INVITATION FOR BID NO. 696116

FOR

BALANCE OF PLANT SITE CONSTRUCTION
HORN RAPIDS SOLAR, STORAGE AND TRAINING PROJECT

AT

ENERGY NORTHWEST
HORN RAPIDS SOLAR, STORAGE AND TRAINING SITE

BID DUE DATE: SEPTEMBER 17, 2019

SECTION I
INSTRUCTIONS TO BIDDERS

I.1 ACRONYMS

BOP – Balance of Plant
HRSST - Horn Rapids Solar, Storage and Training project
IFB – Invitation for Bid
ISPM – Industrial Safety Program Manual
PPE – Personal Protective Equipment
QA – Quality Assurance
QC – Quality Control
RCW – Revised Code of Washington
SOW – Scope of Work

I.2 INTRODUCTION

Energy Northwest, a Municipal Corporation and Joint Operating Agency of the State of Washington doing business on behalf of the Business Development Fund (EN or "Owner"), is soliciting competitive proposals (also interchangeably referred to as "Bids" herein) from experienced, qualified bidders for the Horn Rapids Solar, Storage and Training (HRSST) Balance of Plant (BOP) Site Construction Project (referred to as "Project") which will be located on EN leased land at 2800 Horn Rapids Road Richland, WA 99354.

The Bidder will be selected in accordance with RCW 43.52.560. This IFB is subject to Prevailing Wage requirements pursuant to RCW 39.12.

Bids shall be submitted in strict compliance of the specifications and governing terms and conditions. Any exceptions may result in your Bid being declared non-responsive.

This IFB is comprised of:

- Section I — Instruction to Bidders
- Section II — Statement of Work, Special Provisions, General Provisions, Appendices, Exhibits and Attachments

I.3 SUBMISSION OF BID

No staples, paper clips or binders please!

Bid documents may be submitted by express delivery (FedEx or UPS) or in person. **Electronic Bids <u>will not</u> be accepted**. It is the Bidder's responsibility to allow sufficient time so Bids are received prior to the public Bid opening date and time, September 17, 2019 at 2:00pm (Pacific Standard Time).

It is the sole responsibility of the Bidder to deliver its Bid to Energy Northwest before the time stated above. This responsibility remains with the Bidder regardless of the selected mode of delivery. Bids received prior to Bid opening time become the sole property of Energy Northwest, unless the Bidder elects to withdraw its Bid under the conditions herein provided. Any Bid received after the time set for opening of Bids will be rejected. Any Bid received without the required Bid documents as stated in this IFB will be deemed nonresponsive.

<u>Personal Delivery</u>
Energy Northwest
Attn: Sherri Schwartz
Office No. 1-171
3000 George Washington Way
Richland, WA 99354

<u>FedEx or UPS</u>
Energy Northwest
Attn: Sherri Schwartz, MD/1035
3000 George Washington Way
Richland, WA 99354

Each Bid submitted shall constitute an offer to Energy Northwest and shall be irrevocable for a period of sixty (60) days following Bid opening. Contract Award, if any, shall be made within sixty (60) days from the date of Bid opening.

I.4 BID EVALUATION CRITERIA

A. For the purposes of evaluating Bids, Energy Northwest will consider a number of factors and will not evaluate based on cost alone. Energy Northwest reserves the right to let the Contract to the <u>responsible, responsive and qualified Bidder with the lowest price,</u> whose Bid will be most advantageous to Energy Northwest, price and any other factors considered.

B. **Required or Bid will be rejected**: Bids are to be submitted in accordance with the instructions contained herein, and on the prescribed forms.

1. Completed and signed Bid Form (Appendix "B"). No alterations or modifications to the Bid Form shall be accepted. Any alterations or modifications to the Bid Form will result in the Bid being rejected.

2. Proposed Project Schedule and Milestones. Schedule should include sufficient detail for performance evaluation. The desired date of completion is January 30, 2020.

3. Bidder shall provide a schedule of values breaking down the Bid Price. Bidder shall include applicable line items. Schedule of values may include:

   - Performance and Payment Bond
   - Materials
   - Mobilization
   - Site Work
   - Cleanup and demobilization

C. Responsible Bidder: Pursuant to RCW 39.04.350(1), Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. Bidder shall:

1. Declare on the Bid Form, Bidder's current Washington Unified Business Identifier (UBI) number.

2. Declare on the Bid Form, if Bidder has ever been disqualified from performing Work on any state or federal contract, pursuant to RCW 39.06.010 or 39.12.065(3).

3. Declare on the Bid Form, the Bidder has Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW.

4. Declare on the Bid Form, the Bidder has a Washington Employment Security Department number, as required in Title 50 RCW.

5. Declare on the Bid Form, the Bidder has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.

6. Declare on the Bid Form, Bidder's current certificate of registration number as a contractor in compliance with RCW 18.27, which must be in effect at the time of Bid due date.
7. Declare on the

8. Declare on the Bid Form, Bidder has completed Contractor Training or is exempt. Beginning July 1, 2019, all businesses are required to have

Contractor Training prior to bidding and/or performing Work on public works projects per Engrossed Second Substitute House Bill (ESSHB) 1673 legislation. Use web address below to learn more about Contractor Training.
https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp

9. Within the three (3) year period immediately preceding the Bid solicitation date for this Work, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, or any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. Before contract award, a Bidder shall submit to Energy Northwest a signed statement in accordance with Chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria required of RCW 39.04.350(g)(1).

D. Responsive Bidder: **Supplemental Bidders Data to be provided with the Bid.** Pursuant to RCW 39.04.350(2), Bidder shall provide the following Supplemental Bidders Data for Bid evaluation.

1. Declare on the Bid Form, if the Bidder has had a Lost Time injury in the last 12 months. Provide date(s) of the Lost Time injury(s) in a separate document.

2. Declare on the Bid Form, if the Bidder has had a Recordable injury in the last 12 months. Provide date(s) of the Recordable injury(s) in a separate document.

3. Exceptions to Energy Northwest Appendix "D" – General Provisions: The interests of Energy Northwest shall be protected by negotiation of contract terms and conditions that are fair and reasonable. Energy Northwest will not engage in a lengthy negotiation of the General Provisions.

Extensive or material exceptions may result in Bidder's proposal being declared non-responsive.

E. Qualified Bidder: Supplemental Bidders Data to be provided with the Bid. Pursuant to RCW 39.04.350(2), Bidder shall supply the following Supplemental Bidders Data for Bid evaluation.

1. Equivalent Project Experience: Bidder shall have technical knowledge and practical experience in the type of work specified. Specific experience installing underground medium voltage cable, reclosers, vaults, and transformers. Bidder shall have successfully completed projects of a similar size and scope as described in the IFB documents within the last five (5) years. Bidder to submit a minimum of two (2) equivalent projects. In evaluating whether the projects were "successfully completed," Energy Northwest may check Bidder references. Project description to include the following:

Customer name
Address
Contact person
Phone number and email address
Dollar value of the project

2. Key Personnel: Name, title, certification(s) and resume of proposed personnel.

   - Primary contact for this Work
   - Project Manager
   - Foremen and/or supervisor(s)

3. Means and Methods: Bidder shall be responsible for determining the most efficient method for performing the Work. Bidder shall provide **all** necessary resources to complete the Scope of Work herein. Bidder shall provide a detailed description of the means and methods (i.e. cost effective, timeliness) for successfully completing this Work.

4. Bonding Capacity: For the purposes of this evaluation, Bidder shall provide a Bid Bond from Surety that Bidder has the capacity to provide a 100% Performance & Payment Bond for the total Bid price. See detailed instructions in I.11 below.

5. Subcontractors: Bidder shall provide a list of Subcontractors who perform any of the Work as set forth in the Contract Documents. Further, Bidder shall describe each portion of the Work which it intends to have performed by subcontract, designate a point of contact or Project Manager for the Work identified, and provide information regarding each subcontractor's safety record for the past five years. All Subcontractors used must be registered to Work in the State of Washington and meet the same requirements as the Contractor.

I.5 BID EVALUATION PROCEDURE

A. The Bid documents will be reviewed and evaluated by Energy Northwest. Energy Northwest reserves the right to award the Contract to the responsible, responsive and qualified Bidder with the lowest price, whose Bid will be most advantageous to Energy Northwest, price and any other factors considered. The evaluation criteria are provided in the following table. Each Bidder submitting a Bid should include sufficient information for Energy Northwest to evaluate the Bidder's qualification in each area.

B. **Evaluation Table:**

Bidder Criteria	Bidder Response
Total Bid Price	
Project Schedule with Completion Date of 1/30/2020	
Required Bidder Information (Section I.4, Item B)	Yes or No
Responsible Bidder (Section I.4, Item C)	Yes or No
Responsive Bidder (Section I.4, Item D)	Yes or No
Qualified Bidder (Section I.4, Item E)	Yes or No

I.6 MANDATORY EXAMINATION OF SITE

A **MANDATORY** examination of the site is scheduled to allow prospective Bidders access to the site. Bidders are ask to attend the only scheduled examination of the site at the following location. which is a public building therefore registering is not required.

Date: August 21, 2019

Time: 9:00am to 11:30am (Pacific Time)

Location: 3000 George Washington Way
Richland, WA 99354
2800 Horn Rapids Road
Richland, WA 99354.

Meeting Room: Walkley Room/Meet in Lobby

Bidder shall satisfy itself concerning the nature and the location of the Work, the general and local conditions, particularly those affecting transportation, disposal, handling and storage of materials, availability of labor and applicable wage rates, water and electric power, roads, climate conditions and seasons, and physical conditions at the actual work site and project area as a whole, the equipment and facilities needed preliminary to and during Work prosecution, and all other matters which can in any way affect the Work or the cost thereof. Failure of the Bidder to acquaint itself with all available information regarding any applicable condition shall not relieve Contractor of the responsibility for properly estimating both the difficulties and the costs of successfully performing the Work.

I.7 INTERPRETATIONS, QUESTIONS, AND COMMUNICATIONS WITH BIDDERS

It is the intent of Energy Northwest to obtain Bids which are in strict accordance with this IFB and contain no clarifications, assumptions, etc. No oral interpretations will be made to any Bidder as to the meaning of any part of this IFB. All questions must be made in writing sent via email to Sherri Schwartz, Procurement Specialist **on or before August 28, 2019**. Energy Northwest reserves the right to determine if an interpretation is required. Every appropriate interpretation made to a Bidder will be in the form of an Addendum which, if issued, will be sent as promptly as practicable to all parties to whom the IFB has been issued. There will be no back and forth dialogue. All such addenda shall become part of this IFB.

I.8 EXAMINATION OF DOCUMENTS

Bidder shall thoroughly examine, and be familiar with, all parts of this IFB, including attachments. The failure or neglect of the Bidder to examine any document shall in no way relieve the Bidder from any obligation or be the basis for a claim with respect to its Bid or to the Contract.

I.9 PREVAILING WAGE

A. Labor provided under any contract awarded hereunder is subject to Washington State prevailing wage rates. The Bidder awarded this Work must file an intent to pay and affidavit of wages paid as required by RCW 39.12.040 and Washington Administrative Code (WAC) Chapter 296-27. Note: Even sole proprietors must file forms. There is no exemption from the requirement to file the forms.

B. Prevailing wage rates can be found on the Washington State Department of Labor and Industries web site at the following address:

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

C. It shall be the sole legal and contractual obligation of the Bidder to determine the correct labor categories and the prevailing wage categories when preparing its Bid for this Work as of the publish date of August 1, 2019. If you want to view rates that are effective as of August 1, 2019, be sure to enter an effective date that is on or after 8/1/2019. Bidder shall contact the Washington State Department of Labor & Industries for any clarification on the selection of applicable prevailing wages and/or categories. Energy Northwest **shall not** be liable for any resulting difference in prevailing wages paid by the Contractor or Subcontractors.

D. The work site location is in Benton County, Washington State.

I.10 BID FORM

Bids shall be submitted on the Bid Form, Appendix “B” provided with the IFB Documents. Any submittals or data which may be required by the IFB Documents to support a Bid shall be attached to the Bid Form. The Bid Form must be properly executed; all blanks must be filled in. All Bids shall be submitted in strict compliance

with the IFB Documents and the technical and commercial requirements contained herein. Bids which do not comply with these requirements or which contain or are conditioned upon different terms provided by the Bidder may be rejected. Any Bid which attempts to disclaim liability for the Bidder's negligence or to disclaim liability for damage, which arises from Bidder's acts, to person or property, may be deemed a non-responsive Bid.

Bidder shall specifically identify by paragraph and page number and describe in detail in its Bid proposal each variation or departure from the IFB Document. If, in Energy Northwest's opinion, the Bid proposal contains material variations in or departures from the commercial terms or functional design requirements, it may be rejected as being non-responsive.

I.11 BID BOND

As referenced in Section I.4.E.4 above, and pursuant to RCW 54.04.080, each Bid shall be accompanied by a Bid Bond in an amount not less than five percent (5%) of the Total Bid Price with a corporate surety licensed to do business in the State of Washington or accompanied by a certified or cashier's check payable to the order of Energy Northwest for a sum not less than five percent (5%) of the amount of the Total Bid Price, conditioned that the Bidder shall pay Energy Northwest as liquidated damages the amount specified in the bond, unless Bidder enters into a Contract in accordance with their Bid and furnishes the Payment and Performance Bond hereinafter mentioned within ten (10) days from Contract Award. Any Bid Bond which attempts to reduce the amount payable from the five percent (5%) required by RCW 54.04.080 shall be deemed noncompliant and cause the Bid to be rejected.

If a Bid is rejected, or if a Bid is accepted and a Contract executed, any check shall be returned in each instance within a period of ten (10) days to the Bidder furnishing the same. If the Bid is one of the three low Bids, such check or bond shall be held by Energy Northwest until Contract Documents are fully executed by Energy Northwest and successful Bidder and the Payment and Performance Bond is provided. The Bidder's failure to submit its Bid Bond may result in rejection of the Bid.

I.12 ADDENDA ACKNOWLEDGMENT

Bidder shall acknowledge receipt of addenda issued during the bidding period by indicating receipt of the addendum on the Bid form. It shall be the absolute responsibility of the Bidder, prior to the opening of Bids, to ascertain that its price includes all addenda issued by Energy Northwest.

I.13 ALTERATION OF BID FORMS

Bids that are conditioned in any way, or that contain erasures or interlineations not authenticated as provided herein, or that contain items not called for, items not in conformity with applicable law, or constitute changes, additions, recapitulations, or any other modifications of the bidding forms that are not specifically called for in the IFB shall, if material, cause the Bid to be rejected. Any interlineations or other changes to the Bid Form shall be authenticated when initialed by the person signing the Bid.

I.14 MODIFICATION OF BIDS

A modification of a Bid already received will be considered only if the modification is received prior to the time and date due. All modifications shall be made in writing, executed and submitted in the same form and manner as the original Bid. Modifications must be clearly identified as a "Bid Modification". Telephone or telegraphic modifications will not be considered.

I.15 WITHDRAWAL OF BID

Bidder may withdraw its Bid at any time prior to the time set for opening of Bids by giving written notice to Energy Northwest at the place designated for receipt of Bids. No Bidder will be permitted to withdraw its Bid after Bid opening unless Energy Northwest fails, for more than sixty (60) days after the time set for the opening of Bids, to either give notice of acceptance of a Bid as provided herein or to reject all Bids. Negligence on the part of the Bidder in preparing its Bid confers no rights for the withdrawal or modification of the Bid after the time and date due of Bid submission.

I.16 ACCEPTANCE OR REJECTION OF BIDS

Energy Northwest reserves the right to reject any and all Bids or to accept the Bid which in its sole and absolute judgment shall under all circumstances best serve the interest of Energy Northwest.

Energy Northwest reserves the right to reject any Bids which are incomplete, obscure or irregular, any Bids which omit a Bid on any one or more items for which Bids are required, any Bids which omit unit prices if unit prices are required, any Bids in which unit prices are unbalanced in the opinion of Energy Northwest, any Bids accompanied by insufficient or irregular Bid securities, and any Bids otherwise determined to be nonresponsive.

Energy Northwest shall be the final authority with regard to whether a Bid is responsive and whether a Bidder is a responsible Bidder under the conditions of its Bid. No award of Contract shall be invalidated solely because of the failure of any prospective Bidder to receive an IFB package.

I.17 CONTRACT AWARD

Award of a Contract, if made, will be for the scope of work to the Bidder who is determined to be qualified, responsive and responsible, offering the best Bid price and on the data furnished with the Bid. Energy Northwest may reject the Bid of any Bidder who has failed to perform satisfactorily a previous Contract with Energy Northwest. There is no representation made by Energy Northwest that guarantees usage or a dollar amount. Recommendation for award of the Contract(s) will consider the proposal which is most advantageous to Energy Northwest.

I.18 PROPRIETARY DATA – PUBLIC RECORDS ACT

Bidders are cautioned that information contained in Bids relating to price and Contract terms and conditions cannot be regarded as proprietary under applicable Washington

State Statutes relating to public disclosure. Bidders are further cautioned that other information submitted to Energy Northwest may become a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Disclosure Act.

I.19 REFUSAL TO EXECUTE CONTRACT

Should the successful Bidder fail or refuse to execute a Contract and furnish a Performance and Payment Bond within ten (10) days after notification of Contract Award by Energy Northwest, the Bidder shall be considered to have abandoned the Bid and the check or Bid Bond in the amount of not less than five percent (5%) of the Bid delivered with the Bid shall thereupon be due and owing to Energy Northwest as liquidated damages for such failure or refusal, and Energy Northwest may thereupon award the Contract to any other Bidder.

I.20 PERFORMANCE AND PAYMENT BOND

Cost of the Performance and Payment Bond shall be accounted for in the Bid Price. Pursuant to RCW 54.04.080 Contractor shall provide a Performance and Payment Bond within ten (10) days from the notification of Contract Award. To assure compliance with the terms of the Contract Documents, the Contractor shall furnish the Performance and Payment Bond in an amount equal to one hundred percent (100%) of the amount of the Total Bid Price, excluding Washington State sales tax, with surety or sureties who are acceptable to Energy Northwest. The Performance and Payment Bond shall remain in force for a period of 365 days after the receipt of the signed Final Statement and General Release form from the Contractor.

I.21 WRITTEN BID PROTEST PROCEDURES

A. Purpose: These protest procedures are included in this IFB to provide a prompt, fair and equitable administrative remedy to all Bidders and prospective Bidders (for convenience “Bidders”) regarding alleged substantive errors or omissions in the IFB or regarding any decision by Energy Northwest to award the Contract, to declare a Bid non-responsive, or to find a Bidder not responsible.

B. Form of Protest: In order to be considered, a Protest shall be in writing and shall include: (1) the name, street address, telephone, fax number and email address of the aggrieved party and/or their authorized representative; (2) the IFB title and number under which the Protest is submitted; (3) the economic interest of the aggrieved party in the Contract to be awarded under the IFB; (4) a detailed description of the specific grounds for the Protest and any supporting documents;, (5) the specific ruling or relief requested; and (6) evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a written statement to that effect. In the event the protesting party asserts the responsibility of any other Bidder as a ground for Protest, it must address in detail the specific responsibility criteria identified in the particular IFB and, absent such specific responsibility criteria, the matters addressed in Chapters 39.04 and 39.06 RCW pertaining to Bidder and/or Subcontractor responsibility. The transmittal envelope must clearly identify the IFB number on its face and be labeled as a “Bid Protest.” No Protest will be considered by Energy Northwest if all Bids are rejected or if the Protest is

received after award of the Contract as contemplated by this IFB. The protest shall be provided to Energy Northwest General Counsel at Deschutes Building, MD PE13, 76 North Power Plant Loop, Richland, Washington 99354; Attention: S.A. Vance, General Counsel; 509-377-4650.

C. Timing:

1. Prior to Bid Opening or Due Date: Protests based on the specifications or other terms in the IFB Documents which are apparent on the face of said documents must be received by Energy Northwest no later than ten calendar days prior to the date established for submittal of Bids. Protests based on other circumstances must be received by Energy Northwest within five calendar days after the protesting Bidder knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all bids are rejected or after award of the Contract.

2. After Bid Opening and Prior to Award: Within two full business days (the equivalent of 16 business hours) after the advertised date and time of bid opening, as amended (Saturday, Sunday, and legal holidays excluded), any party planning to protest must file a written notice of such intention with the Energy Northwest General Counsel. If no notice is received by the Energy Northwest General Counsel within the two business days, all eligible protestors will be considered to have waived their right to protest. Notice of intention must stipulate (1) name, address, and phone number of the aggrieved party; (2) the IFB number and title under which the protest is submitted; and (3) the intended grounds for the protest.

   The complete protest, prepared according to the criteria set forth herein (and consistent with the criteria set forth in subsection I.21.B above), must be received by the Energy Northwest General Counsel within two business days (sixteen business hours) after the date and time of receipt of the Notice of Protest.

   After the two business days have passed from bid opening date/time, Energy Northwest will proceed as follows:

   If a notice of intent to protest was filed with the Energy Northwest General Counsel during the two business days following bid opening, the Energy Northwest General Counsel's may make the following determination:

   a. Suspend the award decision to allow consideration of the protest before award is made; or

   b. Declare intent to award and wait a minimum of two business days (sixteen business hours as defined above) before entering into a contract. Written notice of intent to execute a contract shall be met by either one of the following methods: (1) public posting by Energy Northwest with a named intent to award indicated on the posted tabulation, made public or accessible to the public by telephone and/or posting on the Energy Northwest internet location designated for bid results; or (2) an Energy Northwest memorandum request to

authorize award to the apparent successful bidder. The first memorandum request submitted either to the Energy Northwest Executive Board (if applicable) or official or employee with delegated approval authority shall be considered notice of intention to award.

After bid opening, only bidders that submitted a bid, subcontractors, or others that can show a substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of the bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. Such issues that were known or should have reasonably been known must have been protested prior to bid opening and are no longer eligible as an issue of protest. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score or bid price upon which award decisions are based; or
- Non-compliance with procedures described in the solicitation for the opening and award itself.

D. Review by Energy Northwest:

1. Energy Northwest shall promptly consider the Protest based on the written submittal. In its sole discretion, Energy Northwest may give notice of the Protest to other interested parties, including other Bidders. Energy Northwest reserves the right to resolve or to attempt to resolve any Protest that concerns the form or content of the solicitation and which Protest was received before the Bid due date or Bid opening through written addenda to the Bid documents.

2. Energy Northwest may, in its sole discretion, elect to hold a hearing regarding the Protest. A hearing will not, however, generally be held unless Energy Northwest believes it would be helpful to the resolution of the Protest. At the hearing, the aggrieved party will be given a reasonable opportunity to present relevant evidence and to make legal arguments. Other interested parties may also be given the opportunity to do so. The hearing will generally be recorded, and Energy Northwest will maintain an official record of all documentary evidence presented at the hearing. Energy Northwest will issue a written final decision on any submitted Protest. In making its decision, Energy Northwest may consult with others and consider information relating to the Protest from any source, including other interested parties. A copy of the final decision will be provided to the aggrieved party, and any other party as may be required, by either: (i) personal service; (ii) facsimile; or, (iii) email, with telephonic confirmation.

3. Determination: The determination by Energy Northwest shall either:

   a. Find the protest lacking in merit and uphold Energy Northwest's action; or

b. Find only minor technical or harmless errors in Energy Northwest's acquisition process and determine Energy Northwest to be in substantial compliance and therefore reject the protest; or
c. Find merit in the protest and pursue correction including correcting the errors and reevaluating the bids, and/or reissuing the solicitation to begin a new process; or
d. Make other findings and determine other courses of action, as appropriate.

E. Stay of Award of the Contract: Energy Northwest will stay award of the Contract for two (2) business days following the issuance of its final decision. The term "business day" shall mean any day on which Energy Northwest is open for regularly conducted business.

F. Appeal: Any appeal must be filed within two business days of the determination being delivered by the Energy Northwest General Counsel to the aggrieved party. An appeal must be in writing and submitted to the Energy Northwest General Counsel. The written statement of appeal must provide a substantial basis for an appeal, based on the information submitted as part of the original protest. New information or basis of protest will not be considered during the appeal process. This shall be the final appeal provided to the protestor. The protest shall be considered by the Energy Northwest General Counsel who shall consider all facts and issues, and shall issue a final decision on behalf of Energy Northwest. If the aggrieved party appeals the decision, then the subsequent determination by the Energy Northwest General Counsel shall be final and conclusive. The notice shall be provided to Energy Northwest General Counsel at Deschutes Building, MD PE13, 76 North Power Plant Loop, Richland, Washington 99354; Attention: A.D. Rains, Assistance General Counsel; 509-377-4491.

G. Strict Compliance: Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract.

SECTION II

- **APPENDIX "A" - STATEMENT OF WORK**
- **APPENDIX "B" - BID FORM**
- **APPENDIX "C" - SPECIAL PROVISIONS**
- **APPENDIX "D" - GENERAL PROVISIONS**
- **APPENDIX "E" – GENERAL TERMS AND CONDITIONS CAPITAL STATE FUNDS**
- **EXHIBITS**

APPENDIX "A" - STATEMENT OF WORK

A.1 INTRODUCTION

The Horn Rapids Solar, Storage and Training Project is a collaboration between Energy Northwest (EN), Potelco, IBEW Local 77, and the University of Washington's Clean Energy Institute. The Project will be a 4 MWdc photovoltaic solar project coupled with 1 MW/4 MWh of battery energy storage. The solar project will be used to provide a source of energy for the battery and local loads.

The Contractor will be responsible for the procurement, delivery, installation, construction (including wiring, grounding, and communications), and commissioning of the Balance of Plant portion of the Project.

The site location is 2800 Horn Rapids Road, Richland, WA 99354; land to be leased by EN.

A.2 SCOPE OF WORK

A complete Scope of Work is provided as an attachment. Refer to Attachment - Horn Rapids Balance of Plant System for a Solar + Storage Project Technical Specifications and Attachment – BOP Site Construction Drawings – 90%

A.3 SCHEDULE OF WORK

The desired energization date is 1/30/2020. The actual dates are subject to change based on the BOP Contractor start date. Technical Representative or designee will coordinate actual start dates with the Contractor.

A.4 REFERENCES AND ATTACHMENTS

A. Technical Specifications
B. Document Delivery List
C. Balance of Plant Design Drawings

A.5 ENERGY NORTHWEST RESPONSIBILITIES

A. Provide site coordination and access as necessary.

B. Provide drawings, documentation, and other information as necessary to complete the work.

A.6 CONTRACTOR'S RESPONSIBILITIES

A. Contractor's work practices shall meet the standards of EN. EN is committed to the following goals for Safe, Event Free Operations and the expectation is the same from Contractors working at any EN location:

- Zero first aid events
- Zero incidences of OSHA Recordable Injuries

- Zero incidences of load drop of rigging/lifting material
- Zero Human Performance Events

B. The Installer Contractor will employ a safety professional who is available at the Work site and has the responsibility to oversee safe work activities for the Project, including all work performed by subcontractors, and act as a Contractor-representative for any contract-related inquiries from the Department of Labor & Industries.

C. Provide required resources necessary to complete the Scope of Work.

D. EN will not supplement the Contractor's staff.

E. Mobilize personnel required for the Work in a well-organized manner; ensure the Work is successful in regards to quality workmanship, cost efficiency and schedule adherence.

F. Update schedules as required.

G. Closeout all Project associated documentation and shall assist EN in closing out documentation and work packages.

H. Demobilize all personnel following successful completion of the Work.

A.7 CONTRACTOR PERFORMANCE EXPECTATIONS

A. Perform the Work on schedule and within budget.

B. Perform the Work in a safe, predictable, and reliable manner.

C. Follow all safety rules including wearing required personal protective equipment (PPE).

D. Perform the Work with no rework.

E. Perform the Work with no injuries.

F. Complete all deliverables timely and with quality workmanship.

A.8 DELIVERABLES

Contractor deliverables are as specified in the Technical Specification referred herein and attached to this IFB. Once a Contract is awarded, the deliverables will be further defined with Contractor.

A.9 QUALITY ASSURANCE

Contractor shall be familiar with all features of the job site which may affect the execution of the Work. Quality Assurance will be verified by the Technical Representative or designee. It is the expectation of EN that all Contractors perform at or exceed industry standards and uphold all the safety standards.

A.10 ENVIRONMENTAL MANAGEMENT SYSTEM

EN maintains Environmental Management System conformance. Environmental Management will be in accordance with the EN Environmental Management System Program Description as specified in Appendix D, General Provisions and all referenced procedural requirements.

NOTE: In the event of temporary / rental engines (ex: engines, compressors, pumps, light plants, etc) are necessary for this scope of work AND the cumulative engine size exceeds 500 bhp (emphasis on cumulative), then air notification requirements apply. Contractor shall notify the EN Technical Representative.

APPENDIX "B" – BID FORM

NAME OF BIDDER: _____
(Full Legal Company Name)

A. The undersigned has examined the plans and specifications, laws and ordinances governing the Work contemplated. In accordance with the terms and provisions in the foregoing, the following price is tendered as an offer for the Work included in the IFB documents.

B. Bidder understands that before Contract Award, a Bidder shall submit to Energy Northwest a signed statement in accordance with Chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria required of RCW 39.04.350(g)(1).

C. The Total Bid Price shall be used in the Bid Evaluation. A price must be placed on each blank or the Bid shall not be considered.

D. Bid Bond: Each Bid shall be accompanied by a Bid Bond in an amount not less than five percent (5%) of the Total Bid Price with a corporate surety licensed to do business in the State of Washington **or** accompanied by a certified or cashier's check payable to the order of Energy Northwest for a sum not less than 5% of the amount of the Total Bid Price.

E. Bidder has been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3). _____Yes or _____No **MUST BE FILLED IN**

F. Responsible Bidder: Washington State Unified Business Identifier (UBI) Number
_____

G. Responsible Bidder: Bidder has Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington. _____Yes _____No **MUST BE FILLED IN**.

H. Responsible Bidder: Washington State Employment Security Department Number
_____

I. Responsible Bidder: Washington Department of Revenue state excise tax registration number_____

J. Responsible Bidder: Bidder's current certificate of registration number as a contractor
_____

K. Responsible Bidder: completed the Washington State Labor and Industries' Contractor Training or is exempt. _____Yes _____No **MUST BE FILLED IN**.

L. Bidder can perform the Work in accordance with Appendix "D" – General Provisions.
_____Yes _____No **MUST BE FILLED IN.**

M. Responsive: Bidder has had a Lost Time injury in the last 12 months.
_____Yes _____No **MUST BE FILLED IN**.

N. Responsive and Qualified Bidder: Bidder has had a Recordable injury in the last 12 months. _____Yes _____No **MUST BE FILLED IN**.

O. Bidder attended the Examination of Site.
_____Yes or _____No **MUST BE FILLED IN**

P. (CHECK ONE) We shall____ shall not _____ be using Subcontractors. (Listing of Subcontractors, if any, must be specified on the Supplemental Bid Attachment).

Q. Addendum Nos. _____ have been received and have been considered in preparing this Bid.

Bid Item No.	Description	Unit	Firm Fixed Bid Price
1	Performance and Payment Bond	Lump Sum	$
2	Mobilization of all personnel, tools and equipment to perform the Work.	Lump Sum	$
3	Material and Equipment.	Lump Sum	$
4	Performance of the Work.	Lump Sum	$
5	De-mobilization of all personnel, tools and equipment following completion of the Work.	Lump Sum	$
	TOTAL BID PRICE (Bid Items 1-5)		**$** Bid Prices do not include Washington State sales tax

The above price shall be interpreted as the Contract Price upon Contract Award. Payment shall be made by line item above. A line item must be fully complete prior to payment.

SUPPLEMENTAL BID ATTACHMENT
Proposed Subcontractors

The following Subcontractors are proposed to be employed to perform portions of the Work:

Name	City and State	Phone	Percent of Bid

Supplemental Personnel and Equipment Rates:

A. The supplemental rates below are not to be taken as either a representation or warranty of a minimum amount of Work. Rates shall only be applied when Energy Northwest requests additional Work or Energy Northwest caused delays pursuant to Appendix "D".

B. Bidder to add other applicable labor and equipment rates to the tables below. Contractor rates must be included on this form to qualify for reimbursement.

C. Fixed hourly billing rates shall be in US Dollars and include all i) payroll, payroll taxes and fringe benefits; ii) all reproduction and printing costs including electronic media; iii) communications costs including all phones, faxes, internet, postage, shipping, delivery, couriers; iv) computer, software, printers, scanners, office machines and related costs of operations including consumables; v) insurance costs; v) indirect and overhead burden; and vi) profit.

D. The equipment rates below shall include all costs of operation, including fuel, insurance, mileage and maintenance. Payment shall be paid based on actual quantities of operation. Equipment rates do not include an operator.

Personnel rates:

Description	Unit	Unit Price
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Equipment rates:

Description	Unit	Unit Price
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

Attached hereto is the Bid Form and all Bidder's Data required in support of this Bid.

BIDDER:_____
(Full Legal Company Name)

MAILING ADDRESS:_____

CITY, STATE & ZIP CODE:_____

STREET ADDRESS:_____

CITY, STATE & ZIP CODE:_____

PHONE NO.:_____

EMAIL ADDRESS:_____

Bidder certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder affirms that by signing this Bid Form, Bidder clearly understands the scope of work as described in IFB No. **696116** and any published addendums. Bidder has the required resources to complete the Work in the designated duration.

BY:_____
(Type or Print Name)

TITLE: _____

SIGNED: _____

DATE AND PLACE OF EXECUTION: _____

_____

Note: Failure to sign the Bid Form above shall result in rejection of the Bid.

APPENDIX "B" – SCHEDULE OF PAYMENTS

(Inserted as part of the Contract Document following Contract Award)

B.1 PRICING

Bid Form to be inserted after Contract Award notification.

B.2 MILESTONE PAYMENT TABLE

Incorporated after Contract Award

B.3 SUPPLEMENTAL RATES

A. The supplemental rates below are not to be taken as either a representation or warranty of a minimum amount of Work. Rates shall only be applied when Energy Northwest requests additional Work or Energy Northwest caused delays pursuant to Appendix "D".

B. In the event of a change either in the amount of Work to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents, Energy Northwest shall apply the supplemental rates provided by the Contractor for reimbursement of said change.

C. Rates to be inserted as an Exhibit after Contract Award notification.

D. Fixed hourly billing rates shall be in US Dollars and include all i) payroll, payroll taxes and fringe benefits; ii) all reproduction and printing costs including electronic media; iii) communications costs including all phones, faxes, internet, postage, shipping, delivery, couriers; iv) computer, software, printers, scanners, office machines and related costs of operations including consumables; v) insurance costs; v) indirect and overhead burden; and vi) profit.

E. The equipment rates shall include all costs of operation, including fuel, insurance, mileage and maintenance. Payment shall be paid based on actual quantities of operation. Equipment rates do not include an operator.

B.4 PREVAILING WAGE REQUIREMENTS

A. Labor provided under any contract awarded hereunder is subject to Washington State Prevailing Wage rates. The Contractor awarded this Work must file an intent to pay and affidavit of wages paid as required by RCW 39.12.040 and Washington Administrative Code (WAC) 296-27. Note: Even sole proprietors must file forms. There is no exemption from the requirement to file the forms.

B. Prevailing wage rates can be found on the Washington State Department of Labor & Industries web site at the following address:

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

C. It shall be the sole legal and contractual obligation of the to determine the correct labor categories and the prevailing wage categories when preparing its Bid for this Work as of the publish date of August 1, 2019. If you want to view rates that are effective as of August 1, 2019, be sure to enter an effective date that is on or after 8/1/2019. Contractor shall contact the Washington State Department of Labor & Industries for any clarification on the selection of applicable prevailing wages and/or categories. Energy Northwest **shall not** be liable for any resulting difference in prevailing wages paid by the Contractor or Subcontractors.

B.5 RETAINAGE

Pursuant to Chapter 60.28 RCW, all payments made under this Contract shall have a sum retained equal to five percent (5%) of the approved invoiced amount. The retained amount will be paid to Contractor in accordance with the terms concerning final payment. With the consent of Energy Northwest, the Contractor may submit a bond for all or any portion of the amount of funds retained in a form acceptable to Energy Northwest.

B.6 SALES TAX

Washington State sales tax (8.6%) **shall** be applied to each invoice submitted by the Contractor for payment.

B.7 COMPENSATION AND PAYMENT

A. Contractor may submit an invoice to Energy Northwest for approval and payment for Work satisfactorily completed. Compensation for Work completed shall be per the fully completed Line Items set forth in this Appendix "B". In no event however, shall the total amount paid to Contractor for Work performed exceed the Firm Fixed Price of $_____ USD, plus Washington State sales tax, unless an Amendment authorizing the same is issued in accordance with Appendix "D" of the Contract Documents. The Technical Representative or designee shall verify the invoice for payment purposes.

B. Invoices may be submitted electronically to:

accountspayable@energy-northwest.com and slschwartz@energy-northwest.com

C Payment will be made by Electronic payment with Paymode-X through Bank of America Merrill Lynch. Contractor must enroll online at www.paymode.com/energynorthwest.

D. Incomplete or improper invoices may be returned to the Contractor for corrections. Energy Northwest, when appropriate, takes deductions from invoices for items not in accordance with the Contract terms and/or for services not requested by Energy Northwest in accordance with the scope of services.

APPENDIX "C" - SPECIAL PROVISIONS

C.1 COMMENCING WORK

A. Timely performance and completion of the Work is essential to Energy Northwest and time limits stated in the Contract Documents are of the essence. Contractor shall commence Work under this Contract immediately after all of the following:

1. Signed Contract by both Parties returned to Procurement Specialist.

2. Provide required insurance certificate to Procurement Specialist.

3. File Prevailing Wage Intent.

4. Provide required Performance and Payment Bond to Procurement Specialist.

B. Contractor shall complete such Work in a diligent and workmanlike manner.

C.2 ENERGY NORTHWEST'S HOURS OF OPERATION

A. Energy Northwest's week is designated as Saturday through Friday. Core business hours are 8:00am to 3:30pm (Pacific Time), Monday through Thursday.

Energy Northwest legal holidays are as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

B. Contractor is expected to work the hours necessary to complete the Work. The daily start and end times will be coordinated and accepted by the Parties.

C.3 CONTRACTOR WORK PRACTICES

When on Energy Northwest property, Contractor's work practices shall meet the standards of Energy Northwest. Energy Northwest is committed to the following goals for safe, event free operations and the expectation is the same from Contractors working at any Energy Northwest locations:

- Zero incidences of recordable injuries
- Zero incidences of load drop of rigging/lifting load greater than 200 pounds and / or from a height of one inch or greater

All Work shall be performed in accordance with all the federal, state, and local codes that may apply. While performing Work at Energy Northwest, the Contractor shall take all reasonable precautions in the performance of Work under this Contract to protect the health and safety of employees and members of the public, and to minimize danger from all hazards to life and property and shall comply with all posted site regulations of Energy Northwest.

C.4 REPORT FOR WORK/WORK LOCATION

Technical Representative or designee shall be responsible for establishing and coordinating the reporting location, orientation and pre-job/ post award conference check lists. The Work herein shall be performed on EN leased property and under technical supervision of the Technical Representative or designee.

C.5 WORKMANSHIP AND MATERIALS

A. Unless otherwise directed by the Technical Representative or designee or expressly provided for by the specifications issued under this Contract:

1. All workmanship shall be free of defects and faults.

2. All materials, equipment and supplies incorporated in the Work are to be:

   a. New and of the most suitable grade of their respective kinds for the purpose.

   b. In accordance with any applicable drawings and specifications where materials, equipment and supplies are referred to in the specifications as “equal to” and particular standard, the Technical Representative or designee shall decide the question of equality.

   c. Installed to the satisfaction of and with the approval of the Technical Representative or designee.

C.6 EQUIPMENT AND UTILITIES

A. It shall be necessary for the Contractor to make arrangements for the following services at its own expense and pay all charges accrued for same during the life of the Contract:

1. If “non-road engines” (e.g., portable generators, compressors, pumps, light plants, etc.) will be used for the Project, coordinate with the Technical Representative or designee to determine if notification requirements apply.

C.7 STORAGE OF MATERIALS AND EQUIPMENT

If any materials or equipment are stored, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground to prevent condensation,

oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. Contractor shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment.

C.8 CLEANUP

Prior to demobilization from the work site, Contractor shall remove and dispose of all waste materials and debris resulting from the Work in accordance with Energy Northwest policies. All cleanup shall be complete prior to Energy Northwest's acceptance of the Work and payment therefor. No separate reimbursement for cleanup will be made beyond the compensation described in Appendix “B”.

C.9 UNFAVORABLE CONDITIONS

Contractor may encounter other extreme weather conditions (cold, wind of up to than 30 MPH, heat, etc.) during the performance of the Work. Notwithstanding Appendix “D”, no time extensions or extra compensation will be given by EN based on weather conditions. Contractor shall be responsible for the cost of protecting/sheltering of all equipment and materials vulnerable to such extreme weather conditions so that Work can proceed on schedule. Contractor shall replace all equipment and materials damaged by such conditions.

C.10 PROJECT MONITORING

Technical Representative or designee shall be the prime contact during the performance of the Work for responding to questions, assuring that Energy Northwest responds to Contractor needs that are within the contract scope, and verifying the completion of the Work.

Technical Representative or designee shall be responsible for monitoring and providing technical guidance, establishing and coordinating the reporting location, badging, testing, orientation and post award/pre-job conference check list, and should be contacted regarding questions or problems of a technical nature.

The Work herein shall be performed on EN leased property and under technical supervision of the Technical Representative or designee.

In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of the Contract be effective or binding upon Energy Northwest unless formalized by the Procurement Specialist prior to any deviation from the terms of the Contract. On all matters that pertain to Contract terms, the Contractor shall contact the Procurement Specialist specified in the Contract Documents. When in the opinion of the Contractor, the Technical Representative requests or directs efforts outside the existing scope of the Contract Documents; the Contractor shall promptly notify the Procurement Specialist. **The Technical Representative or designee does not possess any explicit, apparent, or implied authority to modify the Contract Documents.**

Technical Representative:
Clint Gerkensmeyer, cegerkensmeyer@energy-northwest.com, : (509) 377-4787

APPENDIX “D” – GENERAL PROVISIONS

General Provisions for Public Work will be provided as a separate document.

APPENDIX "E" – GENERAL TERMS AND CONDITIONS CAPTIAL STATE FUNDS

Energy Northwest received a grant from the Washington State Department of Commerce, Energy Division – Grid Modernization CEF2 therefore the following clauses are incorporated by reference from Washington State Department of Commerce and Energy Northwest Contract number: 17-92201-003:

HISTORICAL OR CULTURAL ARTIFACTS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 05-05 "Archaeological and Cultural Resources". In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation.

AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.
The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required by COMMERCE, the Office of the State Auditor or a certified public accountant selected by the Contractor shall conduct the audit.

The scope of the audit, if conducted by a certified public accountant, shall be limited to determining that the compensation provided to Contractor under this Contract has been used by Contractor solely to complete the Project in accordance with this Contract.

Contractor shall include the above audit requirements in any subcontracts unless an alternative audit provision is approved by COMMERCE in writing. In any case, the Contractor's records pertaining to this Contract must be available for review by COMMERCE.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

2. All material produced by the Contractor or any of its Subcontractors that is Work Product performed under this contract or that is designated as "confidential" by Contractor; and

3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

"Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The parties shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The parties shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except (1) with the prior written consent of the party claiming confidentiality or (2) as may be required by law, except that Confidential Information may be disclosed to Subcontractors and other agents of the Contractor on a need-to-know basis. The parties shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. Each party shall notify the other party within five (5) working days of any unauthorized use or disclosure of any Confidential Information of the other party, and shall take necessary steps to mitigate the harmful effects of such use or disclosure. For the purposes of this provision, disclosures required by law shall not be deemed to be unauthorized disclosures.

PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

Upon the announcement of the Grant by COMMERCE, the parties will agree upon a short general description of the Grant, which will be updated from time to time as the Project progresses. Any descriptions of the Grant by Contractor or its Subcontractors must be consistent with the agreed-upon description.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times upon reasonable notice to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

EXHIBIT “A” - BID BOND FORM

Pursuant to RCW 54.04.080 each Bid shall be accompanied by a Bid Bond in an amount not less than five percent (5%) of the Total Bid Price with a corporate surety licensed to do business in the State of Washington or accompanied by a certified or cashier's check payable to the order of Energy Northwest for a sum not less than five percent (5%) of the amount of the Total Bid Price, conditioned that the Bidder shall pay Energy Northwest as liquidated damages the amount specified in the bond, unless Bidder enters into a Contract in accordance with their Bid and furnishes the Payment and Performance Bond hereinafter mentioned within ten (10) days from Contract Award. Any Bid Bond which attempts to reduce the amount payable from the five percent (5%) required by RCW 54.04.080 shall be deemed noncompliant and cause the Bid to be rejected.

EXHIBIT “B” - PERFORMANCE AND PAYMENT BOND FORM

Pursuant to RCW 54.04.080 Contractor shall provide a Performance and Payment Bond within ten (10) days from the notification of Contract Award. To assure compliance with the terms of the Contract Documents, the Contractor shall furnish the Performance and Payment Bond in an amount equal to one hundred percent (100%) of the amount of the Total Bid Price, excluding Washington State sales tax, with surety or sureties who are acceptable to Energy Northwest. The Performance and Payment Bond shall remain in force for a period of 365 days after the receipt of the signed Final Statement and General Release form from the Contractor.

EXHIBIT "C" – FINAL STATEMENT AND GENERAL RELEASE FORM
(this document will be required for Contract close out and release of retention)

ENERGY NORTHWEST
FINAL STATEMENT AND GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that (Contractor), a corporation organized and existing under and by virtue of the laws of the State of , hereinafter called ("CONTRACTOR"), for and in consideration of the sum of ($), lawful money of the United States of America, to it in hand paid or to be paid by ENERGY NORTHWEST, has remised, released and forever discharged, and by these presents does for itself, its successors and assigns remise, release and forever discharge ENERGY NORTHWEST, its successors and assigns, of and from all, and all manner of causes of action, suits, debts, dues, contracts, judgements, damages, claims and demands whatsoever, in law or equity, which against ENERGY NORTHWEST, it ever had, now has or which it, its successors or assigns, can have for, upon or by any reason of any matter or cause whatsoever; including all Claims, demands and causes of action whatsoever arising out of or in connection with the performance of Contract No. between CONTRACTOR and ENERGY NORTHWEST, dated for (Contract Title), and does further warrant that having completed all Work on (Date), as required under said Contract, it has complied with all the terms and conditions of said Contract and warrants that CONTRACTOR has fully completed all Work provided for by said Contract, all authorized change orders related thereto, and has fully paid for all materials, labor, equipment, services, taxes and all other costs and expenses of the Work, and there are no disputes, liens, notices of lien, or claims of any kind, against ENERGY NORTHWEST, the CONTRACTOR or any Subcontractor of the CONTRACTOR, or by the CONTRACTOR or any Subcontractor against ENERGY NORTHWEST, that all materials and labor supplied to it by other persons in connection with said Work have been paid for, that it will indemnify, defend and hold harmless ENERGY NORTHWEST from any and all loss or damage it may suffer by reason of claim, lien, or notice of lien for said materials and labor, and that it is hereby executing this Final Statement and General Release for the purpose of inducing release of any monies withheld by ENERGY NORTHWEST for Work to be performed or services rendered under the said Contract.

IN WITNESS WHEREOF, CONTRACTOR has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer on this day of , 20 .

_____

(Contractor)

STATE OF _____ By: _____

COUNTY OF _____ Title: _____

On the day of , 20 , before me came to me known, by me duly sworn, did depose and say that he/she is an employee of (Contractor), the corporation described in and which executed, the foregoing instrument; that the seal affixed to said instrument is the corporate seal; and that he/she was authorized to sign in behalf of said corporation.

_____

(Affiant)

SUBSCRIBED AND SWORN to before me this day of , 20 .

_____

NOTARY PUBLIC in and for the State of

Residing at: _____