



INVITATION TO BID

FOR

**ITB No. 2021-46 Battery Electric Bus
Infrastructure Transformer Purchase**

October 1, 2021

QUESTIONS DUE:

October 13, 2021

BIDS DUE:

October 29, 2021 at 3:00 p.m.

10600 NE 51st Circle

Vancouver WA 98682

CONTACT:

Procurement@c-tran.org

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As part of the Cooperative Agreement with Clark Public Utilities Division (PUD) contractors must be on the approved list established by Clark PUD.

SECTION 1 INTRODUCTION

1.1 Invitation to Bid

Sealed bids for 2021-46 Battery Electric Bus Infrastructure Transformer Purchase will be received in the Clark County Public Transportation Benefit Area (dba C-TRAN) Administration Office, 10600 NE 51st Circle, Vancouver, Washington 98682, until 3:00 p.m. (local time) Friday, October 29, 2021 and publicly opened at 3:00 p.m. on the same day and read aloud.

C-TRAN, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 United States Code (USC) 2000d to 2000d-4, and Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C-TRAN, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities if the best interests of C-TRAN would be served. The Contract will be awarded to the Bidder submitting the lowest total price meeting C-TRAN specifications. The Bidder shall also be deemed responsive and responsible. If the lowest Bidder is found to be non-responsive or non-responsible, its bid will be rejected, and the next lowest Bidder will be evaluated for responsiveness and responsibility.

A Bid bond or certified check payable to C-TRAN in the amount of five (5) percent of the total Bid amount must accompany the Bid.

1.2 Anticipated Schedule

Below is the anticipated schedule C-TRAN expects for Contract Award. C-TRAN reserves the right to change the dates as it deems necessary.

ITB Advertised:	October 1, 2021
Questions Due:	October 13, 2021, 12:00 p.m.
Bid Opening:	October 29, 2021, 3:00 p.m.
Contract Award:	November 1, 2021
Contract Protest Period Ends:	November 8, 2021
Notice to Proceed:	November 9, 2021

SECTION 2 GENERAL INFORMATION

2.1 Contact Information

Until a contract is awarded, questions, Bid Submittal Documents and any other communications concerning the project or the Invitation to Bid must be addressed to: Procurement@c-tran.org.

2.2 Examination of Documents

Bidders must thoroughly examine and be familiar with the Bid Documents, including but not limited to, the Solicitation, Technical Specifications, Contract, Drawings, Addenda (if any), and any other material referenced or incorporated herein. Submission of a Bid constitutes acknowledgement upon which C-TRAN may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents.

The Bidder's failure or neglect to receive or examine any of the Contract Documents, statutes, ordinances, regulations and permits will in no way relieve the Bidder from any obligations with respect to the Bid or any resulting Contract.

2.3 Bidder Questions and Request for Clarification

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any clarification desired by a Bidder regarding the meaning or interpretation of the Bid or Contract requirements must be requested in written form and received by C-TRAN by 12:00 p.m. on October 13, 2021.

Bidders shall immediately notify C-TRAN of any ambiguity, error, or omission they may discover upon examination of the Bid and Contract Documents.

Requests for clarification or reports of ambiguity, errors, or omissions should be e-mailed to Procurement Coordinator, C-TRAN at e-mail to Procurement@c-tran.org.

2.4 Request for Specification Changes

All specification changes or clarifications requested must be received by C-TRAN for approval, by **12:00 p.m. on Wednesday, October 13, 2021**. Requests shall consist of:

- The original specification section, including page number;
- The original requirement;
- The reason for the change request;
- The proposed substitute; and
- The specific data needed for consideration or approval.

All pertinent data listed in the specifications shall be furnished, including all special features. Approval of requested changes will be included in an Addendum. No other form of approval shall be valid.

2.5 Addendum

C TRAN reserves the right to make changes to the bid requirements as deemed appropriate and such revisions will be announced by an Addendum to the Bid Documents. In addition, any information given to a prospective Bidder concerning a request for clarification will be furnished to all prospective Bidders as an Addendum to the Bid Documents. Copies of all Addendums shall be posted to C-TRAN's website. All such Addendums shall become part of the Contract.

It is the sole responsibility of the Bidder to learn of Addendum, if any. C-TRAN accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses. Failure to acknowledge addenda may result in the proposal being deemed nonresponsive.

2.6 Procurement Protest Procedures

Bidders or third parties who can demonstrate a substantial economic interest may protest C-TRAN's decision regarding (1) a provision of the Invitation to Bid or (2) Contract Award. All communication concerning a protest shall be in writing and will be open for public inspection.

The following timelines apply when submitting a protest:

- Protests regarding pre-bid actions shall be filed no later than seven (7) days before the Bid opening.
- Protests regarding alleged improprieties apparent upon bid opening shall be filed no later than five (5) days after the Bid due date.
- Protests regarding Contract Award shall be filed no later than five (5) days after Contract Award by C-TRAN's Board of Directors or notice of apparent successful proposer, whichever is earlier.

Copies of C-TRAN's protest procedures may be requested from C-TRAN's Procurement Team via e-mail at: Procurement@c-tran.org.

2.7 Bid Validity

The Bid shall be considered current and a valid offer and may not be withdrawn for a period of 60 consecutive calendar days following the opening of bids, unless the Bidder is given written notice that its Bid is unacceptable, or unless the award of Contract is delayed for a period

exceeding 60 calendar days.

2.8 Modification of Bid

A modification of a Bid already received will be considered only if the modification is received prior to the time announced for submitting bids. Written modifications shall be executed and submitted in the same form and manner as the original bid. The modification must be clearly marked so as not to confuse it with the original Bid.

Oral, telephonic, electronic and/or facsimile modifications of bids are prohibited.

2.9 Withdrawal of Bid

A bid may be withdrawn by written notice if received at the C-TRAN Administration Office no later than the exact time set for Bid opening. A Bid may be withdrawn in person by a Bidder or its authorized representative, provided their identity is made known, they sign a receipt for the Bid and provides a written notice, if withdrawn prior to the specified time for opening of bids.

2.9.1 Claim of Error

No consideration will be given by C-TRAN to a request for withdrawal of Bid due to a claim of error in a Bid unless written notice of such claim, including cost breakdown sheets, are delivered to C-TRAN within 48 hours after the opening of bids.

2.10 Rejection of Bids

C-TRAN reserves the right to reject any and all bids. Reasons for rejection include, but are not limited to, nonresponsive Bid, incomplete, obscure, irregular, or impose modifying conditions, any Bid which omits any one (1) or more items on which bids are required; any Bid which omits unit prices, if required; any Bid in which, in the opinion of C-TRAN, the unit prices are unbalanced. Any Bid that is not signed by an authorized representative will be deemed non-responsive and be rejected accordingly. Each Bidder shall be notified if all bids are rejected. In addition, C-TRAN reserves the right to waive any minor informalities of this call if the interest of C-TRAN would be served.

2.11 Award of Bids

Award of the Contract shall not be made until all required approvals have been obtained including, but not limited to, formal award of this Contract by C-TRAN's Board of Directors and evaluation of the bids has been completed. C-TRAN shall make a Contract Award by written or electronic notice, within the time for acceptance specified in the Bid or an extension and to the responsible Bidder whose Bid, conforming to the invitation, is the lowest priced. Contract Award notification will include the Contract Document; see sample contract Appendix B, for execution by the Bidder.

2.12 Equal Bids

In the event that two (2) or more bids shall be equal in all respects, C-TRAN reserves the right to make the award by drawing lots between such Bidders.

SECTION 3 BID SUBMITTAL INSTRUCTIONS

3.1 Submission of Bids

Sealed bids will be received by C-TRAN up to the hour of **3:00 p.m., Friday, October 29, 2021**. No bids will be accepted after the time specified and will be returned to the Bidder unopened. C-TRAN assumes no responsibility for delay in the U.S. Postal Services or in any type of delivery which results in the late arrival of any bid.

Bids shall have the name and address for delivery as follows:

BID: No. 2021-46 ITB Battery Electric Bus Infrastructure Transformer Purchase

C-TRAN

Attn: Procurement

10600 NE 51st Circle

Vancouver, WA 98682

C-TRAN makes no provision for specifically collecting mail prior to the deadline. Bids submitted by mail should, therefore, be mailed in ample time to arrive at the Post Office or commercial carrier service before the actual due date and time. C-TRAN shall not be liable for checking the Post Office box immediately prior to the time of opening.

Bids will be publicly opened and read aloud at 3:00 p.m. (local time) on the same day using Microsoft Teams.

Microsoft Teams Meeting

Join on your computer or mobile app

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2Y1ZGlyMTktMWZIOS00N2NmLThhOWQtZTFiYWViYmRIYzU5%40thread.v2/0?context=%7b%22id%22%3a%22f08eec6c-9496-4f32-bdf1-97e8d57b23dc%22%2c%22oid%22%3a%22932045d6-a107-41be-80f6-ec50b46e3240%22%7d

Or call in (audio only)

[+1 360-524-6872](tel:+13605246872), [480390559#](tel:+1480390559) United States, Seattle

Phone Conference ID: 480 390 559#

Bids will not be accepted via electronic mail or facsimile machine. Any bids received electronically will be rejected.

3.2 Required Submittals

Bidders must complete and provide the following information in the Bid Submittal section, Appendix A. All forms must be fully completed, signed, and notarized, if applicable. Failure to submit the forms listed will result in your Bid being deemed nonresponsive.

- A-1 Bid Form
- A-2 Certification of Compliance with Wage Payment Statutes
- A-3 Certification Regarding Ineligible Contractors
- A-4 Certification of Restrictions on Lobbying
- A-5 Non-Collusion Affidavit
- A-6 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices
- A-7 Bid Bond Form

3.3 Receipt of Bids

Bids received shall be kept unopened until the time fixed for the Bid opening. If Bid opening is postponed any Bidder whose Bid is already submitted to C-TRAN shall be afforded the opportunity to revise or withdraw its Bid.

SECTION 4 EVALUATION OF BIDS

4.1 Omissions and Unapproved Substitutions

No bid may be conditioned in whole or in part on the revision or omission of any requirement or provision in any part of the Bid Documents. In addition, no bid may be based on any unapproved substitution for an item specified in the Bid Documents or any other requirement or provision not contained in the Bid Documents. Such bids shall be considered nonconforming and may be rejected accordingly.

4.2 Alterations

Any addition, limitation, or provision attached to the Bid may render it nonresponsive and cause its rejection. Alteration may not be made by erasure; interlineations must be initialed in ink by the party signing the Bid.

4.3 Conditional or Alternative Bids

Conditional Bids, or those which take exception to these specifications, will be considered non-responsive and will be rejected.

Alternate Bids will not be considered, except as specifically stated in the specifications or Addendum.

4.4 Responsiveness

C-TRAN will consider all materials submitted by the Bidder to determine whether the offer is in full compliance with all Contract Documents.

4.5 Mandatory Responsible Bidder Criteria

In accordance with RCW 39.04.350, before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required to provide C-TRAN documentation demonstrating compliance with the criteria. The Bidder must:

- a) Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, **which must have been in effect at the time of Bid Submittal**;
- b) **Before award of contract**, have a current Washington Unified Business Identifier (UBI) number;
- c) Before award of contract, if applicable:
 1. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 2. Have a Washington Employment Security Department reference number, as required in Title 50 RCW;

3. Have a Washington Department of Revenue state excise Tax Registration Number, as required in Title 82 RCW;
 4. Certify that no willful violations of labor laws in reference to RCW 49.48.082 have been made.
- d) **Before award of contract**, have received training on the requirements related to public works and prevailing wage under Chapter 39.04 and Chapter 39.12 RCW or otherwise be exempt from such requirement.
 - e) **At the time of award of contract**, not be disqualified from bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

SECTION 5 C-TRAN GENERAL CONDITIONS

5.1 Approval by C-TRAN

The work shall be executed under the direction and supervision of the C-TRAN Chief Executive Officer (CEO) and their properly authorized agents on whose inspection all work shall be accepted or condemned. The C-TRAN CEO shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the Terms and Conditions set forth in the Invitation to Bid.

5.2 Conformance to Specifications

All Bidder(s) must conform to the final approved specifications. The product furnished must be of first quality, and the workmanship must be the best obtainable in the various trades.

The design of the equipment which the manufacturer proposes to furnish must be such as to produce components of substantial, safe, durable construction in all aspects.

5.3 Compliance

All equipment and components shall be in complete compliance with all requirements of the laws of the State of Washington and Federal regulations.

Should the Federal Government reinstitute wage-price regulations which are applicable to the sale of this equipment pursuant to this Bid, Bidder/Contractor shall comply with the provisions of such laws and regulations that may be adopted.

5.4 Title

The Contractor shall warrant to C-TRAN, its successors, and assignees that the title to the material, supplies, and/or equipment covered by the Contract, when delivered to C-TRAN or its successors or assignees, shall be free from all liens and encumbrances.

5.5 Assumption of Risk of Loss

C-TRAN shall assume risk of loss of the equipment on delivery to C-TRAN. Prior to this delivery or release, the Contractor shall have the risk of loss of the equipment, including any damages sustained during shipment.

5.6 Inspection of Supplies and Workmanship

All supplies or workmanship shall be subject to inspection and test by C-TRAN to the extent practicable and in, any event prior to acceptance by C-TRAN. In case of defective material, workmanship, or nonconformity to this Contract, C-TRAN shall have the right either to reject them or require their corrections.

5.7 Modifications

This Contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between C-TRAN and the Contactor as outlined below.

The C-TRAN CEO may at anytime, by a written order and without notice to the sureties, make changes within the general scope of the final Contract as related to this Bid Document in the list of work described in Attachment A-1 of these specifications. Increases or decreases in compensation shall be allowed for such changes in work according to the method defined in the "Terms of Payment" section. Any claim by the successful Bidder for adjustment under this clause must be asserted within 30 days of the date of receipt by the successful Bidder of the notification of change, provided, however, that if the C-TRAN CEO decides that the facts justify such action, C-TRAN may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN CEO endorsed thereon or attached thereto.

5.8 Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN CEO endorsed thereon or attached thereto.

5.9 Terms of Payment

C-TRAN will pay to the Contractor, at the times and in the manner herein provided, the price(s) set forth in the Contract for the work furnished pursuant to the Contract Documents, and the Contractor agrees to accept said sum(s) as full and final payment for all labor, materials, supplies, equipment, transportation, overhead, profit, taxes, duties, and charges of any nature incurred by Contractor in performing its obligations under the Contract or arising there from.

Bid prices quoted are to be quoted on an FOB destination basis at C-TRAN's Maintenance Facility. Therefore, bid prices shall include all freight charges.

Upon completion of work specified in the Contract, the Contractor shall submit an original invoice detailing the quantity and material supplied.

5.10 Availability of Funds

C-TRAN has adequate funds to meet its obligations under this Agreement during the current fiscal year and intends to maintain this Agreement for the full period set forth. C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this Agreement.

It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this Agreement are suspended on the date the vendor is notified of such occurrence.

The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

5.11 Choice of Law

This Contract shall be governed by the laws of the State of Washington, and any action brought in regard hereto shall be brought in Clark County, Washington. Should any legal action, litigation or arbitration become necessary, the non-prevailing party shall pay any and all fees.

5.12 Prohibited Interest

C-TRAN's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Sub-agreements. Additionally, no member, officer, or employee of C-TRAN during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

5.13 Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its Contractors, Subcontractors, and the employees thereof shall not in any manner be deemed to be employees of C-TRAN.

As such, the employees of the Contractor, its Contractors, and Subcontractors, shall not be subject to any withholding for tax, social security or other purposes by C-TRAN, nor shall such Contractor, Subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation or the like from C-TRAN.

5.14 Taxes

As a Municipal Corporation, C-TRAN is exempt from Federal Excise Taxes. Federal Exemption Certificates will be furnished if so requested.

Unless otherwise provided in the Contract documents, the Contractor shall pay all sales, use, and similar taxes which are legally enacted at the time bids are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

5.15 Indemnification

The Contractor shall indemnify, keep, and save harmless C-TRAN, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons, including Contractor's employees, or damages to property that may occur in the course of the performance of the Contract by the Contractor, whether or not it shall be claimed that the injury or damage was caused by the negligence of C-TRAN, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including but not limited to, payment of all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against C-TRAN in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

If the injured claimant is one of Contractor's employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This Indemnification Clause has been mutually negotiated by Contractor and C-TRAN.

5.16 Duty to Inform

If at any time during the performance of this Contract or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any non-conformance with any Contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, Contractor shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of C-TRAN's rights.

5.17 Notices

All notices required to be given under the Contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to C-TRAN's Project Manager as specified in the Contract.

5.18 Defective or Damaged Work and Damages

If any work is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including transportation charges for the same, plus the labor for the removal of said parts, shall be free of all costs to C-TRAN. If C-TRAN finds it necessary to perform any work on any equipment which should have been done by the Contractor within the intent of these specifications, the Contractor agrees to reimburse C-TRAN all costs incident thereto, including materials, labor, and overhead.

If the Contractor shall fail to comply promptly with any order by C-TRAN to repair, replace or correct damaged or defective work, then the C-TRAN CEO shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or become due to the Contractor.

All loss or damage arising from any unforeseen obstructions or difficulties, either natural or artificial, which may be encountered in the prosecution of the work or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final acceptance of the work or the supply of materials or equipment or from any act or omission not authorized by the Contract or by the Contractor or any agent or person employed by the Contractor, shall be sustained by the Contractor.

Acceptance of any equipment or components shall not release the Contractor from liability for faulty workmanship or materials appearing, even after the final payment has been made. C-TRAN reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship, which do not conform to the specifications. However, C-TRAN is under no duty to make such inspection and if no such inspection is made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.

5.19 Warranty of Work

The Contractor warrants to C-TRAN that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by C-TRAN, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable

construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of three (3) years after final payment by C-TRAN and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to C-TRAN.

5.20 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event (1) C-TRAN shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract; or (2) C-TRAN shall direct the Contractor to remove any equipment delivered by the Contractor and refund to C-TRAN any amounts paid by C-TRAN to the Contractor, and C-TRAN shall have no further liability to the Contractor. In any case, either by reletting or otherwise, the Contractor and its surety bondsman shall be liable to C-TRAN for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

5.21 Excusable Delays

Except with respect to defaults of Subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the Contract if such failure arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to:

- Acts of God or of the public enemy;
- Acts of the government in its sovereign or contractual capacity;
- Fire beyond the reasonable control of the Contractor;
- Floods;
- Epidemics;
- Quarantine restrictions;
- Strikes or other labor disruptions, except for the first five (5) working days of any strike or labor disruption;
- Freight embargoes; or
- Extraordinary conditions of weather for the area and time of year, Extraordinary conditions of weather shall not be deemed Extraordinary if they fall within two (2) standard deviations from the mean of data recoded by the U.S. Weather Bureau for the Portland Metropolitan area over the last 20. Impacts of on-going weather conditions shall be updated weekly the Contractor and provided to the Project Manager.

In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

Subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the Subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the Subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the Contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, C-TRAN shall make a mutually acceptable revision in the project schedule.

5.22 Termination of Contract

5.22.1 Termination of Convenience

C-TRAN may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract Closeout Costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit to C-TRAN its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to C-TRAN, the Contractor will account for the same and dispose of it in the manner C-TRAN directs.

5.22.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Bid Documents, Specifications, and Contract, C-TRAN reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this Contract in whole or in part.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in the Contract.

Any failure to make progress which significantly endangers performance of the project within a reasonable time shall be deemed to be a violation of the terms of this Contract.

If it is later determined by C-TRAN that the Contractor had an excusable reason for not performing, such a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, C-TRAN, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

5.23 Breaches and Dispute Resolution

5.23.1 Disputes

Disputes arising in the performance of this Contract, including but not limited to the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless the Consultant initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.

5.23.2 Performance during Dispute

Unless otherwise directed by C-TRAN, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

5.23.3 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

5.23.4 Remedies

All claims, counterclaims, disputes and other matters in question between C-TRAN and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which C-TRAN is located.

5.23.5 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by C-TRAN or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

5.24 Claims

It is an express condition of the Contractor's right to make a claim or to receive any recovery or relief under or in connection with the Contract, that the Contractor submit a written notice of Intent to Claim to C-TRAN in accordance with the provisions of this Section. Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against C-TRAN.

A claim is a demand or assertion by one (1) of the parties seeking, as a matter of right, adjustment or interpretation of Contract Terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. Claims shall be made in writing. The responsibility to substantiate Claims shall rest with the party making the claim.

5.24.1 Notice of Intent to Claim

The Contractor shall submit written notice to C-TRAN of such claim within ten (10) days after the date when Contractor first knew or reasonably should have known, of the event or condition giving rise to the apparent claim. If the event or occurrence is claimed to be an act of omission of C-TRAN, notice shall be given prior to the commencing of the portion of the work to which such alleged act or omission relates. The written Notice of Intent to Claim shall set forth:

1. The reasons for which the Contractor believes additional compensation will or may be due;
2. The nature of the costs involved;
3. The Contractor's plan or action for mitigating such costs; and
4. If ascertainable the amount of the potential claim.

5.24.2 Written Claim

Following written notice of Intent to Claim, Claims shall be made in writing within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first reasonably should have known of the condition giving rise to the Claim, whichever is later. A written Claim from the Contractor shall provide, at a minimum, the following details:

1. The date and a detailed description of the event giving rise to the Claim;
2. A detailed statement of the nature of all impacts to the Contractor, and all others, if any, affected by the Claim event;
3. A detailed breakdown and calculation of the amount of the adjustment in Contract Sum, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
4. A detailed breakdown and calculation of the amount of the adjustment to Contract

Time, if any, sought by the Contractor, together with critical path method (CPM) schedule analysis showing claimed impact on the project completion date asserted by the Contractor;

5. A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract;
6. A statement of all provisions of the Contract Documents upon which the Claim is based.

The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim.

5.24.3 Performance during Claim

Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract. C-TRAN will continue to make proper payments for work items that are undisputed and in accordance with the Contract.

5.24.4 Claim Audits

All Claims filed against C-TRAN shall be subject to audit at any time following the filing of the Claim. Failure of the Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow C-TRAN to verify all or a portion of the Claim or to permit C-TRAN access to the books and records of the Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

In support of C-TRAN audit of any claim, the Contractor shall upon request, promptly, and in any event no later than the date provided by C-TRAN, make available documents that include, but are not limited to:

- Daily time sheets and supervisor's daily reports;
- Collective bargaining agreements;
- Insurance, welfare, and benefits records;
- Payroll registers;
- Earning records;
- Payroll tax forms;
- Material invoices, requisitions, and delivery confirmations;
- Material cost distribution worksheets;
- Equipment records (list of company equipment, rates, etc.);
- Vendors', rental agencies', Subcontractors and agents' invoices;
- Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor Contracts and Supplier Contracts;

- Subcontractors and agents' payment certificates;
- Cancelled checks;
- Job cost reports, including monthly totals;
- Job payroll ledger;
- Cash disbursements journal;
- Financial statements for all years reflecting the operations on the project;
- Depreciation records on all company equipment;
- All documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each claim; and
- Worksheets, software and all other documents used by the Contractor to prepare its Bid and the Claim(s).

The audit may be performed by employees of C-TRAN or a representative. The Contractor, its Subcontractors, shall provide adequate facilities acceptable to C-TRAN for the audit during normal business hours. The Contractor, and all Subcontractors, shall make a good faith effort to cooperate with C-TRAN's auditors.

5.24.5 Review and Resolution of Claims

C-TRAN shall be entitled to reasonable time, in no case more than 45 days, after it receives the claim in writing and accompanied by proper supporting documents and evidence, in which to investigate, review and evaluate such claim. When C-TRAN has completed its investigation, review and evaluation, it will advise the Contractor of the relief, if any, to which it was found the Contractor to be entitled. Should the Contractor not be satisfied with C-TRAN's findings, may request, in writing, mediation within 14 calendar days after being so advised thereof. If the parties have not reached agreement through mediation within 30 days the parties may seek other alternative dispute resolution process.

SECTION 6 TECHNICAL SPECIFICATIONS

6.1 Background

Clark County Public Transportation Benefit Area (C-TRAN) is acquiring Battery Electric buses and must have the infrastructure in place to support this new equipment. The transformer installation for the needed power to support our operation will be located at:

C-TRAN Operations & Maintenance Facility
2425 NE 65th Avenue
Vancouver, WA 98662

Fisher's Landing Transit Center
3510 SE 164th Avenue
Vancouver, WA 98683

99th Street Transit Center
9700 NE 7th Avenue
Vancouver, WA 98665

Upcoming phases of the project include installation of transformers at each of the above locations, in addition to charging stations. To support the future phase of the project, C-TRAN requires acquisition of the following equipment:

- 1 – 2000 kVA – Three Phase Padmount Transformer**
- 2 – 300 kVA's – Three Phase Padmount Transformers**

6.2 Scope of Work

In order to maintain a reasonable schedule for C-TRAN's bus electrification project, we are working to secure long-lead items by pre-purchasing them prior to obtaining the general contractor for installation. C-TRAN is interested in procuring three (3) transformers, one (1) for each project area. Based on discussions with the local utility, Clark Public Utility District (PUD), C-TRAN understands that the purchase of the transformers shall be based on PUD's standards and the transformer ownership will be turned over to PUD following installation. All transformers must meet PUD design specifications per Exhibit A, for the following sizes:

- 65th Avenue Base Transformer - Description:2000kVA, 480/277, 12470 GRDY 7200, 4 Taps Below, Quantity - 1

- Transit Center Transformers - Description: 300 kVA, 480/277, 12470 GRDY 7200, 4 Taps Below, Quantity - 2

Please include transformer delivery to C-TRAN's 65th Avenue base, located at 2425 NE 65th Avenue, Vancouver, WA 98661.

This is not an order, but a request for a Bid to purchase the three (3) transformers.

A complete description of specifications required by Clark County Public Utility District (PUD) is in the following Exhibit:

- Exhibit A – Clark Public Utilities Technical Specifications – Three-Phase Padmounted Transformers

6.3 Time of Completion

Transformer orders must be placed within 14 days of Notice to Proceed. C-TRAN would like to obtain this unit as quickly as possible. Please include expedited shipping costs, as well as the anticipated date and time of arrival of each unit for each method of shipping (Standard/Expedited). **To meet project milestones, C-TRAN expects delivery of the units within a four (4) month time frame.**

The following Exhibits are hereby incorporated as part of this Solicitation:

Exhibit A: Clark Public Utilities Technical Specifications – Three-Phase Padmounted Transformers

APPENDIX A - BID SUBMITTAL DOCUMENTS

Bidder must complete and submit all sections of the Bid Submittal Document as their Bid by the Bid Due Date and Time specified.

This Bid must include all completed sections of this Bid Submittal Document as listed below:

- A-1 Bid Form
- A-2 Certification of Restrictions on Lobbying
- A-3 Certification Regarding Ineligible Contractors
- A-4 Non-Collusion Affidavit
- A-5 Affidavit Concerning Conflicts of Interest and Noncompetitive Practices

Attachment B includes a form for any Specification Change Requests. These requests must be submitted using the form provided by 12:00 p.m. on October 13, 2021.

Attachment C includes a No Bid Form. If the Contractor is unable to submit a Bid, C-TRAN requests that they complete the No Bid Form to assist C-TRAN in future procurements.

Attachment D includes a sample contract containing required contract clauses.

BID FORM

Date _____

The undersigned hereby certifies that the locations and construction details of Work outlined in the Plans and Specifications have been personally examined for:

2021-46 ITB Battery Electric Bus Infrastructure Transformer Purchase

and has read and thoroughly understands the plans and specifications and Contract governing the Work included in this improvement and the method by which payment will be made for said work and hereby proposes to undertake and complete the work included in this improvement in accordance with said plans, specifications and Contract and at the following schedule of rates and prices.

In addition, the undersigned understands that any condition stated, clarification made to the above, or information submitted on or with this form, other than requested, will render the Bid unresponsive.

C-TRAN reserves the right to adjust the scope of this work to match available funds.

Bidder shall provide the expedited shipping option. This will be used for evaluation purposes should C-TRAN elect to utilize the expedited option. Contractors Award will be based on line items 1-3.

The Work under the Contract shall be for one-year, with an option to extend or renew for one additional year.

Item No.	Est. Qty	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
1.	1	2000 kVA – Three phase Padmount Transformer	EA		
2.	2	300 kVA – Three phase Padmount Transformer	EA		
3.	3	Shipping	LS		

Item No.	Est. Qty	Items with Unit Price Bid	Unit of Measure	Unit Price	Total Price
Optional Pricing					
4.	3	Expedited Shipping	LS		
Subtotal					
Tax @ 8.5%					
Grand Total					

Receipt of the following Addendum(s) to the Plans and/or Specification is hereby acknowledged:

Addendum No.

Date of Receipt

Signed

Acknowledgement

1 _____

2 _____

3 _____

The undersigned Bidder declares that their Bid is made with the full knowledge of the kind, quality and quantity of product to be furnished, and their said Bid is stated on the attached Bid form. In addition, by signing this form, the Bidder agrees to be bound by all requirements and Contract terms and conditions contained in this solicitation.

Authorized Official (Signature)

Date

Printed Name of Authorized Official

Title of Authorized Official

Company Name

Telephone Number

Address

City, State, Zip

E-Mail Address

Federal Employee ID

Employment Security Reference #

Unified Business Identifier (UBI #)

State Contractor's License #

Attachment 2

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The Bidder hereby certifies that, within the three (3) year period immediately preceding the Bid solicitation date (February 10, 2021), the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____ that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 2021.

Authorized Official

Typewritten Name

Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first fully sworn, on oath says that they certify that the Bid above submitted is a genuine and not a sham or Collusion Bid, nor made in the interest or on behalf of any person not therein named; and ()he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said Bidder has not in any manner sought by collusion to secure to self-advantage over any other Bidder or Bidders.

Authorized Official

Typewritten Name

Title of Authorized Official

Date

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Signature

Notary Public in and for the State of _____, residing in _____.

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES**

STATE OF _____)

ss.

COUNTY OF _____)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

A. Conflict of interest

That the Contractor, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any matter or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

B. Contingent Fees and Gratuities

That the Contractor, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official

member or employee of C-TRAN or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

Executed this ____ day of _____, 2021.

Signature:

Typed Name:

Title:

Firm:

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Signature

Notary Public in and for the State of _____, residing in _____.



CLARK COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA (dba C-TRAN)
CONTRACT NO. 2021-46
Battery Electric Bus Infrastructure Transformer Purchase

THIS CONTRACT is made and entered into on the ___ day of _____ 2021, by and between the Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN") and _____ (hereinafter after referred to as "Contractor") for the provisions of No. ITB 2021-46 Battery Electric Bus Infrastructure Transformer Purchase.

WHEREAS, C-TRAN requires services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced;

WHEREAS, Contractor is able and prepared to provide such goods services as C-TRAN does hereinafter require, under those terms and conditions set forth in the Contract Documents; and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Bid Document including C-TRAN General Conditions, dated October 1, 2021, Addendum No. _____ dated _____, Contractor's Bid dated _____, and all written Change Orders and Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall supply all of the services required by and under conditions of the Contract Documents as required and directed by C-TRAN.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced from the issuance of the Notice to Proceed for this Contract.

ARTICLE 4

CONTRACT SUM

C-TRAN shall pay the Contractor in current funds for the performance of the work, as provided in the Contract Documents the Contract Sum of _____. The Contract Sum is determined on Contractor's Bid dated _____. Compensation shall not exceed the amount indicated without written authorization in the form of a negotiated and executed change order or amendment as provided in the Contract Documents.

ARTICLE 5

NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, actual receipt by facsimile or if delivered at or sent by registered or certified mail to the last business address of a party. The addresses and e-mail addresses for Owner, Construction Manager and Contractor are as follows unless specific written notice of a new address and/or e-mail address is received by each of the other parties

Owner: C-TRAN
 Procurement
 10600 NE 51st Circle

Contractor: Vancouver, WA 98682
Procurement @c-tran.org
TBD

ARTICLE 6

SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

ARTICLE 7

INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

ARTICLE 8

PROHIBITED INTEREST

C-TRAN's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subagreements.

ARTICLE 9

SEVERABILITY

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, C-TRAN and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall be not affected thereby.

ARTICLE 10

ADHERENCE TO LAW

The Contractor shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations, and policies concerning workers compensation and unemployment compensation.

ARTICLE 11

CONTINGENCY

The effectiveness of this Contract shall not occur until C-TRAN has notified Contractor that C-TRAN's protest procedure (referenced in the ITB) is satisfied, which notice shall be delivered to the Contractor not later than seven (7) days after Contract Award by the C-TRAN Board of Directors. If C-TRAN determines in its sole and absolute discretion, that a protest should be upheld, and so notifies the Contractor, then this Contract shall be null and void *ab initio* and of no force or effect.

This Agreement has been fully executed and entered into as of the day and year written below.

C-TRAN

Name of Contractor

Shawn M. Donaghy
Chief Executive Officer

Contractor's Authorized Signer

Date

Date

Print Name/Title

Federal ID Number