

**Engineering, Design and Construction Management
Of**

Fiber-to-the-Premise Network

Request for Proposal

Jefferson County Public Utility District No. 1

Port Townsend, Washington

Responses must be emailed to broadband@jeffpud.org and are
are due by 3:00 pm PST on Mar 9, 2022

Dated: Feb 11, 2022

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Introduction

The Jefferson County PUD, No. 1 (“Owner” or “JPUD”) is a public utility district in Jefferson County, Washington.

JPUD is preparing to install a Fiber-to-the-Premise (FTTP) broadband communication system capable of meeting long-term residential, commercial, industrial, and civic needs in our community.

The installation of a modern and robust technology infrastructure will enable JPUD to provide its residents and businesses with state-of-the art services such as high-speed Internet access as well as other high-tech communication offerings.

JPUD provides electric, water, sewer, and wholesale telecom utility services to over 20,000 customers. JPUD is governed by an elected three-member Board of Commissioners and run by General Manager Kevin Streett who oversees a staff of 50 employees. JPUD is unique in that it only recently acquired its electric utility services, having taken over from Puget Sound Energy in 2013, after a lengthy purchase negotiation and transition. Our service area is comprised of the northeastern most section of Washington’s Olympic Peninsula, backed by Olympic National Park to the West, Puget Sound to the East and the Strait of Juan De Fuca to the north. Jefferson County is home to over 30,000 residents, a third of whom live in the county seat of Port Townsend, a popular tourism destination. Jefferson County is rural and designated economically distressed. The county hospital district is the largest employer, followed by the county government and a paper mill. Jefferson County is home to many retirees and has one of the highest median ages in the state. Jefferson County is known regionally for its natural beauty, quality of life, numerous arts festivals, and wooden boat community.

JPUD currently owns and operates the electrical power distribution system in the areas where FTTP is being deployed under this RFP. As the electric and water utility we already have most of the rights-of-way needed for the project. JPUD intends to place fiber in the power space using ADSS fiber, leading to far less make-ready work than otherwise might be required.

JPUD is financing the system through multiple funding sources, including federal and state grants, local tax revenue, and cash reserves.

Project Overview

JPUD is inviting interested and qualified firms (“Proposer”) to submit a proposal for the design and optional construction management of our planned FTTP network. This RFP is specifically for engineering services to design a fiber network for JPUD’s current and future FTTP project areas; and to potentially manage the construction of the OSP network. It is anticipated that the winning Proposer would be responsible to:

- Assist in creating necessary bid documents and selecting a qualified construction firm.
- Design a fiber network to pass every home, business, or government location within current and future project areas. It is anticipated that the network will be a combination of

aerial and buried construction. The design will incorporate a drop access / Network Access Point (NAP) design that will enable the easy placement of drop to premise locations taking service from the system, but drops will not be engineered to the customer premise. The design will take into account all FTTP electronics sites, splitters, huts and other items needed to make the fiber network functional for placement of electronics on the network. Our anticipation is that the design process will occur as follows: The engineer will design a network based upon information acquired on-site by the engineering firm. The design will be reviewed and approved by JPUD and JPUD's representatives. The designed network will be documented and incorporated into all necessary bid documents that will be released to multiple construction firms.

- Detail make-ready requirements
- Identify all locations for laying and attaching fiber, as well as all splice points and network access points
- Prepare bid package information to be used for hiring a construction company including construction drawings, specifications, detailed materials specifications, equipment quantities and construction bid tabulations documents
- Assist in the process of selecting a construction contractor.
- Identify and make applications for all needed permits and rights-of-way for all construction, railroad crossings, water and wetlands crossings, and road crossings. The Proposer will be responsible for easement and Right of Way acquisition and documentation.
- Assist the JPUD and its representatives during the construction process. The Engineer's role will be to make certain that the construction meets all design, regulatory, safety and operational specifications. Engineer will provide as needed advice with issues and concerns that may occur during construction.
- The Proposer will provide pricing for construction management/inspection and surveying. The survey will include obtaining GPS locations for the installed facilities. This information shall be used by the successful Proposer and included in the preparation of as-built drawings.
- Revise construction drawings and provide final as-built drawings to JPUD showing the completed network, as constructed, including type, depth, location, and dimension. The as-built mapping must be supplied electronically in AutoCAD or other format so that it can be incorporated into the Operator's utility mapping and records systems. The mapping, location and other record information should be in a format that can be imported directly into a system to be specified by the Owner.
- Design and specify cable entrance facilities into the OLT location(s)
- Design and specify the Fiber Termination Panels / facilities for OLTs to interface the OSP fiber in the OLT location.
- Design, specify and/or test the 5ohm (or less) ground field for the OLT location – if needed

The RFP does not cover any of the following:

- Customer drops and customer electronics (other than having the approval of JPUD for drop to NAP general design parameters).

JPUD has done an extensive amount of study into the feasibility of building a fiber system in the current project areas. For a copy of the official feasibility reports please email broadband@jeffpud.org

In preparing a fiber design the Proposer should consider the following requirements:

- Locating wire must be installed and terminated with the fiber network.
- Warning tape must be installed with fiber network 12 inches below final grade, except when directionally bored.
- Although JPUD has most rights of way secured, in some instances rights of way will require both public and private authority approval.
- Aerial Construction will be facilitated to minimize Rights of way and make ready requirements.

RFP Instructions, Definitions, and Schedule

The proposal should be prepared simply and economically, providing straightforward and concise descriptions of the Proposer's capabilities to satisfy the requirements of the RFP. False or inaccurate information will result in the rejection of the proposal. Once a proposal has been submitted, material, process, design changes or product substitutions may not be made without the prior written consent of the Owner.

1.1 Bid Title

The bid title for this project is "*FTTP Design / Construction Management RFP.*"

1.2 Definitions

Please note the following definitions of terms as used in this RFP.

Contractor – Individual or firm, to which JPUD awards the contract.

Owner – Jefferson County PUD No. 1 (JPUD)

Proposer – Individual or firm, including any and all subcontractors, who submit a formal proposal, and which may or may not be successful in being awarded a contract.

Request for Proposal – The solicitation of a formal technical and cost proposal, including qualifications statement.

1.3 Examination of Documents

Proposers should carefully examine this RFP. It is the Proposer's responsibility to become familiar with the County, its geography and other factors that may impact the FTTP network design and construction. It will be assumed that the Proposers have done such inspection through examinations, inquiries, and investigation.

Proposers shall address all items as specified in this RFP. Failure to address specified items may disqualify a Proposer from further consideration.

Submission of a proposal shall constitute evidence that the Proposer has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions which would affect the execution and completion of this project.

1.4 RFP Modifications

The Owner reserves the right to modify or change any information presented in this RFP as more information becomes available or as architectural/technological details are further defined. Any RFP modifications will be provided to all potential Proposers in a letter or by email.

1.5 Responsibility for Costs

The Proposer shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred by the Proposer prior to issuance of an agreement or contract. The Owner shall not assume any contractual obligation as a result of the issuance of a proposal request, the preparation or submission of a proposal, the evaluation of proposals or the final selection of a proposal.

1.6 RFP Inquiries

All inquiries and requests for information affecting this RFP must be submitted by Feb. 28, 2022, to broadband@jeffpud.org

1.7 RFP Submission

1.7.1 Deadline

RFP responses must be received no later than 3:00 P.M. PST on Mar 9, 2022. All RFP's must be clearly marked "FTTP Design / Construction Management RFP."

Responses received after the submission deadline will not be considered and will be returned unopened if the Proposer is identified on the envelope.

1.7.2 RFP Deliverables

Submit responses via email to:

broadband@jeffpud.org

1.7.3 RFP Questions

All questions pertaining to this RFP must be submitted in writing by email to:

broadband@jeffpud.org

Any written questions from bidders must be received no later than Feb 28, 2022. Questions or requests for clarification received after this deadline will not be considered. JPUD will provide written answers to all questions and circulate the questions and answers to all bidders who have completed Exhibit 1 on a timely basis.

The Owner will also hold a conference call to answer questions from prospective bidders. The call is optional, and all questions asked on the call will receive written responses circulated to all potential Proposers no later than one week before the RFP is due. Note that any responses given on the call will be preliminary answers and the follow-up responses in writing from JPUD or JPUD’s representative will be considered as the official answers from JPUD.

1.7.4 Schedule of Activities

The Owner has established the following schedule:

Issue Design / Construction Management RFP	Feb 11, 2022
Submit signed Exhibit I	As soon as possible after receipt
Optional conference call to address questions	Week of Feb 21, 2022
Final acceptance for Proposers’ questions	Feb 28, 2022
RFP responses due	Mar 9, 2022
RFP review meeting	After Response Due Date
Select engineering firm	TBD
Begin project design	30 days after Selection

1.7.5 RFP Format

In order to facilitate timely and fair evaluation of RFP proposals, a standard response format has been developed and is documented in this section. All Proposers are required to format their proposal in a manner consistent with the guidelines below:

Section	Topic
1	Letter of Transmittal
2	Table of Contents
3	Executive Summary
4	Proposer Information
5	Construction Requirements
6	Scope of Services
7	Pricing
8	Additional Information

The topics must be organized under the specific section as stated above and indicated appropriately. Each topic must be addressed in the Proposer’s proposal, or the proposal may be rejected.

1.7.6 Signature of Authorized Representative

A person, who is authorized on behalf of the Proposer, must sign the original proposal document in ink, and include their title and position within the firm.

1.8 Confidentiality

The Owner shall use reasonable efforts to preserve the confidentiality of any proprietary or confidential information submitted by the Proposer which is clearly designated as such by the Proposer. Given that The Owner is a governmental entity, it has commitments and obligations subject to “freedom of information”

laws or similar statutory disclosure requirements. The Owner is subject to full compliance with these laws and statutory requirements. Compliance with these laws or statutes shall be deemed not to constitute a breach of requested confidentiality of a given proposal response to the RFP. If the Proposer wishes to have the PUD sign a Non-Disclosure Agreement (NDA) such document must be presented to the PUD in sufficient time before the due date of the RFP in order for the PUD to consider the NDA. Note that even if the PUD signs an NDA it does not relieve the PUD of some legal requirements to disclose information. Notwithstanding anything stated in this section, JPUD is subject to the Washington State Public Records Act RCW 42.56, and in the event there is a conflict between this Section 1.8 and RCW 42.56, RCW 42.56 shall prevail.

1.9 Effective Period of Proposal

The proposal shall be binding upon the Proposer for one hundred and twenty (120) days after the proposal due date. The Proposer may withdraw or modify its proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

1.10 Exceptions

Proposers agree by their proposal to abide by the procedures set forth in this RFP. Material modifications in the description or responsibilities of the parties will not be accepted.

1.11 Proposal Disposition

Any proposals received in response to this RFP shall become the property of the Owner.

1.12 Selection Process

The Owner will evaluate each Proposer's information to successfully determine the right Proposer for the project. JPUD and its representatives will be the sole judge and have complete discretion in selecting the successful Proposer and awarding the contract. The PUD may reject any or all proposals, may request modifications to proposals, may request new proposals, and may request in-person interviews with one or more Proposers.

The contract award will not be final until JPUD and the Proposer have executed a contractual agreement. JPUD is not responsible for any costs incurred prior to the effective date of the contract.

1.13 Evaluation Criteria

The Owner will evaluate each proposal and will make decisions based on the following criteria in no particular order:

- Conforming to the RFP and project approach
- Qualifications and experience of the Proposer and key staff
- Ability to perform and financial stability of the Proposer

- Unit costing and price per passing for FTTH engineering/design and for project management.
- Project timeline
- Any other related factors deemed important by the Owner

All materials and documentation submitted for pre-qualification will be considered part of the Proposer's response.

If for any reason the Owner and the successful Proposer cannot execute an agreement, JPUD may re-evaluate the remaining Proposers and may select the next qualified Proposer.

RFP Response Requirements

1.14 Letter of Transmittal

The Owner is requiring an intent-to-respond reply from each firm that intends to respond to this RFP. Please complete **Exhibit I** and return it as soon as possible after receipt of the RFP.

When the Proposer submits an RFP response, please provide a one- or two-page transmittal letter with the following:

- A brief statement of the Proposer's understanding of the project; this should be no more than 2 pages.
- Highlights of the Proposer's qualifications and ability to perform the project services.
- The name, title, phone number, fax number, e-mail address, and street address of the person in the Proposer's organization who will respond to questions about the RFP.

1.15 Executive Summary

Provide an executive summary (no more than 2 pages) with the following:

- Why the Owner should consider the Proposer to provide design and construction services.
- Advantages of the Proposer's solution.
- Synopsis of the Proposer's solution specific to this RFP.

1.16 Proposer Information

1.16.1 Company Overview

Provide an overview including the following information about the Proposer:

- Company name, date established, number of employees, business address, phone number, fax number, e-mail address.
- Brief statement of the Proposer's background, demonstrating longevity and financial stability.
- Strategic partnerships.

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- Lines of business conducted by the Proposer.
- Description of any recent mergers or acquisitions.

1.16.2 Financial Viability

Please provide information as to the financial viability and stability of the Proposer. How long has the Proposer been in business? Provide financial statements or other verification for the most recent fiscal year.

1.16.3 Project Experience

Describe all FTTP Design, Design / Build, and/or Design / Construction Management projects the Proposer has been involved with during the past three years. The Owner may contact other project owners as references. Include the following for past projects:

- Customer name and contact information (phone and e-mail address).
- Type of customer (developer, rural telephone, electric utility, MSO (multiple system operator), municipality, etc.).
- Contract start and finish dates.
- Size of project (estimated number of connected subscribers: telephone, cable TV, internet).
- Overall scope of the project.
- Proposer's role in the project.
- Present stage of the project.
- Examples of Compliance with RUS Grant or Loan Requirements

The Proposer should note how the parameters and details of this particular project are similar to other projects that it has engineered and managed and how the previous approach to FTTP design and construction lines up with this project and geographic nature.

1.16.4 Insurance

Proposer must provide documentation of insurance coverage per the requirements shown in Attachment A.

1.16.5 Nondisclosure Agreement

As a condition of the RFP, the PUD requires Vendor acceptance of the Nondisclosure Agreement (NDA) in Attachment B to gain any confidential information required by the Vendor to prepare the proposal.

RFP Design and Construction Management Requirements

The Owner requests that each Proposer provide point-by-point response for each section. The Proposer shall provide supporting explanations or additional information as needed. The Proposer must meet the specific requirements listed in this section.

1.17 Project Management

The Proposer must provide confirmation that it is able to perform the work as described. Provide a brief summation to the following.

- Provide information about key personnel that will be working on this project. Information should include resumes, their responsibilities, qualifications, and their availability to work on this project.
- The Proposer firm should provide an organizational chart. The chart should include all key personnel and subcontractors and their roles and responsibilities.
- The Owner will require regularly scheduled meetings at the PUD. Such meetings may be weekly but will probably be less frequent as determined as the project progresses. The Proposer must indicate that it can meet this requirement.
- The Proposer should address the amount of time that a project manager will be on-site and describe the manager's roles and responsibilities.
- The Proposer will be expected to produce the bid package used to obtain an outside plant construction firm.
- What quality control measures does the Proposer have in place to ensure quality of work?
- Describe the Proposer's methods and procedures for measuring project progress.

1.18 Project Schedule

The Proposer must provide a **timeline** with the RFP response outlining the design, permitting/ROW acquisition, and construction process from beginning to end. Note that The Owner will want to begin design as soon as practical after awarding this contract. Please verify that the Proposer could begin the design promptly (as soon as the contract is awarded). The timeline should show any milestones needed to best describe the projected process.

If work is to be performed concurrently with other tasks or is dependent on other activities the Proposer should clearly identify the activities within the schedule. If any task or milestone is the responsibility of the Owner, please provide this information in the timetable. Also describe how the Proposer will work with the Owner to ensure each phase of the project will stay on schedule.

1.19 Subcontractors

Proposers have the option of subcontracting parts of the services they propose. The proposal must include a description of any anticipated subcontracting arrangements and the information stated below. The successful Proposer shall ensure fulfillment of all contractual provisions by subcontractors. Each subcontractor is subject to the approval of the Owner if the Proposer wishes to include a subcontractor after the successful Proposer has been awarded the contract. The Proposer must warrant that all subcontracts will bind each subcontractor to follow all applicable terms of contract Proposer enters into with

JPUD. In no event shall the existence of a subcontract operate to release or reduce the liability of the Proposer to JPUD for any breach in the performance of the Proposer's duties. If the Proposer will be using outside subcontractors to complete the project, please provide the following:

- Provide the subcontractor's company information and its qualifications.
- List projects that the subcontractor has completed.
- Describe how the Proposer manages its subcontractors.

1.20 Mapping and Design

The Proposer will be expected to create construction drawings sufficient for permit applications and to create a bid package for outside plant construction. The anticipation is that the entire fiber network will be buried or underground, but the selected engineering/design firm will make recommendations regarding construction types during the design phase.

Please include a description of the Proposer's mapping software and describe other projects where its mapping has been used to design a system and/or to secure construction contracts.

1.21 Design Benchmarks

JPUD has a preference for using a system with Gigabit Passive Optical Network (GPON) with XGS PON capabilities. The PUD has established a few design benchmarks to ensure full utilization of PON architecture:

- A split of no more than 1:32.
- Design a fiber-to-the-premise system to pass every home, business public structure in the designated areas using PUD owned Poles and Rights of Way.
- Use local convergence points in the splitter design.
- Optimize the Network Access points for drop installation to any home, business or public entity requesting service within the designated areas.

1.22 Engineering Outside Plant

The Proposer should explain in detail its method of designing a FTTP (GPON and XGS PON) Passive Optical Network deployment.

1.22.1 Materials and Labor

The Proposer will be expected to deliver the following finished products:

- A complete bill of materials required to construct the network based on the design agreed upon.
- A complete description of labor elements required to complete the agreed upon design.
- Bid specifications for all materials and labor along with completed other bid material needed to hire a contractor and obtain materials.
- Bid tabulation tables for insertion into RFP based on the material and labor required to construct the system.

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- A list of potential vendors for ordering materials.
- A list of potential construction companies
- An expected cost of all material and labor costs required to construct the design.
- A complete set of Construction Drawings describing the project to include in the bid package to construction companies.

The PUD has not yet determined how it will handle purchasing and warehousing during the construction process. Proposers may propose to handle these two functions. If a Proposer does so, the cost for these functions should be clearly separated from the cost of the other tasks specified in this RFP. It should be noted that the PUD is developing an equipment yard at 310 Four Corners Rd, Port Townsend WA that may be suitable for the construction company to park construction equipment while construction ensues. Insurance and liability issues will have to be addressed, but there is a potential to use this property.

1.22.2 Engineering

The Proposer should provide reasonable information about its ability to design a FTTP network. The Proposer should be able to comply with the following:

- Demonstrate knowledge of FTTP standards and specifications including materials required for the construction of the network.
- What methods are used to compile a complete list of materials needed including spare parts
- Please provide a sample of the bid package the Proposer normally uses to solicit prices from construction contractors.
- Discuss the Proposer's familiarity and experience with RUS design standards and procedures.

The Proposer shall perform the following tasks:

- Make recommendations to Owner for a functional FTTP OSP design for their specific area of expected construction
- Design a FTTP PON network and demonstrate and defend that design's optimum functionality and expected construction price for the objectives laid out by the Owner
- Prepare a list of materials and labor costs for designs being considered.
- Provide all facility mapping, location and records in a format that is tied to the State Plan Coordinates and can be used in any GIS-capable mapping and records system.
- Meet all objectives listed under Project Overview above

1.22.3 Permitting/Right of Way acquisition

All installations shall conform to the National Electric Safety Code. The selected contractor should be able to comply with the following:

- Identify and make applications for all needed permits and rights-of-way for all construction on public and private property, RR crossings, water and wetlands crossings, and interstate crossings.

1.22.4 Supervising Outside Plant Construction/Inspection

The selected Proposer will be prepared, provide a price, and make a proposal for overseeing all outside plant construction and management of field activities. Again, as an option, the Proposer may also offer a price for purchasing and construction management. Please provide an explanation of the following:

Construction Supervision/Inspection

- The PUD's general concept is that the Proposer will provide a proposal to be responsible for ensuring that construction is performed to meet the design specifications. Please describe how the Proposer will supply these services to the PUD. As an example, the Proposer may want to have somebody on site to do pre-construction locates in front of the construction crews. If responding, describe how the Proposer will provide this function in detail.
- Washington has a program called Utility Notification Center -811 that provides all notification to underground utilities.
- The Proposal price for construction supervision/inspection shall include the Proposer being responsible for delivering final as-built drawings showing how the final network was placed in the ground. Please provide an example of as-built drawings the Proposer has supplied on a similar project.
- The proposed price for this task shall describe how the Proposer will handle requests from the contractor for change orders during construction process.
- This task includes construction observation and surveying. The survey will include obtaining GPS locations for the installed facilities. This information shall be used by the Proposer in the preparation of and be included in the as-built drawings and records.

Purchasing and Warehousing. If the Proposer proposes to purchase materials or provide warehousing, please answer the following questions:

- How it will provide a secure staging area for all materials.
- What system will be utilized for materials management?
- Please detail the procedures the Proposer will use to buy quality materials at the lowest possible price.

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- What is the procedure for procuring, receiving, distributing, and reporting to Owner the materials management?
- What are the Proposer's procedures for testing and accepting or rejecting materials?

1.22.5 Standards and Code references and applicability

The selected Proposer shall create a design that exhibits adherence to, and compliance with, the codes and standards referenced below, and with JPUD's unique requirements and design solutions. Requests to deviate from the industry standards and design solutions prescribed in these guidelines may be submitted, on a case-by-case basis, in accordance with the instructions in the Policy and Procedures section of these guidelines.

- NATIONAL ELECTRICAL CODE, NFPA 70

The National Fire Protection Association has acted as the sponsor of the National Electrical Code (NEC) since 1911. The original Code was developed in 1897 as a result of the united efforts of various insurance, electrical, architectural, and allied interests. The purpose of the NEC is the practical safeguarding of persons and property from hazards arising from the use of electricity. The NEC provides the minimum code requirements for electrical safety. In telecommunications distribution design, the NEC must be used in concert with the ANSI/EIA/TIA standards identified below, which are intended to insure the performance of the telecommunications infrastructure.

- ANSI/TIA/EIA STANDARDS

The Telecommunications Industry Association/Electronics Industry Association (TIA/EIA) engineering standards and publications are designed to serve the public interest through eliminating misunderstandings between manufacturers and purchasers. The standards facilitate interchangeability and improvement of products and assist the purchaser in selecting and obtaining the proper product for his or her particular need.

The TIA/EIA Standards are updated every five years. Due to the rapid changes in the telecommunications and electronics industries, TIA/EIA publishes periodic Telecommunications Systems Bulletins (TSB), which provides additional guidance on certain technical issues that must be addressed prior to the next scheduled revision of the standards. The information contained in TSBs is usually incorporated into the applicable standard during the next standards revision. Standards and publications are adopted by TIA/EIA in accordance with American National Standards Institute (ANSI) patent policy. The TIA web site is: <http://www.tiaonline.org/>

- FIBER OPTIC TEST STANDARDS, TIA/EIA-526 (SERIES)

The TIA/EIA-455 series, together with its addenda, provides uniform test procedures for testing the fiber optic components intended for, or forming a part of, optical communications and data transmission

systems. This series contains standard test procedures for optical fibers, cables, transducers, and connecting and terminating devices.

- CUSTOMER OWNED OUTSIDE PLANT (OSP), ANSI/TIA/EIA-758

The ANSI/TIA/EIA-758 provides industry standards for the design and construction of customer owned OSP infrastructure. Unless specified otherwise by the PUD, OSP designed and constructed within the PUD area will be in compliance with ANSI/TIA/EIA-758.

- NATIONAL ELECTRIC SAFETY CODE

The NESC sets the ground rules for practical safeguarding of persons during the installation, operation, or maintenance of electric supply & communication lines & associated equipment. It contains the basic provisions that are considered necessary for the safety of employees & the public under the specified conditions. The NESC continues to be a stronghold in the U.S. electrical industry & communications fields & serves as the authority on safety requirements for power, telephone, cable TV, & railroad signal systems.

Pricing

The Proposer should supply a summary of pricing along with enough detail for the Owner to understand the pricing proposal. Pricing should be provided as detailed below.

The Proposer will be providing several different functions for the Owner at different stages of the project. JPUD is asking that the Proposer provide pricing accordingly. **Note that all quoted prices should include the cost for all supplies, supervision, transportation, and other overhead needed to complete the tasks.**

JPUD has done an extensive amount of study into the feasibility of building a fiber system in the current project areas. For a copy of the official feasibility reports please email broadband@jeffpud.org.

Please provide pricing as follows:

- The Owner wants not-to-exceed pricing for each of the following tasks:
 - network design; including labor and material estimates for construction of the designed system
 - preparing bid package information and construction drawings to place into an RFP to select the construction company.
 - identifying rights-of-ways.
 - acquiring permits and rights of way authority.
 - preparing final as-built drawings including splice records and GIS eq. Locations; supplying as-built drawings in an electronic format (or formats) acceptable to Owner and network Operator.

- construction Management/Inspection services – including construction tabulations, weekly reports, and modifications to construction drawings for feed into as-built documentation.
- The RFP asks for assistance in construction inspection and supervision. The PUD understands that it may be difficult to give a fixed price for this function before the network is designed. The Proposer may provide a guaranteed hourly or daily rate for this work and describe the sorts of functions to be performed in this area. Also provide a cost estimate for the function but note that only the hourly or daily rate will be fixed with the proposal and not the total estimate.
- The RFP has also asked for an optional proposed price if the Proposer wants to perform purchasing and warehousing functions. If the Proposer elects to bid on these functions, supply a separate proposed not-to-exceed price for each task. If the selected Proposer does not propose to offer these functions, these functions will be added to the work requirement for the construction contractor.

In preparing the Proposer's pricing, the Proposer should note the following: The Proposer will be expected to execute and complete all specified work to the satisfaction of the Owner in accordance with good technical practices, with due diligence and in accordance with the requirements, stipulations, provisions and conditions of this RFP, applicable law, and the resulting contract.

The Owner reserves the right to choose all or some of the additional functions listed in this Section.

1.23 Invoice and Payment Clause

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Owner. The selected Proposer may submit invoices to the designated Owner Project Manager in accordance with the schedule to be negotiated and included in the contract. Upon approval of each invoice, the Owner will process payment to the selected Proposer. Invoices must provide clear descriptions of the work performed. Invoices should be detailed enough to allow the Owner to understand the work being performed. Any change orders to the agreed upon contract will include a formal change order process with associated pricing adjustments.

Additional Information

Please include:

- Applicable company brochures.
- Information regarding Proposer's resources that are deemed advantageous to the success of the project. This might include other management capabilities and experience, general equipment list, technical resources, and/or operational resources not directly assigned to this project, but available if needed.
- Comments about proposed schedule included in Section 4.7.4 "Schedule of Activities" of this RFP, including whether the Proposer can support this schedule, or possible availability dates.
- General comments or suggestions.

- Solution sketches as appropriate.
- Other information Proposer may deem relevant and useful to The Owner in the evaluation of the RFP response.

General Provisions

1.24 RFP Acceptance and Rejection

The Owner reserves the right to accept any proposal or part of a proposal; to reject any or all proposals; to waive irregularities or informalities in any proposal; and to make the award, if any, in any manner deemed in the best interest of the Owner.

1.25 Presentations and Site Visits

Any or all Proposers may be invited to make a presentation in person or by conference call. If so, the Owner will notify Proposer of the date and time of its presentation. In addition, certain Proposers may be asked to participate in one or more site visits with the Owner's representatives to investigate the Proposer's ability to meet the project requirements. All costs incurred by the Proposer in the presentations or site visits will be the responsibility of the Proposer.

1.26 Selection Criteria

The Owner intends to select and contract with the Proposer that demonstrates, in the Owner's opinion, the highest degree of technical and professional merit for these services at a reasonable cost as determined in the sole discretion of the PUD. The lowest cost proposal will not necessarily be a successful proposal. Evaluations will be structured, systematic and fair. The PUD will then negotiate with the selected firm over the technical aspects of the scope of work, deliverables, schedule, and fees. However, if a negotiated agreement cannot be reached, JPUD may choose to open negotiations with the Proposer that demonstrates the next highest degree of merit as determined in the sole discretion of the PUD. JPUD is not bound by any oral or informal explanation of the requirements of the PUD for this project.

1.27 Contract Cancellation

If the Proposer's proposal progresses to a contract for services, The Owner reserves the right to terminate all or any part of the contract at any time upon prior written notice to the Proposer. Thereafter, the PUD will pay Proposer's costs properly allocated to work performed prior to the termination.

1.28 Indemnification

1. To the maximum extent permitted by law, Proposer shall defend , indemnify and hold harmless JPUD, JPUD's Board of Commissioners, officers, agents, and employees from any and all claims, demands, suits, causes of action, losses (financial or otherwise), liabilities, damage, and expenses (including but not limited to reasonable attorney's fees) for personal loss, injury, sickness, disease, or death to persons (including but not limited to Bidder's employees, agents, representatives and Subcontractors or its employees) and loss, damage to or destruction of JPUD's property or the property of any other

person or entity including loss of use resulting therefrom (and including but not limited to Proposer's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or resulting from negligent services performed by Proposer, its Subcontractors and suppliers of any tier. But nothing herein shall be construed as making Proposer liable for any injury, death, loss, damage, or destruction caused by any negligence of JPUD.

1.29 Miscellaneous

All Proposers must disclose any potential conflict of interest with JPUD, any of its employees or its consultants.

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. The successful Proposer and any of its subcontractors that are engineering firms will be required to certify that they are authorized to do business in the State of Washington.

The Proposer may be required to demonstrate financial stability to JPUD.

If selected, Proposer will be required to comply with the requirements established herein, unless otherwise agreed to in writing by JPUD and Proposer.

Each Proposer shall hold all information provided in its proposal in confidence and shall not reveal its proposal to or discuss its proposal with others until all relevant contracts pursuant to this RFP have been awarded. By the submission of a proposal, the submitting Proposer represents and warrants that in connection with the proposal:

1. The prices or other information stated in the proposal has been arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

2. The prices or other information stated in the proposal have not knowingly been disclosed by the Proposer and shall not knowingly be disclosed by the Proposer prior to the award of any contracts.

3. No attempt has been made nor will be made by the Proposer for the purpose of restricting competition, to induce any other person or Proposer to submit, or conspire with any other parties to restrict or otherwise manipulate prices or competition relating to this RFP or any resultant contracts.

JPUD does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring, and firing of staff, selection of volunteers and vendors, and provision of services. JPUD is committed to providing an inclusive and welcoming environment for all members

of our staff, citizens, volunteers, contractors, vendors, and clients. JPUD expects the Proposer to comply with these standards.

Exhibit I

Acknowledgement of RFP and Intent to Respond

You must complete this form if you wish to be notified of the responses to any questions asked by potential Proposers.

Please complete this page and return via email to: broadband@jeffpud.org

I _____
(Authorized Individual)

Representing _____
(Company Name)

have received The Owner's Request for Proposal for the Design and Construction Management of the planned FTTP network for Jefferson County Public Utility District.

Please send my Company the responses to any questions posed by potential Proposers to:

_____ Name

_____ email address

Attachment A: Certificate of Insurance

Bonds, Insurance

The successful respondent will be required to carry insurance of the kind and in the amounts shown below for the life of the project.

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER:

INSURED:

ADDITIONAL INSURED: Jefferson County Public Utility District (JPUD), its officials, employees, agents, and representatives

AGENT:

GENERAL OR BUSINESS LIABILITY INSURANCE:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

Claims Made

Occurrence

LIMITS: [Minimum]

Bodily Injury and Death:

\$2,000,000 for one person

\$2,000,000 for each occurrence

Property Damage:

\$1,000,000 for each occurrence

-OR-

Combination Single Limit Policy

\$1,000,000 or more

REQUIRED ENDORSEMENT: Include an "all services, products, or completed operations" endorsement.

COVERAGE PROVIDED:

Operations of Contractor: YES

Operations of Sub-Contractor (Contingent): YES

Does Personal Injury Include Claims Related to Employment? YES

Completed Operations/Products: YES
Contractual Liability (Broad Form): YES

Governmental Immunity is waived: YES

Property Damage Liability Includes:
Damage Due to Blasting YES
Damage Due to Collapse YES
Damage Due to Underground Facilities YES
Broad Form Property Damage YES

ALL APPLICABLE VEHICLE LIABILITY INSURANCE:

Policy No. _____

Effective Date: _____

Expiration Date: _____

Insurance Company:

Any Applicable vehicle

LIMITS: [Minimum]

Bodily Injury:
\$2,000,000 each person \$2,000,000 each occurrence

Property Damage:
\$2,000,000 each occurrence

-OR-

Combined Single Limit Policy: \$2,000,000 each occurrence

ARE ANY DEDUCTIBLES APPLICABLE TO BODILY INJURY OR PROPERTY DAMAGE ON ANY OF THE ABOVE COVERAGES:

If so, list: Amount: \$_____ [Not to exceed \$1,000.00]

WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY:

Worker’s Compensation per Minnesota Statute

Employer’s Liability shall have minimum limits of \$500,000 per accident, \$500,000 per employee, \$500,000 per disease limit.

Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide JPUD with a letter verifying their number of employees.

PROFESSIONAL LIABILITY INSURANCE:

\$1,000,000 per occurrence

\$2,000,000 aggregate

CONTRACTOR MAY NOT BEGIN WORK UNTIL A CERTIFICATE OF INSURANCE COVERING REQUIRED INSURANCE IS APPROVED AND THE PROJECT MANAGER HAS ISSUED A NOTICE TO PROCEED. INSURANCE IS TO REMAIN IN EFFECT FOR THE DURATION OF THE ORIGINAL CONTRACT AND ANY EXTENSION PERIODS.

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL TEN (10) DAYS WRITTEN NOTICE TO THE PARTIES TO WHOM THIS CERTIFICATE IS ISSUED.

Dated at _____ On _____

BY: _____
Authorized Insurance Representative

Attachment B: Nondisclosure Agreement

This Agreement, dated this XXth day of YYYYYY, 2021 by and between the Jefferson County PUD ("PUD") and XXXXXXXXXXXX ("XXXX").

WHEREAS, the PUD needs to share certain information with XXXX to provide engineering support for the design and optional construction management of the PUD's planned FTTP network, which is directly related to the conduct of the utility's interest, and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows.

1. Disclosures. For purpose of the Discussions, each party shall disclose to the other party such Confidential Information as the disclosing party, in its sole discretion, may choose to disclose. All Discussions between the parties shall be deemed to be disclosure of Confidential Information and neither party shall be required to take any further action to identify the information disclosed as Confidential Information. The parties will attempt as reasonably practicable to label as "Confidential" any Confidential Information before disclosure, but all documents exchanged pursuant to this Agreement shall be deemed to be Confidential Information without need for identification as such.

2. Confidentiality and Nonuse. The receiving party shall accept the Confidential Information of the disclosing party for the sole purpose of the Discussions between the parties and any activity of the parties in furtherance thereof and will not, without prior written consent of the disclosing party, use such Confidential Information except for such purpose. Except as provided herein, or as required by law, the receiving party further agrees not to disclose the Confidential Information to persons other than employees, officers, directors, attorneys, consultants, representatives, and agents of the receiving party who will perform all or a portion of the duties of the receiving party and who are obligated to keep such information in confidence (hereinafter designated as such parties' "Representatives"). Prior to disclosing Confidential Information to a party's Representatives, each such Representative will be made aware of the nature of the Confidential Information and will agree to be bound by this Agreement.

The obligation of the receiving party not to use or disclose Confidential Information of the disclosing party shall not apply to information which: (a) at the time of disclosure by the disclosing party is in the possession of the receiving party and was not acquired, directly or indirectly, from the disclosing party with knowledge of its confidential nature; (b) is acquired by the receiving party from third parties which, to the knowledge of the receiving party, have not received such information in confidence from the disclosing party or from other third parties; or (c) is now or hereafter becomes, through no fault of the receiving party, a part of the public domain by publication or otherwise; (d) is independently developed by the receiving party without the use of Confidential Information; (e) is disclosed to any court, regulatory agency, or any other party as required by law; or (f) which, in the receiving party's judgment, it is required or deems it's advisable upon advice of counsel to disclose under the Washington State Public Disclosure Act (RCW 42.56), the Washington Open Public Meetings Act (RCW 42.30, *et seq.*), or any other applicable public disclosure requirement. In connection with any disclosure intended pursuant to exceptions (e) or (f), the receiving party (i.e.,

the party that initially received the Confidential Information that it intends to disclose) agrees to provide the disclosing party (i.e., the party that initially disclosed the Confidential Information) seven (7) days written notice of impending release and to cooperate with any legal action which may be initiated by the disclosing party to enjoin or otherwise prevent such release, provided that all expenses of any such litigation shall be borne by the disclosing party, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that the receiving party shall not be liable for any release which is either compelled by process of law, or where notice was provided and the disclosing party took no action to oppose the release of information.

3. Duration of Confidentiality. Unless otherwise agreed to in writing, the party shall continue to have obligations of secrecy under this Agreement beyond the expiration of this Agreement.

4. Documents Remain Property of Disclosing Party. All documents given to the receiving party as Confidential Information pursuant to this Agreement, and all copies thereof, whether whole or partial, shall be and remain the property of the disclosing party. Each party in its capacity as receiving party shall deliver all such documents and all copies or excerpts thereof to the disclosing party promptly upon the request of the disclosing party.

5. No License. Nothing in this Agreement shall be construed as giving either party a license or any other right to sell or use the Confidential Information of the other party under this Agreement. Neither party acquires any patent, copyright, trademark, or other intellectual property rights under this Agreement; neither party has an obligation under this Agreement to purchase any service or item from the other party, or to deal exclusively with the party in any field; and neither party under this Agreement may use the Confidential Information of the other party for marketing purposes, or sell services, assets or products using or incorporating Confidential Information.

6. Remedies and Indemnification. The parties acknowledge that a breach of this Agreement by one party could cause damage to the other party which is irreparable and immeasurable in terms of monetary value. For this reason, the parties agree that this Agreement may be specifically enforced, and they consent to the entry of such restraining orders and injunctions as maybe necessary to prevent a breach of this Agreement and to carry out its terms. This remedy shall not be exclusive, and either party may have such other and further relief as may be permitted by law.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington.

8. Venue; Jurisdiction. The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be Jefferson County, Washington unless otherwise agreed by the parties.

9. Attorneys' Fees. In the event either party to this Agreement finds it necessary to bring any suit, action, or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. Severability. If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

11. Term. this Agreement shall (unless extended by mutual agreement in writing) terminate two years after all FTTP engineering and design services are provided. In no event, however, shall termination of this Agreement affect the rights and obligations arising under this Agreement with respect to Confidential Information.

12. Miscellaneous. [Resolution No. 2016-012](#) in reference to a utility customer data privacy policy is incorporated into this Agreement as Exhibit A. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by a duly authorized representative of each party. This agreement may not be assigned by a party without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may be executed in counterparts, each of which, together, shall be considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their respective duly authorized representatives effective as of the day and year first above written.

XXXXXXXXXXXX

Jefferson County PUD

BY _____

BY _____

Title: _____

Title: General Manager

Date: _____

Date: _____

Attachment C: General Information

Legal Name of Applicant Firm _____

Street Address _____

City _____

State _____

Zip _____

Contact Person

Title

Phone Fax

E-mail address

Tax Identification Number