

REQUEST FOR PROPOSALS

**Broadband Fiber Installation
EDA Award Number 04-79-07585**

DATE ISSUED
November 18, 2021

DUE DATE
December 02, 2021
12:00 Noon

SUBMISSION OF 3 HARD COPIES AND 1 DIGITAL FILE
SHOULD BE DELIVERED TO:

**Yadkin Valley Telephone Membership Corporation
ATTN: Seth Dunlap, VP Finance
1421 Courtney-Huntsville Road
Yadkinville, NC 28512**

Questions on RFP should be sent in writing by email to:

Seth Dunlap
seth.dunlap@yadtel.com

I. PURPOSE

The Yadkin Valley Telephone Membership Corporation (Yadtel) is requesting proposals from interested vendors to complete the Ijames serving area, a 96 count fiber will be spliced into the existing Ijames Serving Office. This fiber will serve one splitter cabinet located at the intersection of Sheffield Road and Powell Road that will provide distribution across the area. A total of 88,048 feet of construction will pass 223 businesses and residences. The selected vendor will be responsible with supplying Yadtel with the necessary equipment and supplies in order to confidently service the Ijames area.

II. BACKGROUND

On April 8, 2021, the US Department of Commerce's Economic Development Administration awarded a \$1,942,916 grant to Yadtel and Co-applicant the County of Davie for Broadband Fiber Installation within the County of Davie's jurisdiction. The project is funded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provided EDA with \$1.5 billion for economic assistance programs to help communities prevent, prepare for, and respond to coronavirus.

III. SUBMISSION REQUIREMENTS

Yadtel will review the responses and potentially interview one or more vendors and have them provide a more detailed scope of work following the interview. After the proposal issue date, all communications between Yadtel and prospective Bidders regarding this RFP shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Seth Dunlap, VP Finance** by emailing seth.dunlap@yadtel.com.

Information submitted in response to this Request for Proposals shall include the following:

- A. **Contact Information:** Name, address, email address, and phone number of the consulting vendor;
- B. **Type of Organization:** Partnership, corporation, sole proprietorship; primary location of vendor; names and experience of principles or directors;
- C. **Project Understanding and Approach:** Provide description of your understanding of project needs and how your vendor will approach these needs;
- D. **Statement of Qualifications:** Narrative or other statement by the vendor of its qualifications to assist with the process to supply Yadtel with the necessary equipment and supplies;

- E. **Availability:** Statement of the availability of the vendor to undertake this project;
- F. **Fees and Costs:** Provide a listing of fees, costs, or expenses that will be involved in this project;
- G. **Project List:** List of similar projects completed or currently underway by the vendor; and
- H. **References:** Names and telephone numbers of at least three references including name of project, brief description of project, and primary contact information.

Respondents shall submit three (3) hard copies and one (1) digital pdf copy of their qualifications on or before 12:00 Noon Eastern time on Thursday, December 02, 2021 in order to be considered.

IV. SCOPE OF SERVICES

The intent of the Scope of Services described herein is to serve as a descriptive of major supplies required to fulfill Yadtel's commitment to the Ijames service area.

Item	Qty	UofM	Description
169	90	EACH	CHARLES PEDESTAL, 10 INCH FIBER CPL10EY
166	90	Each	FIBERSOURCE FSGPL12124141-1057-RS-8OSPSCA 8 Optitap Patching And Splicing Pedestal, Large With Ground Mount Stake, UNVENTED GREEN 12"X12"X41" With 8 OSPSCA Corning Optitap Compatible Adapters, 4 X 2 Mm Yellow Jacket 3 Meter Long Pigtailed For Splicing, Splice Tray Holder With Velcro, 2 Cable Clamps, 1 Ground Bar, 1 Ground Strap, 12 Heat Shrink Splice Tray, Bracket For Tying Off Drop Cables, 12 Per Pallet (FSGPL12124141- 1057-RS-8OSPSCA)
163	4	EACH	VAULT, 2 PC LID FOR 8" CHARLES PED (SQUARE) 2436-24 UNIT Blk Body W/ 2pc Cvr For 8" Charles Ped HBlt (PART # 24361999)
161	4	EACH	CHARLES PEDESTAL, 8 INCH FIBER BDO 4-EVLTPY
356	1	EACH	VAULT FOR SPLITTER CABINET Quazite Hubbell PG3048Z53609
308	24000	FEET	CABLE, BURIED FIBER Loose Tube 144 144EUC-T4101D20 (1) 10,000' & (1) 14,000' REELS
308	10875	FEET	CABLE, BURIED FIBER Loose Tube 144 144EUC-T4101D20
196	14428	FEET	96 LOOSE TUBE 096EUC-T4101D20
72	5111	FEET	Cable, 72 Fiber Loose Tube 072EUC-T4101D20
237	11152	FEET	CABLE, FIBER LOOSE TUBE 48 048EUC-T4101D20

304	6356	FEET	CABLE, FIBER Loose Tube 24 T4101D20	024EUC-
2	18377	FEET	CABLE, BURIED FIBER 12 LT T4101D20	012EUC-
96	13930	Each	Fiber 96 Ribbon 14101D53	096EC5-
72R	8690	FEET	Fiber 72 Ribbon 14101D53	072EC5-
48	15123	Each	Cable, Fiber 48 Ribbon 14101D53	048EC5-
180	90	EACH	ORGANIZER, 10 INCH (PED INSERT) BKPLN205-E04O/Y	

V. METHOD OF EVALUATION AND SELECTION PROCEDURE

The Yadtel Team will review proposals and potentially select the preferred vendor(s) for an interview. After the Yadtel Team determines the preferred vendor, Yadtel will enter into negotiations with the vendor. If for any reason Yadtel and selected vendor cannot agree on a scope of work and fee, Yadtel will enter negotiations with the next desired vendor.

The selection criteria shall include but will not be limited to the following:

- A. **Quality of Submission:** vendor provides all requested information in a concisemanner. The emphasis of the proposal shall be on it completeness and the clarity of its content.
- B. **Previous Experience:** The extent to which the vendor has experience supplying internet service providers with the necessary equipment required to complete projects in Proposed Funding Service Areas (PFSAs).
- C. **Scope of Services and Project Schedule:** Proposed scope of services and project schedule demonstrate an understanding of Yadtel’s needs and requirements associated with CARES Act Funding.

VI. SUBMITTAL REVIEW SCHEDULE ,

December 02, 2021 – Deadline for submissions.

December 09, 2021 – Yadtel Review Team selects preferred vendors and potentially schedules interviews.

December 14, 2021 – Contract between the Yadtel and recommended vendor to be considered for award.

VII. DISCLAIMERS

2 CFR Part 200: Vendors will be selected in accordance with the procurement standards set forth in 2 CFR 200.

Buy American Provision: To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

Federal Participation Disclosure: This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

Late Submissions: Any proposals received after the deadline will not be accepted or considered.

Withdrawal of Proposal: Respondents may withdraw all or any portion of a proposal at any time during and after the review and award process, up to the ratification of an agreement between the Yadtel and the designated vendor.

Withdrawal of Request for Proposal: Yadtel retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent and to modify or amend any portion of this RFP. Notification will be provided to all consultants involved in RFP process.

Applicable laws shall apply: The contract awarded shall be governed in all respects by the laws of North Carolina, and the consultant awarded the contract shall comply with applicable Federal, State, and local laws and regulations.

Equal Opportunity: Yadtel seeks to ensure that all segments of the business community have access to supply the services needed. Yadtel provides equal opportunity for all businesses and does not discriminate against any provider regardless of race, color, religion, age sex national origin or disability. Yadtel encourages minority and women owned business participation in the contracting process.

Confidentiality: RFP responses will become public record and, therefore, are subject to public disclosure once a contract is awarded.

Contract: The Contract will be awarded to a single Vendor. The Contract for services will begin upon issuance of a Notice to Proceed from the Yadtel. The contract will be reviewed by the Yadtel Attorney.

VIII PROVISIONS REQUIRED FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO 2 CFR PART 200)

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of

“funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) The inclusion of a manufacturer's name, trademark, or other proprietary identification of a product shall not limit competition, but shall establish a standard of quality, implying an "or equal" clause, unless expressly specified otherwise. However, the substitution of a product in place of that specified shall be permitted only upon the Owner's issuance of written approval in the form of an Addendum or Change Order to the Contract in response to a formal request submitted by the Contractor sufficiently in advance to allow adequate time for evaluation by the Owner. If the Owner determines that tests are necessary for a proper evaluation, such testing shall be performed as specified by the Owner and at the Contractor's expense. The substitution of a product shall be subject, without limitation, to any requirements listed in the Special Conditions or other parts of this Contract and the following conditions: 1. It is determined by the Owner that the proposed substitute product is equal or superior in properties, quality, character, and appearance to that specified; 2. Such changes as may be required in the Work to install the substitute product and to properly integrate it into the Work are approved by the Owner; 3. All costs for changes due to substitutions are the full responsibility of the Contractor. 4. The Contractor will provide at least the same warranty for the substitution that the Contractor would provide for the product specified; 5. The effect of the substitution on the total cost of the Work is approved by the Owner.

(K) See § 200.323.

(L) See § 200.216.

(M) See § 200.322.