



# Invitation For Bid (IFB) For WIC

Telecommunications Walk-In Cabinet equipment facility Related to Okanogan County Electric Co-Operative (OCEC) "Okanogan County Connect" project for Methow Fiber as funded by the Washington State Broadband Office (WSBO) Grant

Quotes shall be received by April 9th, 2025, 5:00 pm (PST)
All Bids must be submitted to aglenn@ocec.coop and jhardy@ocec.coop

Issued by:

Adam Glenn

**Broadband Manager** 

Street Address: 93 W Chewuch Rd., Winthrop WA 98862

Issued: March 12, 2025

The following timetable outlines the anticipated schedule for the IFB and Purchase Order process; however, the timing and the sequence of events resulting from this IFB may vary.

#### **Anticipated Events Dates:**

- RFQ Provided to Vendors: 5:00 p.m. PT, March 12, 2025
- Last Date for Questions Related to RFQ: 5:00 p.m. PT, April 2nd, 2025
- Quotes Due: 5:00 p.m. PST, April 9th, 2025
- RFQ Evaluations Completed by: 5:00 p.m. PT, April 10th, 2025
- Purchase Orders Submission Start Date: No later than: 12:00 p.m. PT, April 14th, 2025
- Purchase Order Issued: Within 10 days of the Award

## **Overview of the Project:**

The Okanogan County Electric Co-Operative (OCEC) has received grant funding to build a new fiber-to-the-home and middle-mile fiber optic distribution network. The goal of this IFB portion of the project is to procure, deliver, and install a telecommunication walk-in cabinet for Okanogan Country Electric Co-Op / Methow Fiber Division.

This project is funded thru the Washington State Broadband Office (ARPA Funding) and must adhere to the obligations of the grant funded project, included with this proposal. Bidders are asked to provide full engineering, furnish, and installation of each Scope outlined below. It is the intent of the Owner to have the bidder understand the full scope of the project and to include all necessary labor and materials to supply, deliver, and place the WIC.

All work performed on this project will be subject to the higher of the prevailing state or federal wage rates (if applicable due to other federal funds are in the project).





The Okanogan County Electric Cooperative and subsidiary MethowNet is an Equal Opportunity and Affirmative Action Employer.

This project is Funded by federal award number SLRFP0002 (ARPA SLFRF) or CPFFN0145 (ARPA Capital) awarded to Washington State Broad Band Office by the U.S. Department of the Treasury

#### Small, Minority, and Disadvantaged Businesses:

Small, Minority- and Women-owned firms are encouraged to submit bids. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms Pursuant to 2 CFR § 200.321, the Recipient and its sub recipients must take all necessary affirmative steps (as described in 2 CFR § 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

### **Description of Work:**

The goal of this project is to procure, delivery, and installation of a telecommunication walk-in cabinet (WIC) for Okanogan Country Electric Co-Op. Bidders are asked to provide full engineering, furnish, and installation of each Scope outlined below. It is the intent of the Owner to have the bidder understand the full scope of the project and to include all necessary labor and materials to supply a full turn-key and tested system.

The project includes the following discrete projects:

- **Scope A** Walk-in cabinet procurement:
  - o Procurement of a telecommunication walk-in cabinet.
  - Preferred walk in cabinet is Charles Walk-in cabinet part number WIC-101610S1NT1 (W-10' L-16' H-10' size).
  - An alternative telecommunication building/walk-in cabinet can be proposed as long as it meets the same requirements as the preferred one and is approved by OCEC.
- Scope B Delivery and installation of walk-in cabinet: -
  - Delivery of walk-in cabinet to
     93 W Chewuch Rd Winthrop WA 98862.
  - o Installation on pre-installed concrete slab by other.





The scope of work for each project objective (Scopes) are outlined below:

# **Scope A – Walk-in cabinet procurement:** Purchase of preferred walk-in cabinet.

- Preferred cabinet is Charles walk-in cabinet WIC-101610S1NT1.
- Alternative building/cabinet could be bid if it meets the same requirements as the preferred cabinet
  - 4000 watt HVAC units attached at minimum (larger can be used)
  - Environmental alarm monitoring (door entry, high temperature)
  - Ladder rack above equipment racks
  - Keyless door entry
  - Interior and Exterior lighting
  - o 10'x10'x10' size requirement or comparable
  - Please specify additional options with line item costs in bid quote.

# <u>Scope B – Delivery and Installation of walk-in cabinet:</u>

- Cabinet to be delivered and installed at 93 W Chewuch Rd Winthrop WA. 98862
- Concrete Pad: This location will be a new greenfield deployment. The
  concrete pad required for cabinet installation will be placed prior to the
  installation of the cabinet and will **NOT** be the responsibility of the
  awarded contractor.
- The contractor must include the concrete pad template (Design) as a line item of their bid.
- WIC Cabinet to be installed in accordance with manufacturer specifications. Placement using
- Cabinet to be grounded following the Washington Administrative Code 296-32 in accordance with the 2017 National Electrical Safety Code. Must comply with Motorola R56 standards to achieve a grounding electrode system resistance of 5 ohms or less.

# **General Scope Conditions**

Furnish all labor, materials, tools, supplies, equipment, transportation, supervision, goods in strict conformity with Bid documents and addenda if any, for the installation and electrical interconnection of supporting infrastructure.





Bidders are asked to provide full engineering, furnish, and installation of each Scope outlined above. It is the intent of the Owner to have the bidder understand the full scope of the project and to include all necessary labor and materials to supply a full turn-key and tested system.

# A. Change Orders

Field Change Orders/Changes in Work - The Engineer may issue a change in work for field conditions determined necessary against the construction specifications and prints. Contractor shall submit to OCEC Broadband Manager a written request for a change in work through daily and/or weekly production reports, approved and signed by Engineer within five (5) calendar days when the Contractor or Engineer determines the circumstances or condition that arrives to address the change in work. All Changes in Work during the course of the project will be reconciled in one end of project change order against the bid units.

Contract Change Orders - The process for agreeing to a change order begins when one of the parties to a contract requests a change to this agreement. The contractor prepares a "change order proposal" quoting a price for the extra work. Once the district and contractor have agreed on scope, price, and schedule, a formal written change order is prepared and signed by all parties. Then the contractor proceeds to perform the changed work.

# B. <u>Performance Schedule</u>

Upon Notice to Proceed, the awarded contractor will be required to complete each objective of the project within 60 calendar days. OCEC reserves the right to extend the agreement beyond the original term upon written consent of the Contractor.

The following is an estimate of the proposed schedule objectives:

Scope A –Walk-in cabinet procurement

- April 14, 2025
   Scope B walk-in cabinet delivery and installation
  - June 14, 2025

If the contractor feels they will be required to work nights, non-weekend work, additional work requirements and work site safety need to be included in RFP package. No extras will be allowed for night work.





# C. <u>Kick-off Meeting</u>

A kick-off meeting will be scheduled with Contractor and Owner prior to commencing deliver and installation work.

# D. <u>Liquidated Damages</u>

If the contract has not been completed in accordance with the performance schedule as stated, such delay will cause consequential damage to OCEC. At this time, it is difficult, if not impossible to determine the actual damages could result from failure to complete the work in accordance with the performance scheduled. Because of the extreme difficulty computing unforeseen damages, OCEC and Contractor agree on the requirements and amounts included with supplemental Instructions, Provisions and Requirements.

# E. General Special Conditions

The contractor must comply with the specifications outlined in the latest Standard Specifications and/or specified in the required permits.

An authorized copy of the approved plans must be present at the construction site whenever construction activities are ongoing.

# F. <u>Customer Relations</u>

The contractor agrees that its personnel and equipment shall at all times present a neat appearance. All works shall be done, all contacts with the customers made and all complaints handled, with due regard for OCEC public relations. The Contractor agrees that complaints of any nature received from property owners or entities shall receive immediate attention. All complaints and any action taken by the Contractor in connection with such complains shall be reported to <a href="mailto:aglenn@ocec.coop">aglenn@ocec.coop</a>. It is understood that the Contractor does not represent OCEC and has no authority to obligate OCEC for any payment or benefit of any kinds to any person.





#### Build America, Buy America Requirements – Manufacturing Requirements of Materials:

A. Applicable and Scope: Pursuant to the Infrastructure Investment and Jobs Act, 2021, Pub. L. No. 117-58, 135 Stat. 429 (Nov. 15, 2021) (IIJA) including the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52 (BABA), as well as guidance provided by Memorandum for Heads of Executive Departments and Agencies, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, Executive Office of the President, Office of Management and Budget (April 18, 2022) (OMB M-22-11), non-Federal entities that receive a federal financial assistance award from the U.S. Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a Middle Mile (MM) infrastructure project unless all of the optic glass, fiber optic cable, and optical fiber used in the project is produced in the United States, unless a DOC-approved BABA waiver applies. The Buy America domestic content procurement preference only applies to fiber optic glass and to fiber optic cable that are consumed in, incorporated into, or affixed to a MM infrastructure project. As applicable, the requirements of this subsection must be included in all sub awards and contracts, including all contracts and purchase orders for work or products pursuant to this program.

Note that BABA only applies to "non-Federal entities" receiving Federal financial assistance for an infrastructure project under Section 70912(4) of the Infrastructure Act. As elaborated in OMB M-22-11, under the definition in 2 CFR § 200.1, "non-Federal entities" means "States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations."1 OMB M-22-11 goes on to explain that "for-profit organizations are not considered non-Federal entities" for the purposes of the guidance. Thus, these BABA requirements only apply to MMG recipients that are non-Federal entities, and do not apply to recipients that are for-profit organizations. Whether BABA applies to a specific sub recipient, or subcontractor depends on whether BABA applies to the primary tier recipient. (I.e., if the recipient is a non-Federal entity; BABA applies to that award and all sub recipients and subcontractors under that award.)

#### **Question/Inquiry Process:**

All inquiries and questions related to this RFQ shall be directed IN WRITING via email to:

OCEC with an email request directed to Adam Glenn at <a href="mailto:aglenn@ocec.coop">aglenn@ocec.coop</a> and Jeff Hardy
<a href="mailto:jeffhardy@methownet.com">jeffhardy@methownet.com</a>. Email subject line shall include OCEC "Okanogan County Connect" Project
Washington State Broadband Office (WSBO). To maintain fairness to all bidders, any attempts to
contact OCEC staff regarding this RFQ outside of this specifically provided email vehicle will be
grounds for OCEC to reject your submission.

All questions will be considered to be public and released with appropriate answers to all respondents within 48 business hours of receipt.

The last date for questions will be April 2nd, 2025, at 5:00 pm Pacific Time.





#### **Selection Process:**

OCEC will review the quotes based solely on a Best Value Selection process. OCEC will select a Vendor or Vendors whose quote(s) best meet the requirements outlined in this IFB, and whose quotes are determined to be most advantageous to the program goals. OCEC will then begin negotiations with the Vendor(s). If OCEC cannot finalize negotiations successfully with the selected Vendor(s), the next best Vendor(s) will be contacted, and negotiations will begin. The process will continue until a mutually agreeable Purchase Order is finalized between OCEC and the selected Vendor(s).

# **Quote Requirements:**

- 1. Vendors must provide a line item detail when providing a quote for the WIC with a level of detail which each Item included.
- 2. A five percent (5%) bid guarantee is required in form of a cashier's check, money order, or surety bond.
- 3. All questions and inquiries regarding this IFB shall be submitted via email to <a href="mailto:aglenn@ocec.coop">aglenn@ocec.coop</a> and <a href="mailto:jeffhardy@methownet.com">jeffhardy@methownet.com</a>.
- 4. OCEC will not pay for any information requested herein, nor is it liable for any costs incurred by any Vendor in responding to this IFB. All quotes submitted become the property of OCEC; they will not be returned and may be subject to the Freedom of Information Act (FOIA), bidders may not assume their responses are confidential regardless of any statements included in the response. During the evaluation period, OCEC will make every effort allowable by law to maintain confidentiality. Upon award, during contract negotiations or if OCEC chooses to cancel or recast the IFB, confidentiality cannot be reasonably assured.
- 5. A Vendor may withdraw its quote prior to the IFB response deadline. Quotes received after the deadline will not be considered. Quotes will be reviewed internally at the convenience of OCEC.
- 6. The quote and cost submissions constitute an offer by the Vendor to do business with OCEC. In the event a Purchase Order is submitted to a Vendor, OCEC, at its option, may incorporate all or parts of a vendor's quote and any or all answers and information contained within that quote shall become part of the final agreement between the successful Vendor(s) and OCEC.
- 7. Any information released either verbally or in writing prior to the release of this IFB shall be deemed preliminary and not binding upon OCEC in any manner.
- 8. Notwithstanding any other provision of this IFB, OCEC expressly reserves the right to:





- Conduct discussions with any or all Vendors for the purpose of clarification of quotes.
- Waive, or decline to waive, any insignificant defect or informality in any quote or quote procedures.
- Accept, reject, or negotiate any or all quotes or the terms of any quote, or any parts thereof, for the purpose of obtaining the best and final offer.
- Cancel or amend this IFB or issue other requests for quotes.
- Select a Vendor or Vendors based on OCECs analysis and evaluation of quotes submitted. OCEC reserves the right to request presentations of quotes if OCEC feels further information is appropriate to the decision-making process.
- Select no quotes at all.
- Cancel an award if a Vendor fails to negotiate in good faith and execute definitive written documents necessary to effectuate the transactions contemplated hereby in a manner consistent with the project's timeline and within fifteen (15) days from the award date.
- 9. OCEC reserves the right to use any and all concepts presented in any quote to obtain the most beneficial and effective path to achieving its desired goals for the project. Selection or rejection of quotes shall not affect this right. All quotes will be evaluated and, at OCECs discretion, an award made to the Vendor(s) who demonstrates the best ability to satisfy the scope of work in the most timely and efficient manner possible.
- 10. By submittal of a quote, a Vendor attests to have read, understood, and agreed to all requirements, terms, and conditions in this RFQ, including any and all Exhibits, exhibits, and appendices.
- 11. Quotes responding to this IFB shall not be tied to any potential or future arrangements.
- 12. A Vendor and any subcontractor must be properly licensed and registered as required by The State of Washington necessary to complete the scope of work contained in this IFB.
- 13. Vendors must show evidence that they are eligible to receive federal funding and are not currently debarred or suspended from same. Vendors should provide a copy of registration and certification from the U.S. General Services Administration System of Award Management by visiting <a href="https://sam.gov/content/home">https://sam.gov/content/home</a> and following the instructions contained therein.
- 14. Vendors must identify any conflict of interest that may arise from providing services to OCEC. OCEC reserves the right:





- To disqualify any Vendor or reject any quote at any time solely because a real or perceived legal or policy conflict of interest is presented.
- To require the Vendor to take any action or supply information necessary to remove the conflict.
- Or to terminate any Purchase Order arising from this solicitation if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to OCECs satisfaction.

## Thank You,

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