



**SECTION I  
NOTICE AND INSTRUCTIONS TO BIDDERS  
BID NUMBER 23BB0801**

**1. CALL FOR BIDS**

Sealed bids will be received by JEFFERSON COUNTY PUBLIC UTILITY DISTRICT NO. 1, on or before 2:30 p.m. Wednesday, April 19, 2023. If mailed, to its office at 310 Four Corners Road, Port Townsend, WA 98368, Attn: Karen Abbott, Broadband Administrative Assistant. If hand delivered, to its office at 191 Otto Street, Port Townsend, Washington, 98368, Attn: Karen Abbott, Broadband Admin Assistant. The proposals will be publicly opened and read at 3:00 p.m. at its office at 191 Otto Street, Port Townsend, WA 98368.

**Jefferson County PUD No. 1 is an RUS borrower and an equal opportunity provider and employer.**

**2. SCOPE OF WORK**

The Material to be purchased consists of:

**Outdoor Network Enclosure, per the attached technical specification (SECTION III), for the purpose of housing Calix PON electronics, splitter cartridges, and distribution panels for up to 1,152 customer connections, a dc rectifier system with battery back-up, and a receptacle for a back-up generator connection.**

**3. AVAILABILITY OF CONTRACT DOCUMENTS**

Contract documents are on file and written copies available in the District's main office, 191 Otto Street, Port Townsend, Washington. Electronic copies are available for download on the District's website at [jeffpud.org/projects-studies/](http://jeffpud.org/projects-studies/).

**4. SUBMISSION OF PROPOSAL**

Proposals must be delivered in a sealed envelope addressed to the District, plainly marked on the outside of each bid envelope "SEALED BID." **If mailed, they should be sent to 310 Four Corners Road, Port Townsend, Washington 98368, Attn: Karen Abbott, Broadband Administrative Assistant.** The name and address of the Bidder and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission and initialed and dated.

**5. BID SECURITY**

Each proposal shall be accompanied by a Certified Check or Cashier's Check payable to the order of the District for a sum not less than (5%) five percent of the amount of the bid, or accompanied by a Bid Bond in an amount not less than (5%) five percent of the total bid with a Corporate Surety licensed to do business in the State of Washington, conditioned that the Bidder will pay to the District as liquidated damages the total amount specified in the Bond unless entering into a contract in accordance with the bid and furnishing a Performance

Bond for not less than (100%) One Hundred percent of the contract price within (10) ten calendar days of being notified as being the successful bidder, as required by Section 54.04.080 R.W.C.

If a proposal is not accepted, the Certified Check, Cashier's Check, or Bid Bond will be returned within (30) thirty calendar days after bid opening to the Bidder furnishing same, except that of the successful Bidder shall be retained until a contract is entered into and a Performance Bond furnished as mentioned above.

If the successful Bidder fails to enter into a contract and furnish the Bond within (10) ten calendar days of the date of being notified as being the successful Bidder, the check or Bid Bond and the amount thereof shall be forfeited to the District. No Bidder shall be permitted to withdraw a bid within a period of (30) thirty calendar days after the actual date on which the bids were opened.

## **6. BID EVALUATION**

The District will evaluate bids received for responsiveness and will evaluate the responsibility of the Bidder along with the pricing provided on the bid form. Bid award is subject to Commission approval.

Bids will be reviewed based on price, completeness and contributed design details that illustrate the Vendor's understanding of the requested scope of work or that enhance performance/aesthetics of the proposed work as well as warranties and manufacturer's cancellation policy.

Bids which contain or are conditioned upon different terms provided by the Bidder shall be rejected as non-responsive. Any bid which attempts to disclaim liability for the Bidder's negligence or disclaim liability for damage, which arises from Bidder's acts to person or property, shall be deemed non-responsive.

The District reserves the right to reject any and all alternative offers or bids, without further explanation, and to accept an alternative or bid which will, in their sole and absolute judgment, under all circumstance best serve the interest of the District.

## **7. EXECUTION OF CONTRACT**

The Contract, when executed, shall be deemed to include the entire agreement, or any portion thereof, between the parties thereto, and the Vendor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the District or by any other person.

## **8. PROPOSAL IRREGULARITIES OR ERRORS**

The District reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to the District that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they may occur prior to the execution of any contract that may be awarded thereon.

## **9. EQUIVALENT MATERIALS**

Proposals for equivalent materials may be considered by the District if detailed information furnished by the Bidder shows that such materials substantially comply with the specifications herein.

## **10. SUBMITTAL DATA**

Complete Outdoor Network Equipment data and specifications shall be furnished with all bids. The winning bidder will be required to submit an electronic version upon notice of award as well.

**11. EMPLOYER'S IDENTIFICATION NUMBER**

In carrying out the requirements of Presidential Executive Order 10936, the Bidder must furnish with the Bid, the firm's Employer's Identification Number. This is the number which is used by companies when filing their "Employer's Quarterly Federal Tax Return," U.S. Treasury Department Form 941.

**In addition, the Vendor must be registered in SAM.gov with no active exclusions.**

**12. DELIVERY DATE**

The delivery date shall be as soon as possible (as indicated by the Bidder in the Proposal). Delivery date may be used as a factor in deciding the award of the Contract.

**13. CONTRACT NUMBER**

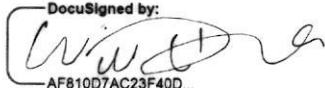
At the time of the execution of the Contract, a contract number will be assigned by the District to identify the Contract. All shipments and documents relative to this Contract should be plainly marked with this number for identification purposes.

**14. PUBLIC RECORDS ACT**

The District is subject to the disclosure obligations of the Washington Public Records Act of RCW 42.56. The Bidder expressly acknowledges and agrees that its Bid and any information Bidder submits with its Bid is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose Bidder's proposal and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

PUBLIC UTILITY DISTRICT NO. 1  
OF JEFFERSON COUNTY

By:   
DD02775FB8DD420...  
Kevin Streett  
General Manager

  
AF810D7AC23F40D...  
Will O'Donnell  
Communications & Broadband Director

Dated: 3-15-23