

## BID FORM FOR PROCUREMENT OF ELECTRICAL EQUIPMENT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

Bids shall be submitted electronically, or hand delivered to AJ Thorne, Public Works Director, City of Sandy. The subject of the email should be titled: **"Alder Creek WTP Electrical Equipment Procurement"**.

AJ Thorne, PE  
Public Works Director – City of Sandy  
39250 Pioneer Blvd  
Sandy, OR 97055  
[ajthorne@ci.sandy.or.us](mailto:ajthorne@ci.sandy.or.us)

**Bid is to be submitted**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

### ARTICLE 2—BASIS OF BID

2.01 *Lump Sum Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

1. Lump Sum Bid Price

Item No.	Description	Item Total
1	Switchboard	\$ 35,055. <sup>00</sup>
2	Standby-Generator	\$ 287,045. <sup>00</sup>
3	Automatic Transfer Switches	\$ 23,391. <sup>00</sup>

B. Bidder may elect to bid on select items or every item. Bidder shall clearly state "NO BID" for any items not bid.

2.02 *Total Bid Price*

A. The following Total Bid Price is the sum of the Lump Sum Bid Price from Paragraph 2.01.

Total Bid Price	\$ 345,491
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**ARTICLE 3—TIME OF COMPLETION**

- 3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

**ARTICLE 4—ATTACHMENTS TO THIS BID**

- 4.01 The following documents are attached to and made a condition of this Bid:
- A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.

**ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS**

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	8/14/2025
2	8/20/2025

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder's Representations*
- A. In submitting this Bid, Bidder represents that:
1. Bidder has examined and carefully studied the Procurement Contract Documents.
  2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
  3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Bidder's Certifications*

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

Farnham Electric Proposal - Alder Creek WTP Electrical Equip.

This Bid is offered by:

Bidder:

Farnham Electric

(typed or printed name of organization)

By:



(individual's signature)

Date:

9/9/2025

(date signed)

Name:

Ken Rosenberry

(typed or printed)

Title:

Project Manager / Estimator

(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

1050 NE Lafayette Ave

PO Box 7

McMinnville OR 97128

Designated Representative:

Name:

Ken Rosenberry

(typed or printed)

Title:

Estimator

(typed or printed)

Address:

Phone:

503-472-2186

Email:

Kenny @ Farnham Electric . com

License No.:

CCB 80593

Classification:

Residential, Commercial General Contractor

Limitation:



## Proposal

To: City of Sandy, Public Works Director	Attn: AJ Thorne
Date: 09/09/2025	Budget Proposal #:KR0217.1
Project: Alder Creek WTP Electrical Equipment Procurement	Prepared by Kenny Rosenberry Cell #971-701-1028 CCB# 80593

We hereby propose to furnish all labor, material, necessary to provide for the installation below in accordance with the following specifications and subject to the conditions stated within this proposal:

### Inclusions

- Bid to the drawings and specifications released with the RFB.
- Addenda 1 and 2 acknowledged.
- Early procurement pricing for MSB-D100 (Metering Switchboard), GEN-D100 (750 KW Generator) and ATS-D100 (Automatic Transfer Switch) per Addenda #1.
- All equipment will be delivered directly to the customer.
- Includes Generator start up, testing, and commissioning services.
- Owner training.

### Exclusions

- Excludes permits
- Excludes installation of equipment.
- Excludes equipment and labor to offload upon delivery. Customer will be responsible for offloading.
- Excludes storing equipment.
- Excludes Fuel.
- Generator Pad.

### Clarifications

- **Farnham reserves the right to increase the pricing quote herein to account for the force majeure events, the imposition of new or increased tariffs, import/export fees, duties, customs, taxes, currency fluctuations or an increase in commodity or market pricing.**

### Lead Times

- Generator (31 weeks)
- Automatic Transfer Switch (21 weeks)
- MSB-D100 (28 weeks)

Switchboard	\$35,055.00
Standby-Generator	\$287,045.00
Automatic Transfer Switch	\$23,391.00

<b>Base Bid Total Pricing</b>	<b>\$345,491.00</b>
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**TERMS AND CONDITIONS**

1. **WIRING STANDARD:** All workmanship and materials are to comply with the requirements of the National Electrical Code and the applicable local ordinances and the electrical plans and specifications specifically applicable to the job.
2. **SCOPE OF WORK:** Unless specifically stated otherwise in this proposal, the scope of work covered by this proposal is limited to that work specifically covered by the electrical drawings and the electrical section of the specifications.
3. **LIGHTING FIXTURES:** Unless specifically included in the electrical drawings and the electrical section of the specifications or specifically stated in this proposal, the furnishings and installing of electrical lighting fixtures and lamps are not included in this proposal.
4. **ADDITIONAL WORK OR CHANGES:** Additional work or changes may be ordered in writing by the customer at any time, for which the customer agrees to pay in addition to the contract price named herein at a price agreed upon or at our regular rates for time and material work.
5. **WRITTEN CHANGE ORDERS:** The electrical contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such extra work or changes.
6. **PAYMENTS FOR ADDITIONAL WORK OR CHANGE ORDERS:** Payments for additional work and changes shall be made under the same terms and conditions as are embodied in the original contract.
7. **CONTRACT PAYMENTS:** The electrical contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract.
8. **UNAVOIDABLE INTERRUPTIONS:** It is hereby mutually agreed that the electrical contractor shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority or any other cause beyond his control.
9. **CHARGES TO THE ELECTRICAL CONTRACTOR:** The electrical contractor shall not be liable for any drywall repair and painting required due to nature of installation, charges for temporary wiring, electrical energy, heat, job cleanup, hoisting, job telephone, job office or storage space, etc., unless specifically so stated in this proposal.
10. **LIQUIDATED DAMAGES:** The electrical contractor shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond his control.
11. **TRANSFER OF TITLE:** If the customer disposes of real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within 48 hours after date of such disposal.
12. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and Judgement upon the award rendered may be entered in any Court having jurisdiction thereof. Monetary damage awards shall include appropriate interest, and reasonable attorney's fees may be awarded to the prevailing party.
13. **DEFAULT:** In case of default, reasonable attorney's fees and/or other collection costs incurred by the other party will be paid by the defaulting party in addition to other amounts due.