractor, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Kittitas PUD. The Contractor, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

8. *Compliance with Laws.* The Contractor understands and agrees that the Contractor's performance of any and all Services performed pursuant to this Agreement shall, at the Contractor's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such Services. The Contractor shall pay all taxes, assessments and premiums now or hereafter in effect and payable by reason of or in connection with the Services to be performed by the Contractor under this Agreement, including, without limitation, B&O, income taxes, social security taxes, sales taxes, use taxes, personal property taxes. The Contractor further agrees, at its own expense, to be



solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to the Contractor's employment status or the Contractor's employment relationship with others, including, without limitation, those laws governing employee withholding, benefits and fair labor practices.

9. *Insurance.* The Contractor shall carry and maintain workers' compensation insurance in statutory amounts, comprehensive general liability insurance through companies satisfactory to Kittitas PUD endorsed to include contractual liability in a minimum amount of \$1,000,000 combined single limit and automobile liability insurance in a minimum amount of \$500,000 combined single limit. All such policies (except workers' compensation) shall specifically state: Kittitas PUD, and its officers, trustees, directors, agents and employees are named as additional insureds under the above policies; such insurance shall be primary and not contributory with Kittitas PUD's insurance as it relates to occurrence(s) by the Contractor or its Sub-Contractor(s)." Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior written notice to Kittitas PUD. The Contractor shall furnish to Kittitas PUD a Certificate of Insurance evidencing such primary coverage prior to the commencement of Services hereunder and shall continue to provide Kittitas PUD with subsequent Certificates of Insurance evidencing uninterrupted compliance with these insurance requirements until the termination of this Agreement. The Contractor expressly understands and agrees that it is solely liable for the acts and omissions of its Sub-Contractors and the Contractor's Comprehensive General Liability insurance shall apply to such acts and omissions of its Sub-Contractors. The Contractor shall also provide Kittitas PUD with certified copies of the policies required herein upon Kittitas PUD's request. The Contractor further agrees to require and cause the same insurance coverages and Certificates of Insurance as set forth herein, and the indemnifications as set forth below, from any and all of its Sub-Contractors, prior to any such Sub-Contractor's commencement of Services.

10. *Independent Contractor.* The Contractor is an independent contractor and all persons employed or engaged to furnish Services hereunder are employees of the Contractor and not of Kittitas PUD. This Agreement shall not create a relationship between the parties or party as an employee-employer, agent, partner, or joint venture of the other.

11. *Indemnification.* To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Kittitas PUD from and against any claims and all liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses or expenses from whatever nature (collectively "claims") arising out of or resulting from performance of (or failure to perform) the Work under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than to the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations if indemnity which would otherwise exist as to a party or person described in this paragraph. In addition, the Contractor and its Sub-Contractors shall indemnify and hold harmless Kittitas PUD, and be solely responsible for paying and keeping all records required for wage and hour purposes, including exemption certificates, wages, withholding taxes, social security taxes, workmen's compensation coverage and payments, unemployment insurance, and other taxes or insurance including workers compensation insurance incident to employment. The Contractor shall also be responsible for costs of health insurance and other benefits offered to its employees, agents, Sub-Contractors or which are owed to or with respect to such employees, agents or Sub-Contractors. The aforementioned indemnification obligations shall survive the termination of this Agreement.

12. *Non-Discrimination and Equal Opportunity*

Bidder agrees to comply with all federal and Washington State statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-



352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (j) RCW 49.60.030 Freedom from discrimination and (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

V. MISCELLANEOUS

13. *Binding.* This Agreement shall inure to and bind the successors, assigns and representatives of the parties; provided, however, that this Agreement may not be assigned by the Contractor without the prior written consent of Kittitas PUD.

14. *Entire Agreement.* This Agreement along with the Bid Call contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force and effect.

15. *Amendment of Agreement.* This Agreement may be amended only by a written instrument signed by the parties hereto.

16. *Legal Fees.* In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

17. *Exhibits.* If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with or additional to the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail over any inconsistent terms and unless specifically accepted by the parties as part of this Agreement, the additional terms shall not be incorporated into the Agreement.

18. *Headings.* The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

19. *Law; Venue.* The laws of the State of Washington shall govern any contract executed between the successful Contractor and PUD. Further, the place of performance and transaction of business shall be deemed to be in the County of Kittitas, State of Washington, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Washington, and more specifically, the Superior court of Kittitas County, Washington.

20. *Counterparts.* This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original instrument. All such counterparts and duplicate originals together shall constitute but one Agreement.



Kittitas County
PUBLIC UTILITY DISTRICT NO. 1
Providing Safe and Reliable Electric Service

Commissioner Joe O'Leary

Commissioner Shan Rowbotham

Commissioner Paul Rogers

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

KITTITAS COUNTY PUD NO. 1:

General Manager (signature)

Date:

CONTRACTOR:

NAME

Contractor (signature)

By: _____

Title: _____

Address: _____

City, State, Zip: _____

Date: _____



SECTION F

BID 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 _____



SECTION G

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ (Contractor), as Principal, and _____ (Bonding Company), as Surety, are held and firmly bound unto Public Utility District No. 1 of Kittitas County, as Obligee, in the sum of _____ dollars (\$_____) lawful money of the United States of America to be paid to said Obligee, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas on the _____ day of _____, 20_____, the Principal entered into a certain Contract with the Obligee _____

and in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein, except that the Surety shall remain in full force and effect for a period of one (1) year after the date of delivery of all materials that are to be furnished by the terms of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said Contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of _____, 20_____.

Witness: _____

Principal
(Surety)

Witness: _____
By _____
Attorney-In-Fact