

2023-1157



**PUBLIC UTILITY DISTRICT NO. 1  
OF GRAYS HARBOR COUNTY**

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**Material Bid Documents and Specifications**

**Call for Bids to Purchase**

**ELECTRICAL METERS**

**Bid No. 2023-1157**

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**SECTION 1: CALL FOR BIDS**

SEALED BIDS will be received by Public Utility District No. 1 of Grays Harbor County (“Grays Harbor PUD”) pursuant to RCW 54.04.070 for the purchase of:

**ELECTRICAL METERS  
BID NO. 2023-1157**

All work shall be performed in accordance with District specifications and requirements.

**Project Scope:** The District is soliciting bids to establish a non-exclusive contract with a qualified vendor(s) to fulfill its needs for **ELECTRICAL METERS** on an as-needed basis for up to three (3) years. The Parties will have the option to renew the contract for one (1) additional, one (1)-year term upon mutual agreement of the Parties. Pricing for the one (1)-year contract renewal will be negotiated and mutually agreed upon by the Parties prior to the expiration of the initial contract term.

**Bid Submittal Deadline: 12:30 p.m. Pacific Prevailing Time, Tuesday, June 6, 2023**

**Submittal Delivery:** Sealed bids should be sent via UPS or FedEx or hand-delivered to the address below.

Grays Harbor PUD Administration Building  
Attn: Tiffanee Parson, Contract Administrator  
Legal Department  
2720 Sumner Avenue  
Aberdeen, WA 98520

**Bid Submittals:** The District will be holding the public bid opening for this contract in person in meeting room #108 of the District’s Dennis Nichols Building located at 220 Myrtle Street, Hoquiam, Washington 98550 and remotely via Zoom (if available) at 1:00 p.m. on Tuesday, June 6, 2023. The Zoom information to attend the public bid opening remotely is as follows:

Topic: Public Bid Opening – Purchase of Electrical Meters

Date and Time: Tuesday, June 6, 2023 at 1:00 p.m. Pacific Prevailing Time

Join Zoom Meeting via audio and/or video:

<https://us02web.zoom.us/j/89925924547?pwd=bEhZc3VZaWY5b25RZUxJUWxnVzVXZz09>

Meeting ID: 899 2592 4547

Passcode: 308934

1-253-215-8782 (United States)

Please check the following sections of the District's website ([www.ghpud.org](http://www.ghpud.org)) for the most current up-to-date Zoom information:

<https://www.ghpud.org/about-us/news/events/> and <https://www.ghpud.org/about-us/contracts-procurement/request-for-bids-proposals-results/>

**Bid Solicitation Documents:** Copies of the bid package may be obtained by contacting Tiffanee Parson in the District's Legal Department at (360) 538-6384, or in the following section of the District's website: <https://www.ghpud.org/about-us/contracts-procurement/request-for-bids-proposals-results/>. Bid packages are posted on the District's website typically within twenty-four (24) hours of a project being advertised in the local newspaper.

**Bid Security: Only written, sealed bids will be received and considered.** No bid shall be considered unless accompanied by a certified cashier's check, or by a signed bid bond, payable to the order of the District, for an amount not less than five percent (5%) of the total amount of the bid (RCW 54.04.080). The bid bond or certified cashier's check must be enclosed in the sealed envelope with the bid at the time the bid is submitted to or received by the District.

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| <b>SECTION 2: INSTRUCTIONS TO BIDDERS</b> |
|---|

**1. SUBMISSION OF BIDS**

Each bid must comply with the following checklist:

- Be in writing using the District's Proposal Form with all details completely and properly filled out;
- Include a signed copy of any addenda;
- Include a signed bid bond or cashier's check for an amount not less than 5% of the total amount of Bidder's bid;
- Be in a sealed envelope;
- Be clearly marked on the outside of the sealed envelope with the District's **project name and bid number, and also include the bid opening date and time**; and
- Submitted on or before the scheduled bid opening date and time.

It is the responsibility of the Bidder to see that the bid is submitted in proper form and before the bid submittal deadline. Any Bid received after the bid submittal deadline will be considered late, marked as to date and time received, and returned unopened.

The Bid Price shall be all-inclusive to include the furnishing of all labor, material, tools and equipment necessary for complete construction and delivery of the equipment as required in the District's scope of work. Bid price shall exclude Washington State Sales Tax.

**2. EXAMINATION/CLARIFICATION OF CONTRACT DOCUMENTS**

Prior to submission of its bid, Bidder shall carefully examine all of the documents included in the District's bid package. Bidder shall promptly notify the District's Legal Department if any portion of the District's bid documents conflict with applicable laws, codes, rules, regulations or contain obvious erroneous information, or if the bidder is in need of any clarification. Any necessary revisions will be outlined in any addendum.

**3. PRE-SUBMITTAL QUESTIONS**

Questions and requests for clarifications on the Request for Bid Documents (RFB) must be submitted in writing by 3:00 p.m., Thursday, May 18, 2023, via e-mail addressed to the Purchasing Contact below. Questions received after this date and time may not be answered.

- a. Please indicate the bid number and title in the e-mail subject line.
- b. Present your questions directly in the body of the e-mail message.
- c. If applicable, cross-reference the specific section of the Call for Bids.

Written answers to all questions and clarifications will be answered by an addendum on or about Thursday, May 25, 2023. Bidder will be required to sign and submit an acknowledgement that it has reviewed the questions and answers prior to submitting its bid.

Purchasing Contact: Amanda Ashby, Purchasing Supervisor, [purchasingsupervisor@ghpud.org](mailto:purchasingsupervisor@ghpud.org)

#### **4. EXCEPTIONS TO CONTRACT DOCUMENTS**

The District may reject a bid proposal if it contains terms or conditions that are materially different from those contained in these Contract Documents. The District may, at its option, consider a Bid Proposal if it contains terms or conditions that are immaterially different from those contained in these Contract Documents by waiving such irregularity as an informality. The Bidder shall provide, with its Sealed Bid, adequate documentation to support any and all exceptions to the Contract Documents, including technical specifications, which will be reviewed during the District's evaluation process.

#### **5. EVALUATION OF BIDS**

Bids will be awarded to the lowest responsive and responsible bidder based on compliance with District specifications, as determined by the District. The District shall be the sole and final arbiter in the determination of whether a bid is responsive and whether a bidder is a responsible bidder under the conditions of the bid. Prices and lead-times will be determining factors in the bid evaluation.

#### **6. REJECTION OF BIDS**

The District reserves the right to reject any or all bids, to waive any informalities or irregularities and technical or legal deficiencies in bids received or the bidding process, reject any items of any bid, unless such bid is qualified by specified limitations, to award on a per item basis unless the bidder states in its bid that its bid is for all items or none, and to accept the bid which in its sole and absolute judgment will under all circumstances best serve the interest of the District.

In the event that all bids are rejected, bidders will be notified and all checks and bid bonds shall be returned promptly to the bidders. Further, in the event all bids are rejected or no bids are received, the District reserves the right to re-advertise or negotiate a contract with a third party to meet the needs of the District.

#### **7. AWARD OF CONTRACT**

Bids will be considered by item within the Proposal Form and may be awarded on any item or combination of items at the option of the District. Once bids have been opened and the District has completed its evaluation process, the District will notify the successful Bidder of a contract award by sending a Notice of Contract Award letter.

Bid results and contract awards are not deemed official until approved by the District's General Manager and/or Board of Commissioners.

**SECTION 3: GRAYS HARBOR PUD BID PROPOSAL FORM**

Bidder is required to use the District’s Bid Proposal Form provided in the District’s bid package.

| <b>A. KILOWATT-HOUR METER, FORM 2S, CLASS 200, 240 VOLT, 3 WIRE, WITH INTEGRATED ACLARA TWACS UMT MODULE</b> |             |                              |            |  |                    |
|--|-------------|------------------------------|------------|--|--------------------|
| ITEM NO.   | MATERIAL ID | ESTIMATED QUANTITY<br>3 YEAR | UNIT PRICE | EXTENDED PRICE<br>FOB DESTINATION<br>(QTY. X UNIT PRICE) | LEAD TIME IN WEEKS |
| 1  | M0001       | 7,000                        |            |  |                    |

| <b>B. KILOWATT-HOUR METER, FORM 2S, CLASS 200, 240 VOLT, 3 WIRE, WITH INTEGRATED ACLARA TWACS UMT MODULE – WITH DISCONNECT</b> |             |                              |            |  |                    |
|--|-------------|------------------------------|------------|--|--------------------|
| ITEM NO.   | MATERIAL ID | ESTIMATED QUANTITY<br>3 YEAR | UNIT PRICE | EXTENDED PRICE<br>FOB DESTINATION<br>(QTY. X UNIT PRICE) | LEAD TIME IN WEEKS |
| 1  | M0003       | 7,000                        |            |  |                    |

The District is requesting pricing for both models A. and B. above. It is the District’s intention of choosing one model that is the most-advantageous to the District based on pricing and the District’s needs.

Bid prices submitted shall include freight costs and shall never include tax.

A signed Bid Bond shall be submitted with the bid. The Bid Bond shall be no less than 5% of the 3-year estimated quantity for the highest of either A or B.

**Bidder Information**

|   |        |                         |
|---|--------|-------------------------|
| Bidders Business Name:                        |        |                         |
| Bidder's Washington UBI No:                   |        |                         |
| Physical Business Address:                    |        |                         |
| City:   | State: | Zip:                    |
| Business Telephone Number:                    |        | Business Email Address: |
| <b>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER</b> |        |                         |

|                     |       |
|---------------------|-------|
| Print Name & Title: |       |
| Signature:          | Date: |

**Exceptions**

Does your submittal make any restrictions or take any exceptions to the conditions or provisions outlined in this specification?

| Yes | No |
|-----|----|
|     |    |



If yes, please explain exceptions:

|   |
|---|
| <b>SECTION 4: MATERIAL SPECIFICATIONS</b> |
|---|

|                         |  |  |  |
|-------------------------|--|--|--|
| Meter Description:      | KILOWATT-HOUR METER, FORM 2S, CLASS 200, 240 VOLT, 3 WIRE, WITH INTEGRATED ACLARA TWACS UMT MODULE   |  |  |
| GHPUD Item Number       | M0001 without disconnect<br>M0003 with disconnect  |  |  |
| General Specifications: | Form:  | 2S   |  |
|                         | Class:   | 200  |  |
|                         | Voltage:   | 240 V  |  |
|                         | Wires:   | 3  |  |
|                         | Disconnect Switch:   | Factory integrated switching device to provide remote disconnection and reconnection of electrical service (when requested as GHPUD Item Number M0003) |  |
|                         | Current Measurement Method:  | via Current Transformer (CT)   |  |
|                         | Measurement Technique:   | Digital multiplication   |  |
|                         | Memory:  | Non-volatile   |  |
|                         | Display:   | 9-digit LCD with programmable display scroll sequence  |  |
|                         | Life Span:   | Designed for 20+ years   |  |
| Operating Temperature:  | -40C to +85C under cover   |  |  |
| Operating Voltage:      | 80% to 115% of nominal voltage   |  |  |
| Frequency:              | 60Hz +/- 5%  |  |  |
| Humidity:               | 5% to 95% relative humidity, non-condensing  |  |  |
| Accuracy:               | Accuracy Class 0.2%  |  |  |
| AMI Module:             | Aclara TWACS UMT module UMT-R-G+-2.20-SP-US-2S-200 integrated by Vendor  |  |  |
| Metrics:                | Integrated unit must be able to display and report these quantities back to the AMI system – +kWh, -kWh, Net kWh, added kWh (Security), and KW   |  |  |
| Applicable Standards:   | Must meet ANSI C12.1, C12.10, C12.18, C12.19, C12.20   |  |  |
| Manufacturer and Model: | Aclara I210+ meter or District-approved equal – Bidder must provide sufficient information to demonstrate equivalent or better specifications in the District's sole evaluation and discretion |  |  |

In addition to the standard nomenclature the meter face plate will include company name "GRAYS HARBOR PUD", TWACS module serial number, and District company number. Company numbers to be specified on Purchase Order releases.

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All meters and communication modules to be delivered pre-programmed. Future programming by the District must be accomplished with existing District equipment. If new software is required it must be supplied with the meters.

Meter supplier to include District company number, manufacturer meter serial number, TWACS module serial number, meter data (amps, volts, type, etc.) and meter test data in a Microsoft Excel spreadsheet in the format provided by Grays Harbor PUD.

|                                      |
|--------------------------------------|
| <b>SECTION 5: LEGAL REQUIREMENTS</b> |
|--------------------------------------|

**TERMINOLOGY**

Whenever these words occur in the bid documents, they shall have the following meanings:

| <b>Term</b>                | <b>Definition</b>   |
|----------------------------|---|
| <b>CONTRACTING OFFICER</b> | The General Manager of the District or its authorized representative  |
| <b>CONTRACT DOCUMENTS</b>  | Contract documents following the District's evaluation of bids and an official Notice of Contract Award to Vendor   |
| <b>CONTRACT PRICE</b>      | Sum of the Bid Item Prices of the awarded Bid Items   |
| <b>DISTRICT</b>            | Public Utility District No. 1 of Grays Harbor County ("Grays Harbor PUD")   |
| <b>VENDOR</b>              | The successful Bidder who is awarded the Contract to supply the materials or equipment as described in the District's bid package, including any Addenda that may be issued |
| <b>LEAD TIME</b>           | The length of time starting on the date Vendor receives the District's Purchase Order and ending at the time that the item(s) are received at the District                  |

**PRICING AND RELEASES**

The quantities listed on the District's Bid Proposal Form are an estimate only using historical data gathered from the previous three (3) years. Purchase Order releases will be on an as-needed basis throughout the Contract. The purchase order will be delivered to the Vendor by e-mail.

The prices submitted on the District's Bid Proposal Form shall remain in effect for the initial three-year contract term. Pricing for any contract renewal will be negotiated and mutually agreed upon by the Parties prior to the expiration of the initial contract term.

**DELIVERY**

Following the receipt of a purchase order, contract materials are to be delivered within the lead time specified by the Vendor on the submitted "Bid Proposal Form". The delivery time will be enforced for all releases of this contract and any contract renewals.

Any change in the lead time shall be reported immediately by a written confirmation and explanation thereof. The delivery date shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the bidder.

**TRANSPORTATION AND DELIVERY**

Delivery shall be FOB destination, freight prepaid and allowed to 2704 Cherry Street, Aberdeen, Washington 98520. The Vendor will be responsible for all damage to shipment incurred in transit, and the reconciliation thereof. A packing list shall accompany each shipment.

Delivery shall be Monday through Friday between the hours 9:00 a.m. to 3:30 p.m. Pacific Time. Failure to deliver prior to 3:30 p.m. will not guarantee unloading until the next business day. No delivery will be received on national holidays.

Material shall be delivered on covered or enclosed trucks and in clean condition.

### **CLAIMS AGAINST THE DISTRICT**

For the convenience of the parties it is mutually agreed that any claims or causes of action which the Vendor has against the Grays Harbor PUD arising from this contract shall be brought in the Superior Court of Grays Harbor County, Washington within 180 calendar days from the date of final acceptance of the contract by the District. The parties understand and agree that the Vendor's failure to bring suit within the time period provided shall be a complete bar to any such claims or causes of action.

### **PUBLIC RECORDS ACT REQUIREMENTS**

All bids, proposals, Contract documents and related materials (collectively, "Materials") submitted in connection with any proposal or bid are subject to public review and approval by the Board of Commissioners and/or the District's General Manager. Bidder acknowledges and agrees to such public review and approval. With limited exceptions, all materials submitted become public records and are subject to the provisions of RCW Chapter 42.56 (the "Act"). In most instances, all materials will be subject to inspection and copying by the public. Bidders claiming any exemption from public disclosure shall indemnify and hold the District harmless from any and all costs arising out of a public records request that the Bidder claims contains **proprietary information** or **trade secrets**.

### **LIABILITY OF THE VENDOR**

**Suit, Actions, Claims and Indemnification.** The Vendor shall save the District (including all its managers, commissioners and employees) harmless from all suits, actions, or claims brought on account of injuries to any person, including death, and damage to third party tangible property to the extent caused by the Vendor's negligence in the performance of the work or from any claim arising or recovered under the Workman's Compensation Laws or any other omission by the Vendor or its employees while carrying on operations under this contract. Such defense and indemnification obligations are conditional upon the Vendor being given prompt written notice of the claim and the authority to control the defense of such claim. The District may hire separate counsel at its own costs. To the extent any such claim is contributed to both Parties, the degree of culpability for each Party shall be apportioned in accordance with the principles of comparative negligence.

### **LIMITATION OF LIABILITY**

**Force Majeure:** Neither Party shall be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including, but not limited to: acts of God; unusually severe or harsh weather conditions; fire; flood; hurricanes; tornadoes; third party strikes or other labor difficulties; epidemics; quarantine restrictions; war, insurrection or riot; acts of a civil or military authority; embargoes; fuel or energy shortage; blockades; and transportation delays or accidents. In the event of delay in performance due to any of the foregoing causes, the date of delivery or time for

completion will be extended by a period of time equal to the greater of: (i) the time reasonably necessary to overcome the effect of such delay; or (ii) the time equal to the period of the delay. Either party may terminate the Contract if the force majeure event extends past ninety days.

**Consequential Damages:** Neither party shall be liable for any special, incidental, punitive, indirect, or consequential loss or damage.

### **INDEPENDENT VENDOR**

The parties agree that the Vendor is an independent contractor and not an employee, or agent or servant of Public Utility District No. 1 of Grays Harbor County, Washington, and the Vendor will hold the District harmless from any claim, personal or property, to itself, its employees and third parties who may arise from the work herein contemplated.

### **OWNER AS A THIRD PARTY**

The term “third party” as used in this Agreement shall not include the owner or joint venture, or any entity with an ownership interest in the facility upon which the Vendor is delivering equipment or performing services, or their agents, employees, officers, or commissioners.

### **WARRANTY**

#### **EQUIPMENT WARRANTIES AND REMEDY:**

The Vendor warrants that each newly manufactured item sold hereunder and such portion of a repaired/refurbished item as has been repaired or replaced by the Vendor under this warranty, shall be free from defects in design, material, workmanship, and title at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to the Vendor’s attention during the warranty period, then (i) the Vendor shall correct such failure by, at the Vendor’s exclusive option, repair or replacement of the nonconforming item or portion thereof. The District shall promptly make the product available to be worked by the Vendor’s personnel or agents; or (ii) the District, at the Vendor’s request, shall load the product for shipment to the Vendor’s plant, at the Vendor’s expense and with the Vendor’s written return authorization. The District agrees that this remedy shall be its sole and exclusive remedy against the Vendor and that no other remedy shall be available or pursued by the District against the Vendor. In no event shall the Vendor be liable for special, incidental, or consequential damages.

The warranty shall cover the integrated meter and communications module. The warranty period shall extend twelve (12) months from the date of receipt by the District unless a different warranty period is agreed to by the Vendor. The warranty period for repaired/refurbished items shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by the Vendor is found to have been subject to:

1. Mishandling, misuse, negligence or accident.
2. Testing of equipment above normally accepted field tests.
3. Repair or alteration by anyone other than the Vendor without the Vendor's express, advance written, approval.

### **CHANGE ORDERS**

The District may, from time to time during the progress of the Project, make such changes in, additions to, or subtractions from, the Plans, Specifications, Drawings, and/or Exhibits as conditions may warrant. All such changes shall be authorized by a written Change Order, signed by the District and the Vendor. The Vendor shall not be required to perform out-of-scope or extra work without its written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

A Change Order is a written order to the Vendor, signed by the District (or its authorized agent) and the Vendor, issued after the execution of this Contract, authorizing an addition, deletion, or revision in the Scope of Work or an adjustment in the compensation or the schedule. Verbal change orders are prohibited.

The increase or decrease in the compensation or change in schedule resulting from a change in the Project shall be determined by mutual agreement. If the parties are unable to agree to such change in the Vendor's compensation or the schedule, the Vendor, upon receipt of a written order signed by the District, shall promptly proceed with the services or work involved. The cost of such additional services or work shall then be determined on the basis of the actual time and expense incurred for performing the services or work attributed to the change. In such case, the Vendor shall maintain a separate time and expense accounting for the additional services or work.

The Vendor agrees that any change in the Contract Amount or Contract Time provided in a Change Order is full and complete compensation to the Vendor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Vendor's schedule, and for any equitable adjustment or time extension to which the Vendor may be entitled for this Change Order, pursuant to the Contract between the District and the Vendor.

### **PURCHASE ORDER NUMBER/PAYMENTS**

A Purchase Order number will be assigned by the District to identify releases of goods purchased under this contract. All correspondence and invoices should be plainly marked with the Purchase Order numbers for identification purposes.

Payment will be made thirty (30) days after receipt and acceptance of materials ordered. Invoices shall be emailed to [ap@ghpud.org](mailto:ap@ghpud.org) or sent to:

To: Grays Harbor PUD  
Attn: Accounts Payable  
2720 Sumner Avenue

P.O. Box 480  
Aberdeen, Washington 98520

**LEGAL NOTICES**

All notices from one party to any other party will be made in writing and e-mailed *or* mailed to the addresses and persons specified below. A party may change its address by providing notice of the same in accordance herewith.

To: Grays Harbor PUD  
Attn: Legal Department  
2720 Sumner Avenue  
P.O. Box 480  
Aberdeen, WA 98520  
E-mail: legal@ghpud.org

To: **[INSERT VENDOR'S INFORMATION]**

**ATTORNEYS' FEES**

In the event of any action or lawsuit between the parties, the prevailing party will be entitled to recover its reasonable attorneys' fees, expenses and costs of litigation, (including on appeal) in addition to any other relief granted or awarded. The parties agree that the venue for any legal action shall be in the State of Washington, Grays Harbor County.

**TERMINATION**

The District reserves its right, at its sole discretion, to immediately terminate this Agreement for any reason the District may deem necessary, including but not limited to performance issues such as poor, negligent or inefficient goods, as determined by the District.

Except in emergency situations, the District shall provide the Vendor written notice of early termination and the reasons for any early termination at least five (5) days' in advance (where possible). In case of any such termination of the Agreement, the Vendor shall not be entitled to receive any further payment until the goods are wholly finished or replaced and are deemed satisfactory to the District, at which time if the unpaid balance of the amount agreed to be paid to the Vendor under the Agreement shall exceed all the expenses incurred by the District in finishing or replacing the goods, such excess shall be paid by the District to the Vendor or its legal representatives. But if all such expenses shall exceed such unpaid balance, the Vendor shall pay the difference to the District forthwith upon demand. Notwithstanding the above, the Vendor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Agreement by the Vendor and the District may withhold any payments to the Vendor for the purpose of setoff until such time as the exact amount of damages due the District from the Vendor is determined.



**TERMINATION FOR CONVENIENCE OF THE DISTRICT**

The District may terminate this Agreement at any time and without cause by a notice in writing at least thirty (30) days' in advance from the District to the Vendor. In that event, all finished or unfinished documents and other goods shall at the option of the District, become its property. If the Agreement is terminated by the District as provided herein, the Vendor will receive compensation in accordance with the Termination provision above. The thirty (30) day advance written notice requirement only applies to this Termination for Convenience provision of the Agreement. Otherwise, termination for any other reason shall require at least five (5) days' advance written notice (where possible).

**SECTION 6: CONTRACT**

THIS CONTRACT TO FURNISH AND SUPPLY Electrical Meters is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR COUNTY (hereinafter called the “District”), and

**[INSERT VENDOR INFORMATION]**

(hereinafter called the “Vendor”).

**WITNESSETH:**

That the District and the Vendor in consideration of the payments hereinafter mentioned agree as follows:

**ARTICLE I.**

The complete Contract includes the Advertisement for Bids, Bidding Regulations, Instruction to Bidders, Proposal Forms, Contract Specifications, Legal Requirements and all modifications incorporated in these documents before their execution. The foregoing documents shall hereinafter be called “Contract Documents.” All obligations of the District and the Vendor are fully set forth and described herein.

In the event of a discrepancy between any of the Contract Documents, as above defined, at the request of the Vendor, the District shall give a written interpretation thereof, which interpretation shall govern.

**ARTICLE II.**

The Vendor agrees to furnish free and clear of all liens and encumbrances all equipment, apparatus, facilities and drawings according to the Specifications contained in the Contract Documents for which he was the successful bidder.

The District hereby promises and agrees with the Vendor to employ and does employ the Vendor to furnish all equipment in strict accordance with the accepted Plans and Specifications and hereby contracts to pay for the same according to the price stated in the Proposal.

**ARTICLE III.**

Contract Term: Furnish and supply Electrical Meters as needed by the “District” for three (3) years. The Parties have the option to renew the contract for one (1) additional, one (1)-year term upon mutual agreement of the Parties.

Pricing shall remain the same for the initial three-year contract term. Pricing for the one (1)-year contract renewal will be negotiated and mutually agreed upon by the Parties prior to the expiration of the initial contract term.

Bids will be in accordance with the District's bid documents.

**ARTICLE IV.**

**Vendor's Bid Proposal Form with pricing information is attached hereto in Exhibit "A."**

[VENDOR]: PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS  
HARBOR COUNTY, WASHINGTON:

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Schuyler Burkhart, P.E., General Manager

UBI # \_\_\_\_\_

**SECTION 7: BID BOND FORM**

**THE DISTRICT REQUIRES ALL BID BONDS TO BE IN THE FOLLOWING FORMAT:**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ as Principal(s) (“Principal”) and \_\_\_\_\_, as Surety licensed to undertake surety business in the State of Washington (“Surety”), are held and firmly bound unto Public Utility District No. 1 of Grays Harbor County, Washington, (the “District”) as obligee, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (being 5% of the total amount of the bid) submitted as part of this bid, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, as provided herein..

WHEREAS, Principal is submitting herewith a Bid Proposal for:

NOW, THEREFORE, the condition of this obligation is that if Principal is awarded the contract which the Principal has proposed to undertake, and enters into a contract pursuant to such award and gives a bond for the faithful performance of the contract, and payment in full to subcontractors and laborers, materialmen and vendors, then this obligation shall be void; otherwise, the amount hereinabove specified in this Bid Bond shall be paid to the District as liquidated damages, all in accordance with RCW 54.04.080.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(SURETY)

\_\_\_\_\_  
(PRINCIPAL)

By\_\_\_\_\_

By\_\_\_\_\_

Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Street Address\_\_\_\_\_

Street Address\_\_\_\_\_

Mailing Address\_\_\_\_\_

Mailing Address\_\_\_\_\_

City/State/Zip\_\_\_\_\_

City/State/Zip\_\_\_\_\_

(Power of Attorney attached)