



**Request for Proposal
for
NEK Broadband
Communications Union District
Underground Services for Customer Drop Extensions**

RFP #: NEK2023-01

Intent to Respond: 02/15/2023

Questions Deadline: 02/15/2023

Proposal Submission Deadline: rolling to 03/01/23

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1. Introduction

Overview of the Project

NEK Broadband 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 throughout the Northeast Kingdom and Wolcott, Vermont. The long-term goals of the project are to construct over 2,500 - 2,800 miles of fiber optic network throughout the district. northern Vermont to provide service to approximately 26,000 – 29,000 passings. This project has begun and will be in progress over the next five to seven years.

The RFP seeks bids from contractors who are able to provide underground drop construction services for customers within the expanding NEK Broadband footprint. The specifications and areas where these services are needed is outlined in Appendix A of the RFP. The RFP is soliciting pricing from contractors for performing the work in various portions of the footprint. Contractors chosen through this process will be listed on the NEK Broadband web site as a resource for NEK Broadband customers seeking services for construction of drops. Selected contractors will work directly with individual customers and have a direct billing relationship with those customers.

Objectives of the RFP

The primary objectives of this RFP are:

- 1.2.1 To determine the bidder's capabilities and geographic area for providing underground drop construction services within the NEK Broadband footprint.
- 1.2.2 To determine the cost for various underground drop construction services available within the NEK Broadband footprint.
- 1.2.3 To solidify and make available to customers the rates of the winning bidders for underground drop construction service within the NEK Broadband footprint.
- 1.2.4 To choose preferred contractors to list on the NEK Broadband web site as available for UG drop construction services in specific areas within the region. These services will be provided directly to the customer by the bidder with a direct billing relationship between the contractor and each individual customer. NEK Broadband will not be involved with nor bear any responsibility regarding cost or issues with customers throughout the underground drop construction process.

State of Vermont – Terms Supplement - See Attachment B

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 the 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) the Agreement.

2. Specifications for Customer Installed/Provided Conduit

- ✓ Conduit should go from the utility pole to the customer's house where the utility boxes are located and follow the route of other underground utilities.
- ✓ Conduit must be a minimum of 1.5" diameter for distances under three hundred feet and any overall distances longer than 300 feet require 2" diameter conduit.
 - Conduit must be "schedule forty electrical" (i.e., not water pipe), and must use long sweeps (i.e., not 90-degree elbows or "L" shaped angles). As an alternative communications grade flexible duct may be used.
 - Fiber cannot be bent at harsh angles as it will cause a poor signal and will break.
- ✓ Conduit over 400' will require intermediate pull boxes or pedestals which will be supplied by NEK Broadband
- ✓ Conduit must come up at least 1.5' – 2' above grade at both the house and pole and must be secured to the pole and to the house or backboard. Also, conduit on the pole side must come up in the same quadrant (same side of the pole) as existing services. Conduit on the house side **MUST** come up on the outside of the house.
- ✓ Conduit must be trenched 18"-24" deep.
- ✓ Tracer wire must be installed (i.e., 12-16 gauge, coated) on top of the conduit for Dig Safe and future location, as the selected Internet Service provider (ISP) (Name) may **not** have "toneable" cable available.
- ✓ Conduit should have a 210-250 lb. "tensile-strength" pull string installed.
- ✓ The pull string should extend approximately two (2) feet beyond the ends of the conduit and should be tied around the outside of the conduit and place an unglued cap over the ends of the conduit to prevent water from entering.
- ✓ Bidders must not use weather heads as there is too high a risk for fiber to break and interrupt service. Installing temporary (i.e., unglued) caps or plastic bags on ends is helpful to keep water out prior to installation. After fiber is installed, Bidder will use a specialized putty to plug the conduit.
- ✓ All work will be done with minimal disturbance whenever possible and total restoration in agreement with customers for any disturbances that do occur.

3. Contractor Qualifications

All Offerors must meet the following qualifications:

- ✓ The Contractor must be capable of performing all UG drop services as described in this RFP.
- ✓ The Contractor must have verifiable experience completing UG drop services.
- ✓ 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.
- ✓ Contractor must adhere to all Dig Safe rules and requirements for the State of Vermont.

- ✓ The Contractor must provide OSHA qualified and capable personnel to provide the underground drop services being requested. Evidence of such training must be provided to NEK Broadband before a bid can be awarded.
- ✓ NEK Broadband will work with contractor to ensure they understand all criteria and processes for completing the installation.

4. Administrative Issues

4.1 Availability of the RFP, Amendments, and Q&A

- ✓ The RFP will be posted publicly and sent to all known contractors.
- ✓ Amendments to the RFP will be provided to those expressing an intent to bid.

4.2 Inquiries about the RFP

All inquiries about the RFP should be emailed or submitted in writing to rfps@NEKBroadband.org:

NEK Broadband
[rfps@NEK Broadband.org](mailto:rfps@NEKBroadband.org)

5. Due Date for Contractor Proposals

DATE	EVENT
02/06/2023	RFP Issued for Bids
02/15/2023 5:00 PM	Intent to bid
02/15/20223 5:00 PM	Questions submitted via email
02/21/20235:00 PM	Questions compiled/answered and returned to all bidders
03/01/2023 5:00 PM	Rolling bids with final bids due by close of business (COB) 5PM EST

5.1 Intent to Bid

Bidders who intend to respond must send an email stating this intent to rfps@nekbroadband.org no later than 5:00 PM on 02/15/2023. The Master Services Agreement is available to those submitting an intent to bid that has a signed confidentiality agreement attached. Bids are accepted and awarded on a rolling basis. We have existing customers that need work so the earlier we receive a bid the earlier you may receive work.

6. Proposal Submission and Format

6.1 Proposal Submission

Email an electronic copy of your proposal to 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 three (3) business days acknowledging receipt of their proposal.

6.2 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 do so on behalf of the company. The cover letter should include the following:

- ✓ Contractor's legal name
- ✓ Contractor's 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)
- ✓ DUNS Number
- ✓ Submit projected crew size available for requested services.
- ✓ State how many employees who will be working on the project reside in the Northeast Kingdom area of Vermont.
- ✓ Discuss Contractor's experience with doing UG drops.

B. Contractor Experience

Provide three (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. Provide a description of equipment that would be used in the drop construction process (I.E., plows, ditch witch, etc.).

D. Bidders are asked to provide a rate table or a cost range by unit of measure or for an entire job. Customers requesting services will be provided with the approved vendor list and the vendors pricing.

- E. Provide a list of areas, in the CUD, that Bidder will be supplying quotes for. (I.E. St. Johnsbury, Derby area, 20 miles around Groton Town, etc.).

7. Evaluation Criteria

Evaluation and scoring of responses will be based primarily on price and the respondents' availability of the materials and resources required to provide underground drop construction. The following additional criteria will be considered during the evaluation process:

- (1) Respondents with employees who will provide services who live within the Northeast Kingdom area of Vermont will receive additional points.
- (2) Respondents with least invasive equipment (i.e., Ditch Witch) utilized will receive additional points.
- (3) Respondents with multiple equipment options that deal with different types of terrain will receive additional points.

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

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.

8.1 Hold Harmless and Indemnification

The Contractor shall defend, indemnify, and hold harmless NEK Broadband 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 NEK Broadband 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.

9. Incurred Costs to Propose

NEK 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.

10. Revisions to RFP

10.1 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.

10.2 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 NEK Broadband 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.

10.3 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 Contractors 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.

10.5 No Waiver of RFP Provisions

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

10.6 Ownership and Disclosure of Proposals

Proposals submitted in response to this competitive procurement shall become the property of NEK Broadband. NEK Broadband 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 NEK Broadband is legally required to disclose. The Contractor must submit the revised proposal in the same manner as the original was submitted.

11. 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 NEK Broadband decide to do so. Contractors must submit a complete proposal package. Failure to do so will disqualify your RFP response submission. Contractors must submit RFP responses by the due date and time as specified herein. Late

proposals will not be accepted. Contractors will be considered non responsive if the above requirements are not submitted as requested.

12. Termination

12.1 Termination for Cause

NEK Broadband 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 NEK Broadband;
- ✓ 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 NEK Broadband;
- ✓ 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

Upon termination, NEK Broadband 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.

12.2 Termination for Convenience

This RFP or any definitive agreement may be terminated by NEK Broadband 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.

13. Contractor Responsibilities

It shall be the responsibility of the selected Contractor to provide the configuration and system quantities to all locations stated herein. NEK Broadband 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 Contractors shall do the following:

- ✓ Provide clear guidelines on what areas of the NEK Broadband footprint they can provide underground drop construction services for. Initially, the opportunity will primarily be in the southern portion of the Northeast Kingdom. Over time as the network expands these services will be required throughout the entire Northeast Kingdom footprint.

- ✓ Coordinate and manage all communication with customers. Conduct all underground drop construction work for NEK Broadband customers requesting such services.
- ✓ Respond to customer inquiries within 5 business days.
- ✓ Furnish all labor, supervision, materials, quality control, tooling, and miscellaneous consumables for the required drop construction work.
- ✓ Have an escalation process for customers who have complaints or concerns about the quality of the work or the technician performing the work.
- ✓ Install all material in accordance with the Product and Services Specifications, including NEK Broadband specifications, NRTC Broadband Solutions specifications, manufacturer's recommendations, and best industry practices.
- ✓ Abide by and remain responsible for compliance with all Federal, State, and local regulations.

✓ 14. Attachments

- ✓ Attachment A – NEK Service Area

NEK Broadband Service Areas Requiring Underground Drop Services. Initially, the opportunity will primarily be in the south eastern portion of the Northeast Kingdom. By end of summer opportunities will exist in the southwester portion of the Kingdom and by fall in the northwestern portion of the Kingdom. Over time as the network expands these services will be required throughout the entire Northeast Kingdom footprint. Please identify by map or description the service area that you are willing to cover.

Attachment A

The area in pink is NEK's service area

RFP NEK #2023-01 for Underground Drop Services

