



NTIA-Broadband Infrastructure Program 21
Livingston-Vernon Road Project
Request for Proposal

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INTRODUCTION, OVERVIEW, AND APPROACH

C Spire, a telecommunications-based diverse technology company and the nation's largest privately held, wireless communications provider, is seeking proposals to identify appropriate vendor(s) to provide **outside plant (OSP) materials** for new construction routes as part of the NTIA-Broadband-Infrastructure-Program-21 funding.

Summary

C Spire's Livingston-Vernon Road project proposes deployment of approximately 10.7 route miles of fiber infrastructure passing 101 residential and 32 small businesses addresses. The Livingston-Vernon Road fiber route covers areas north of Highway 22 along Livingston-Vernon Road and into the rural Kearney Park community. The services made available to residents and businesses along the project route will be low-latency, all-fiber broadband service with symmetric speeds of up to 1 Gbps download and 1 Gbps upload.

The supplier/vendor identified to supply outside plant materials must demonstrate its ability to deliver all materials related to the project directly to C Spire through direct purchase. The Vendor will be expected to include supporting material demonstrating its ability to serve C Spire the required materials in a timely fashion. References of similar projects are required for consideration.

While design and engineering of the route is continuing and exact quantities of materials is unknown at the present time, the approximate amounts of materials to be purchased under this RFP are shown at *Exhibit A (page 11)* of this document.

Proposal Requirements

1. Proposals should be organized in the same sequence as this RFP with responses referencing the appropriate corresponding RFP item(s). Vendors should respond to each item at the level of detail at which each is presented or list a variance with a particular item and propose alternate terms and, as applicable, supply any supportive detail. Responses not conforming to the proper format or failure to respond to all items in this RFP may result in a vendor's disqualification and/or rejection of the proposal, at the discretion of C Spire.
2. Where the Vendor is requested to supply information, include that information in the body of the proposal, or reference it is an attachment.
3. A duly authorized officer or agent of the vendor must sign the proposal. Proposals that are not signed are not considered valid. Should vendor partnering take place, a signature by a duly authorized officer or agent of each entity is required on the proposal, though one entity should be designated the lead entity. The lead entity will be the contracting vendor who will be responsible for subcontracting with their other partners.



Proprietary & Confidential

4. All questions and inquiries regarding this RFP should be submitted via email to RFP@cspire.com.
5. Proposals must be submitted in electronic format sent via email attachments to RFP@cspire.com. Faxed, mailed, expressed or telephone proposals will not be accepted. Vendors assume the risk of electronic delivery of their proposals.
6. C Spire will not pay for any information requested herein, nor is it liable for any costs incurred by any vendor in responding to this RFP. All proposals submitted become the property of C Spire; they will not be returned and may be subject to the Freedom of Information Act. Pricing and other information that is an integral part of the proposal cannot be considered confidential after an award has been made.
7. A vendor may withdraw its proposal prior to the RFP response deadline. Proposals received after the deadline will not be considered. Proposals will be reviewed internally at the convenience of C Spire.
8. The proposal and cost submissions constitute an offer by the vendor to do business with C SPIRE. In the event a contract is awarded to a vendor, C Spire, at its option, may incorporate all or parts of a vendor's proposal and any or all answers and information contained within that proposal shall become part of the final agreement between the successful vendor and C Spire. Should a vendor be awarded the contract by C Spire, the vendor agrees to execute the contract provided in conjunction with this RFP as modified for the proposal specifics within 10 days of the award.
9. Any information released either verbally or in writing prior to the release of this RFP shall be deemed preliminary and not binding upon C Spire in any manner.
10. Vendors must submit financial statements for the past two (2) years (or equivalent data) to demonstrate the financial capability to provide the required services.
11. Notwithstanding any other provision of this RFP, C Spire expressly reserves the right to:
 - a. Conduct discussions with any or all Vendors for the purpose of clarification of proposals.
 - b. Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures.
 - c. Accept, reject, or negotiate any or all proposals or the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer.
 - d. Cancel or amend this RFP or issue other requests for proposals.
 - e. Select a vendor(s) based on C Spire's analysis and evaluation of proposals submitted. C Spire reserves the right to request presentations of proposals if C Spire feels further information is appropriate to the decision-making process.
 - f. Select no proposals at all.

g. 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.

12. C Spire reserves the right to use all concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the project. Selection or rejection of proposals shall not affect this right. All proposals will be evaluated, and at C Spire's 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.

13. By submittal of a proposal, a vendor attests to have read, understood, and agreed to all requirements, terms, and conditions in this RFP, including all attachments, exhibits, and appendices.

14. Proposals responding to this RFP shall not be tied to any potential or future arrangements.

15. A vendor and any subcontractor must be properly licensed and registered as required by the State of Mississippi necessary to complete the work contained in this RFP. Proper license and registration is required by each vendor before submitting a bid. Each vendor may, before submitting a proposal, examine the site to determine the extent of work involved and the conditions under which the work would be performed. The submission of a proposal will be construed as evidence that such an examination has been made, and no subsequent allowance will be made in this regard on behalf of the vendor for any error or negligence on its part.

16. Vendors must identify any conflict of interest that may arise from providing services to C Spire. C Spire reserves the right:

- a. to disqualify any vendor or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented;
- b. to require the vendor to take any action or supply information necessary to remove the conflict; or
- c. to terminate any contract 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 C Spire satisfaction.

17. Payments under the contract will be made by C Spire on no more than a monthly basis and final payment within 30 days after satisfactory completion and acceptance by C Spire of the materials.

18. The vendor is expected to provide project management of this effort and report progress weekly (or bi-weekly) against a submitted project timeline and project plan in an acceptable format.



Closing Date

The proposals and separate non-binding cost submissions shall be emailed no later than 4:00 pm CST on **January 25, 2023**. Late proposals submissions will not be accepted.

The following timetable outlines the anticipated schedule for the RFP and Contract process. The timing and the sequence of events resulting from this RFP may vary.

Event Anticipated Dates

- **Proposals Due: 01/25/2023 – Submitted via email to RFP@cspire.com**
- **RFP Evaluation Completed by: TBD**
- **Award and Letter of Intent for Contract no later than: TBD**
- **Contract finalized: TBD**

Response Form and Procedures

Proposal Format

To aid in the evaluation of engineering service proposals, C SPIRE requires that proposals follow this outline:

1. **Cover Letter:** Indicate your firm's interest in the project and highlight key points of your proposal.
2. **Vendor Overview:** Include company history, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information. C SPIRE requires the selected vendor to be licensed to do business in the state of Mississippi.
3. **Proposed Project Team:** Include an organizational chart and resumes of key project team members, including their role in this project. Identify who the primary manager for this project will be within your organization and ensure their resume provides their qualifications for this role.
4. **Price Breakdown:** Provide a price breakdown for all materials for orders placed, noting break points for discounts if all material is ordered at once or through specific volume break points.
5. **Identify which materials have warranties and what warranty periods and terms are.**
6. **References:** Please provide a minimum of three (3) references where your firm and your proposed project team have provided outside plant materials. Please include the name, address, phone number, and email address for each reference as well as a description of work and dates completed.
7. **Vendor should speak to any special costs required for delivery of materials specific cutting lengths to match engineering needs. If there are no special costs, vendor should clearly denote.**
8. **Small, Minority, and Disadvantaged Businesses:**



Proprietary & Confidential

C Spire is committed to involving small, minority, and local businesses for consideration of awards for this RFP. Disadvantage Business Enterprise (DBE) is defined as:

WMBE Minority Women Business Enterprise
MBE Minority Business Enterprise
WBE Women Business Enterprise
SDBE Small Disadvantage Business Enterprise
VBE Veteran Business Enterprise
SDV Service-Disabled Veteran
8A Small Disadvantage Business
HUB Historically Underutilized Business
HUBZone SBA HUBZone Program eligibility

Vendors are to identify the extent to which DBEs, Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs) Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs), Minority-Owned Businesses (MOBs), or Local Businesses (LBs) would be utilized in the performance of this proposed contract. For C Spire's DBE Participation Plan, a small business is defined in accordance with the Small Business Administration's size regulation 13 CFR 121.201. In addition, as defined by the North American Industry Classification System (NAICS) code applicable to this RFP, the offeror's own participation as a SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB is to be identified, and DBE participation will be considered in evaluating the Socioeconomic Considerations, Location, and Value-Added evaluation factor.

All Vendors are to provide:

- (1) The names of DBEs and SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and
- (2) The estimated total dollars of such work and percentage of the total estimated proposed services provided by these vendors.

9. Value Add: Vendors should include any "value added" solutions in their response to this RFP. These solutions will be evaluated for feasibility and benefits to Program goals. If value added solution is deemed feasible and beneficial, it will be considered in evaluating the Socioeconomic Considerations, Location, and Value-Added evaluation factor.

10. Financial Statements: Include information related to your financial stability, including audited financial statements over the past two (2) years, any pending lawsuits, or legal actions against your company, and contact information for your financial institution. Include your coverage for general liability, workers compensation, professional liability, and errors & omissions insurances. C Spire requires a minimum of \$1,000,000 in liability insurance.

11. Other Current Projects: Indicate your existing client workload and what other projects your team is committed to, including project time frames. If you have any project that may cause a conflict of interest



or could otherwise hinder your proposed timeframes, please describe those projects and how your firm manages multiple client priorities.

Evaluation Criteria

The C Spire evaluation team will assess each submitted proposal and rank the proposal according to the following point system:

Pricing: 60

Socioeconomic, Minority Participation, Location, Value-Add: 10

Staging and Warehousing Capabilities: 10

Past Performance: 10

References: 10

Total Possible Points: 100

All requested information in the Proposal Format section must be included in your response. Vendors are solely responsible for their own expenses in preparing and submitting a proposal, and for subsequent contract negotiations with C Spire.

Although notification will be provided to Vendors whose proposals are not accepted, further debriefing information will not be made available.

General Terms and Conditions -- Professional Services Contracts

An award resulting from this RFP is automatically canceled if federal funds under NTIA are not appropriated or otherwise made available to support the contract's commencement or continuation of performance.

Compliance with Laws

The Vendor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Notice of Funding Opportunity, 74 Fed. Reg. 33,106, and all other applicable guidelines. Any subletting or subcontracting by the Vendor subjects subcontractors to these same provisions.

Buy American Requirement

To the extent applicable, the Vendor shall comply with the requirements as implemented by 2 CFR Part 176 Subpart B unless NTIA waives the application of this provision.

Prevailing Wage Rates and Labor Standards

1. To the extent applicable, the Vendor shall pay all laborers and mechanics employed by Vendor on the Project not less than the prevailing wage determined under the "Davis-Bacon Act" (40 USC 276(a)) for similar work in the civil subdivision for which the laborers and mechanics perform the work. In addition, to the extent applicable, the Vendor shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 USC 327-333).

2. The Vendor shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations.



Supplier Bond or Liability Insurance

The Vendor shall purchase a supplier bond from a surety licensed to do business in the State of Mississippi and provide C Spire with proof of liability insurance. The supplier bond or the liability insurance policy shall be in the same amount as the award value of the resulting contract under this RFP and shall entitle C Spire to call upon the surety to complete the contract in one of two ways: (1) the surety and C Spire can choose a new Vendor to complete the contract and the surety pays the costs; or (2) C Spire alone chooses to terminate the contract by selecting another Vendor and the surety pays the costs.

No Gifts and Gratuities Policy

C Spire policy strictly prohibits its staff from accepting any favors or gratuities from contractors, potential contractors, sub-agreement parties, or from anyone that could potentially be involved in any aspect of C Spire's business.

CERTIFICATION REGARDING DEBARMENT

All proposals must be accompanied by a CD-512 Certifications Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-lower Tier Covered Transactions and Lobbying signed by an authorized representative.

LEGAL PROVISIONS

- Failure to follow any instruction within this RFP may, at C Spire's sole discretion, result in the disqualification of the Bidder's proposal.
- Bidder's response to this RFP should reflect exceptions to any C Spire requirements with which the Bidder cannot comply. These exceptions shall be itemized in the Bidder's response.
- All bids must be valid for a period of at least 120 days following the date of submission.
- C Spire reserves the sole right to accept or reject, in part or in whole, any proposal received.
- C Spire shall incur no obligation or liability whatsoever by reason of issuance of this RFP or any action by anyone relative thereto. The Bidder's preparation of their response is at the sole expense and liability of the Bidder.
- All discussions, negotiations, understandings, agreements resulting from this RFP are preliminary. C Spire has no obligation to the Bidder until a formal Master Service Agreement and Statement of Work are executed.
- News releases by the Bidder regarding any aspect of this solicitation shall not be made at any time without the prior written approval of C Spire.
- Any information or data delivered to C Spire in response to this RFP will not be returned.
- All data, electronic or otherwise, collected by the successful Vendor, and all documents, notes, programs, databases, search engines, files, reports, studies, and/or other material collected and prepared by Vendor in connection with this project shall be the property of C Spire upon completion of this project or upon termination of this project.
- Vendor shall defend, indemnify, and hold C Spire harmless from and against any and all actual or threatened third-party claims, suits, actions or proceedings that allege that C Spire's use of Vendor's solutions, including its search engine, infringes or misappropriates the intellectual property rights of a third party.
- C Spire reserves the right to negotiate with any Vendor prior to and /or subsequent to any contract award.
- Any proprietary information contained in the bid shall be so indicated with the notation in bold letters at the top and bottom of the page as follows, **"THIS PAGE CONTAINS PROPRIETARY INFORMATION."** A general indication that the entire contents or a major portion of the bid is propriety will not be honored.
- It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this RFP. The Bidder must include and complete all parts of its cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, mistakes in calculation or inadequate details in the Bidder's cost proposal are the sole responsibility of the Bidder and may be grounds for rejection of the Bidder's proposal. Costs that are not clearly identified will be borne by the Bidder.
- Proposals may be withdrawn, modified, and resubmitted prior to the formal bid due date in the same manner as the initial submission. Modifications submitted after the formal bid due date, or in any a manner other than the acceptable submission manner, will not be considered.
- C Spire reserves the right to waive any defect or irregularity in any proposal procedure.
- C Spire reserves the right to request additional information or clarification of a Bidder's proposal. The Bidder's cooperation during the evaluation process in providing C Spire staff with adequate responses to requests for clarification will be considered a factor in the

evaluation of the Bidder's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at C Spire's discretion, result in the disqualification of the Bidder's proposal.

- The successful Vendor shall acknowledge and certify that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

EXHIBIT A

| Livingston-Vernon Project | |
|---------------------------|--------|
| Total Mileage | 10.7 |
| Footage | 56,496 |

| Materials | Units | Costs Per Unit | Extended Costs |
|-----------------------------|----------|----------------|----------------|
| 2-1.25" Innerduct | | | |
| 3-1.25" Innerduct | 64970.40 | | |
| UH-4 Handholes | 38.00 | | |
| UH-5 Handholes | 12.00 | | |
| 144ct SWRibbon Fiber | 52823.80 | | |
| 288ct SWRibbon Fiber | 9321.80 | | |
| AFL 350 XL Splice Enclosure | 5 | | |
| Ribbon Splice Sleeves | 71 | | |
| Flush Mount Test Stations | 37 | | |
| Test Station Tails | 42 | | |
| Total Materials Cost | | | |