


# REQUEST FOR PROPOSALS (RFP) FOR SERVICES

 <p><b>CLATSKANIE PUD</b> <small>Owned by the People We Serve</small></p>	<h2>REQUEST FOR PROPOSAL (RFP) FOR RAINIER SUBSTATION GROUND GRID ANALYSIS</h2>	
<b>RFP Title: Rainier Substation Ground Grid Analysis</b>		
<b>RFP Response Due Date and Time:</b> 2:00 pm - Pacific, March 22, 2018	<b>Number of Pages</b> (including cover) 13	<b>Issue Date:</b> February 26, 2018
<b>ISSUING AGENCY INFORMATION</b>		
<p>Clatskanie People’s Utility District            495 E. Columbia River Highway   PO Box 216, Clatskanie, OR 97016            Website: clatskaniepud.com            Contract Administrator: Lynn Donner, 503-308-4596, ldonner@clatskaniepud.com            Project Manager: Brian Taylor, P.E., 503-308-4591, btaylor@clatskaniepud.com</p>		
<b>INSTRUCTIONS TO RESPONDENTS</b>		
<b>Return Sealed Proposal to:</b> Lynn Donner Clatskanie People’s Utility District PO Box 216 495 E. Columbia River Hwy Clatskanie, OR 97016	<b>Mark Face of Envelope/Package with:</b>  <i>RFP Response-            Rainier Substation –            Ground Grid Analysis</i>	
<b>Special Instructions: <i>None.</i></b>		
<b>RESPONDENTS MUST COMPLETE THE FOLLOWING</b>		
<b>Contractor Name/Address:</b>	<hr/> <p style="text-align: center;">(Name/Title)</p> <hr/> <p style="text-align: center;">(Signature)</p> <p>By my signature, I agree to be bound to the terms and conditions contained in this proposal. I am authorized to submit this proposal on behalf of the company named herein.</p>	
<b>Type of Entity (e.g., corporation, LLC, etc.)</b>	<b>Phone Number:</b>	
<b>E-mail Address:</b>	<b>FAX Number:</b>	
<b>PLEASE RETURN THIS COVER SHEET WITH RFP RESPONSES</b>		

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Clatskanie People's Utility District (District) is seeking a qualified engineering firm to analyze the Rainier Substation ground grid and recommend any upgrades to the electrical grounding system and substation yard rock.

All work is at the District's Rainier Substation, 545 East 4<sup>th</sup> Street, Rainier, OR 97048.

- **Proposals must be received no later than 2:00 pm – Pacific, March 22, 2018.**
- Please label outside of response envelope: ***RFP Response – Rainier Substation – Ground Grid Analysis.***
- Proposals are scheduled for opening at **2:15 pm, March 22, 2018** at the District office.
- All proposals submitted become the property of the District.

### TARGET SCHEDULE

<b>RFP Proposals Due in District Office</b>	<b>March 22, 2018</b>
<b>Notice of Intent to Award</b>	<b>March 23, 2018</b>
<b>Start Date</b>	<b>April 2, 2018</b>
<b>Deadline for Completion</b>	<b>May 11, 2018</b>

### SCOPE OF WORK

- Contractor shall provide the following services:
  - Full-redraw of the existing ground grid layout drawing in AutoCAD for use in the ground grid analysis and report (not scanned and inserted into a CAD frame).
  - Perform measurements to determine the soil resistivity data necessary for the analysis.
  - Develop a step and touch potential model of the existing substation at the existing grade level and compare these against the tolerable levels as defined by industry standards.
  - Recommend any upgrades and improvements to the existing substation ground grid to conform to the tolerable levels as defined by industry standards.
  - Prepare a report based on the step-touch potential models. The report will include plan view drawings of the substation ground grid with a spatial representation of the step and touch potentials for the existing ground grid and for the ground grid with suggested improvements. The Contractor shall provide two printed copies and one electronic copy of the report at the conclusion of the project.

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Recent impedance measurements have been performed at the Rainier Substation by the fall of potential method. Two three-point, fall of potential tests were performed in different directions on August 26, 2015. The results of these tests showed an average ground resistance of 0.149 ohms in the west direction from the substation and 0.210 ohms easterly from the substation.

See Exhibit A for the Rainier Substation grounding plan.

### **PROPOSAL EVALUATION AND SELECTION PROCESS**

Contractor shall show proficiency in the engineering design of electric utility substations. The proposal shall include a brief description of similar work performed with references and phone contact numbers. Proposals without experience and references shall be considered incomplete and rejected.

Contractor shall have complete professional and technical responsibility for performance of all services in accordance with recognized prudent professional standards applicable in the industry, and in accordance with all applicable laws, regulations, standards, and codes.

Upon receipt of responses, selection committee members will evaluate all proposals. The District may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions. All things being equal – including price, fitness, availability, schedule, and quality – by ORS 279A.120, the District must prefer goods or services that have been manufactured or produced in Oregon. This is done by adding to the non-resident bidder's bid a percentage equal to the preference, if any, given to the bidder in the state where the bidder resides.

Contract negotiations will commence with the highest-ranked firm. The contract will be awarded upon reaching an appropriate price for this work. If an appropriate agreement cannot be reached with the highest-ranked firm, the second-ranked firm will be approached, and so on. Unsuccessful firms will be notified as soon as possible.

The right is reserved, as the interest of the District may require, to reject any or all proposals and to waive any irregularity in the proposals received.

District will not reimburse any Contractor for any costs incurred in preparation or submittal of a Proposal. To avoid disqualification on the basis of non-responsiveness, Contractors are cautioned to submit the RFP response in strict accordance with the requirements, including quotation of prices in the manner specified. A Contractor's Proposal may be disqualified without further consideration for reasons including, but not limited to:

- Receipt of Proposal after the response deadline
- Request for changes in the Bid Price after it is submitted
- Failure to submit, in a timely fashion, all required support documentation
- Failure to meet all of the minimum requirements

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- Willful misrepresentations in the project Proposal
- Failure to submit the project Proposal in the format required in this RFP

The District will furnish all Proposers a written Notice of Proposed Contract Award after evaluating all proposals. After receipt of such Notice of Proposed Contract Award, any unsuccessful Proposers may request the reason(s) their proposal was not selected. In the event a Proposer elects to protest the District's selection, the protest must be submitted in writing to the District within seven (7) business days of the Notice of Proposed Contract Award.

Within seven (7) calendar days after notice of award, the successful Proposer shall deliver to the District the required insurance certificate and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. The District will not issue the Notice to Proceed until the District has received all of the above required documents.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, the District reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

While the District has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the District to award and execute a contract. Upon a determination such actions would be in its best interest, the District, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Not award a contract, if it is in the District's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if the District determines adequate funds are not available.

### **INSURANCE REQUIREMENTS**

Firms interested in contracting with the District are minimally required to provide:

- All insurance required by the contract documents to be purchased and maintained by Contractor will be obtained from insurance companies with an "A" rating or better and duly licensed or authorized in the jurisdiction in which the project is located to issue insurance policies for the limits and coverage so required.

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- ❑ Contractor agrees to maintain General Liability Insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; Umbrella liability of not less than \$5,000,000 in the aggregate.
- ❑ Contractor agrees to maintain Professional Liability Insurance with a maximum limitation of not less than \$2,000,000 per occurrence; such coverage shall be project specific.
- ❑ Contractor agrees to maintain Automobile Liability Insurance which includes owned, non-owned, and hired auto liability coverage. The minimum insurance limits (including excess or umbrella liability) will be \$1,000,000 per occurrence.
- ❑ Contractor agrees to maintain Workers' Compensation Insurance as required by the state of Oregon.
- ❑ Prior to commencing work, the Contractor will furnish to the District a Certificate of Liability Insurance showing the above minimum coverage and provision for 45 days' notice to the District of modification, non-renewal, or cancellation of the Contractor's insurance policies. If the company is unwilling or unable to provide the certificate with the cancellation notice, it will be required of the Contractor to provide notice within 48 hours to the District of any cancellation, modification, or endorsement to the said policy. Failure to do so may be considered a breach of the contract. Also, the Contractor will provide a CG 20 10 (or equivalent) form that identifies the District as a primary and non-contributing additional insured on such insurance policies.
- ❑ District and Contractor intend that all policies purchased in accordance with the Insurance Requirements sub-heading will protect District, Contractor and all Related Entities to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies will contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's thereunder. District and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the work; and, in addition, waive all such rights against subcontractors and all other individuals or entities to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above

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waivers will extend to the rights that any party making such waiver may have to the proceeds of insurance held by District as trustee or otherwise payable under any policy so issued.

### **PAYMENT**

The District shall make payment according to the contract price on the basis of Contractor's billing invoices. Payment will be released upon successful completion and final inspection of the work as outlined.

The District shall have the right to withhold payment due to defective workmanship or materials not remedied, claims filed, or failure to comply with the provisions of this contract. Payment does not constitute acceptance of the work.

### **CHANGE ORDERS**

During the progress of this project, the District may make changes in, additions to, or subtractions from the scope of work as conditions warrant. If the cost to the Contractor shall be materially increased by any such change, the District shall pay the Contractor for the reasonable cost thereof in accordance with a written Change Order signed by the District and the Contractor. No claim for additional compensation for any such change will be considered unless the Contractor shall have made a written request therefore to the District prior to the commencement of work in connection with such change.

If the cost to the Contractor shall be materially decreased by any such change, the District shall deduct an appropriate amount in accordance with a written Change Order signed by the District and the Contractor.

### **LIABILITY AND DAMAGES**

Whenever any liability is incurred by either or both of the parties for damages or injuries arising out of this agreement, the liability for such damages, as between the parties, shall be as follows:

- Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply with this agreement.
- Each party shall be liable for all damages for such injuries to its own employees or its own property in such proportion as that party's negligence compares to the concurrent negligence of both parties.

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- Each party shall be liable for damages for injuries to third parties or their property in such proportion as that party's negligence compares to the concurrent negligence of both parties.
- These provisions are not intended to modify or otherwise change those provisions of law dealing with the Worker's Compensation Act or the limitation of liability granted to the District under the Oregon Tort Claims Act.
- Indemnity/Hold Harmless. The Contractor agrees to defend, pay on behalf of and hold harmless the District and its directors, officers, agents, and employees from all claims of whatsoever nature or kind, including those brought by employees of Contractor or subcontractors, to the extent such is caused by the act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this contract by Contractor, its employees, agents and subcontractors. Contractor agrees to defend and pay all costs in defending these claims, including attorney fees.

### PREVAILING WAGE

As a People's Utility District, the District is subject to ORS 261, and thus **exempt** from prevailing wage laws for public works projects.

### EQUAL OPPORTUNITY/NON-DISCRIMINATION

- The Contractor shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and regulations issued by the state of Oregon and the Federal Government.
- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other protected class. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, without regard to their race, color, religion, sex, national origin, or any other protected class.
- If the Contractor fails to comply with these Acts or Regulations, the District reserves the right to terminate this contract.

### LIENS

Contractor agrees to make payment promptly as due to all person/corporations for all labor, services, or materials obtained for the project and will not permit any lien or claim to be filed or prosecuted against the District on account of any labor services or material furnished. Should Contractor fail to pay for labor, services, or material furnished on the project, or fail to pay contributions, taxes or amounts due the State Accident Insurance Fund, the State

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Unemployment Compensation Fund, the State Department of Revenue or the Internal Revenue Services; then, and in such event, the District may pay such claim or fund and charge the amount thereof against funds due or to become due to said Contractor.

### **DISPUTE RESOLUTION**

- Dispute Resolution Process: Any disputes arising from the terms and/or provisions of this agreement shall be first addressed by the management/owner of the two parties. Notice of a dispute shall be made by the disputing party in writing and include reasonable detail regarding the dispute, as well as the party's preferred resolution. If the party's management/owners cannot reach an agreement on how to resolve the dispute, the matter will be submitted for mediation within ten days from written notice of concluded negotiations following the Commercial Mediation Rules published by the American Arbitration Association.
- The venue for the mediation of any disputes shall be Columbia County, Oregon.

### **CONTRACTOR STATUS**

- Contractor will be an independent contractor and is not an employee of the District. Contractor is responsible for obtaining all applicable licenses and permits required for performance of this Agreement. Contractor acknowledges that he/she has no right in or under any health, liability, or disability or other insurance policies maintained by the District, nor to any overtime, vacation, holiday, sick leave, seniority, or other benefits.
- Contractor further acknowledges that he/she has no right to claim unemployment compensation, workers' compensation, or disability compensation pursuant to this Agreement, or as a result of Contractor's relationship with the District.
- Contractor warrants that he possesses adequate financial resources for the performance of the work covered by this Proposal and that the Contractor will provide the necessary tools, material, equipment, a qualified superintendent, and other employees as required completing the work.
- Contractor shall state whether they are a resident bidder as defined by ORS 279A.120 (has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this proposal and has a business address in Oregon).



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### TAX LAWS

- If awarded a contract, Contractor shall represent and warrant that the Contractor has complied with the tax laws of this state or a political subdivision of this state; including, but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- Per ORS 279B.045: If awarded a contract, a covenant from the Contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or political subdivision before the Contractor executed the public contract or during the term of the public contract is a default, for which the District may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

### TERMINATION OF AGREEMENT

- The District may, in its sole discretion, terminate the project or a portion thereof for any reason upon violation of any provision of this Proposal.
- If Contractor or any of the subcontractors persistently or repeatedly refuse or fail to supply competent supervision, skilled workmen, and proper materials: or disregard laws, ordinances, or fails to perform the work diligently and in an orderly and workmanlike manner.
- If circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the project or the Contractor is prevented from completing the work for reasons beyond the control of the District or the Contractor or for any reason considered by the District to be in the public interest.
- By mutual agreement between the District and the Contractor, the District may, in its sole discretion, terminate the project or a portion thereof for any reason upon violation of any provision of this Proposal.
- Termination of the project or a portion thereof shall not relieve the contractor of responsibility for the work completed, nor shall it relieve the surety of its obligations for any just claims arising from the work performed. Payment will be made, based on the contract price, for the actual items of work completed under the contract. No claim for direct, indirect, or consequential damages will be allowed.

**Exhibit A – Rainier Substation Grounding Plan**

Portland General Electric Co. drawing number C13056, 6/24/74, is included as an attachment to this RFP.

**PROPOSAL FOR GROUND GRID ANALYSIS  
RAINIER SUBSTATION**

Total Net Cost \$ \_\_\_\_\_

Alterations or Exceptions to the Specifications \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resident Bidder? \_\_\_\_\_ Federal TIN \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

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**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn on oath deposes and says:

That in offering to perform work for Clatskanie People’s Utility District as specified in the Request for Proposal to which this affidavit is attached, affiant has not entered into any agreement, understanding or Contract with any person, firm, corporation or association to in any manner affect or control the price at which such work will be performed, or at which any bidder shall offer to perform the same. That the offer made by affiant to perform such work is the independent offer of affiant only and is made without reference to or knowledge of the offer, price or compensation submitted by any other bidder for such work.

\_\_\_\_\_  
Proposer Signature

For \_\_\_\_\_  
Company Name

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_.

(seal)

**Check List  
Items to be Returned:**

- Completed cover page
- Experience and References
- Completed non-collusion affidavit
- Completed proposal page