

BID DOCUMENT NO. 383-11

OKANOGAN COUNTY PUD

**INVITATION & INSTRUCTIONS TO BIDDERS,
BID & CONTRACT FORMS
AND SPECIFICATIONS**

FOR

**NETWORK EQUIPMENT
PROCUREMENT BID**

September 1, 2011

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INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN THAT OKANOGAN COUNTY PUD (OKPUD) does hereby invite sealed proposals as described and in accordance with Bid Document No. **383-11, NETWORK EQUIPMENT PROCUREMENT**, obtainable as an electronic download in .pdf format from the following URL <http://www.okanoganpud.org/rfp.htm>.

Proposals for this project must be sealed, marked:

Bid Document No. 383-11 and filed with: Okanogan County PUD, C/O: **Ron Gadeberg** office located at District at 1331 Second Ave N, Okanogan, Washington, or by mail at P.O. Box 912, Okanogan, WA 98840, by **Friday September 30, 2011 at 4:00PM**.

BID SECURITY AND BONDS: The following RFP will require a bid bond or cashier's check and upon award a payment bond.

RETAINAGE: The following bid will not require retainage.

REJECTION OF BIDS: OKPUD reserves the unqualified right in their sole and absolute discretion to waive any informality and to reject any or all bids, and to accept the bid, which in their sole and absolute judgment will, under all circumstances, best serve the interest of OKPUD.

PART I INSTRUCTIONS TO BIDDERS

IB-1 PREPARATION AND SUBMISSION OF BIDS

1.1 BIDDER IS SOLELY RESPONSIBLE TO SEE THAT ITS BID IS SUBMITTED IN PROPER FORM. BIDDER'S FAILURE TO FOLLOW THESE INSTRUCTIONS MAY CONSTITUTE CAUSE FOR REJECTION OF THE BID.

1.2 OKPUD will make available to each Bidder a copy of the Bid Document and two (2) extra copies of the Bid Forms. Bidder shall submit each bid in duplicate on the forms provided. Bidder shall properly execute all copies, fill in all blank spaces and initial and explain in writing any interlineations, alterations or erasures.

1.3 Each bid shall contain the following:

1. The date of the bid.
2. The full business address of the Bidder, including the street address if that differs from the mailing address.
3. Bidder's signature.
 - (a) For bids by partnerships, signature with the partnership name followed by the signature of one or more of the general partners authorized to bind the partnership and a list of the names and addresses of all partners.
 - (b) For bids by corporations/limited liability companies, signature with the legal name of the corporation/limited liability company followed by the signature and designation of the corporate officer(s) authorized to bind the corporation/limited liability company and a designation of the state of incorporation/formation. The corporation/limited liability companies will affix their Corporate Seal when available. If the corporation/limited liability does not have a Corporate Seal the company will denote as such.
 - (c) The name of each person signing shall be typed or clearly printed below the signature. Upon request, Bidder shall furnish to OKPUD satisfactory evidence of the authority of any person who signs on behalf of a partnership or corporation.

1.4 Each Bidder shall quote on all items in the Bid Schedule including options and addenda, if any, unless otherwise expressly stated in the Bid Document. OKPUD will not entertain partial bids, unless the Bid Document expressly so provides. If the Bid Document states that certain items are optional, Bidder shall insert the words "no bid" in the space provided for any optional item on which it makes no bid.

1.5 Bidder shall enclose its bid in a sealed envelope distinctly labeled "Bid Proposal – Procurement and Supply Chain Management Services." The sealed envelope shall designate: (1) the Bid Document number, (2) the title of the Bid Document, and (3) the name and address of the Bidder.

1.6 Bidder is solely responsible for timely delivery of its bid. Bidder shall follow the delivery directions contained in the Invitation for Bids regarding address, date and hour. Bidder may either mail or deliver its bid. **OKPUD WILL NOT ACCEPT BIDS TRANSMITTED BY FACSIMILE OR ELECTRONIC COMMUNICATION.**

1.7 OKPUD reserves the right to provide addenda(s) or extend the time for receiving and opening bids. OKPUD will provide any addenda(s) or give notice of the extension prior to the opening of bids.

IB-2 QUALIFICATIONS OF BIDDER

- 2.1 Bidders and all subSuppliers must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:
- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
 - (b) Have a current state unified business identifier number;
- 2.2 In addition to the bidder responsibility criteria in subsection 2.1 of this section, Pursuant to RCW 54.04.085 unless prequalified under said statute by OKPUD, the Bidder shall submit with its bid, on the form included as Attachment "A" – Procurement Unit Pricing (1) a statement of Bidder's experience with the type and magnitude of work described in this Bid Document, (2) Bidder's technical qualifications. This statement shall be sufficient to enable OKPUD to determine that Bidder has the necessary experience and ability to provide all material items, has the organization, technical qualifications, financial resources, ability to comply with time schedules, record of performance, integrity and skill to properly and timely perform the Work described in the Bid Document.
- 2.3 Each Bidder shall submit with its bid estimated lead time schedule including, if applicable, its proposed method of conducting the Work, define the local supply chain process to hand all material and the list of equipment and other materials which it will use (see Attachment "A" & Attachment "B"). This submittal data shall be sufficiently complete and detailed to show compliance with the Bid Document.
- 2.4 OKPUD reserves the right to reject any bid if OKPUD's review of the above submittals and its investigation fail to establish that the Bidder possesses, to the satisfaction of OKPUD, in its discretion, the qualifications necessary to fully, properly and timely carry out all obligations described in this Bid Document.

IB-3 EXAMINATION OF DOCUMENTS

- 3.1 Each Bidder, before submitting its bid, must carefully examine the complete Bid Document and any addenda. Each Bidder must fully examine and inform itself about all conditions which might in any way affect performance or cost of the Work. Bidder's submitting of its bid shall constitute conclusive evidence that the Bidder has made these examinations and that it understands all requirements for the performance of the Work. By submitting its bid, Bidder warrants that it:
- 1) Has taken all reasonable steps to determine the nature and location of the Work and local office presence to support all supply chain management duties to distribute material based on the deployment schedule, construction activity;
 - 2) Has investigated and satisfied itself about the general and local conditions which may affect the Work or its cost, including but not limited to:
 - (a) Conditions bearing upon acquisition, transportation, disposal, handling and storage;
 - (b) The availability of labor, materials, water, power, and access;
 - (c) Uncertainties of weather, river stages, water tables or other physical conditions at the site;
 - (d) The condition of the work site; and
 - (e) The equipment and facilities needed to perform the Work;
 - 3) Has satisfied itself as to the character, quality and quantity of obstacles to be encountered

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insofar as the information is available from a thorough inspection of the work site, careful review of the Bid Documents, all information referenced in the Bid Document, and all other information reasonably available relating to the Work; and

4) Has satisfied itself as to the adequacy of time allowed for the completion of the Work.

Bidder's failure to take the actions described above shall not relieve it from responsibility for estimating properly the difficulty and costs of successfully, properly and timely performing the Work or from proceeding to successfully perform the Work without additional expense to OKPUD. The Bidder agrees that OKPUD shall not be liable for any claim for additional payment or additional time if the claim directly or indirectly results from the Bidder's failure to fully investigate and familiarize itself with the conditions under which the Work is to be performed. The Bidder shall be familiar with and comply with all federal, state, tribal and local laws, ordinances and regulations applicable to the Work or which are reasonably likely to become applicable to the Work during the time of its performance.

3.2 The Bid Document consists of:

Part I Instructions to Bidders; Part II Bid Forms; Part III Bid Units/Bidding Schedule; Part V Contract Forms Part VI Special Conditions

Bid Form Attachment "A"

Unit Descriptions Attachment "B"

3.3 If a Bidder finds discrepancies in or omissions from the Bid Document, or if the intent or meaning of the Bid Document is unclear, obscure or ambiguous, or if a Bidder deems it necessary to qualify any condition or provision in the Bid Document, the Bidder shall at once forward to OKPUD a written request for interpretation, clarification, correction or qualification before submitting its bid. The Bidder making this request is solely responsible for its timely receipt. OKPUD must receive all requests not later than ten (10) calendar days before the closing time for receipt of bids. OKPUD will reply only in the form of addenda. OKPUD shall neither be bound by, nor responsible for, any explanations, interpretations, clarifications, corrections or qualifications of the Bid Document other than those given in written addenda as specified in this paragraph. **A BIDDER'S FAILURE TO FOLLOW THE PROCEDURE DESCRIBED IN THIS PARAGRAPH SHALL BE A BASIS FOR REJECTING THE BID.** No interpretation, clarification, correction, qualification, amendment, or modification shall be valid unless set forth in an addendum signed by OKPUD. OKPUD shall not be bound by, and hereby objects to, any term, condition or other provision which is different from or in addition to that contained in the Bid Document or addenda.

3.4 Bidder shall direct all questions about this Bid Document to OKPUD.

IB-4 ADDITIONAL INFORMATION

4.1 Before submitting its bid, Bidder shall make all arrangements necessary to become fully informed about all existing and potential conditions, circumstances and matters which may in any way affect the performance and the cost of the Work.

4.2 The Special Conditions section SC-11, designates the process for submitting pre-bid questions (if any). Any pre-bid questions must be submitted no later than **3:00 P.M., Friday September 23, 2011** to be considered for response. Bidder's failure to submit any pre-bid questions or to fully investigate the RFQ shall not release the Bidder from full responsibility for the performance of the Work.

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- 4.3 RCW 39.04.082 provides that the Contract Documents are, to the extent reasonably obtainable, to include those provisions of federal, state and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources which affect or are affected by the Work. These Contract Documents incorporate by reference those provisions. Supplier shall fully comply with this legislation and with all applicable federal and state orders, permits, approvals, certifications, licenses, ordinances and regulations and any other applicable environmental legislation.
- 4.4 State of Washington sales tax shall not be included per line item in the bid price(s). Sales tax upon sales and rentals to the Supplier or subSupplier of tools, machinery, equipment and consumable supplies which are primarily for use by the Supplier rather than for resale as a component part of the finished structure shall be included in the bid price(s). WAC 458-20-170.

IB-5 OKPUD'S MODIFICATION OF BID DOCUMENT

- 5.1 OKPUD expressly reserves the right to modify any part of the Bid Document at any time prior to the date set for receipt of bids. Modifications, if any, will be in the form of written addenda which will be sent to all parties which have received copies of the Bid Document. However, Bidder's failure to receive any addenda shall not relieve it from the obligation of submitting its bid in full compliance with the Bid Document and all addenda to the Bid Document. Thus, prior to submitting its proposal, Bidder shall independently verify that it has received all addenda.

IB-6 MODIFICATION OF BIDS

- 6.1 A Bidder may modify its bid by written request or facsimile communication at any time prior to closing time for receipt of bids, provided that OKPUD receives the complete request at the place of opening prior to the closing time for receipt of bids, and in the case of facsimile communication, provided that OKPUD receives by the third day after closing date written confirmation, signed by the Bidder and postmarked before the closing date and time. Despite the provisions of this paragraph, OKPUD will not accept bids transmitted by facsimile equipment or other forms of electronic communication.
- 6.2 Bidder is solely responsible for timely receipt by OKPUD of any modification of its bid. The unavailability for any reason of OKPUD's facsimile equipment for receipt of Bidder's transmission of its modification shall not relieve Bidder of the responsibility set out in the preceding sentence.

IB-7 WITHDRAWAL OF BIDS

- 7.1 A Bidder may withdraw its bid either personally, by facsimile equipment communication or by written request, provided that OKPUD receives Bidder's notice of bid withdrawal at the place of opening prior to the scheduled closing time for receipt of bids and, in the case of facsimile communication, provided that OKPUD receives by the third day after the closing date written confirmation signed by the Bidder and postmarked before the closing date and time.
- 7.2 Bidder is solely responsible for timely receipt by OKPUD of any withdrawal of its bid. The unavailability for any reason of OKPUD's facsimile equipment for receipt of Bidder's transmission of its withdrawal shall not relieve Bidder of the responsibility set out in the preceding sentence.

IB-8 REJECTION OF BIDS

- 8.1 OKPUD reserves the right to reject any bid or all bids, and to waive any informality in bids received.
- 8.2 OKPUD may consider irregular and reject bids if any of the unit prices are unbalanced, either above or below the amount of a reasonable bid.

IB-9 BONDS, INSURANCE CERTIFICATES AND STATEMENTS

- 9.1 Each bid shall be accompanied by a certified check or cashier's check payable to the order of Okanogan County Public Utility District, for a sum not less than ten percent (10%) of the amount of the Total for Bid Comparison, or accompanied by a Bid Bond.
- 9.2 The Bidder which receives the award of Contract must supply a Payment Bond executed as surety by a corporation authorized to issue surety bonds satisfactory to OKPUD, for one hundred percent (100%) of the Total for Bid Comparison. The successful Bidder shall include the entire cost of the Payment Bond in its bid prices for the various items of work.
- 9.3 If the Contract Documents require the successful Bidder to provide insurance coverage, the successful Bidder must, at the time of the execution of the Contract, deliver to OKPUD, two (2) copies of the Certificate of Insurance, completed by Bidder's insurance carrier or agent certifying that the minimum insurance coverages are in effect and certifying that OKPUD is an additional insured as required by the Contract Documents.

IB-10 EVALUATION OF BIDS

- 10.1 OKPUD will evaluate a bid item based on Bidder furnishing the item in full compliance with the Bid Document.
- 10.2 The unit price will govern if an error occurs in arithmetic extension. The correct result governs in the case of arithmetic errors.
- 10.3 OKPUD, in evaluating the bids, will consider all factors, whether specifically listed or not, which will affect the final cost to and benefits to be derived by OKPUD. These factors include: proposal prices, time of completion, compliance with the bid document, Bidder's experience, past record of the Bidder in meeting commitments, qualifications of Bidder's personnel, Bidder's equipment available for performance of the Work, Bidder's ability, financially or otherwise, to properly perform the Work, and all anticipated OKPUD expenses which may vary between Bidders. If the bid covers furnishing manufactured equipment, OKPUD will also consider the design and construction of the equipment, its performance, the cost of operation and maintenance and, if applicable, the character and location of Bidder's service facilities.
- 10.4 Evaluation criteria will be determined by the following:
 - (a) Ability to provide all material outlined in Attachment "A"
 - (b) Competitive Pricing based on the total amount of procurement

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10.5 Evaluation weighing criteria and their relative importance to the successful bidder:

Criteria Item	Evaluation Description	Met	Score
All Material Items	Outlined pricing and availability for all of the material items listed in Attachment "A".		
Response Pricing	Perform an line item pricing review and total response price based on all bidders		
Project References	Provide project references for the distribution, management and supply of material as outlined in the RFQ		
Evaluation Criteria's Met			
Evaluation Criteria's Score			

Score will be based on the information provided in the response and evaluated between 1 – 10 points (Low – High)
All Criteria Items must be met in the respondent's proposal, which result in an "X" within the met column.

IB-11 AWARD OF CONTRACT

- 11.1 OKPUD will award this Contract in whole with all procurement items, as soon as practicable, based on the evaluation weighing scoring, price and other factors considered, provided that the bid is reasonable, complete and that it is in the best interest of OKPUD to accept it.
- 11.2 OKPUD will not, under any circumstances, be responsible for the reimbursement of any costs which any Bidder incurs in the preparation of its bid.
- 11.3 OKPUD will notify the successful Bidder in writing of the award of Contract within thirty (30) days after opening of bids. OKPUD will forward the Contract documents to the successful Bidder with the notification. Within thirty (30) calendar days after written notice of award, the successful Bidder shall deliver to OKPUD four (4) executed copies of the Contract.

PART II BID FORMS

SECTION 1 PROPOSAL

The undersigned proposes and agrees to furnish all plant, labor, materials, tools, supplies, equipment, transportation, supervision, design, services, goods and other things in strict conformity with the above Bid Document and addenda, if any, for the prices listed in the attached Bid Schedule.

The undersigned represents and warrants that:

1. This bid constitutes a firm unit offer per line item which cannot be withdrawn for sixty (60) consecutive calendar days after OKPUD's opening of the bids.
2. It has carefully examined the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Bid Forms, Contract Forms, General Conditions, Special Conditions, Technical Provisions and Contract Drawings (if needed) and any addenda.
3. By careful examination of the Contract Documents and any addenda, all applicable federal, state, tribal and local statutes, regulations and codes, and all other pertinent general and local conditions and matters, it has satisfied itself as to the nature, location, character, quality and quantity of the Work and as to the conditions and other matters which may be encountered or which may affect performance of the Work or its cost.
4. It is thoroughly experienced in and competent to fully perform all tasks specified in the Contract Documents in full conformity with that document.
5. It has carefully checked all words and figures shown in the attached Bid Schedule.
6. Its bid meets or exceeds the requirements of and fully complies with the Contract Documents, including any addenda. To the extent that any document that contains statements which do not fully comply with the representation and warranty of the preceding sentence (e.g., Bidders standard terms and conditions, sales policy, etc.) accompanies the undersigned's proposal, OKPUD is entitled to consider those statements as null, void and of no effect in the award of the Contract.
7. If awarded the Contract, it will execute and deliver to OKPUD the written Contract with the Certificates of Insurance. all in the form required by the Bid Document, within thirty (30) calendar days after the written notice of award.

Bidder acknowledges receipt, understanding, and full consideration of the following addenda issued prior to the date for receipt of bids:

NAME OF BIDDER:	
CORPORATIONS/LIMITED LIABILITY COMPANIES, STATE OF INCORPORATION/FORMATION:	
FOR PARTNERSHIPS, FULL NAMES OF ALL PARTNERS:	
WA State Supplier Reg. # UBI # Employment Security Dept. #	
SIGNED BY: TITLE: ADDRESS:	

PART III BID UNITS/BIDDING SCHEDULE

The bid price(s) set out below is based on firm, fixed unit (feet/ea) price(s). All prices are in U.S. dollars. The undersigned proposes to furnish all materials, supplies, equipment, transportation, supervision, design, services, goods and other items to complete the Work in strict compliance with the contract documents for the amount listed:

- (a) The final line item pricing will be used to place order(s) for the procurement of a broadband project;
- (b) The final line item purchased quantities is subject to the completion of design which will define all ordering through a purchase order;
- (c) Estimated schedule has been defined for the sole purpose of the RFP to be within a month of award;
- (d) The estimated procurement schedule will be made through the issuance of two purchase orders; one following execution of the procurement agreement and the final toward yearend 2011.

PART V CONTRACT FORMS

REQUEST FOR FINAL PAYMENT, CERTIFICATE AND RELEASE

1. Supplier warrants that:

- (a) Supplier has fully completed all work described in the Agreement.
- (b) Supplier has fully paid for all labor, materials, equipment, services, taxes and all other costs and expenses relating to the Agreement. Upon the completion by the Supplier of the construction of the Project (or any Section thereof if the Supplier shall elect to receive payment in full for any Section when completed as provided above) but prior to payment to the Supplier of any amount in excess of one hundred (100%) of the total cost of all Assembly Units comprising the completed Project or such Section, the Supplier shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto, from all manufacturers, material men, and subSuppliers furnishing services or materials for the Project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the Project or such Section has been paid and that all such releases have been submitted to the Owner.
- (d) The following constitutes a complete itemization of all claims or potential claims of any nature whatsoever which the Supplier or any entity claiming through Supplier has or may have against OKPUD relating to the Agreement.

GC-1 GENERAL CONDITION

1.1 When used in these Contract Documents, the following terms shall have the following meanings:

- (a) "OKPUD" means Okanogan County Public Utility District
- (b) "Supplier" and/or "Bidder" means the entity that submits a bid(s) which is awarded the Contract.
- (c) "Contract Documents" or "Contract" means the Contract defined by the Utility.
- (d) The "Work" means the entire undertaking and includes all labor, materials, plant, tools,

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supplies, equipment, transportation, supervision, design, services, goods and other things necessary, appropriate or incidental to the carrying out and completion of all tasks described in the Contract Documents in full conformity with the Contract Documents.

(e) "Authorized Representative" means the individual(s) designated by OKPUD to serve as the representative of OKPUD in dealings with the Supplier.

(f) "Inspector" means that individual(s) designated by OKPUD as OKPUD's Inspector of the Work.

(g) "Observer" means the individual(s) designated by OKPUD as OKPUD's Observer.

(h) "Supplier's Representative" means the individual whom the Supplier designates in accordance with paragraph GC-16.2.

(i) "Architect/Contracting Officer" means the person or firm designated as the Architect/Contracting Officer.

GC-2 INTENT OF DOCUMENTS

2.1 The Contract Documents contain the entire agreement between OKPUD and the Supplier. Any understanding or communication of any kind preceding the date of execution of the Contract shall be binding only to the extent that it is set forth in writing in the Contract.

2.2 All parts of the Contract Documents are correlative and complementary. The Supplier shall perform any work required by one part but not mentioned in another to the same extent as though required throughout. The misplacement, addition or omission of a word or character shall not change the intent of any document from that contained in the Contract Documents as a whole.

2.3 If any provisions in the Contract Documents conflict, the Contract Documents shall take precedence in the following order:

- (a) Contract Agreement
- (b) General Conditions
- (c) Specifications - Technical Provisions
- (d) Contract Drawings

GC-3 DISCOVERY OF ERRORS, OMISSIONS OR DISCREPANCIES IN CONTRACT DOCUMENTS

3.1 If at any time the Supplier finds any discrepancy between the Contract Documents and the Work, or finds any errors, inaccuracies or omissions in the Contract Documents, it shall immediately inform OKPUD in writing. Any work done after reasonable opportunity to discover, but before receipt of written authorization from OKPUD, shall be at the Supplier's sole risk and expense.

GC-4 INSURANCE/RISK OF LOSS

4.1 The Supplier and each of its subSuppliers hereunder, if any, shall, at their own expense, obtain insurance as provided below from reliable insurance companies acceptable to OKPUD and authorized to do business in the state of Washington. Such insurance shall be in force at the time the Work is commenced and shall remain in force until the Work is accepted as complete by OKPUD, unless a later date is specified below. The Supplier and its subSuppliers shall maintain in force during the entire period of this Contract at least the following insurance:

- (a) Workers' Compensation Insurance. Workers' Compensation insurance as required by the laws of the state of Washington, and Employers' Liability insurance for all employees of the

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Supplier and subSuppliers in the amount of \$1,000,000 per accident.

If there is an exposure for injury to Supplier's or subSuppliers' employees under the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, or any similar laws, regulations or statutes, coverage shall be included for such injuries or claims.

(b) General Liability Insurance. Commercial General Liability insurance covering all operations by or on behalf of the Supplier and subSuppliers, on an occurrence basis, against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall provide coverage for:

- (1) Premises and operations;
- (2) Products and completed operations (which shall remain in effect for a period of at least three (3) years following the operations);
- (3) Explosion, collapse, and underground hazards;
- (4) Personal injury liability (with deletion of the exclusion for liability assumed under Contract);
- (5) Hostile fire pollution liability with a \$1,000,000 minimum limit per occurrence for bodily injury, personal injury and property damage combined, provided that policy aggregates, if any, shall apply separately to claims occurring with respect to the Work. The aggregate limits, if any, shall apply separately to each annual policy period.

(c) Automobile Liability Insurance. Automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, non-owned and hired vehicles used in the performance of the Work, with \$1,000,000 minimum limit per accident for bodily injury and property damage combined and containing appropriate No-Fault insurance provision wherever applicable.

(d) Property Insurance. If the Work consists of construction of a building or other structure or equipment installed on OKPUD property, property insurance in the amount of the compensation specified in item 3 of the Contract Agreement (Contract Forms) as well as modification of that amount for the Work at the site on a replacement cost basis without voluntary deductibles. This property insurance shall include interest of OKPUD, the Supplier, and subSuppliers of any tier in the Work. Property insurance shall be on an "all risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary building and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

(e) Aircraft/Watercraft Insurance. If the performance of the Work requires the use of any aircraft that are owned, leased, rented, or chartered by the Supplier or any of its subSuppliers, Aircraft Liability Insurance with a \$5,000,000 minimum limit per occurrence for property damage and bodily injury, including passengers and crew. If the performance of the Work requires the use of any watercraft that are owned, leased, rented or chartered by the Supplier or any of its subSuppliers, Watercraft Liability insurance with a minimum limit of \$1,000,000 per occurrence for property damage and bodily injury.

4.2 Endorsements:

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- (a) All insurance policies to be maintained by the Supplier shall provide for Waiver of Subrogation in favor of OKPUD.
- (b) All insurance policies, except Workers' Compensation, to be maintained by the Supplier shall:
 - (1) Provide Severability of Interests or Cross Liability Clause;
 - (2) Provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by OKPUD; and
 - (3) Name OKPUD, its officers and employees as Additional Insured.

4.3 Prior to commencing the Work, certificates evidencing that satisfactory coverage of the type and limits set forth above in paragraphs 4.1 and 4.2 shall be furnished to OKPUD. Such certificates shall be in a form acceptable to OKPUD and shall contain provisions that no reductions, cancellations or material changes in the policies shall become effective except upon 30-days written notice to OKPUD; provided, however, that no such reduction, cancellation or material changes in any policy shall relieve the Supplier of its obligation to maintain coverages in accordance with paragraphs 4.1 and 4.2 above.

4.4 In no event shall the amount or scope of the insurance required by this section place any limitation on the liability assumed by the Supplier elsewhere in this Contract.

4.5 Irrespective of the requirements as to insurance to be carried by the Supplier as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve the Supplier of any of its obligations.

4.6 Supplier shall defend, indemnify and hold OKPUD harmless from any failure of the Supplier or its subSuppliers to secure and maintain insurance as required by this Contract.

GC-5 WORKMANSHIP AND MATERIALS/COMPONENTS AND INSPECTION

5.1 All workmanship, materials and components shall be equal in quality to the best in the industry and area as determined by OKPUD. Unless the Contract Documents expressly provide otherwise, all materials and components shall be new and without flaws or defects of any type. These materials and components shall be well suited for the purposes of the Work and shall be as specified by patent or proprietary name and/or names of manufacturer.

5.2 The Supplier shall submit to OKPUD for approval detail drawings and prints of fabricated materials and components entering into the Work if the Contract Documents call for these submittals or if OKPUD requests them. Approval of these prints and drawings shall not operate to waive or modify any provision or requirement contained in these Contract Documents. These drawings and prints shall become the property of OKPUD.

5.3 The inspection of the Work will be conducted under the general direction of the Contracting Officer and will be inspected by Inspectors who will enforce a strict compliance with the terms of the Contract. The presence or lack of presence of the Inspector shall not relieve the Supplier or responsible agent of any responsibility for the proper execution of the Work.

GC-6 SAMPLES & INFORMATION / MATERIALS OR COMPONENTS

6.1 If the Contract Documents require, or if OKPUD requests, the Supplier shall submit for approval sample specimens of materials or components.

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6.2 If the Contract Documents require or if OKPUD requests, the Supplier shall furnish to OKPUD full information concerning any materials or components which it contemplates incorporating into the Work.

GC-7 through GC-9 are intentionally omitted.

GC-10 SUBSTITUTIONS OF MATERIALS OR PROCESSES

10.1 If the following specifications and/or Contract drawings do not allow for the substitution of "approved equal" materials, processes, components or items. Substituted materials items listed on the bid forms will be subject to a non-response and rejected.

GC-11 REFERENCED STANDARDS & SPECIFICATIONS

11.1 The Supplier shall perform all tasks in full compliance with the manufacturer's recommendations unless otherwise expressly specified in the Contract Documents.

11.2 Reference in the specifications to known standards such as codes, standard specifications, etc., promulgated by professional or technical associations, institutes or societies shall mean the latest edition of each standard adopted and published as of the date of the Invitation for Bids, unless otherwise specified in the Contract Documents. Each standard referred to shall be considered a part of the specifications. The following is a representative, though partial, list of such organizations, together with the abbreviation by

11.3 If applicable, all materials and equipment for which Underwriter's Laboratories, Inc., standards have been established and their label service available shall bear the appropriate UL label.

11.4 The specifications contained in the Contract Documents shall supersede any conflicting provisions of the applicable standards and any conflicting manufacturer's recommendations.

GC-12 through GC-14 are intentionally omitted.

GC-15 COORDINATION OF ACTIVITIES

15.1 Other Suppliers or OKPUD personnel may be working in the same area where the Supplier's work will take place. The Supplier must anticipate that this concurrent activity may interfere with or suspend its work from time to time. Unless this interference or suspension, in the opinion of the Architect/Contracting Officer or, if no Architect/Contracting Officer is designated for the Work, in the opinion of OKPUD, unreasonably delays the Work or unreasonably increases the Supplier's cost of performing the Work, it shall not entitle the Supplier to any time or price adjustment under the Contract. Further, the Supplier shall fully cooperate with other Suppliers and OKPUD personnel to avoid any delay or hindrance to their work. The Supplier shall coordinate its work with the work which others are performing. OKPUD direct that the Supplier and other persons mutually use certain facilities.

GC-16 INDEPENDENT SUPPLIER, SUPERINTENDENCE AND EMPLOYEES

16.1 The Supplier acts as an independent Supplier. It shall maintain complete control over all its employees and subSuppliers of any tier and their employees. The Supplier shall perform the Work in an orderly and workmanlike manner and enforce strict discipline among its employees and subSuppliers of any tier and their employees.

ACI	American Concrete Institute
AEIC	Association of Edison Illuminating Companies
AI	Asphalt Institute

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AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APWA	American Public Works Association
ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EEI	Edison Electric Institute
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IES	Illumination Engineering Society
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
OSHA	Occupational Safety & Health Administration
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WABO	Washington Association of Building Officials
WAC	Washington Administrative Code
WISHA	Washington Industrial Safety and Health Act

16.2 Before starting work, the Supplier shall designate in writing a representative who shall be authorized to represent and act on behalf of the Supplier. The Supplier's letter designating this representative shall clearly define any limitations of this authority. The Supplier's Representative shall be present at the work site at all times while work is actually in progress. During periods when work is suspended, if any, the Supplier shall either have its representative present or make arrangements acceptable to OKPUD for any work which may be required. The Supplier's Representative shall be supported by competent assistants if appropriate, and the Supplier's Representative and assistants shall all be satisfactory to OKPUD. All directions which OKPUD gives to the Supplier's Representative shall be as binding as if given to the Supplier.

16.3 The Supplier shall employ and allow employment of only competent and skillful persons to do the Work. If OKPUD notifies the Supplier that a person employed on the project, in its opinion, is incompetent, is disorderly, refuses to carry out the provisions of the Contract, uses threatening or abusive language, or engages in threatening or abusive conduct to any person involved in the Work or is otherwise unsatisfactory, the Supplier shall immediately remove that person and shall not re-employ that person on the Work without OKPUD's consent.

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- 16.4 The use, sale or possession by any employee of Supplier or subSupplier of any intoxicating liquor, controlled substance, drug not medically authorized, or other substance that impairs job performance or poses a hazard to the safety or welfare of the employee, other employees, the public or OKPUD personnel is strictly prohibited. The Supplier shall immediately remove, or cause to be removed, any employee or subSuppliers' employee who violates this provision.
- 16.5 The Supplier shall be responsible for labor relations. It shall assure that harmony exists among workers and trades on the project. The Supplier shall be responsible to see that no cessation or stoppage of work because of jurisdictional disputes occurs pending settlement of the dispute.

GC-17 SAFETY, SANITARY AND MEDICAL REQUIREMENTS

- 17.1 The Supplier, at its own costs and expense, shall protect its own employees, employees of subSuppliers, OKPUD employees and all other persons from risk of death, injury or bodily harm arising out of or in any way connected with the Work. The Supplier shall strictly comply with all safety orders, rules, regulations or requirements of all federal, state and local governmental agencies exercising jurisdiction over safety relating to the Work, including, but not limited to, federal OSHA and state WISHA regulations, and shall comply fully with all applicable safety requirements, policies and rules. The Supplier is responsible to notify OKPUD before use on OKPUD property of any hazardous material. The Supplier shall furnish to OKPUD a copy of any Material Safety Data Sheet (MSDS) relating to any hazardous material delivered and/or used on OKPUD property within twenty-four (24) hours of the arrival of such material on-site. The Supplier is further responsible for proper use and disposal of any hazardous material and for conducting operations in accordance with all local, state and federal guidelines and restrictions. The Supplier shall effectively carry out the safety, sanitary and medical requirements referenced in the Contract Documents, required by law, or appropriate to perform the Work properly and to protect the safety and health of all workers.
- 17.2 The Supplier shall stress safe practices by all workers and shall provide and enforce the use of guards, helmets, goggles and other safety devices required by federal and state laws and regulations.
- 17.3 The Supplier shall maintain all portions of the Work in a neat, clean and sanitary condition at all times. The Supplier shall supply toilets where needed for use by workers on the Work and shall strictly enforce their use.
- 17.4 The Supplier shall comply with all federal and state regulations pertaining to first-aid facilities.
- 17.5 If the Work involves trench excavation which will exceed a depth of four (4) feet, the Supplier shall utilize adequate safety systems for the trench excavation. These safety systems must meet all safety requirements, including those specified by WISHA.

Compliance with these requirements shall be included as a separate line item in the Supplier's bid (RCW 39.04.180).

- 17.6 Periodically OKPUD may arrange an inspection to verify compliance with laws, regulations and codes with representatives of organizations responsible for the enforcement of regulations relating to safety, sanitary and medical requirements.

GC-18 PROTECTION OF WORK AND THE ENVIRONMENT

- 18.1 The Supplier shall properly protect the Work, including all equipment and materials, from damage due to the nature of the work, the action of the elements, the carelessness of others, or any other cause, until the completion and acceptance of the Work. If any damage occurs, the Supplier shall repair it at its own expense, to the satisfaction of OKPUD.

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18.2 The Supplier shall rebuild, repair and restore any damage occurring before the final acceptance, and it shall bear all the expenses to do so, except damage caused by: (a) acts of God, such as earthquakes, floods or other cataclysmic phenomenon of nature, or (b) acts of war. The foregoing exceptions shall not apply if damages result from the Supplier's failure to take reasonable precautions or to exercise sound practices in conducting the Work. Nothing contained in this section shall be construed as relieving the Supplier from responsibility for, or damage resulting from, the Supplier's operations or its negligence.

18.3 The Supplier shall strictly adhere to the requirements of federal, county, or city permits. In addition, the Supplier shall also perform the work deemed necessary to conform to the rules and regulations required by the National Oceanic and Atmospheric Administration, or any other governing agency, and any other environmental stipulations regarding said permits.

If any violations are discovered, the Supplier shall stop work and immediately correct the violation without OKPUD incurring any additional costs.

RCW 39.04.120 provides that the Contract Documents are, to the extent reasonably obtainable, to include those provisions of federal, state and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources which affect or are affected by the Work. These Contract Documents incorporate by reference those provisions. Supplier may contact the Contracting Officer to arrange to examine the provisions. Supplier shall fully comply with this legislation and with all applicable federal and state orders, permits, approvals, certifications, licenses, ordinances and regulations and any other applicable environmental legislation.

GC-19 CLEANING UP

19.1 The Supplier shall keep the premises which it occupies, and access to the premises, in a neat, clean and safe condition, free from rubbish. Upon completion of any portion of the Work, the Supplier shall promptly remove all equipment, temporary structures and surplus materials which it will not use at or near the same location during later stages of the Work.

19.2 Upon completion of the Work, and as a precondition to final payment, the Supplier shall satisfactorily remove and dispose of all rubbish and debris resulting from its work and all its equipment, tools, buildings and unused materials. The Supplier shall leave the premises in a neat, clean and safe condition. If the Supplier fails to do this, OKPUD may, at the Supplier's expense, remove and dispose of, or have removed and disposed of, the rubbish and debris.

GC-20 OKPUD'S RIGHT TO TERMINATE OR TO SUSPEND WORK ORDERS

20.1 OKPUD may, at its discretion at any time, terminate this Contract or suspend work under this Contract by giving three (3) days written notice. The Supplier shall only be compensated on the basis of the total Contract that has been satisfactorily completed as determined by OKPUD.

20.2 OKPUD is acquiring this material subsequent to a RUS/BIP grant from the United States Department of Commerce. If for any reason the awarded grants become unavailable or are delayed to OKPUD the contract may be terminated, suspended, delayed or modified as OKPUD deems appropriate.

GC-21 and GC-22 are intentionally omitted.

GC-23 PROTEST PROCEDURE / WAIVER

23.1 If the Supplier disagrees with anything contained in a change order, any written order or any oral

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order from OKPUD, OKPUD's Authorized Representative or the Architect/ Contracting Officer (including any direction, instruction, interpretation or determination by any of the foregoing), the Supplier shall:

- a. Immediately, before doing the work, deliver to OKPUD a signed written notice of protest.
- b. Supplement the written protest within five (5) business days with a written statement providing the following:

Protest;

- (1) The date of the protested order;
 - (2) The nature and circumstances which cause the protest;
 - (3) The Contract provisions upon which the Supplier bases its
 - (4) The estimated dollar cost, if any, of the protested work and the method used to determine that cost; and
 - (5) If the Supplier is asserting a schedule change or disruption, an analysis of the progress schedule showing the schedule change or disruption.
- c. If the protest is continuing, the information required above shall be supplemented as requested by OKPUD.

23.2 Throughout any protested work, the Supplier shall keep complete records of all costs and time incurred. The Supplier shall provide OKPUD or its designee with access to these and any other records requested by OKPUD to evaluate the protest.

23.3 OKPUD will evaluate all protests, provided the procedures in this section are followed. If OKPUD determines that a protest is valid, OKPUD will adjust payment for work or time by an equitable adjustment through a change order in accordance with GC-21.

23.4 Despite any protest, the Supplier shall proceed promptly with the Work.

23.5 The Supplier accepts all requirements of a change order by: (a) endorsing it; (b) writing a separate acceptance; or (c) not protesting in the manner which this section requires. A change order which is not protested as required in this section shall be full payment and final settlement of all claims for Contract time and for direct, indirect and all other costs, including claimed costs of delays, related to any work either covered or affected by the change. By not protesting as this section requires, the Supplier also waives any additional entitlement and accepts OKPUD's written or oral order (including directions, instructions, interpretations and determinations). By failing to identify any claim as required by this section, the Supplier waives any claims for protested work.

23.6 The Supplier shall be solely responsible for any costs or expenses arising from its failure to request any instructions or interpretations.

GC-24 USE OF COMPLETED AND UNCOMPLETED PORTIONS

24.1 If OKPUD determines that all or any part of the material is in a condition suitable for use and the best interest of OKPUD requires its use, OKPUD may take possession of or use all or any part of the material.

24.2 OKPUD's use of all or any part of the material as authorized in this section shall in no case be construed as acceptance of all or any part of the material. This use shall neither relieve the Supplier of any of its Contract responsibilities, warranties or guarantees, nor act as a waiver by OKPUD of any of the Contract provisions. However, the Supplier will not be responsible for the cost of repairs or renewals required due to ordinary wear and tear as a result of this use.

GC-25 ACTS OF DEFAULT

25.1 Any of the following non-exclusive lists of events constitute default by the Supplier and a material breach of the Contract:

- a. The Supplier abandons the Work.
- b. The Supplier fails to supply sufficiently skilled workers, suitable materials or suitable equipment or performs work of a quality below that called for in the Contract Documents.
- c. The Supplier fails to maintain the schedule of work or fails to meet any of the schedules specified in the Contract Documents.
- d. The Supplier violates laws, regulations or orders of any public body having jurisdiction.
- e. The Supplier fails to make prompt payment for labor, materials, supplies or equipment or to subSuppliers.
- f. The Supplier fails to provide the approved Notice of Intent to Pay Prevailing Wages or fails to provide and maintain in effect the insurance required by GC-4, if applies.
- g. The Supplier fails to comply with the conditions, specifications or provisions of the Contract Documents.
- h. The Supplier is careless or incompetent as determined by OKPUD.
- i. The Supplier ceases or is unable to pay its debts as they mature or authorizes or takes any action under bankruptcy or reorganization, readjustment of debt, insolvency, liquidation or if other similar laws or proceedings under any such laws are instituted against it.
- j. The Supplier assigns this Contract or sublets work without first obtaining OKPUD's permission.

25.2 If the Supplier fails to remedy any of the above acts of default within ten (10) calendar days after OKPUD delivers to it written notice of the default, OKPUD may, without limiting any other remedy available to it, either withhold any amounts otherwise due under the Contract and/or terminate the Supplier's right to proceed with all or any portion of the Work. OKPUD shall also have the right, but shall not be obligated, to complete the Work by whatever method OKPUD deems expedient including employing another Supplier or Suppliers under any contract(s) OKPUD deems advisable. OKPUD may provide any labor or materials and perform all or any part of the Work which has been terminated. To complete the Work, OKPUD shall have the right to take possession of and to use any or all of the materials, plant, tools, equipment, supplies and the property furnished by the Supplier for the Work. The Supplier shall not remove any materials, tools, equipment or supplies from their location at the time of termination without the prior written consent of OKPUD.

25.3 The expense of completing the Work, together with a reasonable charge for awarding and administering any contract(s) and the damages caused by the delays thus occasioned in completing the Work will be charged to the Supplier. OKPUD will deduct the amounts described in the preceding sentence from any amounts which may be due or may become due to the Supplier. In case the expenses exceed the amounts due or to become due, the Supplier shall, upon notice from OKPUD, promptly pay to OKPUD the amount of the excess. OKPUD shall not be required to obtain the lowest figures for Contract completion, but may make those expenditures which in its sole discretion will best accomplish timely, quality completion.

25.4 OKPUD's termination of a Supplier shall not affect any rights of OKPUD against the Supplier then existing or which may thereafter accrue. Any retention or payment of moneys by OKPUD due to the Supplier shall not release the Supplier from liability.

GC-26 TIME AND MANNER OF PAYMENT TO SUPPLIER

26.1 If the Special Conditions specify a lump sum payment, the Supplier shall, upon completion of the Work, submit to OKPUD its request for final payment (see GC23.1(b)).

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- 26.2 The Special Conditions section SC-10 specify progress payments will not apply to this bid.
- 26.3 Assembled unit payments for the delivery to the warehousing site will only be allowed upon (100%) of the material delivery of that unit, as set forth in the procurement unit prices. The payments shall be considered due and payable upon delivery of the material to the local OKPUD warehouse per assembly.
- 26.4 OKPUD may withhold from the Supplier payment if the Supplier's performance of its Contract obligations is unsatisfactory, or if the Supplier's Payment Request does not comply with the requirements of the Contract. The Supplier's Payment Request shall be deemed not to comply with the requirements of the Contract if:
- (a) Proper documentation of the amounts claimed in the Payment Request is not on file with OKPUD;
 - (b) The extent of completion or amount of labor/materials listed in the Supplier's Payment Request exceeds the extent of completion or amount of labor/materials actually made on or provided for the Work;
 - (c) A properly filled out Progress Payment request (Contract Forms) is not on file with OKPUD;
 - (d) A properly filled out Request for Final Payment, Certificate, and Release (Contract Forms) for final payment is not on file with OKPUD;
- 26.5 In no event shall OKPUD be responsible to the Supplier or any other party for interest on any amounts retained by OKPUD in accordance with the terms and provisions of this Contract and RCW 60.28, except that interest specified in RCW 60.28.
- 26.6 OKPUD may set off from any payment otherwise due amounts sufficient to pay claims of OKPUD against the Supplier (e.g., amounts due or to become due by OKPUD because of failure of the Supplier to complete any part of the Work in compliance with the Work Schedule, amounts for unsatisfied claims of OKPUD against the Supplier related or unrelated to the Work, claims for which the Supplier is responsible to provide indemnity by terms of the agreement) and to pay claims by a subSupplier, materialmen, supplier, claimant, laborer, or others who have submitted a claim to OKPUD.

GC-27 DETERMINATION OF QUANTITIES FOR PAYMENT

- 27.1 The quantity of work to be paid under any item for which a unit price is fixed in the Contract Documents will be the number of units of work satisfactorily completed in accordance with the Contract Documents, as determined by the Architect/Contracting Officer, or if no Architect/Contracting Officer is designated for the Work, the Authorized Representative. The quantity of work to be paid under any item for which a lump price is fixed in the Contract shall be based on the percentage of work properly completed in accordance with the Contract Documents, as determined by the Architect/Contracting Officer, if no Architect/Contracting Officer is designated for the Work, the Authorized Representative. OKPUD will make no payment for work done outside the contractually prescribed limits. Measurements and computations will be made by those methods which the Architect/Contracting Officer or the Authorized Representative deems appropriate for the type of work measured.
- 27.2 Materials properly installed in place may be considered in determining the value of work completed.
- 27.3 OKPUD may reimburse the Supplier for items purchased before their use in the Work if they:

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- 1 Meet the requirements of the plans and specifications;
- 2 Are delivered to or properly stored at the local OKPUD warehouse facility; and
- 3 Consist of items unique to the project, or other special materials, as determined by OKPUD.

27.4 For such items, the Supplier shall provide to OKPUD invoices from each line items received at the local OKPUD warehouse. Each invoice shall be detailed sufficiently to enable OKPUD to determine the actual cost. Payment for such items shall not exceed the total Contract cost for the Contract item. If payment is based upon an unpaid invoice, the Supplier shall provide OKPUD with a paid invoice not later than twenty (20) calendar days after the initial payment for the item shipped to the warehouse for warehousing. If the paid invoice is not furnished by this time, any payments made by OKPUD will be deducted from the next progress estimate and withheld until the paid invoice is supplied. Payment for an item on hand shall not constitute acceptance. Any item may be rejected if found to be faulty, even if payment for it has been made.

27.5 Supplier shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all materials and equipment to be incorporated into the project, whether in storage on or off the site, under the care, custody or control of the Supplier. Risk of loss for any item shall remain with the Supplier until final acceptance by OKPUD.

GC-28 is intentionally omitted

GC-29 WARRANTY

29.1 The Supplier warrants that: (i) the Work is performed/supplied in a workmanlike and skillful manner; (ii) the Work in all respects is of good quality, free from all faults and defects in workmanship, material, design and title; (iii) the Work strictly complies with the requirements of the Contract Documents; and (iv) all materials, equipment and other items incorporated into the Work or consumed in the performance/supply of the Work are new and of the most suitable grade for the purpose intended.

29.2 The warranty set out in paragraph 29.1 extends for the duration of the Contract and for one (1) year after final acceptance of the Work by OKPUD. If, during the one (1) year warranty period, the Work is not available for normal use due to a failure to comply with the requirements of the Contract Documents or any warranty, the time of unavailability shall not be counted as part of the warranty period. If at any time during the warranty period OKPUD notifies the Supplier of any failure to comply with the warranty, the Supplier shall promptly and, at the time OKPUD directs, correct the noncompliance and remedy any damage to other items of the Work or any other property resulting from the noncompliance. The warranty period shall then be extended for any corrected work until the expiration of one (1) year after acceptance by OKPUD of the correction or the expiration of the original warranty period, whichever is later. All costs involved in correcting and remedying any noncompliance (including, but not limited to, the removal, replacement and reinstallation of items necessary to gain access) shall be borne by the Supplier.

29.3 Neither acceptance nor final payment nor partial or entire use of the Work by OKPUD, shall relieve the Supplier of warranty responsibility. The rights and remedies of OKPUD provided in this section are in addition to and do not in any way limit any other warranties, expressed or implied, rights or remedies afforded to OKPUD by the Contract Documents or by law.

29.4 The Supplier warrants that the Work is free of any claim of patent infringement. The Supplier shall either defend or settle, at its own expense, any claim, suit or proceeding against OKPUD based on a claimed patent infringement. The Supplier shall pay all damages and costs awarded against OKPUD due to this breach. If the Work or any part of it is held to constitute an

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infringement and the use of the Work or any part of it is enjoined, the Supplier shall, at its own expense, either procure for OKPUD the right to continue using the Work or replace the Work with non-infringing work acceptable to OKPUD.

GC-30 LAWS AND REGULATIONS

30.1 The Supplier shall keep itself fully informed about all laws, ordinances and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals exercising any jurisdiction or authority over any aspect of the Work. If any discrepancy or inconsistency exists between the Contract Documents and any law, ordinance, regulation, order or decree, the Supplier shall immediately report this in writing to OKPUD. The Supplier shall at all times comply with all laws, regulations, codes, orders and decrees applicable to the Work.

GC-31 LICENSES, PERMITS AND TAXES

31.1 The Supplier shall be licensed or registered to the extent required by the laws of the state of Washington (RCW 39.06.010). Upon request, the Supplier shall furnish proof satisfactory to OKPUD that its license and registration are in effect throughout the Contract period.

31.2 Unless the Contract Documents expressly provide otherwise, the Supplier, at its own expense, shall secure all permits, licenses and authorizations necessary to perform the Work. Additionally, the Supplier shall give all notices necessary to the proper and lawful performance of the Work.

31.3 Unless otherwise expressly stated in the Contract Documents, the Supplier shall pay all taxes of every nature due and payable by the Supplier to the state of Washington and all other states, their political subdivisions and/or the United States in connection with the Work. The Supplier shall make any and all payroll deductions required by law. The Supplier shall pay or cause to be paid all taxes and employer contributions imposed by federal and state laws with respect to remuneration of employees of the Supplier and any subSupplier and all interest and penalties payable under those laws for any noncompliance.

31.4 Material to be supplied is for the exclusive use of a political subdivision of the state of Washington. It is exempt from any federal manufacturer's excise tax by virtue of Section 4221 of the Internal Revenue Code.

31.5 With the exception of Washington State and local sales and use taxes, bid prices shall include all taxes in connection with the Work, including Washington Business and Occupation Tax. OKPUD will reimburse the Supplier for sales or use taxes correctly levied against OKPUD in connection with this Work and timely paid by the Supplier. Upon application for payment, the Supplier, if it is not required to have a Washington State tax number, shall so notify OKPUD. For this Supplier, OKPUD will pay the Washington State or local sales or use taxes levied against OKPUD in connection with the Work.

GC-32 INDEMNITY

32.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIER SPECIFICALLY AND EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OKPUD, its Commissioners, officers, employees and Authorized Representative from and against all suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines, royalties and expenses (including, but not limited to reasonable attorney fees and interest), whether arising before or after final acceptance of the Work arising out of or due to:

- a. Any act, omission, fault, strict liability or negligence of the Supplier or its subSuppliers in connection with or incident to performance of the Work or this Contract;

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- b. Any injury to or death of any person or persons (including any employee(s) of subSuppliers) or damage to any property or environment in connection with or incident to performance of the Work or this Contract;
- c. Any claims of subSuppliers' material or equipment suppliers (or entities supplying labor, materials or equipment through subSuppliers or material or equipment suppliers) and any lien claims arising out of or in connection with the performance of the Work or this Contract;
- d. Any failure of the Supplier or its subSuppliers to comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits or other requirements of any governmental authority;
- e. Any correction by OKPUD of defective, deficient or non-complying work;
- f. Any failure of the Supplier or subSuppliers to secure all licenses and permits and to pay all taxes; or
- g. Any failure by the Supplier or any subSupplier to comply with the warranty against patent infringement set out herein.

32.2 Despite GC-32.1, the Supplier's obligation to indemnify OKPUD against suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines and expenses arising from bodily injury to person(s) or damage to property caused by or resulting from the concurrent negligence of OKPUD, its agents or employees, and the Supplier, its agents or employees, in situations where the Work consists of construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any building, road, excavation or other structure, project, development or improvement attached to real estate, including moving and demolition in connection therewith, shall be valid and enforceable only to the extent of the negligence of the Supplier, its agents, subSuppliers and employees. Furthermore in the situations described in this paragraph 32.2, the Supplier shall not be obligated to indemnify OKPUD for the sole negligence of OKPUD, its agents or employees.

32.3 THE SUPPLIER ACKNOWLEDGES THAT BY ENTERING INTO A CONTRACT WITH OKPUD, IT HAS MUTUALLY NEGOTIATED THE ABOVE INDEMNITY PROVISION WITH OKPUD.

32.4 AS TO CLAIMS FOR INDEMNITY OR OTHERWISE BY OKPUD, THE SUPPLIER SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER INDUSTRIAL INSURANCE, RCW 51, AND ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE SUPPLIER AND OKPUD.

GC-33 PUBLICATIONS

33.1 Neither the Supplier nor its subSuppliers shall make any publications concerning the Work without prior written authorization by OKPUD.

GC-34 NO WAIVER

34.1 No waiver or modification of any provisions of the Contract Documents shall be valid and binding upon OKPUD unless the waiver or modification is in writing. A waiver shall neither be nor be construed to be a waiver of any past or future default or breach, nor a modification of any of the terms or conditions of the Contract, except to the extent expressly stated in the waiver.

GC-35 PROHIBITION AGAINST ASSIGNMENT

35.1 The Supplier shall neither assign this Contract in whole or in part nor any monies due or to

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become due under this Contract without the prior written consent of OKPUD. Any assignment without OKPUD's prior written consent is void.

GC-36 EQUAL OPPORTUNITY

- 36.1 If required by applicable law or Contract, the Supplier shall comply with (and represents that it is fully informed of) all applicable laws concerning equal opportunity in employment, including, without limitation, the requirements of Executive Order No. 11246: Executive Order No. 11701, "List of Job Openings for Veterans"; the Rehabilitation Act of 1973; and all of the orders, rules and regulations promulgated thereunder (including, but not limited to, 41 CFR Section 60-1, 41 CFR Part 60-250 and 41 CFR Part 60-741).
- 36.2 The "Equal Opportunity Clause" set forth in 41 CFR Section 60-1.4(b), the clause entitled "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" set forth in 41 CFR Section 60-250.4 and the clause entitled "Affirmative Action for Handicapped Workers" set forth in 41 CFR Section 60-741.4 are by this reference incorporated in this Contract.
- 36.3 The Supplier certifies that segregated facilities (within the meaning of 41 CFR Section 60-1.8) are not and will not be maintained or provided for the Supplier's employees, and that the Supplier will not permit its employees to perform work at any location under the Supplier's control where segregated facilities are maintained. The Supplier shall obtain any similar certification required by 41 CFR Section 60-1.8.

GC-37 intentionally omitted.

GC-38 NOTICES

- 38.1 OKPUD may deliver to the Supplier's Representative, fax to the Supplier's current fax number, or mail to the address given by the Supplier in its bid, any written notice which the Contract Documents provide is to be given to the Supplier. The Supplier may deliver, fax to OKPUD's fax number, or mail to OKPUD any notice which the Contract Documents provide that the Supplier is to give to OKPUD. Written notice delivered to the Authorized Representative at the job site shall constitute notice to OKPUD.

GC-39 SEVERABILITY

- 39.1 If any part of the Contract Documents is found to be in conflict with applicable law, that part shall be inoperative and void only to the extent that it conflicts with the law, but the remainder shall have full force and effect.

PART VI SPECIAL CONDITIONS

SC-1 DESCRIPTION OF THE WORK

- 1.1 Suppliers will be required to provide line items material specification for each as detailed in Attachment "A" of this document.

OKPUD is requesting the suppliers provide the work order in an estimated of two (2) shipments that will after award and within 3 – 4 months for the first order. OKPUD will provide the supplier with final work order amounts with notification of shipment dates.

SC-2 PERFORMANCE SCHEDULE

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- 2.1 The term of any contract resulting from this solicitation shall begin upon notification by OKPUD to purchase the estimated line items :

Tentative Shipment Schedule

Shipment Number Proposed Delivery Date

1 September/October 2011

2 December 2011 / January 2012

SC-3 PRICE SCHEDULE

- 3.1 Prices proposed by the suppliers should be submitted on the price schedule furnished herein on Attachments "A". Prices submitted shall be firm for the term of the agreement period. Prices should include delivery and shipping of all items F.O.B. destination in Omak.

SC-4 SHIPPING LOCATIONS

- 4.1 The supplier will ship all material to OKPUD's local on-site warehouse space for the management of the material. Final locations will be defined upon execution of the agreement with the successful party.

SC-5 LIQUIDATED DAMAGES

The following RFQ does not require liquidated damages.

SC-6 PROPOSAL SUBMITTALS

- 6.1 The supplier will provide Attachment "A" with all pricing completed. The price needs to include all shipping. The price shall also include the cost for the supplier to coordinate distribution, inventory and delivery of materials to OKPUD's warehouse.
- 6.2 The cable manufacturer/supplier will supply OKPUD certification that their product(s) is compliant with Buy American Requirements that are part of the ARRA Act of 2009 Section 1605 and 2CFR17 guidelines.
- 6.3 The cable manufacturer/supplier will provide OKPUD with documentation that indicates the fiber cable proposed in the ADSS portion of this RFQ can utilize any manufacturer's typical industry attachment hardware available for ADSS cable or if the ADSS cable proposed in this RFQ requires "proprietary attachment hardware", the cable manufacturer will identify this material in the RFQ documentation.
- 6.4 The cable manufacturer/supplier will provide OKPUD with contracted delivery lead times for the fiber cable as well as the miscellaneous materials specified in this RFQ.
- 6.5 The cable manufacturer/supplier will provide OKPUD with all material specifications associated with the products that are proposed in this RFQ.
- 6.6 The cable manufacturer/supplier will provide references for OKPUD to contact regarding the product(s) quoted to confirm overall satisfaction with product and performance.
- 6.7 The cable manufacturer/supplier will include in their special terms and conditions the ability to provide additional characters associated with outer jacket identification for purposes of providing owner's name and a contact number. The cable manufacturer will identify the number of additional character spaces allowed and any associated added cost.

SC-8 CUSTOMER RELATIONS

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8.1 The Supplier agrees that its personnel and equipment shall at all times present a neat appearance. All work shall be done, all contacts with the customers made, and all complaints handled, with due regard for OKPUD's public relations. The Supplier agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention. All complaints and any action taken by the Supplier in connection with such complaints shall be reported to OKPUD. It is understood that the Supplier does not represent OKPUD and has no authority to obligate OKPUD for any payment or benefit of any kind to any person.

SC-9 Intentionally ommitted

SC-10 PAYMENT

10.1 Payment to the Supplier shall be in the form of progress payments as shipments of materials are received per assembled unit. Based upon acceptance and approval of the materials the Supplier shall bill OKPUD for those materials once outlined at the OKPUD's warehouse. OKPUD shall pay for materials based on the total unit price.

10.2 The total for Bid Comparison is for comparing proposals from Suppliers to evaluate proposals and does not obligate OKPUD to the Supplier for any specific amount. The total contract amount will be determined by the total amount of delivered and accepted materials approved for progress payments over the term of the contract. The total quantity of units to be ordered through a Purchase Order will vary from the total units outlined in Attachment "A". Additional quantities

SC-11 PRE-BID QUESTIONS

11.1 Pre-bid questions may be submitted in writing to **John MacDonald at johnm@okpud.org**. At the sole discretion of OKPUD, it shall determine the merit of the question and relevance to the RFQ. If the question is deemed relevant, OKPUD will attempt to answer promptly to known holders of the RFP. OKPUD is not responsible for informing bidders of any responses and encourages the bidder to review the website or contact OKPUD to verify they have received responses to any questions and/or addenda prior to submittal of their proposal.

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Attachment "A" - Procurement Unit Pricing

Okanogan County PUD - Unit Totals
Project Procurement - Equipment Bid

Item #	Unit Description	Manufacture	Unit Quantity	Unit Price	Ext. Total	Lead Times
Switching						
OKPUD-1	48 Port Access Switches	Ceina Corporation	8	\$ -	\$ -	
OKPUD-2	*Bi-Di Optics (matched pairs)		215	\$ -	\$ -	
Switching Total					\$ -	
Access						
OKPUD-3	**7181 Motorola AP	Motorola Corporation	171	\$ -	\$ -	
OKPUD-4	250 Seat One point Software w/ Server	Motorola Corporation	1	\$ -	\$ -	
OKPUD-5	Backoffice Software	Microsoft/Solarwinds	1	\$ -	\$ -	
OKPUD-6	Microwave Link PTP 11800	Motorola Corporation	4	\$ -	\$ -	
OKPUD-7	Microwave Hardware 4'	Andrews	2	\$ -	\$ -	
OKPUD-8	Microwave Hardware 2.5'	Andrews	2	\$ -	\$ -	
OKPUD-9	5.4 GHz Moto Radios (Pair Radio Link)	Motorola Corporation	2	\$ -	\$ -	
OKPUD-10	Ciena 3930	Ciena Corporation	143	\$ -	\$ -	
OKPUD-11	SNMP Probes	Dantel	143	\$ -	\$ -	
Access Total					\$ -	
Other						
OKPUD-12	2.4 SU (Short Range)	Ubiquiti	100	\$ -	\$ -	
OKPUD-13	2.4 GHz SU (Standard Range)	Ubiquiti	1000	\$ -	\$ -	
OKPUD-14	5.8 SU (Short Range)	Ubiquiti	350	\$ -	\$ -	
OKPUD-15	Residential Wireless 2.4 N AP	Ubiquiti	100	\$ -	\$ -	
Other					\$ -	
Towers						
OKPUD-16	70' Steel Monopole (Painted Grey)	Valmont	1	\$ -	\$ -	
OKPUD-17	***9 RU NEMA 3R Pole Cabinet	American Products	142	\$ -	\$ -	
OKPUD-18	****Cabinet Accessories		142	\$ -	\$ -	
OKPUD-19	AP Mounting Hardware & Grounding		142	\$ -	\$ -	
Towers					\$ -	
Procurement Total					\$ -	

** See Unit Description Item 2 : To be quoted as matched pairs

** See Unit Description Item 3 : Completely Assembled Unit with shade cover both top and bottom with critter screen, 50' DC Power Cable and Training.

** See Unit Description Item 17 : Completely Assembled Unit with (2) sets of rack rails, 3/4" plywood backboard, battery shelf and lockable door.

*** See Unit Description Item 18 : Completely Assembled Unit with 1 RU 24 Port Fiber Distribution Panel, AC/DC Power System, Batteries, Disconnect, Connectors and Wire.

Notes:

Attachment “B” – Procurement Unit Descriptions

Item #	Part #	Manufacture & Product Description
OKPUD-1	170-0101-902 170-0205-904 170-5100-900 170-5150-900 XCVR-040V55 170-0301-904 170-0301-905	Qty 2 - DC PLUGGABLE POWER SUPPLY,CN 5150 Qty 1 - SAOS ADVANCED ETHERNET PERPETUAL SOFTWARE LICENSE FOR 48-PORT CN 5150 CHASSIS Qty 1 - CN 5150,(2)10G XFP MODULE,EXT. Qty 1 - CN 5150,(48)100/1000M SFP,(2)SLOTS 10G DUAL XFP MODULE,EXT. TEMP,(2)SLOTS AC OR DC PLUG POWER SUPPLY Qty 2 - 10 GIG,SM XFP OPTIC,LC CONNECTOR,40KM,1550 NM Qty 1 - ESM CARRIER ED RIGHT TO MANAGE PERPETUAL SOFTWARE LICENSE FOR 48-PORT CN 5150 CHASSIS Qty 1 - ESM CARRIER ED RIGHT TO MANAGE PERPETUAL SOFTWARE LICENSE FOR CN 5150 (2) 10GIG MODULE
OKPUD-2	Provide manufacture/part numbers in bid response.	BX Optics 20km, Single Fiber LC connection SFP, 1G to be quoted in matched pairs
OKPUD-3	MCP-HK1861A	MCP-HK1861A 2.4 GHz/ 5.8 GHz, DC, 802.11A/B/N, ACCESS POINT, (AP 7181), (2) additional shade covers, (1) 50' DC Power Cable and installation/site training
OKPUD-4	MCP-RVN5291A MCP-RVN5293A	MCP-RVN5291A upgrade (1), MCP-RVN5293A (250) 251 TO 500 NODES, USED WITH WIRELESS MANAGER 3.0
OKPUD-5	DL500	Solarwinds Orion® Network Configuration Manager (NCM): enterprise-wide network configuration and change management. 500 Host License.
OKPUD-6	MCP-01010208001	MCP-01010208001 PTP 800 11 GHZ ODU LOW B5, 10 TO 368 MBPS, POINT-TO-POINT RADIO
OKPUD-7	VHLP4116WHB	4', 10.7-11.7 GHZ, 40.4 DBI GAIN, PARABOLIC DISH, HORIZONTAL OR VERT.
OKPUD-8	VHLP800-11-6WH	2.5', 10.7-11.7 GHZ, 37.4 DBI GAIN, PARABOLIC DISH, HORIZONTAL OR VERT.
OKPUD-9	MCP-WB3868AA	MCP-WB3868AA PTP 54600 FULL INTEGRATED, 5.4 GHZ, 300 MBPS, POINT – TO POINT
OKPUD-10	C170-0013-900 C170-3930-900 CS70-0001-900 CS70-0005-900	Qty 1 - 3930 DC Pwr Supply Wide Range 24/48V Qty 1 - 3930 4-100M 1G SFP/RJ45 Switch Qty 1 - SAOS Adv Ethernet Perp Software License Qty 1 - ESM Carrier ED RTM Perpetual Software License
OKPUD-11	Dantel Wedge	WebMon wedge 48VDC 10/100 Base-T Ethernet, 4 Discrete Inputs, 2 Analog Inputs (+_ 100VDC), 2 Control Relays, Ambient Temperature/Humidity Sensor, Water Bug
OKPUD-12	LOCOM2	LOCOM2 - UBIQUITI NANOSTATION LOCO2: 2.4GHz Indoor/Outdoor AirMax 8.5dBi CPE
OKPUD-13	NSM2	NSM2 - UBIQUITI NANOSTATION M2: 2.4GHz Indoor/Outdoor AirMax 11dBi CPE
OKPUD-14	NSM5	NSM5 - UBIQUITI NANOSTATION M5: 5GHz Indoor/Outdoor airMax 15-16dBi CPE
OKPUD-15	AirRouter	AirRouter – UBIQUITI 802.11 N Access Point: SOHO Router, Router, and Bridge Network modes CPE.
OKPUD-16	70 FT MONOPOLE	Valmont Industries, Inc. 70' Pole, 20" od x 40 f. pipe shaft (base section) 14" od x 30 ft pipe shaft (top section). Anchor bolts with templates, one base port and 2 ports at each antenna elevation, stepbolts and safety climb cable, pipe mount rings for antennas at 35 ft, 40 ft, 50 ft, 60 ft and 65ft, and installation drawings
OKPUD-17	AM-202418-9RU-RRPMBT-ID	20"Hx24"Wx18"D NEMA-3R, Pole mounted communications cabinet with a minimum of 9 rack-U's, ¾" plywood backboard, (2) sets of rack rails and (1)

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		battery shelf. Shall be lockable and light brown in color.
OKPUD-18	Provide manufacture/part numbers in bid response.	Cabinet accessories shall include: 20A disconnect; internal power receptacle; 1 RU-24 port SC/UPC Duplex fiber termination panel w/ pigtailed and splice trays; 1 RU, 20 amp, 48V fuse panel/ rectifier, modular design with initial 3 amp; 10" deep rack shelf; 14 gauge stranded THHN Cable, insulated wire connectors and (8) 12V batteries.
OKPUD-19	Provide manufacture/part	Power Pole Top AP Mount for 7181N Motorola Radio with 120 MPH Wind Loading and ¼" of ice.

The following part numbers listed are subject to change and additional material items may be requested and included in the best interest of the project and the District.