

**NEK COMMUNITY
BROADBAND**

**REQUEST FOR PROPOSAL
FIBER CONSTRUCTION**

October 2021

Table of Contents

1. Introduction	2
1.1. Overview of the Project	2
1.2. Project Background	2
1.3. Retainage	2
2. Contractor Qualifications	2
3. Administrative Issues	3
3.1. Availability of the RFP, Amendments, and Q&A	3
3.2. Inquiries about the RFP	3
4. Due Date for Contractor Proposals	3
5. Proposal Submission and Format	3
5.1. Proposal Submission	3
5.2. What to Submit: Mandatory Proposal Content	4
A. Cover Letter	4
B. Contractor Experience	4
C. Bid Form	4
6. Insurance	5
6.1. Hold Harmless and Indemnification	6
6.2. Additional Insured Endorsement	6
7. Incurred Costs to Propose	6
8. Revisions to RFP	6
8.1. Errors and Omissions in a Contractor Proposal	6
8.2. Errors and Omissions in the RFP	6
8.3. Objections to RFP Terms	7
8.4. Acceptance of RFP/Proposal	7
A. No Waiver of RFP Provisions	7
B. Ownership and Disclosure of Proposals	7
9. Contingencies	7
10. Termination	8
10.1. Termination for Cause	8
10.2. Termination for Convenience	8
10.3. Force Majeure	8
11. Contractor Responsibilities	9
12. Attachments	9

1. Introduction

1.1. Overview of the Project

Northeast Kingdom Broadband (NEKB) has teamed with NRTC Broadband Solutions, Mission Broadband Inc. and Waitsfield and Champlain Valley Telecommunications (WCVT) to construct a Fiber to the Home (FTTH) network to portions of homes in the Concord Vermont area. The project will consist of approximately 20 miles of distribution fiber. Aerial strand and lash construction will be the primary method of construction and some underground construction will be required. The scope of work for this RFP will make broadband available to approximately 300 homes and businesses. The network must be constructed, spliced, tested and available to provide broadband services by 12/30/2021.

1.2. Project Background

NEKB has hired NRTC Broadband Solutions, Mission Broadband. Inc. and WCVT to design and manage the construction of a rural fiber optic network, to provide high-speed broadband Internet access to currently unserved and underserved homes in portions of the Concord area. The selected Contractor(s) will report to and primarily interface with the NRTC Broadband Solutions Project Manager and OSP Manager for issues or questions during construction. NRTC Broadband Solutions will also inspect the Contractors' work before approving invoice payment. NEKB will provide materials and hardware to be installed and become a part of the fiber network but will not provide tools or labor necessary for the installation.

1.3. Retainage

10% of each invoice total value will be withheld as a retainer until the work is successfully completed and accepted by NEKB and NRTC Broadband Solutions. This retainer will be paid after the fiber has been installed, inspected, tested, and approved by NRTC Broadband Solutions and NEKB on a work packet by work packet basis.

1.4. State of Vermont – Terms Supplement

The Parties agree to the terms in the State of Vermont Federal Terms Supplement hereto attached. The Parties agree to provisions 10, 11, 12, 14, 16, 18, 20, 22, 30, and 32.A of the State of Vermont Attachment C: Standard State Provisions for Contracts and Grants hereto attached. Notwithstanding anything in this Agreement to the contrary, in the case of any conflict or inconsistency between the specific provisions of this Agreement, relevant attachments, federal requirements or the Application, any conflict or inconsistency shall be resolved as follows: (a) State of Vermont Federal Terms Supplement; (b) State of Vermont Attachment C provisions identified; (c) this Agreement.

2. Contractor Qualifications

All Offerors must meet the following qualifications:

- ✓ The Contractor must be capable of constructing the entire network (set of fiber strands) as described in this RFP
- ✓ The Contractor must have verifiable experience completing fiber-build projects of similar size, scope and complexity
- ✓ The Contractor must be fluent in reading electronic prints and be able to do so on a laptop or tablet in the field. Prints will only be provided in an electronic format.

RFP for Construction

- ✓ The Contractor must be in good standing with the FCC and the State of Vermont.
 - Any bidder found to be in FCC red-light status will be immediately disqualified
- ✓ The Contractor must provide OSHA qualified and capable personnel to install telecommunications equipment in the communications space of utility poles. Evidence of such training must be provided to NEKB before a bid can be awarded.
- ✓ The Contractor shall perform directly and without subcontracting, not less than fifty-one percent (51%) of the construction of the project, to be calculated based on the total Contract price.
- ✓ The Contractor agrees to furnish a Contractor's Bond, with sureties acceptable to Owner, in a penal sum the greater of a) not less than one- and one-half times the contract value for services to be performed or b) Three Million dollars (\$3,000,000) unless expressly agreed to by NEKB.

3. Administrative Issues

3.1. Availability of the RFP, Amendments, and Q&A

- ✓ The RFP will be distributed to pre-selected Contractors.
- ✓ Amendments to the RFP will also be provided to the pre-selected Contractors.
- ✓ The RFP shall be placed for public bid

3.2. Inquiries about the RFP

All inquiries about the RFP should be emailed or submitted in writing to the Mission Broadband Project Manager and NEK:

Mission Broadband
Project Manager
Mike Reed
mikereed@missionbroadband.com

NEKB
Executive Director
Christa Shute
rfps@nekbroadband.org
802-793-7077

4. Due Date for Contractor Proposals

DATE	EVENT
<i>October 6, 2021</i>	RFP Issued for Bids
<i>October 11, 2020</i>	Intent to bid
<i>October 15, 2020</i>	Questions submitted via email
<i>October 18, 2020</i>	Questions compiled/answered and returned to all bidders
<i>October 25, 2020</i>	Final bids due by COB (5PM CST)

5. Proposal Submission and Format

5.1. Proposal Submission

Email an electronic copy of your proposal to:

Mission Broadband: mikereed@missionbroadband.com, and rfps@nekbroadband.org no later than the due date and time for receipt of proposals.

Late proposals will not be accepted.

Offerors will be notified within 3 business days acknowledging receipt of their proposal.

5.2. What to Submit: Mandatory Proposal Content

A. Cover Letter

Each Contractor submitting a proposal must provide a cover letter signed by an individual authorized and empowered to bind the Contractor to the provisions of this RFP and any Contract awarded pursuant to it. The cover letter should include the following:

- ✓ The legal name of the Contractor
- ✓ Business Address
- ✓ Primary Point of Contact (POC) (Authorized to Bind the Company)
- ✓ Primary POC Telephone Number
- ✓ Primary POC Email Address
- ✓ A statement that the entity is qualified, licensed, insured, and otherwise authorized to do business of the sort contemplated in the project.
- ✓ Company Federal Employer Identification Number (FEID)
- ✓ Submit projected crew size and count for project completion.

B. Contractor Experience

On the cover letter, provide 3 references of completed or mostly completed projects of similar size, scope, and complexity to this project.

For each project reference, include the following:

- ✓ Project Title
- ✓ Location
- ✓ Contract Value
- ✓ Brief Description of the Project
- ✓ Primary POC
- ✓ Primary POC Telephone Number
- ✓ Primary POC Email Address

C. Bid Form

Provide pricing on the included Bid Form. Complete all items based on the unit of measure and estimated quantities provided. Descriptions for each unit are on the bid form and can be found in the RUS Telecommunications Manuals.

***Note: Quantities included in the bid form are estimates for unit pricing only. Actual quantities will vary.**

6. Insurance

At all times during the term of its contract, each Contractor shall maintain, in full-force and effect, the insurance as listed below. All insurances shall be issued by insurers and for policy limits acceptable to NEKB. Successful Contractors must provide certificates of insurance or other evidence that the required insurance has been procured and is in force. In the event of cancellation, non-renewal, or material

RFP for Construction

modification affecting the certificate holder, thirty (30) days prior written notice will be given to NEKB detailing the material changes to the insurance coverage limits.

Coverage	Minimum Limits of Liability
Commercial General Liability	\$5,000,000 bodily injury and property damage, each occurrence, including advertising and personal injury, projects, and completed operations.
	\$5,000,000 products/completed operations, independent Contractor's liability, contractual liability, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities
	\$10,000,000 general annual aggregate
Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000 bodily injury by accident, each accident
	\$1,000,000 bodily injury by disease, each employee
	\$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate
	Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per individual claim
	\$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor services rendered or which should have been rendered, pursuant to the Contract.
Property Insurance	The Contractor shall purchase and maintain property insurance covering the machinery, equipment, mobile equipment, and tools used or owned by the Contractor in the performance of construction services under the Contract. Once materials are delivered to the job site for Contractor, the Contractor will be responsible for all materials misused, misplaced, lost or stolen. NEKB shall, under no circumstances, be responsible or liable for the loss, damage to, or disappearance of any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services under the Contract.

The Contractor will be responsible for the payment of all deductibles or retentions under the policies of insurance purchased and maintained by it pursuant to the Contract. To the extent permitted by law all or any part of any required insurance coverage may be provided under an approved plan. Contractor's insurer shall waive rights of subrogation.

Any Subcontractors utilized on the project shall carry in full force and effect commercial general liability, pollution liability, automobile liability, workers compensation, and employer liability insurance that complies with all terms of this section.

6.1. Hold Harmless and Indemnification

The Contractor shall defend, indemnify, and hold harmless NEKB and its directors, officers, employees, agents, consultants, members, affiliates, attorneys, subcontractors and customers from and against any and all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements,

judgments, costs, and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of Contractor or its affiliates during the bid process or the work to be performed. Contractor's defense and indemnity obligations shall include the duty to reimburse any reasonable attorney's fees and expenses incurred by NEKB for legal action to enforce Contractor's indemnity obligations or other provisions of this Agreement. Upon Contract award, the Contractor will also be required to sign a separate Hold Harmless Agreement which shall contain language of equal or more broad scope as set out herein and a Non-Disclosure Agreement as part of the definitive agreement.

6.2. Additional Insured Endorsement

The Contractor shall cause the commercial liability coverage required by the Contract to include (1) NEKB (to include its board, officers, directors and subsidiaries) its lender(s), the Architect and Mission Broadband as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) NEKB as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall provide an additional insured endorsement from the Contractor's General Liability Insurance naming NEKB and Mission Broadband as additional insured under a policy that cannot be cancelled absent forty-five (45) days' notice to the additional insureds.

7. Incurred Costs to Propose

NEKB and Mission Broadband are not liable or responsible for any costs incurred by any Contractor in the preparation of proposals or related matters arising out of the same. All costs associated with responding to this RFP are incurred by the Contractor at its own cost.

8. Revisions to RFP

8.1. Errors and Omissions in a Contractor Proposal

A Contractor may revise a proposal on its own initiative at any time before the deadline for submission.

8.2. Errors and Omissions in the RFP

If a Contractor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the Contractor should immediately notify NEKB of the error and request clarification of the RFP language. Should the RFP be amended, copies of the amended RFP will be provided to each selected Contractor receiving the RFP.

8.3. Objections to RFP Terms

Should a Contractor object on any ground to any provision or legal requirement set forth in this RFP, the Contractor must set forth with specificity the grounds for the objection, which is to be submitted as part of the Contractor's proposal. The failure of a Contractor to object in this manner shall constitute a complete and irrevocable waiver of such objection and the right to object. However, such objections may become a differentiating factor during the bid evaluation process.

8.4. Acceptance of RFP/Proposal

The contents of this RFP and the Contractor's proposal will become a portion of the contractual obligations and the definitive agreement if a contract award ensues. Failure of the Contractor to accept

RFP for Construction

these obligations will result in cancellation of the award. NEKB has final and complete discretion as to acceptance or non-acceptance of any proposal, for any reason.

A. No Waiver of RFP Provisions

No waiver by NEKB of any provision of this RFP shall be implied from any failure by NEKB to recognize or act on account of any failure by a Contractor to observe any provision of this RFP.

B. Ownership and Disclosure of Proposals

Proposals submitted in response to this competitive procurement shall become the property of NEKB. NEKB will share all proposals with its internal staff and Mission Broadband staff for the purposes of evaluating each proposal. All proposals received shall remain confidential, except for any information NEKB is legally required to disclose. The Contractor must submit the revised proposal in the same manner as the original was submitted.

9. Contingencies

This RFP may not be considered as a Contract to purchase goods or services but is a Request for Proposal in accordance with the Terms and Conditions herein and will not necessarily give rise to a contract. However, RFP responses should be as detailed and complete as possible to facilitate the formation of a contract based on the RFP response(s) that are pursued, should NEKB decide to do so. Contractors must submit a complete proposal package. Failure to do so will disqualify your RFP response submittal. Contractors must submit RFP responses by the due date and time as specified herein. Late proposals will not be accepted. Contractors will be considered nonresponsive if the above requirements are not submitted as requested.

10. Termination

10.1. Termination for Cause

NEKB may terminate the whole or any part of the RFP or any agreement reached with a successful bidder, by written notice of default to Contractor, in any one of the following circumstances, which shall be expanded in the definitive agreement:

- ✓ If the Contractor fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by NEKB;
- ✓ If the Contractor so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- ✓ If the Contractor fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective if the Contractor does not cure such failure within a period of ten (10) days after written notice of default by NEKB;
- ✓ If the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for, or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof.
- ✓ Failure to follow federal, state, and local laws regarding safe work practices

RFP for Construction

Upon termination, NEKB may procure, upon such terms as it shall deem appropriate, services like those so terminated. The contractor shall continue performance of this Agreement to the extent not terminated.

10.2. Termination for Convenience

This RFP or any definitive agreement may be terminated by NEKB for any reason or no reason, whether extended beyond the initial term, by giving the other party written notice thirty (30) days in advance. Contractor shall be paid for work performed through termination, as well as reasonable demobilization fees.

10.3. Force Majeure

In no event shall NEKB be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that NEKB shall use reasonable efforts which are consistent with accepted practices in the utility industry to resume performance as soon as possible. In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the utility industry to resume performance as soon as possible.

11. Contractor Responsibilities

It shall be the responsibility of the selected Contractor to provide the configuration and system quantities to all locations stated herein. NEKB and Mission Broadband are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work (SOW).

The awarded Contractor shall:

- ✓ Meet with representatives of NEKB, Mission Broadband and NRTC OSP Manager to exchange information, agree on details of equipment arrangements, and installation interfaces for the cabling project.
- ✓ Have sufficient resources to complete the SOW within the allotted timeframe.
- ✓ Furnish all labor, supervision, quality control, tooling, and miscellaneous consumables for the cabling system installed for NEKB.
- ✓ Install, terminate, and test all NEKB furnished fiber strands at each location according to the Product and Services Specifications.
- ✓ Attend the mandatory pre-construction meetings. All new contractors added after the bid is awarded are required to attend an NRTC Broadband Solutions onboarding meeting prior to any field work.

RFP for Construction

- ✓ Install all cable and material in accordance with the Product and Services Specifications, including NEKB specifications, NRTC Broadband Solutions specifications, manufacturer's recommendations and best industry practices.
- ✓ Test (100%) all cables, splices, terminations, and hardware for defects in installation and to verify plant performance under installed conditions. Tests shall be conducted according to FOA and NEKB standards and specifications (including the use of a minimum 300m launch reel). Fiber will be tested by contractor before it leaves the warehouse.
- ✓ Supply documentation acceptable to NEKB and Mission Broadband of testing and footage of each cable and splice.
- ✓ Abide by and remain responsible for compliance with all Federal, State, and local regulations.
- ✓ Provide mandatory weekly invoices submitted to NRTC Broadband Solutions Project Manager and OSP Manager, aged no more than three weeks.
- ✓ Maintains a 48-hour customer complaint response.
- ✓ Label, bond, and ground all applicable equipment and installations to NESC and NEKB specifications.
- ✓ When crops are planted only small ATVs and small trailers are permitted in the fields for construction purposes, trucks are prohibited. Prior approval to enter shall be required.

12. Attachments

- ✓ NRTC Broadband Solutions Contractor Safety Requirements Program rev 4



NRTC BBS
Contractor Safety Re

- ✓ Bid Sheet
- ✓ Ring Images

RFP for Construction

Entire Area



RFP for Construction

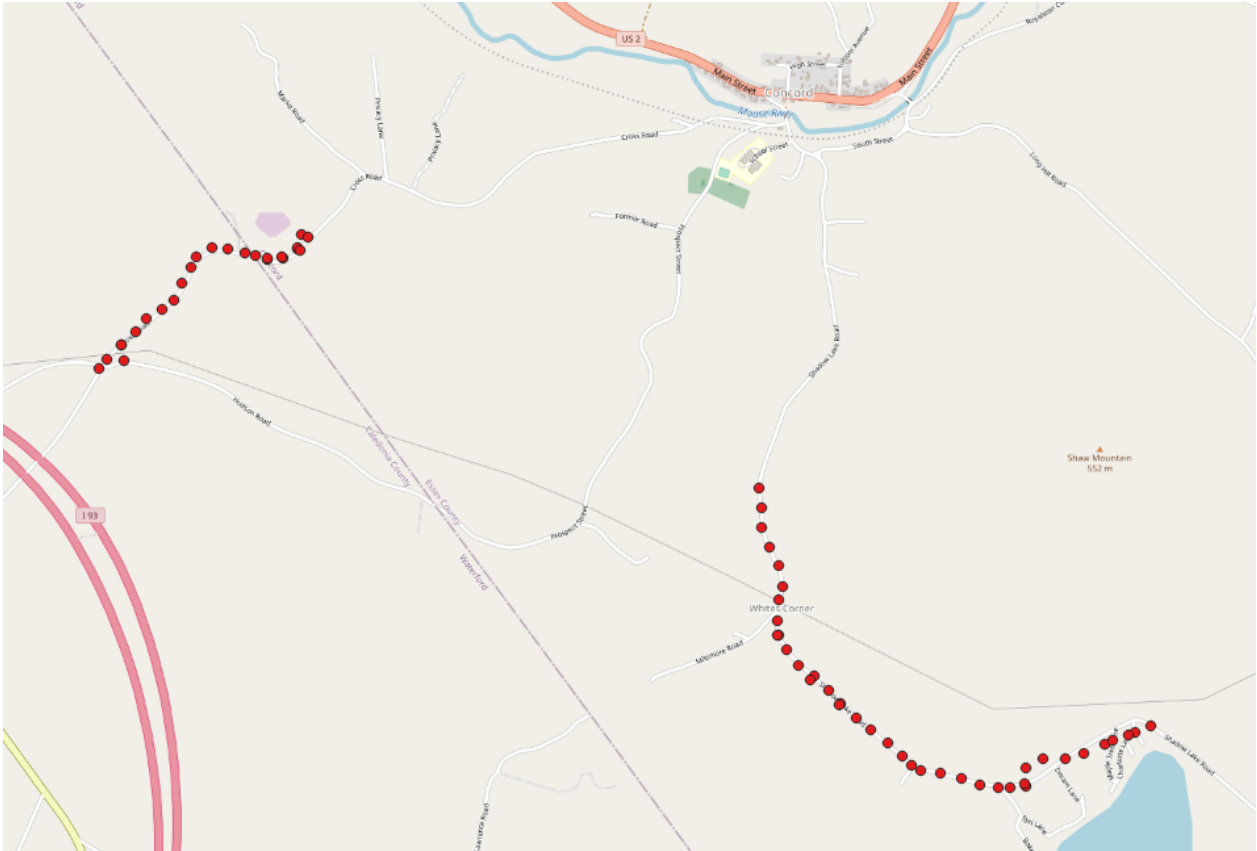


East Side



West Side

RFP for Construction



NEK RUS Cookbook
(1).xlsx

