

REQUEST FOR PROPOSAL (RFP)

FOR

**FTTU PASSIVE OPTICAL NETWORK (PON) ELECTRONIC EQUIPMENT AND
AGGREGATION EQUIPMENT**

FOR

**Hardware, Software, Spares, Training, Warranty, Maintenance, Technical Support,
Rights To Use, Engineering, Installation, Installation material, Transport, Delivery,
Test, Turn-up and Commissioning of FTTU system and other equipment and services
as described in this RFP.**

RFP Number 2021-006

**Jefferson County PUD (JPUD)
(Jefferson County, WA)**

RFP No.: 2021-006

Closing Date: November 17, 2021 Time: 3:00 PM PT

**Description: PASSIVE OPTICAL NETWORK (PON) ELECTRONIC EQUIPMENT
AND AGGREGATION EQUIPMENT**

**Hardware, Software, Spares, Training, Warranty, Maintenance, Technical Support
Rights To Use, Engineering, Installation, Installation material, Transport, Delivery,
Test, Turn-up and Commissioning of FTTU system and other equipment and services
as described in this RFP.**

Contact Information: RFP Agents:

Derrel Duplechin

Email: dduplechin@ccgcomm.com

Phone: 337-654-7490

Lori Rae

Email: lrae@jeffpud.org

Phone: 360-385-8358

**SEALED OR EMAILED PROPOSALS will be received until the closing date and
time noted above by the PUD's FRONT OFFICE at or via email to Alyson Dean
(adean@jeffpud.org):**

**310 Four Corners Road
Port Townsend, WA 98368
Re: RFP Proposal FTTU ELECTRONICS
Attn: Alyson Dean**

**SINGLE POINT OF CONTACT: There will be only one point
of contact for the entire Request for Proposal process. The
contact point is Lori Rae, lrae@jeffpud.org (360-385-8358).
Any questions or issues that may arise regarding the
specifications, the bidding process, and/or the award process
shall be directed to the RFP Agent listed above. Attempts to
question other employees regarding this RFP may result in the
Proposer's Disqualification. Jefferson County PUD's official
response to any questions or requests will be in writing through
direct letters/emails or the Addendum process and available to all
Proposers.**

Pre-proposal Conference Call

One (1) pre-proposal phone conference is scheduled for the proposers' convenience to answer questions about this RFP.

The pre-proposal conference will be held at the following date and time via Zoom:

November 5, 2021 at 9:00 AM Pacific Time

Following the pre-proposal conference, written responses to all inquiries will be prepared as an addendum and posted to Jefferson County PUD's website at <https://www.jeffpud.org/projects-studies> no later than date and time, and consistent with all other addenda as provided in this RFP.

SCHEDULE OF EVENTS (RFP)

The schedule of events set out herein represent Jefferson County PUD's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

Request for Proposal Released	October 27, 2021
Pre-Proposal Conference call	November 5, 2021
RFP Closing Date (last day to submit proposals to JPUD)	November 17, 2021
Responses Evaluated	November 23, 2021
Interviews / Presentations (if held)	TBD
Intent to Award Announcement	December 28, 2021
Contract Award	January 4, 2022

Award Consideration

Jefferson County PUD (JPUD), if it awards a Contract, shall award a Contract to the highest-ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 5. While this RFP is modest in its volume of equipment being considered, JPUD's goal is to serve the entire county with FTTU. Jefferson County currently has approximately 20,700 residential and business locations within the county. If agreement with that Proposer is not reached, JPUD may offer award to the next ranked Proposer and so-on until agreement is reached or until JPUD terminates the process. JPUD may require reconfirmation of the qualifications and staffing of any Proposer.

Intent to Award Notice

JPUD will notify all Proposers in Writing that JPUD intends to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

INSTRUCTIONS TO PROPOSERS

Jefferson County PUD is a community-owned electric and water utility for the county and all proposals and contracts to purchase goods and services are subject to the provisions and requirements of the RCW 39.04.270 (Revised Code of Washington).

PROPOSAL PREPARATION

PROPOSAL FORMAT

Proposals shall be typewritten or prepared in ink. No oral, telegraphic, telephone or facsimile proposals shall be accepted. Emailed versions of the proposal shall be accepted by the closing date, but the entire RFP response must be in PDF format.

OPTIONS FOR PROPOSALS

This RFP and its evaluation criteria are designed to allow a single proposer to respond to one of three options. A proposer is not limited to a single proposal. For example, a single proposer may submit a proposal for Option 1 and a separate proposal for Option 2, or a separate proposal for Option 3, or any combination thereof. But each separate proposal must be clearly labeled and numbered, and each must comply with the requirements of the RFP.

The bidding options are described as follows:

Option 1 - Proposer may submit proposal for all equipment described in this RFP (Central Office Equipment and CPE equipment), and all responders must label this clearly as Option 1, or

Option 2 - Proposer may submit proposal for only the CPE equipment, and all responders must label this clearly as Option 2.

Option 3- Proposer may submit proposal for only Central Office Equipment and all responders must label this clearly as Option 3.

CONFORMANCE TO SOLICITATION REQUIREMENTS

Proposals shall conform to the requirements of this RFP. Failure to comply with all requirements may result in rejection of a proposal.

SIGNATURE ON PROPOSAL

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any other person, firm or corporation making a separate proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all RFP requirements, terms and conditions. No consideration will be given to any claim alleging that a proposer didn't fully comprehend all requirements of the RFP.

RFP MODIFICATION OR CANCELLATION

PUD may modify or cancel the RFP, waive any informalities, or reject in whole or in any part any bids or proposals, without liability incurred by PUD, at any time after issuing this RFP, if PUD believes it is in PUD's interest to do so.

PROPOSAL SUBMISSION

(A) PROPOSAL SUBMISSION

If RFP is submitted via SEALED proposals, it shall contain **one (1) signed original and three (3) signed** copies of the proposal (including any addenda which require signature) and must be received and date and time-stamped by PUD's Purchasing Agent prior to RFP closing. NOTE: Proposer must also provide pdf electronic versions with the submittal of Sealed proposals. No sealed proposal received after the RFP Closing Date and Time shall be considered. To ensure that your proposal is timely received within our mailing system, your proposal should be labeled with the following information:

Jefferson County PUD
RFP Number 2021-006
Re: RFP Proposal FTU Electronics
Attn: Purchasing Agent: Alyson Dean

If RFP is submitted via emailed PDF document, it shall contain a signed and scanned signature page with proposal number referenced and received by the RFP Closing Date and Time. The email must reference the RFP number in the email subject and be emailed to:

Purchasing Agent: Alyson Dean (adean@jeffpud.org)

Jefferson County PUD is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by this RFP.

CONFIRMATION OF RECEIPT BY JEFFERSON COUNTY PUD OF PROPOSER'S ELECTRONIC SUBMITTALS ARE THE RESPONSIBILITY OF THE RESPONDENT.

(B) REQUIRED PAGES & CONTENT OF PROPOSAL

Proposer MUST complete, sign, and/or return the following information with each RFP response:

- **SECTION 7 - Proposal Form**
- **DETAILED AND SPECIFIC (Point-by-Point) RESPONSES TO EACH SECTION 2,3 AND 4 OF THIS RFP**
- **A clear description of whether proposal is for Option 1, Option 2, or Option 3.**
- **CONTRACTUAL ACCEPTANCE:** Statement that proposer will accept ALL terms and conditions contained in this RFP including the draft contract terms, or if proposer is not willing to accept all terms and conditions contained in this RFP, Proposers must include in their proposals any objection or proposed modification to the RFP requirements or contract provisions.
- **TERMINATION FOR DEFAULT:** Proposers shall include a cover letter and state whether they have or have not had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address, and phone number. PUD will evaluate the facts

and may, in its sole discretion, reject the proposal because of a proposer's past performance.

ADDENDA

VERBAL communication from Jefferson County PUD cannot and shall not amend, revise or change any RFP requirement. All changes to RFP requirements will be made in the form of written Addenda. Proposer is responsible for ensuring that all addenda have been received and are acknowledged in their RFP Response. All Addenda will be posted on the Jefferson County PUD website, and **Addenda can be obtained electronically via email to dduplechin@ccgcomm.com**

PROPOSAL MODIFICATION

Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification to a submitted proposal before the RFP closing date and time shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Any modified proposal shall clearly show where the proposal has been modified. Proposal modifications shall be submitted via emailed PDF or in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number at the closing date and time. Failure to clearly show modifications may result in the disqualification of the entire proposal. Proposers may not modify proposals after RFP closing date and time under any circumstances.

PROPOSAL WITHDRAWALS

Proposals may be withdrawn before the RFP Closing Date and Time. A request to withdraw a proposal must be made in writing on company letterhead of Proposer signed by an authorized representative and received by the Jefferson County PUD's Purchasing Agent prior to RFP Closing Date and Time. Proposals may also be withdrawn in person before RFP Closing Date and Time upon presentation of appropriate identification.

PROPOSAL OPENING

No public opening will be held for opening proposals.

PROPRIETARY DATA/PUBLIC RECORD

Under Washington State Law (reference RCW 42.56 – the Public Records Act) all materials received or created by the PUD are considered public records. These records include but are not limited to qualification submittals, agreement documents, contract work product, or other information submitted by a vendor to the PUD.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the PUD upon request unless the RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (RCW 42.56 and RCW 19.108).

Respondents must familiarize themselves with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://apps.leg.wa.gov/RCW/default.aspx?cite=42.56>. If the bidder believes that any of the records it submits to the PUD as part of your informational material are exempt from disclosure, you can request that they not be released. To do so, you must notify the PUD in writing. You should clearly and specifically identify each record and the exemption(s) that may apply.

The PUD will not withhold materials from disclosure because they have been marked with a document header or footer, page stamp, or a generic statement that a document is subject to non-disclosure, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope. Identify paragraphs or sentences that meet the specific exemption criteria you cite. Only the specific records or portions of records properly identified will be reviewed for potential non-disclosure. All other records will be considered subject to full disclosure upon request.

If the PUD receives a public disclosure request for any records you have properly and specifically listed for nondisclosure, the PUD will notify you in writing of the request and will postpone disclosure, so long as consistent with the applicable laws. While it is not a legal obligation, the PUD, as a courtesy, will allow you up to ten (10) business days to file a court injunction to prevent the PUD from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order with the ten (10) business days, the PUD may release the documents.

The PUD will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on and submit it with your solicitation. Should a public record request be submitted to the PUD for that (those) record(s), you can then seek an injunction under RCW 42.56 to prevent a records release. By submitting a response to this Request for Qualifications, respondent acknowledges this obligation; and also acknowledges that the PUD will have no obligation or liability to the consultant if the records are disclosed.

SECTION 1

1 DESCRIPTION OF JPUD'S EXISTING SYSTEM AND EQUIPMENT AND PURPOSE OF RFP

This RFP allows a single proposer to respond to one of three options, or any combination of the three options. The bidding options are described as follows: **Option 1** – Proposer may bid all equipment described in this RFP (Central Office Equipment and CPE equipment); **Option 2** – Proposer may bid only the CPE equipment; and **Option 3** – Proposer may bid on only Central Office Equipment.

- 1.01** This RFP is for the purchase (including Hardware, Software, Spares, Training, Warranty, Maintenance, Technical Support, Rights to Use, Engineering, Installation, Installation material, Transport, Delivery, Test, Turn-up and Commissioning) of fiber optic Passive Optical Network (PON) and associated electronic equipment required to meet the specifications as established in this RFP.
- 1.02** JPUD currently owns and operates the electrical power distribution system in the areas where FTTU is being deployed under this RFP.
- 1.03** This RFP covers equipment and services associated with JPUD's FTTU deployment in the following areas:
- | | |
|------------------------------|---------------------|
| 1.03.1 Quilcene: | 1,171 passings |
| 1.03.2 <u>Discovery Bay:</u> | <u>509 passings</u> |
| TOTAL: | 1,680 passings |
- 1.04** JPUD currently offers fiber-based Ethernet service to select businesses in this area and other parts for the county. The Current fiber-based Ethernet service system is an active optical system that is currently deployed using Cisco and other Ethernet switches located in various locations within the county including telecom huts located at JPUD electrical substations.
- 1.05** The Central Office Equipment requested under this RFP will be placed in existing buildings co-located at the JPUD electrical substations serving the areas where FTTU is being deployed under this RFP. These huts are currently connected to the JPUD fiber backbone.
- 1.06** JPUD utilizes NISC as their Operational Support System / Billing Support System (OSS/BSS) and plans on integrating any and all FTTU equipment purchased under this RFP into NISC to the degree possible.

- 1.07** JPUD is currently an Internet Service Provider (ISP) that offers wholesale ISP services to wholesale customers. As such, it operates a fiber core network connecting JPUD substations as well as a BGP router and redundant connections to Internet Backbone Providers.
- 1.08** JPUD desires to solicit proposals and information for PON electronic equipment and supporting hardware/software that will serve the JPUD in its endeavor deploy FTTU within the areas specified in this RFP. It is expected that all outside plant fiber optic cable and equipment (splitters, cabinets, etc.) will be provided by JPUD. Any rack space and power required shall also be provided by JPUD.
- 1.09** JPUD is constructing these initial two areas using FTTU in order to bring broadband service to un-served and under-served communities within their electrical service territory. JPUD expects to offer the following services over the FTTU system being proposed:
- 1.09.1 Internet connectivity as a retail ISP
 - 1.09.2 Internet connectivity as Wholesale ISP
 - 1.09.3 Telephone service via VoIP
 - 1.09.4 Ethernet Transport Services as a retail service
 - 1.09.5 Ethernet Transport Services as a Wholesale service.
- 1.10** The areas that are going to be served with the equipment proposed through this RFP consist of 1,680 passings.
- 1.11** The FTTU PON system will employ a 32-To-1 (32:1) split ration using JPUD-supplied splitters located in the field as well as co-located with the proposed OLTs.
- 1.12** JPUD desires a single FTTU chassis solution at the substation hut.
- 1.13** JPUD expects the proposed PON system to support GPON and XGS-PON initially, as well as support a point-to-point Active Optical Network (AON) capability out of the same chassis.
- 1.14** All potential subscribers expected to be served via the proposed Central Office Electronics (OLT) are less than 12 fiber route-miles from the OLT site.
- 1.15** This RFP incorporates 3 options for response that are described as follows:

- 1.15.1 Option 1 – Proposer may submit proposal for all equipment described in this RFP (Central Office Equipment and CPE equipment), or
- 1.15.2 Option 2 – Proposer may submit proposal for only the CPE equipment.
- 1.15.3 Option 3- Proposer may submit proposal for only Central Office Equipment.

SECTION 2

2 RFP SPECIFICATIONS AND REQUIRED INFORMATION

JPUD requires that the Proposer provide a detailed and specific (Point-by-Point) response to each of the following sections 2, 3 and 4 to be responsive to this RFP.

As described above, the RFP specifications and required information are presented to clearly delineate the three (3) options for proposals as described **Proposal Preparation** and section 1.15 above.

CENTRAL OFFICE EQUIPMENT SPECIFICATIONS

Written responses to the specifications on the Central Office Equipment (Section 2.01-2.48) are only required for proposals responding to Option 1 or Option 3. Central Office Equipment includes any OLT equipment proposed, the 10 Gig aggregation switch and any ancillary equipment requirements placed at the Central office required to meet the specifications herein. **PROPOSERS MUST PROVIDE A DETAILED AND SPECIFIC (Point-by-Point) RESPONSE TO EACH POINT BELOW AND CONFIRM WHETHER EQUIPMENT MEETS THE REQUIRED MINIMUM STANDARDS AND/OR PROVIDE NARRATIVE RESPONSE WHERE APPROPRIATE.**

- 2.01** Proposer shall provide Hardware, Software as well as ongoing hardware and software support and maintenance services to JPUD required for JPUD deploy and maintain the described FTTH system.
- 2.02** Proposer shall provide Installation, Installation material, transport, Delivery, Test, Turn-up, Commissioning and Integration of all proposed Central Office hardware and software required to meet the requirements as laid out in this RFP.
- 2.03** JPUD currently has environmentally-controlled Telecommunications Huts where the OLT(s) shall be installed. Proposer shall detail the proposed equipment expected to reside at these sites, in order to make the Proposer's solution work.
 - 2.03.1 A detailed drawing shall be provided by the Proposer to support implementation detail.

- 2.03.2 Proposer shall assume that at least a single full 6-foot telecom rack shall be dedicated to proposer-supplied COE equipment.
- 2.03.3 Proposer shall assume that a JPUD-supplied fuse panel shall be provided at the top of the dedicated rack at each location.
- 2.03.4 All connections to the proposed equipment shall be assumed to be 50 feet or less.

- 2.04** Proposer shall propose one (1) OLT chassis at each of the following locations:
 - 2.04.1 Quilcene electrical substation telecom hut
 - 2.04.1.1 323 East Quilcene Rd, Quilcene, WA 98376
 - 2.04.2 Discovery bay electrical substation telecom hut
 - 2.04.2.1 51 Maynard Rd, Port Townsend, WA 98368

- 2.05** All PON equipment proposed shall immediately adhere to GPON standards operating at 2.4 Gbps Downstream and 1.2 Gbps upstream as well as XGS-PON operating at 10 Gbps symmetrical.

- 2.06** Any OLT chassis proposed shall adhere to the following specifications and information:
 - 2.06.1 The OLT Chassis proposed shall be installed and configured to be fed on the network side by a minimum of two (2) 10-Gig optical interfaces in a LAG group. The LAG group will transport subscriber service data from the OLT to the core routers supplied by JPUD. The network side Optical Interfaces will be Single Mode interfaces operating in the 1310 nm range.
 - 2.06.2 The OLT network-side interfaces shall be capable of maintaining the data connections at a minimum distance of 23 Miles.
 - 2.06.3 The two (2) lit network-side interfaces shall be set up in a redundant manner and will be fed on diverse fibers or fiber sets.
 - 2.06.4 Any proposed OLT Chassis, switch modules and control module cards shall be capable of supporting a minimum of both GPON and XGS PON on the OLT chassis as configured.
 - 2.06.5 Any Proposed OLT Common equipment furnished by the Proposer shall comply with ITU-T G.984.x Gigabit-capable Passive Optical Networks (GPON) specifications and ITU G.9807.X XGS PON specifications. This same equipment shall also be seamlessly upgradable to and compatible with NG-PON2 capabilities.

- 2.06.6 Any proposed OLT shall support subscriber-side optical interface cards with Active Optical Network (AON) service capable of supporting 1 to 10 Gbps. Proposer to describe how this would be implemented on the proposed OLT.
- 2.06.7 Any Proposed OLT equipment shall include EMS system hardware as well as software for 1 year. Proposer shall include Element Management Systems (EMS) software as part of the proposal. EMS software to provision, operate and maintain the PON equipment shall be “user friendly”.
- 2.06.8 OLTs and EMS proposed shall be interoperable with 3rd party ONTs. Proposer shall describe this interoperability in detail.
- 2.06.9 Proposer shall list all 3rd party ONTs with which the proposed OLT and EMS are interoperable.
- 2.07** All PON optics proposed shall be 20km optics or greater. Proposer shall provide a description of the PON Optics being proposed.
- 2.08** Proposer shall provide a detailed description of 3rd party PON Optics compatible with the proposed Central Office equipment.
- 2.08.1 GPON Optics
2.08.2 XGS PON Optics
- 2.09** Proposer shall describe its EMS and Maintenance programs in support of all equipment proposed.
- 2.10** The proposed EMS shall operate on industry-standard hardware and operating system, and shall include a graphical user interface (GUI).
- 2.11** The EMS shall also be capable of interfacing with higher-level Operations Support Systems (OSS). Proposer shall include, in the Proposal, hardware specifications for the EMS (as well as any supporting equipment/software required to be furnished by the JPUD).
- 2.12** Proposer shall describe the proposed EMS’s interoperability with the NISC OSS/BSS.
- 2.13** Proposer shall furnish PON equipment based on the following general specifications:

- 2.13.1 The PON equipment furnished shall utilize a 1:32 way fiber optic split ratio.
 - 2.13.2 All PON optics will be 20km optics or greater.
 - 2.13.3 The PON equipment shall deliver services to subscribers by utilizing bi-directional transmission using wave division multiplexing (WDM) over a single fiber. The wavelengths utilized for upstream and downstream transmission shall comply with ITU-T GPON specifications.
 - 2.13.4 The proposed system shall support VoIP voice from the proposed ONTs. Proposer shall detail and describe all VoIP protocols (SIP, MGCP, H.248) that are supported between the ONT and the OLT or Soft-switch.
- 2.14** In accordance with ITU-T GPON and XGS PON specifications, the maximum logical reach of the PON shall be 60 km, and the physical reach shall be 20 km. The maximum differential fiber distance shall be 20 km. Proposer shall include in the Proposal specifications relative to logical and physical reach, and for differential fiber distance. These calculations shall be based upon a GPON with 1:32 optical splits. Proposer shall make specific guarantees to PON distances /loss budget and quality voice, and data transmission according to the given criteria above.
- 2.15** Proposer shall propose a 10-Gig aggregation switches that will create a network between the OLTs and the Core Router. The aggregation switches will be installed at each OLT location and at the Core Switch location. These aggregation switches will aggregate the multiple 10-Gig LAG members from the OLTs prior to them interfacing the Core switch and will have the following functionality and interfaces:
- 2.15.1 The aggregation switches shall support VLAN Q-in-Q, Link aggregation, VLAN Tagging, VLAN prioritization and shall adhere to MEF standards.
 - 2.15.2 The aggregation switches shall be configured to support a minimum of two 10-Gig links in a LAG group interfacing each proposed OLT.
 - 2.15.2.1 The interfaces between the aggregation switches shall operate at 100 Gbps and shall operate at a distance of 22 miles.

- 2.15.2.2 Optics facing the OLTs shall be 1310 nm nm optics operating at 10 Gbps over single fiber.
- 2.15.2.3 Optics facing the Core Router shall be 1310 nm optics operating at 10 Gbps over single fiber.
- 2.15.3 The aggregation switch interfacing the core router shall be configured with four (4) 10-Gbps LAG interfaces.
- 2.15.4 The aggregation switch proposed will be configured with redundancy across 10 Gbps switch interfaces and interface cards.
- 2.15.5 The aggregation switch proposed shall be fully redundant with dual power supplies and operating/switching system modules. In order to achieve this redundancy, 2 aggregation switch chassis may be proposed.
- 2.16** Proposer shall furnish, deliver, and install the proposed Central Office equipment at the telecom huts located at the JPUD's Quilcene and Discovery Bay electrical substation. Proposer shall identify all equipment manufactured by the Proposer and all 3rd Party equipment.
- 2.17** All equipment to be located at the Central Office shall be powered with -48 VDC. JPUD shall provide the -48 VDC power system and backup power system at the Central Office and OLT sites.
- 2.18** JPUD will furnish a single-mode fiber optic cable facility within the deployment area, including optical splitters and Fiber Distribution, for the FTTU system and or the aggregation switches.
- 2.19** Proposer shall furnish and deliver all equipment included in the Proposal and shall install all equipment proposed.
- 2.20** Proposer shall detail all proposed equipment's space, power load, heat dissipation and other environmental specifications.
- 2.21** Proposer shall explain if Customer self-provisioning (for internet access service) is available through the vendor's EMS system. If it is, the proposer shall describe and price out this functionality as an option.
- 2.22** Proposer shall include critical spares for all electronic equipment in his Proposal. Spares shall be detailed as separate line items in the pricing list.

- 2.23** Proposer's proposal shall include all maintenance, warranty, upgrade and Right To Use (RTU) annual fees associated with all proposed equipment. This will be shown for the initial purchase as well as subsequent years after purchase.
- 2.24** Proposer shall include basic maintenance and provisioning training on all gear in his Proposal. Proposer shall also include in the Proposal optional training courses and associated costs. Training costs will be quoted as a separate line item.
- 2.25** Proposer shall include in his Proposal one (1) complete set of system documentation for each type of equipment furnished.
- 2.26** Proposer shall include all delivery costs in the Proposal.
- 2.27** Proposer shall insure all equipment supplied by the Proposer until installation is completed and the equipment has been accepted in writing by JPUD.
- 2.28** Proposer shall explain the redundant critical circuitry and process included in all proposed equipment.
- 2.29** OLTs and EMS/provisioning systems proposed shall be interoperable with 3rd party ONTs.
- 2.30** Proposer shall list all 3rd party ONTs with which the proposed OLT equipment and EMS are interoperable.
- 2.31** Proposer shall furnish in his Proposal a list of -48 VDC power requirements (amps), heat dissipation values, rack space requirements, and other environmental requirements for all Proposer-furnished equipment. Proposer shall also include in his Proposal details of -48 VDC fuse requirements for all equipment furnished/installed by the Proposer.
- 2.32** Proposer shall, upon request from JPUD, conduct an on-site proposal presentation of the solution as proposed in a response to this document.
- 2.33** As part of installation, test and turn-up, Proposer shall test all Proposer-furnished equipment for proper operation and proper function of features.

Proposer shall recommend test procedures to be followed, and shall include a description of the test procedures in his Proposal. Proposer shall conduct tests with (at a minimum) each type of ONT furnished by the Proposer and purchased by JPUD to ensure proper end-to-end operation of the system with all ONTs.

- 2.34** All equipment furnished by the Proposer shall contain the most recent software version available.
- 2.35** The Proposal will include a “service/maintenance warranty” that will keep all equipment up to date with the most recent software and patches.
- 2.36** All equipment furnished by the Proposer shall contain a minimum warranty period of one (1) year on hardware and software. If the manufacturer’s standard warranty period is longer than one (1) year, then the standard warranty period for the equipment shall apply to this project. During the warranty period, any defective parts shall be repaired or replaced by the Proposer or manufacturer at no cost to JPUD. Proposer shall include in his Proposal warranty information on all equipment furnished by the Proposer.
- 2.37** Proposer shall include in his Proposal details relative to delivery and support for all proposed equipment, including guaranteed response times and support availability.
- 2.38** Proposer shall include in his Proposal a description, including costs, of all optional maintenance agreements available to JPUD from the Proposer. Any costs associated with maintenance agreements required by the Proposer shall be included and itemized in the Proposal amount.
- 2.39** Proposer shall include and detail in the Proposal all software right-to-use fees, if any, required for the system or elements proposed.
- 2.40** Proposer shall furnish JPUD with network timing requirements for all equipment proposed, including type of system timing required and interconnection requirements to the Building Integrated Timing Supply (BITS). If interconnection to a BITS is required, the JPUD will furnish the BITS equipment, and the Proposer shall furnish and install all wiring required for interconnection of the Proposer’s equipment to the BITS. For purposes of this Proposal, the distance to the BITS shall not exceed fifty (50) feet. Bidder will specify if a timing interface is required by the OLT and other equipment being proposed.

- 2.41** JPUD shall furnish fiber network connectivity from the OLT site to the Core switch for interconnection of the Proposer's equipment to the existing Data Network. Proposer shall describe any jumpers required to connect the proposed equipment to the existing JPUD-provided fiber patch panel at the OLT locations. For purposes of this Specification, the distance to the existing Fiber Patch Panel shall not exceed fifty (50) feet.
- 2.42** JPUD shall furnish equipment racks for the installation of the Proposer-furnished equipment. JPUD shall provide a -48 VDC fuse panel at the top of the rack(s), and also provide ground wiring to the rack(s). Proposer shall furnish and install all wiring required for the connection of the Proposer's equipment to the existing fuse panel. Power wiring shall be redundant (A&B) for critical equipment furnished by the Proposer. Proposer shall also furnish and install all ground wiring required to ground the Proposer-furnished equipment inside the equipment rack(s).
- 2.43** JPUD shall furnish all overhead cable racks required for the interconnection of JPUD-furnished equipment racks.
- 2.44** Proposer shall furnish and install all fiber optic and copper cables required for the interconnection of all equipment furnished by the Proposer. This includes PON optical jumpers between supplied OLT cards and a JPUD supplied Fiber Patch Panel.
- 2.45** Proposer shall disclose the type of fiber connectors used on the OLT PON card interface proposed.
- 2.46** Proposer shall furnish JPUD with specifications for any computer hardware/software and connecting cables required by JPUD for the operation, provisioning and maintenance of the Proposer-furnished equipment.
- 2.47** Proposer shall include in the Proposal the labor and materials required to configure and set-up (including assigning IP addresses if applicable) all Proposer furnished equipment. All equipment (except individual ONTs and other CPE not installed as part of the test facility) furnished by the Proposer shall be capable of operating on an end-to-end basis upon completion of installation by the Proposer. A small number of ONTs, as part of the test facility, will be installed at the ONT sites and tested as part of the end-to-end testing.

- 2.48** If any tax is applicable to the sale, purchase or use of the equipment or materials proposed, the amount thereof shall be stated separately by the Proposer and added to the proposal price and paid by JPUD. JPUD is a municipal entity under Washington Statutes WAC 54.

CUSTOMER PREMISE EQUIPMENT SPECIFICATIONS

Written responses to the specifications on the CUSTOMER PREMISE EQUIPMENT (Section 2.49-2.75) are required for proposals responding to Option 1 and Option 2. **PROPOSERS MUST PROVIDE A DETAILED AND SPECIFIC (Point-by-Point) RESPONSE TO EACH POINT BELOW AND CONFIRM WHETHER EQUIPMENT MEETS MINIMUM STANDARDS AND/OR PROVIDE NARRATIVE RESPONSE WHERE APPROPRIATE.**

- 2.49** JPUD plans on deploying Indoor ONTs to residences and business within their FTTU distribution areas.
- 2.50** As part of the Internet Access service, JPUD will offer managed WIFI service as an option to Internet Access.
- 2.51** JPUD expects to use a combination of GPN, XGS PON and AON ONTs to facilitate the service offerings associated with and using their FTTU network.
- 2.52** Proposer shall propose pricing for Residential and Business ONTs that meet the following minimal requirements for **GPON** ONTs:
- 2.52.1 The Indoor Basic residential ONTs shall contain a single high-speed (10/100/1000 BaseT) interface.
- 2.52.2 The Indoor Basic wifi residential ONTs shall contain a single high-speed (10/100/1000 BaseT) interface with managed wifi.
- 2.52.3 The Indoor Standard residential ONTs shall contain a minimum of two (2) single-party telephone interfaces, two (4) high-speed (10/100/1000 BaseT) data interface.
- 2.52.4 The Indoor Standard wifi residential ONT shall contain a minimum of (2) single party telephone interfaces and two (4) high speed (10/100/1000 BaseT) data interfaces with managed wifi.

2.52.5 The Indoor Business ONTs shall contain a minimum of four (4) or more single-party telephone interfaces and four (4) or more high-speed (10/100/1000 BaseT) interfaces.

2.52.6 The Indoor wifi Business ONTs shall contain a minimum of four (4) or more single-party telephone interfaces and four (4) or more high-speed (10/100/1000 BaseT) interfaces with managed wifi.

2.52.7 Proposer shall provide pricing for each of the ONTs that meet or exceed these minimum standards.

2.52.8 Proposer is encouraged to propose and price additional ONTs that exceed the minimum port requirements listed above.

2.53 Proposer shall propose pricing for Residential and Business ONTs that meet the following minimal requirements for **XGS PON** ONTs:

2.53.1 The Indoor Basic residential ONTs shall contain a single high-speed (10/100/1000 BaseT) interface.

2.53.2 The Indoor Basic wifi residential ONTs shall contain a single high-speed (10/100/1000 BaseT) interface with managed wifi.

2.53.3 The Indoor Standard residential ONTs shall contain a minimum of two (2) single-party telephone interfaces, two (4) high-speed (10/100/1000 BaseT) data interface.

2.53.4 The Indoor Standard wifi residential ONT shall contain a minimum of (2) single party telephone interfaces and two (4) high speed (10/100/1000 BaseT) data interfaces with managed wifi.

2.53.5 The Indoor Business ONTs shall contain a minimum of four (4) or more single-party telephone interfaces and four (4) or more high-speed (10/100/1000 BaseT) interfaces.

2.53.6 The Indoor wifi Business ONTs shall contain a minimum of four (4) or more single-party telephone interfaces and four (4) or more high-speed (10/100/1000 BaseT) interfaces with managed wifi.

2.53.7 Proposer shall provide pricing for each of the ONTs that meet or exceed these minimum standards.

2.53.8 Proposer is encouraged to propose and price additional ONTs that exceed the minimum port requirements listed above.

2.53.9 Proposer is encouraged to propose ONTs that have a 10 Gbps interface.

2.54 Proposer shall propose pricing for Residential and Business ONTs that meet the following minimal requirements for **AON** ONTs:

2.54.1 The Indoor Basic residential ONTs shall contain a single high-speed (10/100/1000 BaseT) interface.

2.54.2 The Indoor Basic wifi residential ONTs shall contain a single high-speed (10/100/1000 BaseT) interface with managed wifi.

2.54.3 The Indoor Standard residential ONTs shall contain a minimum of two (2) single-party telephone interfaces, two (4) high-speed (10/100/1000 BaseT) data interface.

2.54.4 The Indoor Standard wifi residential ONT shall contain a minimum of (2) single party telephone interfaces and two (4) high speed (10/100/1000 BaseT) data interfaces with managed wifi.

2.54.5 The Indoor Business ONTs shall contain a minimum of four (4) or more single-party telephone interfaces and four (4) or more high-speed (10/100/1000 BaseT) interfaces.

2.54.6 The Indoor wifi Business ONTs shall contain a minimum of four (4) or more single-party telephone interfaces and four (4) or more high-speed (10/100/1000 BaseT) interfaces with managed wifi.

2.54.7 Proposer shall provide pricing for each of the ONTs that meet or exceed these minimum standards.

- 2.54.8 Proposer is encouraged to propose and price additional ONTs that exceed the minimum port requirements listed above.
- 2.54.9 Proposer is encouraged to propose ONTs that have a 10 Gbps interface.
- 2.55** All ONTs shall have the ability to operate with and without battery backup. The EMS shall have the capability to monitor power and/or battery statistics as configured at the customer premise.
- 2.56** All ONTs shall have the ability to provide a minimum of 1 Gig data service to subscriber.
- 2.57** Proposer shall price and describe power supplies, housings and battery backup for all proposed ONTs. Separate pricing line items will be used for each element (power supply, housing and battery backup) of each ONT proposed.
- 2.58** Proposer shall list all OLT systems/manufactures with which the proposed ONTs are interoperable. Proposer is encouraged to provide a list of all specifications (including power requirements, battery backup requirements, housing requirements and recommended wiring specifications) for all ONTs available from proposer and interoperable with requested OLT list.
- 2.59** Proposer shall disclose what proposed equipment is hardened and what equipment is not hardened.
- 2.60** Proposer shall disclose all ONTs' maximum data throughput capabilities.
- 2.61** Proposer shall explain what type(s) of VoIP client(s) is/are resident in the proposed ONTs for delivery of Lifeline POTS.
- 2.62** Proposer shall disclose the PON Vendor's standard packet protocol used for voice and data transmission over the PON and through the network.
- 2.63** Proposer shall explain how the ONTs and the remainder of the PON system will ensure interoperability with in-home security systems. Proposers shall provide a list of in-home security systems that has successfully interoperated with the vendor's PON system and ONTs.

- 2.64** Proposer shall explain if Customer self-provisioning for internet access is available through the ONT vendor's products.
- 2.65** Proposer's proposal shall include all maintenance, warranty, upgrade and Right-To-Use (RTU) annual fees associated with all proposed equipment. This will be shown for the initial purchase as well as subsequent years after purchase.
- 2.66** For those ONTs with Voice interfaces, The equipment furnished by the Proposers shall be capable of supporting the following:
- 2.66.1 Standard fax equipment
 - 2.66.2 Standard analog modems
 - 2.66.3 In-home security systems
 - 2.66.4 CLASS services
 - 2.66.5 CALEA
 - 2.66.6 E911
- 2.67** Proposer's equipment with Voice interfaces shall be capable of providing lifeline plain old telephone service (POTS) to each subscriber being provided service by an ONT with Voice ports. The lifeline POTS service shall be capable of remaining in service if electric service is disrupted to the ONT equipped with a backup battery.
- 2.68** All equipment furnished by Proposer shall contain the most recent software version available.
- 2.69** The Proposal will include a "service warranty" that will keep all equipment up to date with the most recent software and patches.
- 2.70** All equipment furnished/proposed by the Proposer shall contain a minimum warranty period of one (1) year on hardware, materials, and software. If the

manufacturer's standard warranty period is longer than one (1) year, then the standard warranty period for the equipment shall apply to this project. During the warranty period, any defective parts shall be repaired or replaced by the Proposer or manufacturer at no cost to JPUD. Proposer shall include in his Proposal warranty information on all equipment furnished by the Proposer.

- 2.71** Proposer shall include in his Proposal details relative to support for all equipment, including guaranteed response times and support availability.
- 2.72** Proposer shall include in his Proposal a description, including costs, of all optional maintenance agreements available to JPUD from the Proposer. Any costs associated with maintenance agreements required by the Proposer shall be included and itemized in the Proposal amount.
- 2.73** Proposer shall include and detail in the Proposal all software right-to-use fees, if any, required for the system or elements proposed.
- 2.74** Proposer shall furnish JPUD with specifications for any computer hardware/software and any ONT connecting cables required by JPUD for the operation and maintenance of the Proposer-furnished equipment.
- 2.75** If any tax is applicable to the sale, purchase or use of the equipment or materials hereunder, the amount thereof shall be stated separately and added to the proposal price and paid by the JPUD. JPUD is a municipal entity under Washington Charter WAC 54.

SECTION 3

3 PROPOSER AND VENDOR INFORMATION

PROPOSERS MUST PROVIDE DETAILED AND SPECIFIC (Point-by-Point) RESPONSES TO EACH POINT BELOW AND PROVIDE NARRATIVE RESPONSE WHERE APPROPRIATE.

- 3.01** Proposer shall provide a corporate history; appropriate principle resumes and all registrations of its company.
- 3.02** Proposer shall provide a corporate history of the Vendors that will supply any equipment as part of this RFP.

- 3.03** Proposer shall disclose the number of proposed ONTs, OLTs and OLT PON Ports currently deployed by the PON and/or ONT Vendor within the United States.
- 3.04** Proposer shall disclose the number of customers who use the PON and/or ONT equipment proposed by the Proposer.
- 3.05** Proposer shall provide a customer reference list of customers who use the proposed PON and/or ONT vendor's equipment.
- 3.06** Proposer shall disclose Lead Times for all equipment and services proposed.
- 3.07** Proposer shall provide 3 references for each type of equipment proposed.
- 3.08** All proposers and their subcontractors shall be licensed at the time of submitting a bid in accordance with the laws of the State of Washington and any proposer or subcontractor not so licensed is subject to the penalties imposed by such laws and their proposal may be rejected.
- 3.09** JPUD reserves the right to accept other than the apparent lowest-priced bid, and to reject any bid in whole or in part, or to reject all bids, with or without notice or reasons, waive any informalities, and if no bid is accepted, to abandon the work or to have the work performed in such other manner as JPUD may elect. JPUD also reserves the right to terminate this RFP and issue a subsequent solicitation and/or remedy technical errors in the RFP process. This RFP does not commit JPUD to enter into any contract, award any services related to this RFP, nor does the RFP obligate JPUD to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract

SECTION 4

4 PRICING SECTION

PROPOSERS MUST PROVIDE A DETAILED AND SPECIFIC (Point-by-Point) RESPONSE TO EACH POINT BELOW AND CONFIRM WHETHER EQUIPMENT MEETS MINIMUM STANDARDS AND/OR PROVIDE NARRATIVE RESPONSE WHERE APPROPRIATE.

- 4.01** All pricing will be supplied at the card and unit level for each piece of equipment proposed under each option bid.
- 4.02** All pricing shall include an itemized list of all equipment supplied by Proposer. All pricing shall be itemized.
- 4.03** In addition to the capabilities described as OLT specifications above, the OLT pricing shall be based on the following quantity parameters:
 - 4.03.1 Quilcene ONT:
 - 4.03.1.1 Single chassis
 - 4.03.1.2 Minimum of 20 GPON capable ports
 - 4.03.1.3 Minimum of a single card with XGS PON capable ports
 - 4.03.1.4 Minimum of a single card with AON ports capable of 1 Gig and 10 Gig service speeds
 - 4.03.2 Discovery Bay ONT:
 - 4.03.2.1 Single chassis
 - 4.03.2.2 Minimum of 12 GPON capable ports
 - 4.03.2.3 Minimum of a single card with XGS PON capable ports
 - 4.03.2.4 Minimum of a single card with AON ports capable of 1 Gig and 10 Gig service speeds
- 4.04** Because JPUD does not know which Vendor's ONTs will best suit JPUD's objectives for Customer Premise deployments, Proposer shall, at a minimum, provide pricing for each of the ONTs that meet the minimum requirements outlined in the ONT specifications above and identify which the Vendor supplies those ONTs and which OLTs they interoperate with.
 - 4.04.1 For information purposes only, JPUD plans on serving the following numbers of subscribers:
 - 4.04.1.1 1,187 residential subscribers
 - 4.04.1.2 25 business subscribers
 - 4.04.1.3 Unknown number of subscribers as JPUD expands into other areas in the county
- 4.05** Proposer shall price each power supply, battery, battery housing and ONT enclosure solution recommended for each ONT priced under section 4.04 above.
- 4.06** Proposer shall provide a list of and itemized pricing for critical spares for the OLT equipment and Aggregation switch equipment bid under Options 1 and 3.

- 4.07** Proposer shall itemize and price all Maintenance, Right-To-Use and Warranty fees associated with supporting the equipment proposed.
- 4.08** Proposer shall price the required equipment provisioning, maintenance, and process training for a minimum of 3 persons on the electronics equipment and EMS systems proposed.
- 4.09** Pricing associated with the PON system equipment (OLT equipment and/or ONT equipment) and 10-Gig aggregation equipment shall remain valid for a period of 4 years after the contract is executed in association with this proposal.
- 4.10** Proposer shall provide a price for installation of all proposed OLT and aggregation switch gear at the Head end / Core Router site.
- 4.11** Proposer shall provide a price for test, turn-up, and configuration of all proposed OLT and 10-Gig Aggregation equipment.
- 4.12** Proposer shall provide pricing for EMS software, EMS software installation, EMS software test, turn-up and configuration for all proposed equipment that have EMS software associated with it. This includes any ONT equipment proposed that can be provisioned through an EMS.
- 4.13** Proposer shall provide a price for training for a minimum of 3 persons on all proposed equipment.

SECTION 5

5 EVALUATION PROCEDURE AND CRITERIA

5.01 Evaluation Procedure (Selection Process)

JPUD will form a Selection Committee to evaluate proposals based on the stated criteria. JPUD will evaluate the individual options and the overall solution based on the minimum requirements of this RFP.

The proposals shall be evaluated, as further described below, based on Proposer and any partner qualifications, Proposer's and partner's experience,

proposed cost, additional costs (capital and O&M related costs) that JPUD would incur if the proposer’s solution were chosen and that are not included in proposed cost, system architecture implementation, and Proposer and Partner’s warranty, support and training offerings. Upon request, the Proposer/Proposer shall provide additional information and clarification to JPUD.

5.01.1 Evaluation Criteria

Each proposal will be given a score using the Evaluation Score Card shown below. The Evaluation Score Card below indicates the maximum points a Proposer could receive in each category.

5.01.2 Table 4 – Evaluation Score Card

Evaluation Score Card		
No.	Category	Max Points Evaluation
1	Proposed Cost	15
2	Qualifications and Experience	20
3	Additional Costs	10
4	System Architecture	25
5	Warranty, Support & Training	10
6	Additional Features & interoperability	10
7	Lead Times	10
	Total Maximum Evaluation Points	100

5.01.3 Evaluation Methodology

The following methodology shall be used to determine the "Proposed Cost" points for each Proposer/Proposer based on what option is proposed/bid. When comparing Option 1 to Option 2, for example, JPUD will use the prices for minimum requirement ONTs provided by an Option 1 Proposer and the prices for the same minimum requirements ONTs provided by an Option 2 Proposer. The same methodology will be used for comparing Option 1 and Option 3.

5.01.4 Lowest Cost Price - 15 Points

- 1- Proposer submitting the lowest cost proposal (LCP) that meets

the minimum requirements of this RFP shall receive 15 points. LCP shall be equal to the proposed solution/Option price for providing the minimum requirements as specified in the RFP and any associated annual costs such as operating and management software fees.

2- The calculation of points for the "Proposed Cost" category of all other Proposers shall be:

$$\text{Evaluation Points} = \frac{\text{LCP}}{\text{Proposed Cost}} \times 15$$

The remaining categories will be assigned points based on the extent the Proposer meets or exceeds the minimum requirements specified in the RFP, inclusive of, how well the Proposer's (and Partners) system architecture, service offerings, qualifications, and relevant experience compared to that of other qualified Proposers, and which Proposer's proposal is most advantageous to the JPUD on each evaluated factor.

The Selection committee will assign points to each category, except "Proposed Cost" (which will be automatically assigned in accordance with the calculation described above, for all qualified Proposers – based on the Options to which they respond. The overall evaluation score for each Proposer shall be equal to the sum of the evaluation points assigned to each category. The highest-ranking Proposer will be the Proposer with the most points. Proposed Costs will be evaluated on the unit solution meeting the minimum requirements of this RFP, if applicable.

5.01.4 Qualifications and Experience - 20 Points

The strength of the Proposer's organization and the Proposer's performance on similar projects is evaluated and rated. Examples of important qualifications and experience factors include, but are not limited to, the Proposal completeness and conformance to the RFP; the Proposer's financial stability; the strength of the Proposer's references; the Proposer's ability to meet delivery schedules; the Proposer's availability during the network design and installation period; the Proposer's support during start-up; the Proposer's ongoing customer service; the Proposer's assistance during equipment and software upgrades; the qualifications of the Proposer's project team; and the similar deployments of Proposer and any partners of the Proposer.

5.01.5 Additional Costs - 10 Points

Additional costs that JPUD will incur to complete the Proposer's end to end solution, which may differ from other Proposers' solutions, and that are not included in Proposer's proposal. Examples of additional costs include, but are not limited to, EMS hardware requirements, aggregation switch capacity and capabilities, Core switching system upgrade requirements, additional rack space or power requirements, capacity of products, lead times, life cycle costs, costs of services, reuse of existing equipment, etc.

5.01.6 System Architecture - 25 Points

The capability of the proposed solution to meet the requirements as described. Examples of important system architecture factors include, but are not limited to, standards-based solution, ease of integration and deployment, scalability of subscribers and bandwidth, capability to interoperate with other standards-based equipment, system monitoring, alerts, back-office interfaces, and any other factors deemed critical or desirable by JPUD.

5.01.7 Warranty, Support & Training -10 Points

Points will be determined by the most advantageous offering in JPUD'S opinion for warranty, support and training. Examples of important factors include, but are not limited to, length and completeness of warranty period and associated initial and on-going cost, amount of training proposed and associated cost, location of training and support, and availability/lead times of support personnel.

5.01.8 Additional Features & Interoperability - 10 Points

Features in addition to the minimum required in the RFP and the associated costs to deploy these features (Proof of deployment required). Examples of additional features include, but are not limited to, Subscriber Auto-provision, Subscriber self-provisioning, Number of 3rd party ONT vendors that are interoperable, Degree of interoperability of 3rd party ONTs and other features and capabilities.

5.01.9 Equipment Lead Times – 10 Points

Proposer shall disclose the current and expected lead times between equipment order and delivery. This lead time will be evaluated for a 10-point allocation based on the lead time impact to the overall project.

SECTION 6

6 CONTRACT NEGOTIATIONS

As a result of this RFP, JPUD desires to enter into one or more contracts (ideally with the same successful proposer). Included in this RFP are proposed general terms for the contracts between JPUD and the successful proposer. These proposed contract terms are provided only for purposes of general information, and JPUD may propose different and distinct terms than those provided in this RFP. Proposer should identify any contract provision it objects to or desires to change. Not all contract provisions will be applicable to Options 1, 2 and 3. JPUD may consider any proposed contractual revisions or modifications that relate to the subject matter reasonably identified in the RFP and which may more clearly define a mutually acceptable and beneficial relationship between JPUD and the successful proposer.

NO PROPOSED LICENSE AGREEMENT, MAINTENANCE AGREEMENT, TERMS OR CONDITIONS SHALL BECOME A PART OF THE AWARDED CONTRACT UNLESS EXPRESSLY ACCEPTED AND INCORPORATED INTO THE CONTRACT BY JPUD IN WRITING.

PROPOSED TERMS AND CONDITIONS FOR CONTRACTS

The following is a non-exclusive list of proposed terms for the contracts that will be negotiated with a successful proposer. Proposers must include in proposals any objection or proposed modification to these provisions.

GENERAL INSTALLATION REQUIREMENTS

6.01 RESPONSIBILITIES OF JPUD:

- 6.01.1 JPUD will ensure that Proposer will have access to JPUD controlled premises and facilities during days and hours agreed upon by JPUD and Proposer.
- 6.01.2 JPUD will ensure that the premises are in a non-hazardous condition in accordance with industry standards.
- 6.01.3 Proposer shall provide, as a part of this Proposal, information regarding the environmental capacities required for equipment to be provided. JPUD will incorporate reasonable requirements into the overall building requirements relative to heat, humidity and air conditioning modifications if required.
- 6.01.4 JPUD will provide general illumination in accordance with current industry standards in rooms where work will be performed.

- 6.01.5 JPUD will provide sufficient openings in buildings to allow materials to be placed in position.
- 6.01.6 JPUD will provide 120 VAC commercial power and a reasonable number of outlets for the Proposer's use. If 220 VAC or any other rearrangements are required by Proposer, written request shall be required by the JPUD one month in advance of pertinent rearrangements.
- 6.01.7 JPUD will provide -48VDC power and the required amount of fuse positions required to properly power the proposed equipment.
- 6.01.8 JPUD will release for the Proposer's use, the portions of existing plant that are necessary for the completion of tests that require the coordination with existing facilities including fiber optic feeder cables.
- 6.01.9 JPUD will make prompt inspections as necessary when notified by the Proposer that the equipment is ready for acceptance.
- 6.01.10 JPUD will provide adequate fire protection apparatus in accordance with local, regional and national codes.

6.02 RESPONSIBILITES OF THE PROPOSER. Proposer shall:

- 6.02.1 Provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.
- 6.02.2 Any contractor working within any JPUD facility shall meet the requirements of all users of the facility, including but not limited to allowing all required access to JPUD and its employees.
- 6.02.3 Obtain JPUD's written approval to make any changes to JPUD building structure, which shall be given in JPUD's sole discretion.
- 6.02.4 Be responsible for and repair all damage caused to any JPUD building that is part of this proposal in accordance with industry standards due to carelessness of the Proposer's workforce.
- 6.02.5 Obtain the JPUD's approval in writing prior to cutting into or through any part of any building, which shall be given in JPUD's sole discretion.
- 6.02.6 Ensure that all fire-fighting apparatus is accessible at all times.

- 6.02.7 Not use gasoline, benzene, alcohol, naphtha, carbon tetrachloride or turpentine (including any other listed hazardous material) for cleaning any part of the equipment.
- 6.02.8 Deliver, to the required buildings, the equipment required for installation.
- 6.02.9 Install all equipment in accordance with the manufacturer's written specifications and/or instructions included in this Specification.
- 6.02.10 Make the necessary power and ground connections to JPUD's power terminals and ground bus unless otherwise stated in these Specifications.
- 6.02.11 Complete testing and turn-up of installed equipment and work with JPUD to complete an end-to-end service test for all services provided by JPUD over proposed and installed equipment and equipment types.
- 6.02.12 Permit JPUD to perform tests and inspections after installation has been completed so that JPUD may be sure that the installation requirements are met.
- 6.02.13 Notify JPUD promptly of the completion of work and schedule inspection of the equipment.
- 6.02.14 Promptly correct all defects for which the Proposer is responsible.
- 6.02.15 Furnish JPUD with a block diagram of all equipment and associated maintenance equipment furnished by the Proposer.
- 6.02.16 Furnish JPUD with acceptance test procedures for all equipment furnished by the Proposer.
- 6.02.17 Furnish JPUD with handling and equipment requirements required to avoid damage resulting from the discharge of static electricity or mechanical damage during transit installation and testing and general usage.
- 6.02.18 Furnish JPUD with the location of technical assistance service and charges for the service by the Proposer.

6.03 INSTALLATION REQUIREMENTS

- 6.03.1 All work shall be performed in a neat, workmanlike manner by competent personnel.

- 6.03.2 Cables shall be carefully installed with sufficient radius of curvature and protected at corners and bends to ensure against damage from handling or vibration.
- 6.03.3 All multiple and associated wiring shall be continuous, free from crosses, reverses and grounds, and shall be correctly wired at all points.
- 6.03.4 All equipment shall be tested to ensure proper operation with all components.
- 6.03.5 All fuses shall be verified for continuity and correct rating.
- 6.03.6 All alarm or signal circuits shall be checked for correct operation.

6.04 ACCEPTANCE TESTS AND DATA REQUIRED

- 6.04.1 As a part of Proposer's Proposal, a detailed acceptance test list shall be provided to JPUD for review. Proposer shall furnish to the JPUD documentation in writing of all results of acceptance tests performed. The successful responder will agree to an industry appropriate acceptance testing process.
- 6.04.2 Proposer shall furnish to JPUD documentation in writing of measurements all jack or test points recommended by the manufacturer.
- 6.04.3 Data in the form of a checklist or other notations showing the results of operational tests shall be furnished to JPUD.
- 6.04.4 Proposer shall provide a warranty with all equipment provided under this RFP.

6.05 PAYMENT AND DELIVERY

- 6.05.1 With the exception of the Central Office Electronics, there will be no guarantee of any volume of equipment ordered under this Agreement. All equipment shall be ordered in the sole discretion of JPUD.
- 6.05.2 JPUD may make reasonable changes, additions to or subtractions from the Specifications which are part of the Proposer's Proposal, as conditions warrant. If the cost to the Proposer is increased or decreased by any such change or addition, the Contract price shall be increased or decreased by a reasonable amount in accordance with a contract amendment signed by the JPUD and the Proposer. Prior to implementing any changes or additions, the Proposer shall submit to the JPUD, for approval, an itemized list (including costs) of all changes and additions to be included under the amendment.

- 6.05.3 JPUD requires all equipment delivered within 30 Days for the time an order is placed.
- 6.05.4 JPUD's standard payment terms are net 45 days.
- 6.05.5 All equipment prices shall include freight prepaid to JPUD's headquarters.
- 6.05.6 Proposer is responsible to complete all work as provided in this RFP to the satisfaction of JPUD. If Proposer fails to complete the scope of work or established performance standards for any reason, JPUD reserves the right to terminate this contract.

6.06 PERFORMANCE

- 6.06.1 Proposer shall perform all services required by this contract within the time specified in this Agreement. All services shall be performed in highest professional manner, and in accordance with industry standards. Unless the means or methods of performing a task are specified elsewhere in this contract, Proposer shall employ methods that are generally accepted and used in the industry. Failure to meet the performance requirements of this contract shall constitute a material breach of this Agreement. JPUD, by written notice to Proposer, may cancel the whole or any part of this contract.
- 6.06.2 If Proposer, after receipt of written notice from JPUD fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of JPD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.07 EARLY TERMINATION

This Contract may be terminated as follows:

- 6.07.1 JPUD and Proposer, by mutual written agreement, may terminate this Contract at any time.
- 6.07.2 JPUD in its sole discretion may terminate this Contract for any reason on 30 days written notice to Proposer.
- 6.07.3 JPUD's Right to Terminate for Cause and/or non-appropriation of funds. JPUD may terminate this Contract, in whole or in part, immediately upon notice to Proposer, or at such later date as JPUD may establish in such notice, upon the occurrence of any of the following events:

- i. JPUD fails to receive funding, including but not limited to grant funding or appropriations, limitations or other expenditure authority at levels sufficient to pay for Proposer's Work;
- ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or JPUD is prohibited from paying for such Work from the planned funding source;
- iii. Proposer no longer holds any license or certificate that is required to perform the Work;
- iv. Proposer commits any material breach or default of any covenant, warranty, obligation, representation or requirement under this Agreement, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or fails to perform the Work to the satisfaction of JPUD, and such breach, default or failure is not cured within 15 business days after delivery of JPUD's notice, or such longer period as JPUD may specify in such notice.

6.07.4 Proposer's Right to Terminate for Cause.

- i. If JPUD fails to pay Proposer pursuant to the terms of this Contract, Proposer may terminate this Contract by giving notice to JPUD, and JPUD fails to cure within 30 days after receipt of Proposer's notice, or such longer period of cure as Proposer may specify in such notice. JPUD shall pay Proposer for all work performed in accordance with the terms of the Contract prior to termination date if Proposer is not otherwise in default.

6.08 PAYMENT ON EARLY TERMINATION

Upon termination, payment shall be made as follows:

- 6.08.1 If terminated for the convenience of JPUD, JPUD shall pay Proposer for work, service and equipment installed/performed prior to the termination date if such work was performed in accordance with the Contract to the satisfaction of JPUD less any setoff to which JPUD is entitled. Termination shall not result in a waiver of any other claim JPUD may have against Proposer.
- 6.08.2 If terminated by JPUD due to a breach by the Proposer, then JPUD shall pay the Proposer for work performed prior to the termination date provided such work was performed in accordance with the Contract to the satisfaction of JPUD less any setoff to which JPUD is entitled.

- 6.08.3 If terminated by the Proposer due to a breach by JPUD, then JPUD shall pay the Proposer for work performed prior to the termination date if such work was performed in accordance with the Contract to the satisfaction of JPUD less any setoff to which JPUD is entitled.
- 6.08.4 If terminated by JPUD for non-appropriation of funds, then JPUD shall pay the Proposer for work performed prior to the termination date no later than 30 days after JPUD's approval of its next year's budget if such work was performed in accordance with the Contract.

6.09 REMEDIES

In the event of default, the parties shall have the following remedies:

- 6.09.1 If terminated by JPUD due to a Proposer default, JPUD may complete the work itself, by agreement with another proposer, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Proposer shall pay to JPUD the amount of the excess upon demand. In addition to the remedies set forth in this Agreement for a default by the Proposer, JPUD also shall be entitled to any other equitable and legal remedies that are available under Washington law.
- 6.09.2 If JPUD breaches this Contract, Proposer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Proposer is entitled.

6.10 INDEMNITY

Proposer shall hold harmless and indemnify the JPUD from any and all claims, actions, or causes of action to the extent the claimed loss or damage arises out of the Proposer's negligent performance or nonperformance of work herein contracted to be done, including payment of JPUD's attorneys' fees, whether such claims, actions, or causes of action are alleged to be the results of any act or omission of the Proposer, agents, servants, employees, or any or all of them and regardless of the fact the work may have been completed and accepted by JPUD and regardless of the fact that the Proposer may have received payment for the work.

Proposer shall hold harmless and indemnify the JPUD from any and all claims, suits and proceedings, including payment of JPUD's attorneys' fees for the infringement of any patent or patents covering any materials, equipment, supplies, or installation methods used in the work.

6.11 FORCE MAJEURE

Neither Party shall be liable for delays in the execution of its obligations due to causes beyond its reasonable control including but not limited to acts of God, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of a civil or military authority, compliance with priority orders or preference ratings issued by the federal Government, acts of Government authorities with respect to revocation of export or re-export permits/licenses, wrecks, or unusually severe weather. The Party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

In the event of any such delay, the required date of services will be extended for a period of time equal to the period of the delay, or as short a period as is reasonably possible.

JPUD may terminate this Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Contract.

6.12 LIMITATION OF LIABILITIES

NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

6.13 ACCESS TO RECORDS

Proposer shall maintain fiscal records and all other records pertinent to this RFP and Contract. Records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken in the provision of the products required herein. All such records shall be retained and kept accessible for at least three years following final payment. JPUD's authorized representatives shall have the right to access to documents, papers and records related to this RFP and Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. JPUD shall reimburse Proposer for Proposer's cost of preparing copies. JPUD shall provide 3 business days' notice to review all such records and documents.

6.14 COMPLIANCE WITH APPLICABLE LAW:

Proposer shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract. A condition or clause required by law to be in this Agreement shall be considered included by these references. Proposer represents to JPUD that it is fully aware of all legal requirements applicable to this Agreement.

6.15 WAIVER

Waiver of any default under this Contract by JPUD shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

6.16 GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Washington and ordinances of Jefferson County, Washington. Any legal action involving any question arising under this RFP and Contract must be brought in Jefferson County, Washington. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the Western District of Washington.

6.17 SEVERABILITY

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

6.18 ANTI-DISCRIMINATION

Proposer shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Proposer shall not discriminate against minority-owned, women-owned or emerging small businesses.

6.19 PUBLICITY

Any publicity giving reference to this RFP, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of JPUD.

6.20 ATTORNEYS FEES

Attorney Fees. If any suit, action or other proceeding of any nature (including any contested matter or adversary proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover reasonable fees of attorneys, paralegals, accountants and other experts, and all other fees, costs and expenses actually incurred in connection therewith, as determined by the judge at trial or on appeal or review, in addition to all other amounts provided by law.

PROPOSAL FORM—Section 7

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. **Responses to the Evaluation Criteria found in Sections 2, 3, and 4 shall be organized by re-stating the Criteria, then responding whether the equipment meets the minimum standards and/or provide narrative responses where appropriate.**

THE FOLLOWING INFORMATION **MUST** BE RETURNED WITH YOUR RESPONSE:

Place a check in the box in front of the item indicating inclusion in your response.

CONTRACTUAL ACCEPTANCE: Statement accepting ALL terms and conditions contained in this solicitation, or a description of any term or condition proposer desires to change.

OBJECTION TO PROCUREMENT PROCESS OR SOLICITATION DOCUMENT: Proposers must state any objection to the procurement process, procedures, or this RFP in its response.

TERMINATION FOR DEFAULT: Proposers shall indicate if they have had a contract terminated for default in the last five years.

POINT BY POINT RESPONSE TO ALL EVALUATION CRITERIA AND SPECIFICATION: listed in Section 2 and 4.

INFORMATION ON PROPOSERS AND VENDORS: Specifications listed in Section 3

SECTION 7 – This Proposal Form and signature.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO BID DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by the contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received: _____

SIGNATURE / EXECUTION

ASSURANCES:

The undersigned attests that he/she:

- has read and understands all instructions, requirements, addenda, and terms and conditions contained herein (including the attachments and Exhibits listed in this solicitation).
- has the authority and/or responsibility to submit a proposal and to bind her/his organization in all phases of this RFP process, and proposer's offer is irrevocable, valid and binding on proposer for 60 days following RFP closing.
- The information provided is true and accurate to the best of her/his knowledge.
- understands that any false statement may disqualify this offer from further consideration or may be cause for contract termination.
- has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged minority, women or emerging small business enterprise.
- represents and warrants to JPUD that he/she has the power and authority to enter into and perform and provide the goods and services described in this RFP, and that if awarded a contract, the contract, when executed by JPUD, shall be a valid and binding obligation of Proposer enforceable in accordance with its terms.
- has arrived at the specifics of the proposal, including price and amounts, independently and without communication or agreement with another Proposer, except as disclosed in a separately attached statement;
- has not directly or indirectly induced or solicited another Proposer, in order to benefit a third person, to submit a false or sham bid, to refrain from bidding or to change a bid;
- has not directly or indirectly disclosed the Proposer's bid price, a breakdown of the price, the contents of the price or information or data related to the price to another Proposer;
- has not sought through communication or agreement with a person to fix the bid price of the Proposer or another Proposer, to fix an overhead, profit or cost element of the bid price of the Proposer or another Proposer or to secure any advantage against the contracting JPUD or any other person interested in the public contract;
- has not directly or indirectly expressed an interest or lack of interest in the public contract, or paid or offered to pay a fee to a person, to cause a collusive or sham bid;
- By signing a contract if awarded this RFP, proposer represents and warrants that Proposer's performance under this RFP creates no potential or actual conflict of interest, including but not limited to conflicts of interest. Proposer further warrants that no state or federal law or JPUD rule prevents Proposer's lawful performance of the RFP or contract. If proposer is currently performing work for JPUD or another governmental entity, proposer's participation in other public contracts does not create a potential or actual conflict of interest in performance of this contract.

PROPOSER INFORMATION:

Proposer Company Name

Company Address (from which work will be performed)

Telephone Number

Fax Number

FEDERAL ID NUMBER

Person Signing RFP _____

Please print or type Name

Title _____

Signature:

Email Address:
