



**SPECIFICATIONS AND  
CONTRACT DOCUMENTS  
FOR  
Electric Materials Purchase 2020**

**BID OPENING – 4:00 PM, Tuesday, November 19, 2019**

**Contact person: Sara Owens, (530) 582-3956**

**Truckee Donner Public Utility District  
11570 Donner Pass Road, Truckee, CA 96161**

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**Truckee Donner Public Utility District  
11570 Donner Pass Road  
Truckee, California 96161**

**1. NOTICE AND INSTRUCTIONS TO BIDDERS**

Notice is hereby given that the Board of Directors of the Truckee Donner Public Utility District, Nevada County, California, herein referred to as "Owner," will receive sealed proposals at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 4:00 pm, Tuesday, November 19, 2019 at which time they shall be opened and publicly read for provision of:

**Electric Materials Purchase 2020**

**This will be an annual contract from January 1, 2020 through December 31, 2020.**

Each bid must conform to the requirements of the specifications, copy attached.

No bid will be considered unless it is made on the form provided.

The Truckee Donner Public Utility District specifically reserves the right to accept or reject, any and all bids, or may accept or reject part of a bid, or waive irregularities or informalities in any or all bids, and be the sole judge of the suitability of the items offered, preference being given to the lowest responsible bidder. The award as to each item shall be in all cases be made to the lowest bidder for such item.

**2. WARNING TO BIDDERS**

No bids will be accepted unless enclosed in a sealed envelope when bid is submitted. The successful bidder will be required to enter into the contract attached to the proposal for the items covered by the award.

**3. MANNER OF SUBMITTING BIDS**

Prior to submitting bids make sure that:

- a. The Bid Schedule is complete and totals are correct.
- b. Non-Collusion Declaration is filled out by Bidder and attached to the bid package.
- c. The Bidder has acknowledged the receipt of any Addenda.
- d. Proposed alternate or equivalent materials and/or equipment has been submitted for approval by the District.

**Failure to meet all of the above listed Bid submittal requirements shall be cause for rejection of Bid.**

When submitting a bid, place the complete bid document in an opaque sealed envelope and either mail to **Electric Materials Purchase 2020 Bid, Truckee Donner PUD, 11570 Donner Pass Road, Truckee, CA 96161**; or hand deliver the bid to **11570 Donner Pass Road, Truckee, CA.**

#### **4. EXAMINATION OF CONDITIONS**

Filing of a bid shall constitute affirmation by the bidder that he has complied with the following:

- a) Carefully examined the contract documents.
- b) Included in the proposal sum amounts sufficient to cover all items required by the contract documents.

The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligation with respect to his proposal of the contract.

#### **5. AWARD OF CONTRACT**

This Contract is a Unit Price Contract. Pricing must be submitted in accordance with these instructions:

- a. All Unit Prices on the Bid Schedule are “each prices”.
- b. This is a one year Contract, effective January 1, 2020 through December 31, 2020.
- c. The low bidder will be determined by the summation of the Unit Prices of all items listed on Bid Schedule.
- d. An initial purchase will be made after bid award. Quantities will be determined by the District.
- e. The contract will be awarded on a single award basis. All mandatory items must be bid or the proposal will be considered non-responsive and will be rejected.

#### **6. MARKET BASKET PRICING**

Cost is the primary evaluation criterion for the award for this bid. Cost evaluation will be based on the lowest price. The pricing information is categorized into thirty-six (36) commonly purchased items. The items listed provide detail on those products purchased by the District throughout the year. The pricing proposal for this list will only be considered compliant if the bidder provides pricing for all items listed.

## **7. SUBSTITUTIONS**

The items listed allow for "approved equals". The bidder may include parts from another manufacturer that equal or exceed the specific part mentioned in these specifications. **However, the bidder must provide a list with the bid that itemizes all those parts being included as an equal.** In addition, the bidder must submit a copy of the manufacturer's information detailing each part or item that is included as an equal. The information must describe the part in sufficient detail to demonstrate that the part does indeed equal or exceed in every respect the part or item specified. The District will be the sole judge of the suitability of the parts or items offered as equals. Bids containing parts or items that are inferior to those specified will not be accepted.

## **8. DISTRICT'S RIGHT TO REJECT BIDS**

The District reserves the unqualified right in its sole and absolute discretion to reject any and all bids, and to accept the bid or bids which in its sole and absolute judgment, will, under all circumstances best serve the interest of the District.

Each bid shall be deemed a firm offer continuing for thirty (30) days after the date set for the opening of the bids.

## **9. CONTRACT**

The contract includes all advertisements for bids, notice and instructions to bidders, form of proposal and agreement and specifications.

The contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the successful bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the District or by any other person.

## **10. PROPOSAL MODIFICATIONS**

Proposals may be modified up until the time of bid opening. Modifications must be in writing. No electronic or telephone modifications will be allowed.

## **11. PROPOSAL WITHDRAWAL**

Proposal may be withdrawn any time prior to the time set for bid opening. Once proposals are opened, they may not be withdrawn until expiration of the proposal or sixty (60) days, whichever occurs first. All proposals shall be firm for not less than thirty (30) days.

## **12. POSTPONEMENT OF OPENING**

The District reserves the right to postpone the time and date of bid opening as the District deems necessary. Such postponement will be conveyed to all bidders by written or electronic notice which will state the new opening time and date.

### **13. INTERPRETATION OR CORRECTION OF CONTRACT**

The bidder shall promptly notify the District of any ambiguity, inconsistency, or error which he may discover in the contract or, if applicable, the site or local conditions.

If the bidder requires clarification or interpretation of the contract, he shall make a written request to reach the District seven days prior to the scheduled bid opening.

Any interpretations, corrections, or changes to the contract prior to the bid opening shall be made by addenda issued to all bidders. Each bidder shall acknowledge receipt of each addendum by signing in the space provided and attaching each addendum to the bidder's proposal.

Interpretations, corrections, or changes of the contract prior to bid opening made in any other manner than as described above will not be binding and bidders shall not rely upon such interpretations, corrections and changes.

### **14. BID AMOUNT**

In the event that the product of a unit price and a quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

### **15. SOURCE OF FUNDS AND LIMITATION OF DAMAGES**

Bidder is hereby informed that funds for these materials are limited and are public funds derived through revenues appropriated through the budgetary process. The District's decision to award a contract to the successful bidder is dependent upon the bidder's agreement to limit all claims for payments by the District to the unit prices or lump sum bids proposed herein. Further, in the event the bidder is awarded the contract for the material stated herein and a dispute arises between the bidder and the District regarding unreasonable delays, claims for extra compensation, or any of the provisions of the contract, the bidder agrees to limit the total of all claims against the District for this contract, including any damages, to the total funds appropriated by the District for this contract.

### **16. DAMAGES FOR FAILURE TO DELIVER MATERIALS IN TIMELY MANNER**

In addition to and separate from any other remedy for a breach provided for in this Agreement, District shall, in the event the materials are not delivered to District by the date specified on the proposal form, be entitled to purchase materials of like kind and quality from another provider. Successful Bidder shall pay the costs and all incidental expenses from the contract price therefore. In the event that District avails itself of the remedy provided for in this paragraph, it may, at its option, deduct the costs of purchasing substitute materials or recover from Successful Bidder the cost of substitute materials and incidental expenses. In the event that District brings an action to enforce the terms of this paragraph, it shall be entitled to an award of its attorneys' fees and costs.

# MATERIAL PURCHASE AGREEMENT

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Truckee Donner Public Utility District, a local public agency of the State of California (the "District" and/or "Owner") and \_\_\_\_\_ ("Successful Bidder"). The parties hereto agree as follows:

## **1. DESCRIPTION OF MATERIALS**

Successful Bidder agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish the materials which are described on the Notice and Instructions to Bidders, Specifications and Agreement, all of which are attached hereto and incorporated herein by reference.

## **2. CONTRACT PRICE**

The District shall pay Successful Bidder the prices set forth in the attached bid schedule, hereinafter called "Contract Price."

## **3. INDEMNITY AGREEMENT**

Successful Bidder shall defend, indemnify and save harmless the District and its elected and appointed officials, employees and agents, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of Successful Bidder, or any other person, and arising out of or in any manner directly or indirectly connected with the this Agreement or the material provided under this Agreement, however caused, regardless of any negligence of the District or its agents or servants, , except the active negligence or willful misconduct of the District or its elected and appointed officials, employees and agents . Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys' fees and other legal expenses incurred by the District and shall include any and all penalties imposed upon the District on account of the violation of any law or regulation by Successful Bidder.

## **4. DAMAGES FOR FAILURE TO DELIVER MATERIALS IN TIMELY MANNER**

In addition to and separate from any other remedy for a breach provided for in this Agreement, District shall, in the event the materials are not delivered to District by the date specified on the proposal form, be entitled to purchase materials of like kind and quality from another provider. Successful Bidder shall pay the costs and all incidental expenses from the contract price therefore. In the event that District avails itself of the remedy provided for in this paragraph, it may, at its option, deduct the costs of purchasing substitute materials or recover from Successful Bidder the cost of substitute materials and incidental expenses. In the event that District brings an action to enforce the terms of this paragraph, it shall be entitled to an award of its attorneys' fees and costs.

## **5. GUARANTEE AND WARRANTY**

Successful Bidder guarantees that the materials furnished under this Agreement meet all the requirements of the Specifications. SUCCESSFUL BIDDER GUARANTEES AND WARRANTS THAT THE MATERIALS FURNISHED UNDER THIS AGREEMENT ARE MERCHANTABLE AND FIT FOR THE PURPOSE FOR WHICH THEY WERE SOLD AND ARE FREE FROM DEFECTS CAUSED BY DEFECTIVE MATERIAL OR FAULTY WORKMANSHIP. ANY PROVISION IN THIS AGREEMENT OR IN ANY INVOICE, STATEMENT, PURCHASE ORDER OR OTHER DOCUMENT TO EXCLUDE, DISCLAIM, LIMIT OR MODIFY ANY IMPLIED OR EXPRESS WARRANTY IS NULL AND VOID AND SHALL HAVE NO FORCE OR EFFECT.

## **6. SHIPPING AND DELIVERY**

The Successful bidder shall prepare the materials for shipment in such a manner as to protect them from damage in transit and shall be responsible for and make good any and all damage incurred while loading, unloading or in transit. If the materials are damaged in shipment, they will be refused on delivery and it will be the vendor's responsibility to arrange for prompt inspection, repair or replacement of the materials.

The District requires 24 hours notice of delivery and an estimated arrival date and time.

The cost of the materials shall include shipping and delivery.

## **7. NOTICES**

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, five days after deposited in the United States mail, first-class postage paid, addressed to the District at 11570 Donner Pass Road, Truckee, California 96161, or to Successful Bidder at \_\_\_\_\_.

Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

## **8. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES**

In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, experts' fees, and consultants' fees, expenses and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.



## **9. CAPTIONS**

The captions and headings of the different sections of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this agreement or to control or affect the meaning, construction, or effect of the same.

## **10. NECESSARY ACTS**

Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.

## **11. ASSIGNMENT**

The Successful Bidder may not assign this Agreement or payments due under the Agreement without the prior written consent of the District.

## **12. GOVERNING LAW**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

## **13. FORUM**

Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Nevada, State of California, if in State court, or in or the Federal Court for the Eastern District of California, if in federal court.

## **14. SOLE AND ONLY AGREEMENT**

This Agreement, including any exhibits attached hereto, constitutes the sole and only agreement of the parties hereto relating to the project and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force and effect. This Agreement may only be amended or modified in a written document signed by both parties.

## **15. DISTRICT POWERS**

Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the District by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of the District.

## **16. TIME OF ESSENCE**

Time is of the essence of this Agreement.

**17. SEVERABILITY**

In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.

**18. ASSIGNMENT OF RIGHTS**

Successful Bidder agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement and that such assignment shall be made and become effective at the time the District tenders final payment to Successful Bidder, without further acknowledgment by the parties.

In witness whereof this instrument is executed by the duly authorized officials on the date first above written.

**TRUCKEE DONNER PUBLIC UTILITY DISTRICT**

\_\_\_\_\_  
**Michael D. Holley, General Manager**

**Date**

\_\_\_\_\_  
**Distributing Company**

\_\_\_\_\_  
**Signature of Authorized Representative**

**Date**

\_\_\_\_\_  
**Printed Name and Title**

By signing the Proposal on Page 13, Bidder warrants the following:

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

**BID SCHEDULE**  
**Electric Materials Purchase**  
**(FOB TRUCKEE) Tax not included**

Item #	Inventory Number	Description	Lead Time (Days/Weeks)	Unit Price
1	11722235	SHOE, DEADEND CLAMP (STR PRI 4/0 SM), MPS, ASO-570-1-N, 2 BOLT ONLY Hubbell ASO-570-1N		\$
2	11752087	AUTOMATIC GUY, 3/8", MCCLEAN POWER 5202		\$
3	11772085	PREFORM GUY GRIP, 3/8" EHS, PREFORM GDE 1107		\$
4	11780027	W-20, SERVICE WEDGE, 2/0, MPS 7187-FL, BLACKBURN W20-1FC		\$
5	1521002	ARRESTOR,9KV OVERHEAD-JOS ZHP 0090C00100, HUBBELL 213708-7354, (heavy brackets)		\$
6	1531000	ARRESTOR,9KV U/G RISER, COOPER #URT09050A1A1B1A		\$
7	15622019	COPPER, 2/0 STRANDED, BARE, SOFT DRAWN, 19 STRAND (250' REELS)		\$
8	16330201	CONDUCTOR, TRIPLEX, #2, (CONCH) - 1,800' REELS, GENERAL CABLENOTE:(MAX 36" REEL DIAMETER)		\$
9	16332001	CONDUCTOR, TRIPLEX, 2/0, (RUNCINA), 1500' reels (MAX 40" REEL DIAMETER)		\$
10	17055800	CONNECTOR, SLEEVE, 2/0 TO 2/0, 4", IKL47, PIK 2020		\$
11	17415360	CONNECTOR, HOTLINE CLAMP, LARGE 397.5, CHANCE S1545AGP		\$
12	17475600	CONNECTOR, P.G., 3-BOLT, 3/0 TO 397.5, ALCOA 482.2P		\$
13	18052610	COVER, COLD SHRINK, #2-2/0 - 3M 8452, ELAST 200ECS		\$
14	18056500	COVER BUSHING, SQUIRREL PROTECTION - SALISBURY #21116		\$
15	18072212	LUG, CONNECTOR 2/0 STR, AL SERIES -AL 2/0 - N		\$
16	18311333	CUTOUT, NON-LOADBREAK, 100 AMP POLYMER,CHANCE CP710112 or DM36B3(bracket) separate CSG15-100A-110-CB-10KA, ALUMAFORM		\$
17	2150200	GUY HOOK, 3/8" AND 1/2", MACLEAN P134AXW, CHANCE GH6ILS		\$
18	29300855	GUY GUARD, PLASTIC, ELECTRICAL MATERIALS - #70-7Y - 8' EA		\$
19	34263010	INSULATOR, SPOOL 3", CHANCE C9091033, LAPP 53-3		\$
20	53630102	ROD, PLATE ANCHOR 1" X 8', 3-EYE, HUBBELL 7568, MACLEAN J7338		\$
21	53679507	ROD, HELIX ANCHOR 1" X 7', HUBBELL C1021986, MACLEAN D100		\$
22	60614370	SPLICE, AUTO, 2/0 TO 2/0, ACSR, FARGO GL407 ONLY		\$
23	6330530	BOLT, D.A. 5/8 X 30"		\$

Item #	Inventory Number	Description	Lead Time (Days/Weeks)	Unit Price
24	6380518	BOLT, MACHINE, 5/8" X 18", J8818, CH8818		\$
25	65001000	SWITCH, BRIDGES HIGH VOLTAGE 15 KV, LER267K, 15kv, NOW SIEMENS #(001) SIELER267K		\$
26	66911642	TERMINATION, UG POTHEAD 500MCM, 3M 5643		\$
27	66930742	TERM, UG, T-BODY, 350/750 MCM, 220 MIL - EL 655BLR, COOPER DT625		\$
28	66930850	TERMINATION, 500 CABLE, ADAPTOR, T-BODY, EL 655CAL, COOPER CA625ee		\$
29	73868307	WIRE, GUY 3/8" EHS CLASS A, 2,500' or 250' COIL REELS UP TO 36" FLANGE DIAM. LESS THAN 26"-NATIONAL STRAND PRODUCTS PART#38EHS7A IS 21"W X 25"FLANGE		\$
30	7535162	BRACE, CROSSARM, WOOD STD PAIR, HUGHES 2045-CC30, JA4760R, Pennington x-arms preferred		\$
31	7535167	BRACE, CROSSARM, 60" X 30" PAIR, LONG, HUGHES 2045-D45-9-11		\$
32	7800002	BRACKET, UG CONDUIT STRAP 2", CH CSTK-2/ALUM STK-2		\$
33	7801000	BRACKET, UG CONDUIT 12", ALUMAFORM 6-CSO-12 , HUBBELL C6CSO12		\$
34	9722604	CABLE, SEC, 3-1/0 & 1-#2, (NOTRE DAME)-1,000' REELS		\$
35	9722611	CABLE, SEC 3-500MCM & 1-350, (WOFFORD) 500' REELS		\$
36	980108	ANCHOR, 8" HELIX, 2 1/2", SOCKET HUB, HUBBELL C10250004 PER CASE		\$
<b>Total Bid Price</b>				<b>\$</b>

**BID AWARD:** Lowest responsive bidder will be determined by the total bid price.

**LEAD TIME:** If the lead time exceeds 3 weeks, the District may choose to purchase materials of like kind and quality from another provider.

Proposal submitted by:

Signature, Title and Date

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Name, address, and phone number of bidder

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