INVITATION FOR BID NO. 717932

Procurement Quality Level: 0

FOR

INDUSTRIAL DEVELOPMENT COMPLEX
LANDFILL COVER

AT

ENERGY NORTHWEST
COLUMBIA GENERATING STATION

QUESTIONS DUE BY: September 15, 2026

BID DUE DATE: September 30, 2026

SECTION I
INSTRUCTIONS TO BIDDERS

I.1 INTRODUCTION

Pursuant to Revised Code of Washington (RCW) §43.52.612, Energy Northwest, a joint operating agency and municipal corporation in the State of Washington, invites Bids for the Industrial Development Complex (IDC) Landfill Cover at Columbia Generating Station (Columbia) as described herein, from qualified Bidders. Bidder will be selected in accordance with RCW §43.52.560. This Invitation for Bid (IFB) is subject to prevailing wage requirements pursuant to chapter 39.12 RCW.

Energy Northwest makes no guarantee as to any actual or minimum amount of Work to be performed. Work is directed at the sole discretion and benefit of Energy Northwest.

Energy Northwest reserves the right, without qualification, to select any proposal as a basis for negotiation, to reject all proposals and to exercise its discretion and apply its judgment with respect to any proposal submitted. This IFB does not commit Energy Northwest to pay any costs incurred in connection with any proposal, or to contract for any Work. There is no commitment on the part of Energy Northwest to accept the lowest priced proposal or any conditions imposed by a Bidder as a requirement of acceptance of their proposal. The proposal to be accepted shall be at the sole discretion of Energy Northwest.

Information submitted to Energy Northwest in response to this IFB becomes public record under the Revised Code of Washington. Without exception by the presenting Party, the information is subject to public disclosure pursuant to the Washington State Public Records Act. Energy Northwest may unilaterally release or exempt information from public disclosure. In the event a Bidder seeks to withhold information from public disclosure, it shall hold Energy Northwest harmless from any damages or costs, including attorney's fees and statutory awards imposed by any court or regulatory authority. Energy Northwest shall not be liable for any inadvertent public disclosure of information, despite the exercise of reasonable care.

Bidders shall thoroughly examine and be familiar with the IFB documents. Submittal of a proposal shall constitute an acknowledgement upon which Energy Northwest may rely that the Bidder has thoroughly examined and is familiar with these documents. Failure or neglect to receive or examine these documents shall in no way relieve Bidder from any obligation with respect to the proposal or these documents. No claim for additional compensation is allowed for lack of knowledge of the IFB documents.

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

This IFB is comprised of:

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

I.2 SUBMISSION OF BID

No staples, paper clips or binders please.

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

Bid documents may be submitted by express delivery (FedEx or UPS) or in person. **Electronic Bids will not be accepted**. It is the Bidder's responsibility to allow sufficient time, so Bids are received prior to the public Bid opening date and time, **September 30, 2026**, at 1:00 pm (Local time, Richland Washington).

Personal Delivery
Energy Northwest
Attn: Stacy Jackson
Deschutes Bldg., Office No. 1-270
76 North Power Plant Loop
Richland, WA 99354

FedEx or UPS
Energy Northwest
Attn: Stacy Jackson MD/PE10
76 North Power Plant Loop
Richland, WA 99354

Each Bid submitted shall constitute an offer to Energy Northwest and shall be irrevocable for a period of 45 days following Bid opening. Contract Award, if any, shall be made within 45 days from the date of Bid opening.

I.3 BID EVALUATION CRITERIA

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

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

1. Submit completed and signed Bid Form (Appendix "B"). If the Bid Form is not signed, the Bid shall be rejected.

2. Declare on the Cost Proposal Form, Bidder has submitted exceptions to Energy Northwest's Appendix "D" – General Provisions (attached as a separate document). Energy Northwest will not engage in a lengthy negotiation of the General Provisions. Extensive or material exceptions will result in Bidder's proposal being declared non-responsive. Exceptions thereto must be clearly defined in "track changes" in the Microsoft WORD documents (Appendix "D") supplied by Energy Northwest. Any exception taken must have a comment in the document describing why the exception

is being submitted.

3. Declare on the Bid Form, Bidder has previously negotiated terms with Energy Northwest in which they intend to utilize in the course of this Work. If previously negotiated terms are already in place, mark "No" on the Bid Form for above question and "Yes" on the Bid Form for this question.

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

1. Declare on the Cost Proposal Form Bidder's current certificate of registration number as a contractor in compliance with RCW §39.04.350 (RCW 18.27 general contractor, RCW 18.106 plumbing, RCW 70.87 elevator), which must be in effect at the time of IFB due date.

2. Declare on the Bid Form, Bidder's current Washington Unified Business Identifier number.

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

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

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

6. Declare on the Bid Form, Bidder has not been disqualified from performing Work on any state or federal contracts as detailed in RCW §39.12.065(3).

7. Declare on the Bid Form, Bidder has completed Contractor Training or is exempt. Use the web address below to learn more about Contractor Training.

   https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp

8. Pursuant to chapter 5.50 RCW verifying under penalty of perjury, the Bidder shall complete, sign and submit the Exhibit "A" - Certification of Compliance with Wage Payment Statutes with the Bid Documents.

D. Responsive and Qualified Bidder: Supplemental Bidders Data to be provided with the Bid. Pursuant to RCW §39.04.350(3), Bidder shall supply the following Supplemental Bidders Data for Bid evaluation.

Commercial:

1. Declare on the Bid Form, the Bidder has thoroughly reviewed the specifications, laws and ordinances governing the Work contemplated.

2. Bidder shall submit a completed 2026 W-9 form (Taxpayer Identification Number and Certification).

3 Declare on the Bid Form, if Bidder has any Nuclear Regulatory Commission (NRC) violations at a nuclear power generating facility in the past three years. Bidder shall provide a list of any NRC violations in a separate document.

Technical:

1. Equivalent Project Experience: Bidder shall have successfully completed projects of a similar size and scope as described in the Small Works Bid documents within the last five years. Bidder to submit a minimum of **two** equivalent projects. In evaluating whether the projects were "successfully completed," Energy Northwest may check Bidder references. Project description to include the following:

   - Customer name,
   - City and State,
   - Contact persons,
   - Phone number and email address,
   - Scope of work during project,
   - Dollar value of the project

2. Key Personnel: Provide the names and resumes of the actual supervisors that will be assigned to PA system implementation. The Energy Northwest team wants commitment and predictability from the Bidder that the listed supervisors will be onsite to direct the Work.

3. Occupational Safety & Health Administration (OSHA) Statistical Report: Bidder shall submit the completed OSHA safety statistics report, Exhibit "B", showing Bidder safety performance for the past five years. This report should only include statistics for the business division of the Bidder's company that will be performing Work at Columbia. If the Bidders' company is not required to report to OSHSA per OSHA standards 1904.1(a) (1), the Bidder shall identify this on Exhibit "B", failure to properly identify this on Exhibit "B" could deem the Bidder as unresponsive

4. Project Schedule: Bidder shall submit a Level 1 project schedule. Schedule shall detail activities to be performed by the Contractor containing mobilization, training, walk downs, field implementation, and demobilization.

5. Bidder shall provide a Schedule of Values (SOV) itemizing the Total Bid Price. SOV may include, but is not limited to, the following:

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

- Cleanup and demobilization

6. Proposed Subcontractors: Proposer shall complete and submit the Proposed Subcontractor form, Exhibit “C”, indicating the Subcontractors who may perform any portion of the Work. Subcontractors used must be registered to work in the State of Washington and meet the same requirements as the Contractor.

7. Declare on the Bid Form, Bidder has submitted a Site-Specific Safety and Health Plan (SSSHP) if any of the following criteria is met:

   a. The Bid value is greater than $1,000,000.00.

   b. The Work is determined to be Industrial Safety high risk per PPM 1.3.76 Integrated Risk Management.

      - Risk Significant Work: Activity that poses a potential hazard to Radiological Safety, Industrial Safety, Nuclear Safety, the Environment, or Corporate Safety, which requires additional planning, special precautions, and management oversight to adequately manage the risks.

   c. The Bidder will have 50 or more employees onsite performing Work.

      At a minimum, the SSSHP will address the following items:

      - Safety roles, responsibilities and expectations for employees and Subcontractors.

      - Safety orientation process. How will the Bidder train their personnel to Energy Northwest standards and expectations?

      - Proactive steps to prevent injuries (including walkdowns, observations, using Human Performance (HU) tools such as Take 2, Job Hazard Analysis/Job Safety Analysis).

      - Safety event and near miss reporting and documentation (follow ISPM-1, document on Contractor’s forms, complete Condition Reports).

      - Process for pre-job briefs, Take 2 and HU tools to be used.

      - Process for safety inspections and supervisor and peer safety observations and coaching.

      - Process for implementation of Industrial Safety operating experience and lessons learned.

- Process for working on or near asbestos, lead, Polychlorinated Biphenyls (PCB), silica and other health hazards.

- Critical work processes requiring Lock Out Tag Out, fall protection, confined space, hot work and high hazard lifts (and other Industrial Safety high risk activities).

I.4 BID EVALUATION PROCEDURE

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

B. Evaluation Table

Bidder Criteria
Total Bid Price
Required Bidder Information
Responsible Bidder
Responsive & Qualified Bidder: **Commercial review**
Responsive & Qualified Bidder: **Technical review**

I.5 INTERPRETATIONS, QUESTIONS, AND COMMUNICATIONS WITH BIDDERS

Questions due by September 15, 2026, no later than 1:00 pm (Local time, Richland Washington).

It is the intent of Energy Northwest to obtain Bids which are in strict accordance with this IFB and contain no clarifications, assumptions, etc. No oral interpretations will be made to any Bidder as to the meaning of any part of this IFB. All questions must be made in writing sent via email to Stacy Jackson (sjackson@energy-northwest.com), Procurement Specialist III. Energy Northwest reserves the right to determine if an interpretation is required. Every appropriate interpretation made to a Bidder will be in the form of an Addendum which, if issued, will be sent as promptly as practicable to all parties to whom the IFB has been issued. There will be no back and forth dialogue. All such addenda shall become part of this IFB.

I.6 EXAMINATION OF DOCUMENTS

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

I.7 WASHINGTON STATE PREVAILING WAGE REQUIREMENTS

A. Labor provided under this Contract is subject to Washington State prevailing wage requirements. Contractor must file an intent to pay, and an affidavit of wages paid, as required by the RCW §39.12.040 and chapter 296-127 of the Washington Administrative Code (WAC). Pursuant to Washington State Labor and Industries (L&I) Law Booklet, sole proprietors must file the intent and affidavit. There is no exemption from the requirement to file the forms. Prevailing wage rates can be found on the Washington State Department of L&I website at the following address.

https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

B. It shall be the sole legal and contractual obligation of the Contractor to determine the correct labor categories and wage rates for this Work. For Washington State prevailing wage rates, Contractor shall use rates effective **September 1, 2026**.

C. Contractor shall pay the hourly minimum rate of wage, not less than the prevailing wage rate, which may be paid to workers, in each trade or occupation required for such public and prevailing wage rate work employed in the performance of the Contract either by Contractor or its subcontractors. Contractor shall contact L&I for any clarification on the selection of applicable prevailing wages and/or categories.

Note: False filings of forms may result in penalties and sanctions under RCW §39.12.050. Failure to pay appropriate wages may result in penalties and sanctions under RCW §39.12.065. Energy Northwest shall not be liable for any resulting difference in prevailing wages paid by the Contractor or Subcontractors.

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

I.8 BID FORM

Bids shall be submitted on the Bid Form, Appendix “B” provided with the IFB Documents. Any submittals or data which may be required by the IFB Documents to support a Bid shall be attached to the Bid Form. The Bid Form must be properly executed; all blanks must be filled in. All Bids shall be submitted in strict compliance with the IFB Documents and the technical and commercial requirements contained herein. Bids which do not comply with these requirements, or which contain or are conditioned upon different terms provided by the Bidder may be rejected. Any Bid which attempts to disclaim liability for the Bidder's negligence or to disclaim liability for damage, which arises from Bidder's acts, to person or property, may be deemed a non-responsive Bid.

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

I.9 BID BOND

Each Bid shall be accompanied by a Bid Bond on Form No. 723 provided by Energy Northwest as a separate attachment in an amount not less than 5% of the Total Bid Price with a corporate surety licensed to do business in the State of Washington or accompanied by a certified or cashier's check payable to the order of Energy Northwest for a sum not less than 5% of the amount of the Total Bid Price, conditioned that the Bidder shall pay Energy Northwest as liquidated damages the amount specified in the bond, unless Bidder enters into a Contract in accordance with their Bid and furnishes the Payment and Performance Bond hereinafter mentioned prior to the start of work from Contract Award.

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

I.10 ADDENDA ACKNOWLEDGMENT

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

I.11 ALTERATION OF BID FORMS

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

I.12 MODIFICATION OF BIDS

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

I.13 WITHDRAWAL OF BID

Bidder may withdraw its Bid at any time prior to the time set for opening of Bids by giving written notice to Energy Northwest at the place designated for receipt of Bids. No Bidder will be permitted to withdraw its Bid after Bid opening unless Energy Northwest fails, for more than 45 days after the time set for the opening of Bids, to either give notice of acceptance of a Bid as provided herein or to reject all Bids. Negligence on the part of the Bidder in preparing its Bid confers no rights for the withdrawal or modification of the Bid after the time and date due of Bid submission.

I.14 ACCEPTANCE OR REJECTION OF BIDS

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

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

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

I.15 CONTRACT AWARD

Award of a Contract, if made, will be for the Scope of Work to the Bidder who is determined to be the responsible, responsive and qualified Bidder with the lowest price, whose Bid will be most advantageous to Energy Northwest, price and any other factors set forth hererin considered. Energy Northwest may reject the Bid of any Bidder who has failed to perform satisfactorily on a previous Contract with Energy Northwest. There is no representation made by Energy Northwest that guarantees usage or a dollar amount.

I.16 PROPRIETARY DATA – PUBLIC RECORDS ACT

Bidders are cautioned that information contained in Bids relating to price and Contract terms and conditions cannot be regarded as proprietary under applicable Washington State Statutes relating to public disclosure. Bidders are further cautioned that other information submitted to Energy Northwest may become a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Disclosure Act.

I.17 REFUSAL TO EXECUTE CONTRACT

Should the successful Bidder fail or refuse to execute a Contract and furnish a Performance and Payment Bond prior to the start of work from Contract Award by Energy Northwest, the Bidder shall be considered to have abandoned the Bid and the check or Bid Bond in the amount of 5% of the Bid delivered with the Bid shall thereupon be due and owing to Energy Northwest as liquidated damages for such failure or refusal, and Energy Northwest may thereupon award the Contract to any other Bidder.

I.18 PERFORMANCE AND PAYMENT BOND

Pursuant to RCW §39.08.30, Contractor shall provide the Performance and Payment Bond on the Form No. 715 provided by Energy Northwest prior to the start of work from the notification of Contract Award. To ensure compliance with the terms of the Contract Documents, the Contractor shall furnish a Performance and Payment Bond in an amount equal to 100% of the amount of the Total Contract Price, excluding Washington State

sales tax. The Performance and Payment Bond shall remain in force until released by Energy Northwest.

I.19 WRITTEN BID PROTEST PROCEDURES

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

B. Form of Protest: In order to be considered, a protest shall be in writing and shall include: (1) the name, street address, telephone, fax number and email address of the aggrieved party and/or their authorized representative; (2) the IFB title and number under which the protest is submitted; (3) the economic interest of the aggrieved party in the Contract to be awarded under the IFB; (4) a detailed description of the specific grounds for the protest and any supporting documents;, (5) the specific ruling or relief requested; and (6) evidence that all persons with a financial interest in the procurement have been given notice of the protest or if such persons are unknown, a written statement to that effect. In the event the protesting party asserts the responsibility of any other Bidder as a ground for protest, it must address in detail the specific responsibility criteria identified in the particular IFB and, absent such specific responsibility criteria, the matters addressed in chapters 39.04 and 39.06 RCW pertaining to Bidder and/or Subcontractor responsibility. The transmittal envelope must clearly identify the IFB number on its face and be labeled as a “Bid Protest.” No protest will be considered by Energy Northwest if all Bids are rejected or if the protest is received after award of the Contract as contemplated by this IFB. The protest shall be provided to Energy Northwest, General Counsel at Kootenai Building, MD 1020, 76 North Power Plant Loop, Richland, Washington 99354; Attention: E. Andrews, SVP/Chief Compliance Officer; 509.377.6020.

C. Timing:

1. Prior to Bid Opening or Due Date: Protests based on the specifications or other terms in the IFB Documents which are apparent on the face of said documents must be received by Energy Northwest no later than 10 calendar days prior to the date established for submittal of Bids. Protests based on other circumstances must be received by Energy Northwest within five calendar days after the protesting Bidder knows or should have known of the facts and circumstances upon which the protest is based. In no event shall a protest be considered if all Bids are rejected or after award of the Contract.

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

the aggrieved party; (2) the IFB number and title under which the protest is submitted; and (3) the intended grounds for the protest.

The complete protest, prepared according to the criteria set forth herein (and consistent with the criteria set forth in subsection I.21.B above), must be received by the Energy Northwest General Counsel within two business days (16 business hours) after the date and time of receipt of the notice of protest.

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

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

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

b. Declare intent to award and wait a minimum of two business days (sixteen business hours as defined above) before entering into a contract. Written notice of intent to execute a contract shall be met by either one of the following methods: (1) public posting by Energy Northwest with a named intent to award indicated on the posted tabulation, made public or accessible to the public by telephone and/or posting on the Energy Northwest internet location designated for Bid results; or (2) an Energy Northwest memorandum request to authorize award to the apparent successful Bidder. The first memorandum request submitted either to the Energy Northwest Executive Board (if applicable) or official or employee with delegated approval authority shall be considered notice of intention to award.

   After Bid opening, only Bidders that submitted a Bid, subcontractors, or others that can show a substantial economic interest in the Bid award and who are aggrieved, are eligible to protest. After Bid opening, protests are limited to issues related to Bid opening, evaluation of the Bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to Bid opening. Such issues that were known or should have reasonably been known must have been protested prior to Bid opening and are no longer eligible as an issue of protest.

   Only protests stipulating an issue of fact concerning the following subjects shall be considered:

   - A matter of bias, discrimination or conflict of interest on the part of the evaluator;

- Errors in computing the score or Bid Price upon which award decisions are based; or

- Non-compliance with procedures described in the solicitation for the opening and award itself.

D. Review by Energy Northwest:

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

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

3. The determination by Energy Northwest shall either:

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

   b. Find only minor technical or harmless errors in Energy Northwest's acquisition process and determine Energy Northwest to be in substantial compliance and therefore reject the protest; or

   c. Find merit in the protest and pursue correction including correcting the errors and reevaluating the Bids, and/or reissuing the solicitation to begin a new process; or

   d. Make other findings and determine other courses of action, as appropriate.

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

F. Appeal: Any appeal must be filed within two business days of the determination being delivered by the Energy Northwest General Counsel to the aggrieved party. An appeal must be in writing and submitted to the Energy Northwest General Counsel. The written statement of appeal must provide a substantial basis for an appeal, based on the information submitted as part of the original protest. New information or basis of protest will not be considered during the appeal process. This shall be the final appeal provided to the protestor. The protest shall be considered by the Energy Northwest General Counsel who shall consider all facts and issues, and shall issue a final decision on behalf of Energy Northwest. If the aggrieved party appeals the decision, then the subsequent determination by the Energy Northwest General Counsel shall be final and conclusive. The notice shall be provided to Energy Northwest General Counsel at Kootenai Building, MD 1020, 76 North Power Plant Loop, Richland, Washington 99354; Attention: E. Andrews, SVP/Chief Compliance Officer; 509.377.6020.

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

SECTION II

- **APPENDIX “A” - STATEMENT OF WORK**
- **APPENDIX “B” - BID FORM**
- **APPENDIX “C” - SPECIAL PROVISIONS**
- **APPENDIX “D” - GENERAL PROVISIONS**
- **EXHIBITS**

APPENDIX "A" - STATEMENT OF WORK

A.1 INTRODUCTION

A. Energy Northwest, a joint operating agency and municipal corporation, operates Columbia a nuclear power generating facility.

B. Energy Northwest's site one and site four, collectively known as the Industrial Development Complex (IDC), are undergoing closure of the IDC landfill as a limited-purpose landfill in accordance with WAC 173-350. In coordination with the Washington Department of Ecology (Ecology) and the Energy Facility Site Evaluation Council (EFSEC), Energy Northwest is executing the approved landfill closure plan.

1. The closure design has been reviewed and approved by both EFSEC and Ecology.

C. Contractor shall provide qualified personnel and supervision to perform the IDC Landfill Cover, as further described in Appendix "A".

A.2 SCOPE OF WORK

A. The scope of work is intended to give an overview of the Work and is not inclusive of all the Work necessary to complete the project.

B. The Work location is 76 North Power Plant Loop, Richland, WA 99354, a nuclear power generating facility. The Work shall be performed outside the Protected Area of Columbia.

Note: Contractor shall use the above address when determining the appropriate tax rate in accordance with Section B.8.

C. Contractor shall provide all labor, equipment, materials, surveying, and resources necessary to perform the IDC landfill closure work in accordance with the final approved closure plan. Work includes, but is not limited to, the following:

1. Subcontract with a professional licensed surveyor to perform all required construction surveying, including layout, grade control, construction control points, and verification of elevations and slopes.

2. Perform a final as-built survey upon completion of construction, including topographic mapping of final grades and horizontal/vertical location of all installed structures and utilities. Provide final as-built drawings to the Technical Representative or designee in AutoCAD and Adobe PDF formats.

3. Grade the landfill to the pre-capping elevations shown in the approved construction drawings and ensure all final slopes meet design requirements, including maximum 3H:1V side slopes and a minimum 2 percent top-deck slope.

4. Coordinate with Technical Representative or designee if existing site conditions differ from design elevations, ensuring proper drainage away from waste disposal areas and maintaining approved slope requirements.

5. Prepare the pre-capping surface by scarifying the existing sand to a depth of 6 inches, moisture-conditioning the scarified material, and re-compacting to a firm, unyielding condition.

6. Excavate and relocate approximately 500 cubic feet of concrete spoils from the Northeast corner of the landfill boundary to the West end, suitable for inclusion under the final cover.

7. Install the final landfill cover system consisting of a 30-mil geomembrane liner overlain with two feet of native sand capable of supporting vegetation, sourced from the Columbia evaporation pond stockpile.

8. Construct a 15-foot-wide gravel access road along the northern edge of the landfill cap limit, extending from the top of slope to the toe.

9. Provide construction staking to identify excavation limits, grades, slopes, and control points necessary for proper installation of landfill cover components.

10. Pothole every 20 feet to locate the existing anchor trench and construct a new anchor trench around the geomembrane perimeter. Install landfill gas collection header pipe in designated trench segments in accordance with design detail 5 on drawing C-5.

11. Construct the anchor trench to the required dimensions: 24 inches deep, 24 inches wide, and located three feet from both the top and toe of slope.

12. Install a landfill gas collection system consisting of perforated 6-inch High-Density Polyethylene (HDPE) header pipe embedded in geotextile-wrapped pea gravel bedding around the landfill perimeter.

13. Install one additional landfill gas vent at the Northwest corner using above-ground, non-perforated 6-inch HDPE pipe configured with a 90-degree elbow (goose-neck) vent.

14. Verify all material quantities, liner square footage, cover soil volumes, and road dimensions as indicated in the Landau design package. Estimated quantities include:

    a. 15-foot-wide gravel access road, approx. 900 linear feet

    b. 10,800 cubic yards of cover soil

    c. 95,000 square feet of 30-mil HDPE liner

15. Remove all contractor-provided materials, debris, and equipment from the site after construction and dispose of all waste at an approved off-site facility.

16. Re-grade borrow areas and all disturbed areas to smooth, even grades that promote proper drainage and restore site conditions.

17. Perform other tasks as directed by the Technical Representative or their designee.

D. Clean-up work area.

E. Provide the Technical Representative or designee with a final report and submittals for review and approval.

F. Weekly or bi-weekly construction progress reports to Technical Representative or designee.

A.3 SCHEDULE OF WORK

The actual dates are subject to change based on the Columbia operational schedules. Technical Representative or designee will coordinate actual start dates with the Contractor.

A.4 DRAWINGS AND/OR PICTURES

A. Electronic drawings will be supplied for the Contractor's use. Contact the Technical Representative or designee for the drawing files.

B. Contractor shall submit any as-builds at the end of the project during closeout to the Technical Representative or designee.

A.5 ENERGY NORTHWEST'S RESPONSIBILITIES

A. Provide the approved package for the IDC Landfill Closure Plan, site coordination and work schedule.

B. Provide technical oversight.

C. Provide sand/cover material.

A.6 CONTRACTOR'S RESPONSIBILITIES

A. Provide all personnel, equipment, materials, and resources necessary to complete the Work in accordance with Contract requirements.

B. Provide a complete construction schedule outlining all major work activities, sequencing, and anticipated durations.

C. Provide a detailed list of all subcontractors performing work, including company names, scopes of work, and points of contact.

D. Provide weekly activity reports summarizing work performed, progress toward schedule milestones, issues encountered, and planned activities for the following week.

E. Provide a complete list of all non-road engines and equipment to be used on site (e.g., compressors, generators).

F. Provide portable restrooms adequate for the number of personnel on site and maintain them in a clean and sanitary condition for the duration of the Work.

G. Provide a break unit and/or office unit, if needed, equipped to support Contractor personnel and project administration activities.

H. Provide a dedicated trash dumpster, if needed, and ensure proper disposal and management of waste generated by Contractor operations in accordance with applicable regulations.

I. Provide properly stocked spill kits for all equipment and ensure they are readily accessible. Contractor shall respond immediately to any spills or leaks involving Contractor owned equipment.

Caution: No chemicals may be brought onsite without prior written approval.

A.7 CONTRACTOR'S PERFORMANCE EXPECTATIONS

A. Daily Meetings (after mobilization to Columbia): Prior to start of work for the day, all Contractor personnel will be expected to attend a morning safety meeting.

B. Provide a single point of contact for the duration of the Work.

C. Perform the Work safely and with no injuries.

D. Perform the Work within budget.

E. Perform the Work with no rework.

F. Cleanup work area daily.

A.8 CONTRACTOR'S DELIVERABLES

A. Perform the Work in accordance with approved procedures, specifications, and drawings.

B. Complete the Work on time and within budget.

C. **Prior to the start of work,** Contractor shall provide the required prevailing wage intent and performance and payment bond to Melinda Soto at mjsoto@energy-northwest.com.

D. **Prior to the final payment** the Contractor shall submit the prevailing wage affidavit to Melinda Soto at mjsoto@energy-northwest.com. This document shall

verify compliance with Washington State labor laws and ensure that all wages paid under the Contract reflect the prevailing wage standards applicable to the scope of work.

E. **Prior to the final payment** the Contractor shall submit the Final Statement and General Release – Exhibit "D" to the Procurement Specialist.

A.9 QUALITY ASSURANCE

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

B. Contractor shall maintain all QA/QC records, including installation details, test results, configuration files, and corrective actions, until the project is complete.

C. No QA records may be destroyed or discarded without allowing Energy Northwest the opportunity to take possession.

D. Energy Northwest reserves the right to perform announced inspections or audits at the Contractor's or subcontractor's facilities.

E. Contractor shall provide schedules, witness points, and access necessary for Technical Representative or designee QA personnel to perform oversight.

F. All activities performed by the Contractor on Energy Northwest property shall be subject to the Quality Assurance requirements of Energy Northwest.

G. Contractor is responsible for all costs associated with delays not specifically allowed in this document and costs to remediate a condition not caused by Energy Northwest.

APPENDIX "B" – BID FORM

Do not modify this Bid Form. Bid Forms that are modified will be deemed non-responsive

NAME OF BIDDER: _____
(Full Legal Company Name)

Required Criteria	YES	NO
Bidder has completed and signed the Bid Form?		
Bidder submitted exceptions to Appendix "D"?		
Bidder has previously negotiated terms with Energy Northwest?		
Responsible Bidder	**Must be filled in**	
Current certificate of registration number as a contractor:		
Washington State Unified Business Identifier (UBI) number:		
	YES	**NO**
Bidder has a Washington State Employment Security Department number?		
Bidder has a Washington Department of Revenue state excise tax registration number?		
Bidder has Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington?		
Bidder has not been disqualified from performing work on any state or federal contract?		
Bidder has completed the required Contractor Training or is exempt?		
Bidder has submitted the completed and signed Exhibit "A" - Certification of Compliance with Wage Payment Statutes?		
Responsive and Qualified Bidder		
Commercial:	**YES**	**NO**
Bidder has thoroughly reviewed the specifications, laws and ordinances governing the Work contemplated?		
Bidder has submitted a W-9?		
Bidder has not had any NRC Violations?		
Technical:	**YES**	**NO**
Bidder has included the equivalent experience?		
Bidder included key personnel?		
Bidder has included OSHA statistic report (Exhibit "B')?		
Bidder has included a level 1 project schedule?		
Bidder has included a schedule of values?		
Bidder has included Exhibit "C" proposed sub-contractors?		
Bidder has included a SSSHP?		
Additional Information	**Declare**	
Number of Addendums received and have been considered in preparing this Bid.		

Description	Firm Fixed Price
Industrial Development Complex Landfill Cover	$ (Price **does not** include sales tax.)

The Price above shall be interpreted as the Contract Price upon Contract Award. Payment shall be made in accordance with the approved billable rates submitted by the Bidder.

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

BIDDER:_____
(Full Legal Company Name)

STREET ADDRESS (must match W-9):_____

CITY, STATE & ZIP CODE:_____

PHONE NO.:_____

EMAIL ADDRESS:_____

Bidder affirms that by signing this Bid Form, Bidder clearly understands the scope of work as described in the IFB No.717932 document and any published addendums. Bidder has the required resources to complete the Work in the designated duration. Bidder affirms that by signing this Bid Form they have the authority as an authorized signer for their company.

BY:_____
(Type or Print Name)

TITLE: _____

SIGNED: _____

DATE: _____

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

APPENDIX "B" – SCHEDULE OF PAYMENTS

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

B.1 PRICING

Bid Form to be inserted after Contract Award notification.

B.2 PREVAILING WAGE REQUIREMENTS

A. Labor provided under any Contract awarded hereunder is subject to Washington State prevailing wage rates. The Bidder awarded this Work must file an intent to pay and affidavit of wages paid as required by RCW §39.12.040 and Washington Administrative Code (WAC) § 296-127-026. Pursuant to Labor and Industries (L&I) Law Booklet, sole proprietors must file the intent and affidavit. There is no exemption from the requirement to file the forms. Prevailing wage rates can be found on the Washington State Department of Labor & Industries (L&I) website at the following address.

https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

B. It shall be the sole legal and contractual obligation of the Contractor to determine the correct labor categories and wage rates for this Work as of the effective date of **September 1, 2026**.

C. Contractor shall pay the hourly minimum rate of wage, not less than the prevailing wage rate, which may be paid to laborers, workers, or mechanics in each trade or occupation required for such public and prevailing wage rate work employed in the performance of the Contract either by Contractor or its Subcontractors. Contractor shall contact the Washington State Department of L&I for any clarification on the selection of applicable prevailing wages and/or categories.

Note: False filings of forms may result in penalties and sanctions under RCW 39.12.050. Failure to pay appropriate wages may result in penalties and sanctions under RCW §39.12.065. Energy Northwest **shall not** be liable for any resulting difference in prevailing wages paid by the Contractor or Subcontractors.

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

B.3 WASHINGTON STATE PREVAILING WAGE REQUIREMENTS

A. Labor provided under this Contract is subject to Washington State prevailing wage requirements. Contractor must file an intent to pay, and an affidavit of wages paid, as required by the Revised Code of Washington (RCW) §39.12.040 and chapter 296-127 of the Washington Administrative Code (WAC). Pursuant to Labor and Industries (L&I) Law Booklet, sole proprietors must file the intent and affidavit. There is no exemption from the requirement to file the forms. Prevailing wage rates can be found on the Washington State Department of L&I website at the following address.

https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/

B. It shall be the sole legal and contractual obligation of the Contractor to determine the correct labor categories and wage rates for this Work. For Washington State prevailing wage rates, Contractor shall use rates effective **September 1, 2026**.

C. Contractor shall pay the hourly minimum rate of wage, not less than the prevailing wage rate, which may be paid to workers, in each trade or occupation required for such public and prevailing wage rate work employed in the performance of the Contract either by Contractor or its subcontractors. Contractor shall contact L&I for any clarification on the selection of applicable prevailing wages and/or categories.

Note: False filings of forms may result in penalties and sanctions under RCW §39.12.050. Failure to pay appropriate wages may result in penalties and sanctions under RCW §39.12.065. Energy Northwest shall not be liable for any resulting difference in prevailing wages paid by the Contractor or Subcontractors.

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

B.4 CERTIFIED PAYROLL

Contractor shall submit certified payroll reports to L&I using the L&I online system.

B.5 RETAINAGE

A. Pursuant to RCW chapter §60.28, all payments made under this Contract shall have a sum retained equal to 5% of the approved invoiced amount. The retained amount will be paid to Contractor in accordance with the terms concerning final payment.

B. With the consent of Energy Northwest, the Contractor may submit a bond in lieu of retainage for all or any portion of the amount of funds retained. The retainage bond is at the Contractor's expense.

C. The retainage or bond in lieu of retainage shall remain in force until the three Washington State agencies (Department of Revenue, Employment Security Department, and L&I) approve the release of the retainage or bond in lieu of retainage.

1. The release of retainage or bond in lieu of retainage is initiated once the Work is completed. Energy Northwest submits the Final Statement and General Release form, Exhibit "D", to the Contractor for completion and signature. Contractor must submit the completed form to the Procurement Specialist via email.

2. Contractor and Subcontractor(s) must file the prevailing wage affidavit.

3. Once the affidavit(s) is/are approved by L&I, Energy Northwest will submit the Notice of Completion form to the three Washington State agencies for the approval to release retainage or bond in lieu of retainage.

4. Energy Northwest must receive approval from the three Washington State agencies prior to releasing retainage or bond in lieu of retainage. When

Energy Northwest receives the approvals, the retainage or bond in lieu of retainage will be sent to the Contractor.

B.6 BOND IN LIEU OF RETAINAGE

Pursuant to RCW Chapter 60.28, the Contractor may submit a bond in lieu of the retainage that Energy Northwest would otherwise keep under the terms of this Contract and pursuant to applicable law. Any such bond submitted in lieu of retainage must be on the form provided by Energy Northwest, as requested by the Contractor. In the event the Contractor fails at any time to pay persons protected under RCW Chapter 60.28 or Energy Northwest has reason to believe that Energy Northwest or other oblige under the bond has a claim against the retainage or for other good cause, Energy Northwest may, at its option, resume retaining from monies earned by the Contractor in such amount as it would otherwise be entitled to retain had the bond not been accepted. Notwithstanding Energy Northwest's resuming such retainage, said bond shall remain in full force and effect to the extent of its penal sum, limited to the amount of retainage released to the Contractor. After the Contractor has paid protected persons or otherwise cured any default, Energy Northwest may, at its option, again release retainage pursuant to the terms of the bond. **Any costs associated with the Bond in Lieu of Retainage shall be at the expense of the Contractor.**

B.7 PERFORMANCE AND PAYMENT BOND

A. Pursuant to RCW §39.08.30, Contractor shall provide the Performance and Payment Bond on Form No. 715 (attached separately) provided by Energy Northwest prior to start of Contract Award. To ensure compliance with the terms of the Contract Documents, the Contractor shall furnish a Performance and Payment Bond in an amount equal to 100% of the amount of the Total Contract Price, excluding Washington State sales tax. The Performance and Payment Bond shall remain in force until released by Energy Northwest.

B. The release of the bond is initiated once the Work is completed. Energy Northwest submits the Final Statement and General Release form to the Contractor for completion and signature. Contractor shall submit the completed Final Statement and General Release form to the Contracts Lead via email and file the prevailing wage affidavit. Subcontractors performing Work on the project must also file the affidavit. Once the affidavit(s) is/are approved by L&I, Energy Northwest will submit the Notice of Completion form to the following Washington State agencies (DOR, ESD, and L&I) for the approval to release retainage. Energy Northwest must receive approval from the Washington State agencies prior to releasing retainage or the bond. When Energy Northwest receives the approvals, the retainage and the bond will be released.

B.8 SALES TAX

A. Washington State sales tax **shall be** applied to all invoices.

B. Contractor shall verify proper tax rates via the Department of Revenue utilizing the link below.

webgis.dor.wa.gov/taxratelookup/SalesTax.aspx

B.9 COMPENSATION AND PAYMENT

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

B. Invoices, with the Contract number included, must be submitted electronically to both:
accountspayable@energy-northwest.com and sjackson@energy-northwest.com

C. Incomplete or improper invoices may be returned to the Contractor for corrections.

APPENDIX "C" - SPECIAL PROVISIONS

C.1 COMMENCING WORK

A. Timely performance and completion of the Work is essential to Energy Northwest. Contractor shall commence Work after the following:

1. Delivery of a fully executed Contract, signed by authorized representatives of both Parties, to Procurement Specialist.

2. Provide required insurance certificate naming Energy Northwest as additionally insured with an attached endorsement to Procurement Specialist.

3. Submission and approval of the prevailing wage intent form Melinda Soto at mjsoto@energy-northwest.com, demonstrating full compliance with all applicable prevailing wage statutes and regulations.

4. Submission of performance and payment bonds, in the amounts and on the terms specified in this Contract, duly executed and delivered to Melinda Soto at mjsoto@energy-northwest.com.

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

C.2 ENERGY NORTHWEST'S HOURS OF OPERATION

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

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

C.3 CONTRACTOR PERSONNEL AND SITE ACCESS

A. Designated Work is located **outside** the Protected Area. Contractor personnel will not be required to obtain a badge for access to the designated work area.

B. Energy Northwest has the sole discretion and authority to approve and disapprove all Contractor personnel required to perform the Work. Energy Northwest retains authority to waive any training, qualification and/or experience requirement. Technical Representative or designee may direct Contractor to remove, and Contractor shall remove, any Contractor personnel that have been previously approved. The termination of Contractor personnel shall be at the sole discretion of Energy Northwest.

C. In the case personnel supplied by the Contractor fails to complete the employee pre-screening process to determine employee fitness for duty, or in any manner fail the pre-access screening program, Contractor is obligated to replace such

personnel at their own cost. In addition, any personnel supplied by the Contractor that have their access authorization terminated for cause, the return travel expenses for the denied person is also at the Contractor's expense.

D. Notwithstanding any other provision of the Contract, personnel furnished by the Contractor shall remain and perform as employees of the Contractor and shall in no sense be considered employees of Energy Northwest. All documentation and communication pertaining to the Contractor employee shall have the designation "Contractor Employee".

C.4 CONTRACTOR WORK PRACTICES

A. Contractor's work practices shall meet the standards described in this Contract. Energy Northwest is committed to the following goals for safe, event free operations and the expectation is the same from Contractors working at any Energy Northwest locations:

- Zero incidences of an industrial accident (Accident Free)
- Zero contamination events (Control Dose)
- Zero incidences of other operational events (Event Free)
- Meet all commitments to quality and schedule (Meet Commitments)
- Attend and successfully complete all required training (Attend Training)
- Complete all assignments with no deficiencies (No Rework)

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

C.5 REPORT FOR WORK/WORK LOCATION

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

When accessing Columbia, in accordance with Benton County Code, Chapter 13.01, Contractor vehicles are subject to search for prohibited items. **Prohibited items include:**

- Firearms and ammunition
- Explosives
- Incendiary devices
- Chemical agents and self-defense sprays (mace, pepper spray, etc.)
- Tasers or other like self-defense items
- Alcoholic beverages
- Kombucha and other 'no-alcohol' beverages
- Marijuana/Cannabis

- Illegal drugs and controlled substances without prescription
- Prescription medications not in the original container and belonging to a member of the Contractor's crew.
- Contraband defined as "goods having been imported or exported illegally"

Any of the above found in a vehicle or on a person will be denied Site access and subject to possible legal action.

C.6 EQUIPMENT APPROVAL

Major equipment (i.e. lifting devices, transporting equipment), tools and materials utilized by Contractor or any of its Subcontractors in the Work shall be approved in advance of such use by Energy Northwest. Equipment certification, where required, shall have been reviewed and approved by Energy Northwest in writing prior to the start of Work. No substitutions shall be made without the written approval of Energy Northwest.

C.7 UNFAVORABLE CONDITIONS

A. Energy Northwest recognizes that weather conditions may cause a delay in Work. Prolonged winds of 30 MPH or greater may give cause to the Technical Representative or designee to issue a stop Work notice. Once winds reach a speed of less than 30 MPH, Work may proceed.

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

C. Energy Northwest will attempt to give at least twelve hours advance notification of impending weather that will not allow Work to continue.

C.8 CLEANUP

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

C.9 PROJECT MONITORING

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

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

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

EXHIBIT "A"
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

_____(Bidder), hereby certifies that, within the three year period immediately preceding the IFB due date, 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 declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Printed Name of Authorized Official

_____
Signature of Authorized Official

_____
Title of Authorized Official

_____ _____ _____
Date City State or Country

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:

_____

EXHIBIT "B" – OSHA STATISTICAL REPORT

Year	EMR	Recordable	Lost Time	Rest, Duty	Fatalities	Total Hours
2025						
2024						
2023						
2022						
2021						

EXHIBIT “C” - PROPOSED SUBCONTRACTORS

The following Subcontractors are proposed to be employed during the performance of the Work.

Name	City and State	Phone

EXHIBIT "D" – FINAL STATEMENT AND GENERAL RELEASE FORM

ENERGY NORTHWEST
FINAL STATEMENT AND GENERAL RELEASE

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

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

_____

(Contractor)

STATE OF _____ By: _____

COUNTY OF _____ Title: _____

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

_____

(Affiant)

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

_____

NOTARY PUBLIC in and for the State of

Residing at: _____