



BID

#25-21-14

Project Title: 10 KV Fire Mitigation Arrestors

| | |
|--|------------------------------------|
| BID Issued | May 29, 2025 |
| Questions Submitted to cp@bentonpud.org | June 11, at 3:00PM PST |
| Addendum issued | June 12, 2025 |
| Bid Due | June 18, 2025 at 3:00PM PST |
| Bid Award Date | July 8, 2025 |



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CALL FOR BIDS #25-21-14

Project Title: 10 KV Fire Mitigation Arrestors

NOTICE IS HEREBY GIVEN by Benton PUD, Kennewick, Washington that sealed bids will be received until 3:00 PM PST, Wednesday June 18, 2025, at which time, they will be opened and publicly read for the purchase of 10 KV Fire Mitigation Arrestors.

Specifications, and related documents may be obtained at Procurement Department of Benton PUD, PO Box 6270, 2721 w. 10th Avenue, Kennewick, Washington, 99336; cp@bentonpud.org or www.bentonpud.org.

Each bid shall be accompanied by a certified check or cashier's check payable to the order of Benton PUD or Bid Bond with a Corporate Surety licensed to do business in the State of Washington, for a sum not less than five percent (5%) of the amount of the bid. (RCW 54.04.080)

The successful bidder will be required to furnish a Surety or Performance Bond for 100% of the award contract price.



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GENERAL INSTRUCTIONS TO BIDDER

1. SEALED bids must be received at the District's Procurement Department, 2721 W. 10th Avenue, Kennewick, Washington by the time and date specified in the Call for Bids. The District assumes no responsibility for bids not received by the Procurement Department at bid time.

Mail to: Benton PUD

Attn: Procurement Department Bid # 25-21-14.

P.O. Box 6270

Kennewick, WA 99336

Deliver to: Benton PUD

Attn: Procurement Department Bid # 25-21-14.

2721 W. 10th Avenue

Kennewick, WA 99336

2. All bids shall conform to the technical specifications and contract terms specified within the bid package. A sample contract has been provided in the bid package containing the contract terms. When submitting the bid, the contractor must clearly specify any modifications to the specifications or contract terms, including all exceptions, deletions, additions, or other changes on the Bid Schedule. Material modifications as deemed by Benton PUD may be considered as non-responsive and the bid rejected.
3. Each bid shall be accompanied by a certified or cashier's check payable to the order of the District for a sum not less than 5% of the amount of the bid, or accompanied by a Bid Bond in an amount not less than 5% of the bid, with a corporate Surety licensed to do business in the State of Washington, conditioned that the successful bidder will pay the District as liquidated damages the amount specified in the bond unless he enters into a contract in accordance with his bid within ten (10) days from the date on which he is notified that he is the successful bidder.
4. The successful bidder will be required to furnish a performance bond in the form attached hereto with a surety authorized to do business in the State of Washington, in a penal sum not less than 100% of the contract.
5. In the event the successful bidder fails to furnish an approved Performance Bond and to sign the contract within ten (10) days after notification by the District, an amount equal to five percent (5%) of the amount of the bid shall be forfeited to the District as liquidated damages. Said liquidated damages shall be paid from the Bid Bond.
6. All items must be accepted by the District prior to payment. Acceptance criteria and time periods are



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specified within the bid technical specifications.

7. Bids shall cover delivery F.O.B. destination and acceptance by the District. Acceptance shall be after delivery to the destination within Benton County, Washington. Acceptance notification by the District to the contractor shall be in writing. Testing, if applicable, will be performed prior to acceptance.
8. Warranty may be a consideration in contract award. Bidder shall state all conditions of warranty on the Bid Schedule.
9. Bids shall reflect the exemption of the Federal Excise Tax. The contract is subject to Washington State Sales Tax, but the bid price shall NOT include this amount.
10. Special consideration will be given to firm bids.
11. The experience and proven performance of the bidder will be considered in awarding the contract. Consideration will also be given to adequacy of the maintenance and service facilities provided by the Bidder.
12. Any changes, additions or deletions to the specifications shall be made by written addendum only.
13. The District reserves the right to waive minor irregularities or minor errors in any proposal; if it appears to the District that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the proposal in which they occur prior to the acceptance thereof by the District.
14. The District reserves the right to reject any or all bids and to waive any informalities in the bidding process.
15. The venue and jurisdiction of any action or claim for or against the Bidder or the District shall be in Benton County, Washington and in the District or Superior Courts thereof according to the jurisdictional amount.
16. Delivery shall be a consideration in awarding this bid. Line items can be split between vendors/manufacturers if partial quantities are available with shorter lead times. Example: If the line-item quantity is 10 each, and one vendor/manufacture offers 5 units in 40 weeks and the balance in 80 weeks, but another vendor/manufacture offers all 10 units with a 80 week lead time, the District could split that line item between the two vendors/manufacturers to get 5 units delivered faster.
17. The District may cancel any lines from the bid before award if purchase is not viable at the time of award.



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SPECIAL INSTRUCTIONS TO BIDDER

1. The District will only accept the following for this bid:

Arrestor, Fire Mitigation, 10KV, Cooper #UFP1005ZEB1A0C0A0A

2. Please inform the District if staggered shipments are available for earlier dates



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Bid Schedule

| | | | | | |
|---------------------|--|-----------------|------------------|--------------|-----------------|
| Vendor Name: | | | | | |
| Item | Description | Quantity | Cost EA | Total | Delivery |
| 333404 | 10 KV Fire Mitigation Arrestor Cooper #UFP1005ZEB1A0C0A0A | 300 | | | |
| | | | Bid Total | | |

*Due to Tariff implementations, the District is asking all vendors to invoice for unit price of goods delivered and list tariff on a separate line to be negotiated in good faith upon deliver of goods to the District. Any questions or clarifications regarding this process will need to be addressed in writing to cp@bentonpud.org referencing the CPO that is in question.



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THE DISTRICT WILL NOT ACCEPT ANY CHANGES OR MODIFICATION AFTER THE RECEIPT OF THIS BID.

| | | | |
|--|-----|----|---|
| Prices are Firm through Delivery Date | YES | NO | (If Bidder is proposing Pricing other than firm it is a requirement to provide process in which the price is calculated and against what index) |
| Any Exceptions To The Specifications Exhibit A | YES | NO | |
| Any Exceptions To Exhibit B – Sample Contract and Performance Bond | YES | NO | |
| Acknowledge Receipt of Addend. Nos. | | | |
| State Warranty | | | |
| Manufacturer | | | |
| Supplier Name | | | |
| Address | | | |
| Supplier Email | | | |
| Supplier Phone # | | | |



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- 1. Firm Price through Bid Lead-Time and shipment, no metals adjustments**
- 2. Delivery shall be a consideration in awarding bid. Bidder shall provide delivery schedule for all reels related to the bid; partial shipments will be allowed as part of this bid, but reel lengths must meet specifications.**
- 3. Anticipated Approval of Contract & Award Date will be July 8, 2025.**

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The bidder expressly acknowledges and agrees that its proposal and any information bidder submits with its proposal or which bidder submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose bidder's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The bidder expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by bidder, the District's sole obligation shall be to notify the bidder promptly, so that the bidder at bidder's expense and cost, may seek court protection of any of the requested information bidder deems confidential.

Person authorized to bind supplier to the Terms and Conditions of this Bid:

COMPANY NAME: _____

BY: _____

PRINT: _____

TITLE: _____

DATE: _____

WA ST CONTRACTOR'S REGISTRATION NO: _____

TAX IDENTIFICATION NO: _____



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EXHIBIT A - SPECIFICATIONS

Arrestor, Fire Mitigation, 10KV, Cooper #UFP1005ZEB1A0C0A0A



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EXHIBIT B – Sample Contract and Performance Bond

Contract # _____

This agreement is made and entered into on the _____ day of _____, 202_, by and between:

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, hereinafter referred to as "the District",

AND

_____, hereinafter referred to as "the Contractor"

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, and the District, for the consideration of material furnished, agrees that:

1. SCOPE OF WORK: Furnish _____ per specifications in Bid Pkg. #__-__.

2. DELIVERY & ACCEPTANCE:

The Contractor shall deliver the _____ F.O.B. destination to Benton PUD by _____; failure to do so may result in damage to the District.

Testing and Acceptance of conforming items by Benton PUD shall occur within the number of days after delivery as specified in the bid specification (if applicable). Items that fail to meet acceptance criteria as specified in the bid specifications shall be rejected. Acceptance or rejection by the District to the Contractor shall be in writing.

3. PAYMENT:

Payment will be made within thirty days of Acceptance by the District or receipt of a valid invoice from the Contractor, whichever occurs later.

The District agrees to pay the Contractor for the material/equipment the sum of _____ Dollars (\$XXXXXX.00), plus applicable Washington State Sales Tax.

4. GUARANTEE:

The Contractor guarantees the _____ against all defects in workmanship, materials, and in design as stated on the warranty provided by _____.

5. PERFORMANCE BOND:

The Contractor shall furnish, in favor of the District, a Performance Bond as required by the Contract Documents, and this Contract shall not obligate the District until such Performance Bond has been tendered.



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6. TARIFFS:

*Due to Tariff implementations, the District is asking all vendors to invoice for unit price of goods delivered and list tariff on a separate line to be negotiated in good faith upon deliver of goods to the District. Any questions or clarifications regarding this process will need to be addressed in writing to cp@bentonpud.org referencing the CPO that is in question.

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The vendor expressly acknowledges and agrees that its proposal and any information vendor submits with its proposal or which vendor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose vendor's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The vendor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by vendor, the District's sole obligation shall be to notify the vendor promptly, so that the vendor at vendor's expense and cost, may seek court protection of any of the requested information vendor deems confidential.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY**

NAME

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UBI NO. _____



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, **Public Utility District No. 1**

of Benton County, Washington, a municipal corporation, hereinafter designated as the

"District", has entered into an agreement dated _____, 202_,

With, hereinafter designated as the "Contractor", providing for _____

_____ which agreement is on file at the District's office and by this reference is

made a part hereof.

NOW, THEREFORE, We, the undersigned Contractor, as principal, and, a corporation
organized and existing under and by virtue of the laws of the State of _____

and duly authorized to do a surety business in the State of Washington, as surety, are held and

firmly bound into the State of Washington and the District in the sum of

(\$0.00)

for the payment of which we do jointly and severally bind ourselves, our heirs, executors,

administrators, successors, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that if the said principal, his heirs, representatives or successors, shall well and truly keep and observe all of the covenants, conditions, and agreements in said contract and shall faithfully perform all of the provisions of the contract, pay all taxes of the Contractor arising therefrom, and pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply such person or subcontractors



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with provisions and supplies for carrying on such work, and shall indemnify and save harmless the District, their officers, and agents, from any and all claims, actions or damage of every kind and description including attorneys' fees and legal expense and from any pecuniary loss resulting from the breach of any of said terms, covenants, or conditions to be performed by the Contractor:

AND FURTHER, that the Contractor will correct or replace any defective work or materials discovered by the said District within a period of one year from the date of acceptance of such work or material by said District, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

No change, extension of time, alteration or addition to the work to be performed under the agreement shall in any way affect Contractor's or surety's obligation on this bond, and surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

This bond is furnished in pursuance of the requirements of Sections 54.04.080 et seq. of Revised Code of Washington, and, in addition to other Contractor and surety to the District for the use and benefit of said District together with all laborers, mechanics, subcontractors, material men, and all persons who supply such person or subcontractors with provisions and supplies for the carrying on of the work covered by the agreement to the extent required by said Revised Code of Washington.

IN WITNESS WHEREOF, the said Contractor and the said surety have caused this bond to be signed and sealed by their duly authorized officers this ____ day of _____, 202__.

Surety

Title

Contractor

Title