

**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**\*\*Re-advertisement\*\***

**FOR**

**FTTP CONSTRUCTION MATERIALS**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-09-RA**

**Re-Advertisement Issue Date:**

**05/19/2022**

**Sealed Bids to be received until:**  
**May 31<sup>st</sup> 2022 @ 10:00 am**

# Instruction to Bidders

## 1. Submittal

All *bids* must be submitted by: 05/31/2022 @ 10:00 am

Mailing address for bids is:

City of Wilson (Attn: Purchasing Manager)  
PO Box 10  
Wilson, NC. 27894-0010

Hand delivery and shipping address is:

City of Wilson (Attn: Purchasing Manager)  
1800 Herring Ave. E.  
Wilson, NC. 27893

All *bids/proposals* must be submitted in a sealed envelope marked: **BID # 2022-09-RA: FTTP  
CONSTRUCTION MATERIALS FOR EDA PROJECT #04-79-07580**

## 2. USE OF CONTRACT DOCUMENTS

These Bidding Documents are to be used only for the purpose of understanding this bid and consideration toward submitting a proposal. They may not be used for any other purpose.

## 3. ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Bidding Documents. Questions and requests for such interpretation shall be made in writing to the City. Questions about bid can be submitted via e-mail to [rvwilson@wilsonnc.org](mailto:rvwilson@wilsonnc.org), future addenda will be published based on questions received and compilation of answers in a time frame that considers the responsiveness of the potential bidders. Any Addenda will be provided to known interested parties, but it shall be the Bidder's responsibility to make inquiry as to any Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged.

## 4. PREPARATION OF BID

The City's bid forms must be used when provided – submit one original. Bidders shall label their bid proposal with business name, bid name and bid date, then seal their bid proposal inside an envelope. If mailing a bid proposal, provide a sealed envelope within the postal envelope.

## **5. ITEMS REQUIRED TO BE SUBMITTED WITH THE BID**

Failure to submit the following items with the bid may consider it to be non-responsive and not considered:

- \_\_\_\_\_ Bid Form with bid price(s) written or typed
- \_\_\_\_\_ Material Cut sheet for supplied items
- \_\_\_\_\_ Signatures on Forms and notarized where noted
- \_\_\_\_\_ E-Verify Affidavit
- \_\_\_\_\_ Affidavit A
- \_\_\_\_\_ References
- \_\_\_\_\_ Addendums (if issued)
- \_\_\_\_\_ Minority Participation forms

## **6. RECEIPT AND OPENING OF BIDS**

Each Bid is to be submitted in a sealed envelope and plainly marked with the project name, bid number, and bid opening time. If mailed, the sealed envelope containing the Bid is to be enclosed in another envelope to avoid it being opened before the advertised time. Bids received prior to the advertised bid opening will be securely kept as sealed. Bids received after the advertised bid opening time will be returned to the Bidder upon request unopened.

## **7. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written request prior to or within seventy-two hours (72) after the opening of bids by contacting the bidding officer. To withdraw an opened bid, proof must be given of a mathematical error or omission as opposed to judgment or interpretation error.

## **8. MINIMUM NUMBER OF BIDS (FORMAL CONTRACTS ONLY)**

North Carolina General Statute 143-129 and 143-132 prohibits the awarding of a formal contract unless at least two (2) competitive bids are received from reputable and qualified contractors. Therefore, if fewer than two (2) such bids are received, they will not be opened but returned to the contractors; and the project may be re advertised.

## **9. AWARD OF CONTRACT; REJECTION OF BIDS**

The Owner reserves the right to hold bids for a period of sixty (60) days for the purpose of reviewing the bids and investigating the qualifications of the Bidders. The Owner reserves the right to reject any bid if by evidence or investigation, the Owner is not satisfied that such Bidder is properly qualified to carry out

the obligations of the contract and to complete the work herein. The owner reserves the right to award a contract that is in its best interest.

**10. EXECUTION OF AGREEMENT**

The successful Bidder is required to execute a Contract within ten days (10) days after notice of award. Failure to do so constitutes a default and the Owner may elect to award to the next lowest bidder or re-advertise the bid.

**11. LIQUIDATED DAMAGES**

The City of Wilson reserves the right to charge the Contractor for each day services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the City of Wilson and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor. The per diem charge will be equal to \$500.

**12. ERRORS, OMISSIONS, AND DEVIATIONS**

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

**13. PAYMENT**

N.C.G.S. 143-134.1 prohibits retainage on public projects that cost less than \$100,000.00 in total. Prior to final payment, the Contractor will be required to submit any forms, warranties, etc that the Owner requires. The payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work. The payment terms shall be Net 30 days.

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## ATTACHMENT A – PRICE PROPOSAL SHEET

# 1 Summary

Greenlight Community Broadband (“Greenlight”) operates a municipally owned Fiber-to-the-Premises (FTTP) network serving more than 10,000 customers in Wilson, North Carolina and surrounding areas. Greenlight intends to enter into a contract with a qualified Contractor to furnish fiber optic cable and related materials required for an expansion of its FTTP network as described in this Request for Proposals (RFP).

## 1.1 Required Materials

Required materials included in this RFP consist of:

- Singlemode, All Dielectric Self-Supporting (ADSS) fiber optic cable
- Singlemode, loose buffer tube fiber optic cable
- HDPE conduit
- Locatable pull-tape
- Underground vaults
- Dead-ends and trunnions for self-supporting aerial fiber cable installations
- U-guards
- Fiber Distribution Cabinets
- Optical Splitters
- Splice enclosures and accessories

## 1.2 Material Specifications and Approved Equivalents

Material Specifications detailed in Section 2 are intended to reflect minimum performance characteristics and physical attributes necessary to enable interoperability with the existing network deployment and facilitate ongoing maintenance operations. Strict adherence with the specifications is critical to enabling a seamless expansion of the FTTP network and to ensure performance standards and operational efficiencies are not compromised.

Where a particular make and model is referenced in the Material Specifications for a bid item, this is intended to illustrate the required product specifications and are not intended to exclude other equivalent materials. Bidders may propose alternative items, subject to approval by Greenlight.

## 1.3 Shipping

The awarded Contractor shall be responsible for drop shipping material to Greenlight's warehousing facility(s) located at **1800 Herring Ave. E. Wilson, NC. 27893**. All pricing shall be Free on Board (FOB) Destination. Materials or equipment shall be transported in a legal fashion and shall be protected from damage or loss. Lost or unaccounted material will be the responsibility of the Contractor.

## 2 Material Specifications

The materials specified or an approved equivalent shall be supplied by the awarded Contractor. All materials supplied shall be new and unused and, where applicable, all materials and equipment supplied shall be UL-listed.

### 2.1 Fiber Optic Cable

Required fiber optic cable consists of both outdoor, loose buffer tube cable and ADSS cable in varying strand counts. All fiber shall be singlemode meeting or exceeding ITU G.652.D performance standards.

Cable shall be delivered on non-returnable wooden reels. Cable shall be provided on as few reels of contiguous cable as possible. If the full quantity of a particular cable requires more than a single reel, the quantity for each partial reel shall be coordinated with Greenlight in advance.

#### 2.1.1 Outdoor Loose Buffer Tube Cable

The outdoor loose buffer tube cable shall be gel-free with a single Jacket designed for outside plant applications, designed for installation in duct systems or lashed to aerial messenger wire, and have a UV-resistant outer jacket. Fiber optic cable shall meet ANSI/ICEA S-87-640 and Telcordia GR-20 and shall be RDUP PE-90 listed. OSP loose tube cable will be provided in the below fiber cable varieties.

##### ***Item 2.1.1a: 12-Strand Outdoor Loose Buffer Tube Fiber Cable***

- 0.39-inch outer diameter
- 1 buffer tube, 12 fibers per tube
- Installation Minimum Bend Radius: 3.9 inches
- Maximum tensile load: 600 lbs.
- Shall be *AFL Gel-Free Non-Armored OSP Loose Tube (LE Series Gel-Free SJ) LE0129C5101N1D*, or approved equivalent

##### ***Item 2.1.1.b: 24-Strand Outdoor Loose Buffer Tube Fiber Cable***

- 0.39-inche outer diameter
- 1 Buffer tube, 12 Fibers per tube
- Installation Minimum Bend Radius: 3.9 inches
- Maximum tensile load: 600 lbs.
- Shall be *AFL Gel-Free Non-Armored OSP Loose Tube (LE Series Gel-Free SJ) LE0249C5101N1D*, or approved equivalent

#### 2.1.2 ADSS Loose Buffer Tube Cable (Short Span, Single Jacket)

The ADSS loose buffer tuber cable shall meet the requirements of the IEEE Standard for Testing and Performance for All-Dielectric Self-Supporting (ADSS) Fiber Optic Cable for Use on Electric Utility Power Lines (IEEE 1222-2019). Specified cables shall support pole-to-pole span lengths up to 1,100 feet and have a single jacket design. All cables shall have a gel-filled, loose buffer tube design.

***Item 2.1.2a: 12-Strand ADSS Fiber Cable***

- 0.425-inch outer diameter
- Single buffer tube, 12 fibers per tube
- Maximum rated cable load: 539 lbs.
- Shall be *AFL Flex-Span ADSS Fiber Optic Cable AE0129C520A08*, or approved equivalent

***Item 2.1.2b: 24-Strand ADSS Fiber Cable***

- 0.425-inch outer diameter
- Two buffer tubes, 12 Fibers per tube
- Maximum rated cable load: 539 lbs.
- Shall be *AFL Flex-Span ADSS Fiber Optic Cable AE0249C520A08*, or approved equivalent

***Item 2.1.2c: 48-Strand ADSS Fiber Cable***

- 0.425-inch outer diameter
- Four buffer tubes, 12 fibers per tube
- Maximum rated cable load: 539 lbs.
- Minimum supported span length (NESC Medium Loading with 1.5% sag): 375 ft.
- Shall be *AFL Flex-Span ADSS Fiber Optic Cable AE0489C520A08*, or approved equivalent

***Item 2.1.2d: 72-Strand ADSS Fiber Cable***

- 0.465-inch outer diameter
- Six buffer tubes, 12 fibers per tube
- Maximum rated cable load: 854 lbs.
- Minimum supported span length (NESC Medium Loading with 1.5% sag): 525 ft.
- Shall be *AFL Flex-Span ADSS Fiber Optic Cable AE0729C620A08*, or approved equivalent

***Item 2.1.2e: 96-Strand ADSS Fiber Cable***

- 0.528-inch outer diameter
- Eight buffer tubes, 12 fibers per tube
- Maximum rated cable load: 1,296 lbs.
- Minimum supported span length (NESC Medium Loading with 1.5% sag): 725 ft.
- Shall be *AFL Flex-Span ADSS Fiber Optic Cable AE0969C820A08*, or approved equivalent

***Item 2.1.2f: 144-Strand ADSS Fiber Cable***

- 0.484-inch outer diameter
- Six buffer tubes, 24 Fibers per tube
- Maximum rated cable load: 913 lbs.
- Shall be *AFL Flex-Span ADSS Fiber Optic Cable AE144906AA2*, or approved equivalent

***Item 2.1.2g: 288-Strand Fiber ADSS Fiber Cable***

- 0.890-0.945-inch outer diameter
- 12 buffer tubes, 24 fibers per tube
- Minimum Bend Radius: 13 inches static (installed), 17 inches dynamic



- Maximum rated cable load: 2,710 lbs.
- Shall be *OFS AT-XXX27DT-288-CLCB* (this is a customer-specific cable part number from OFS), or approved equivalent

## 2.2 Conduit

The Contractor shall provide high-density polyethylene (HDPE) roll duct meeting ASTM D-3350 specifications. All supplied conduits shall have a smooth inner wall and smooth outer wall. Conduit shall be Orange with a white stripe and provided in the following variations:

- 1.5-inch, SDR 11
- 1.900-inch nominal outer diameter
- 1.554-inch nominal inner diameter
- 0.173-inch minimum wall thickness
- Bend Radius not to exceed 24 INCHES
- Shall be *Carlton A9C6D1J3MA1500* or approved equivalent

## 2.3 Locatable Pull Tape

Pull tape shall be comprised of a flat, soft fiber polyester woven material, and shall be pre-lubricated. Pull tape shall meet the following specifications:

- Marked a minimum every 24" with sequential footage makings
- Incorporate a 22AWG (Solid) BC semi-rigid, PVC insulated 300V tracer wire woven into line
- Have a minimum 1,250 lbs. pull/tensile strength
- Consist of corrosion resistant fibers and conductor
- Shall be *Bull-Line Locatable Tape WP12LC* or approved equivalent

## 2.4 Underground Vaults

The Contractor shall supply communications vaults meeting dimensional and structural loading requirements specified.

All vaults shall have the appropriate ANSI/SCTE 77-2017 standards and have the ANSI Tier Designation/load rating embedded in a surface that will be visible after installation. All vaults shall be straight walled with an open bottom.

Vaults shall each be provided with a lid, lid bolts, and any required reducing coupler to support 2-inch nominal diameter conduit. All hardware shall be 18-8 stainless steel, including Penta-Head bolts.

Vaults shall be supplied in the following varieties:

***Item 2.4a: Underground Vault, Tier 22, 13" x 24" x 15"***

- Tier 22 Rated (22,500-pound design load, 33,750-pound test load)
- HDPE manufactured body

- Below Grade Vault, UL listed to ANSI/SCTE 77
- External dimensions : 18 1/8" x 27 1/2" x 15" (W x L x D)
- Straight-walled, open bottom
- Tier 22 composite cover
- Shall be *Channel Bulk 2 Series w/Shield X Lid*, or approved equivalent

***Item 2.4b: Underground Vault, Tier 22, 24" x 36" x 24"***

- Tier 22 Rated (22,500-pound design load, 33,750-pound test load)
- HDPE manufactured Body
- Below Grade Vault, UL listed to ANSI/SCTE 77
- External dimensions : 28 3/4" x 40 3/8" x 24" (W x L x D)
- Straight-walled, open bottom
- Tier 22 composite cover
- Shall be *Channel Bulk 4 Series w/Shield X Lid*, or approved equivalent

## 2.5 Dead-ends

Dead-end assemblies are required to terminate ADSS cable spans for a variety of cable types and configurations. All components of the dead-end assembly for ADSS spanning shall be made of galvanized steel, extension link, formed wire dead-end, reinforcement rods, and consist of the following additional components:

***Item 2.5a: Dead end Clevis***

- *Aluminum Construction*
- *Rated Strength: 12000 lbs.*
- *Minimum Seat Diameter: 2 ¼*
- *Minimum Groove Diameter: 7/8*

*Shall be* (Preformed Line Products TC-5A, or approved equivalent)

***Item 2.5b: Clevis Pin***

- *ITW shakeproof*
- *5/8"x 4"*
- *Low Carbon Steel*
- *Effective Length: 3.766" (3-49/64)*
- *Head Diameter: .810"*

*Shall be* (Part Huyett CLP-0625-4000/B or approved equivalent)

***Item 2.5c: 5/8 x 12 Steel Machine Bolt***

- *Length: 12 inches*
- *Diameter: .8 Inches*
- *Weight: 1.1 lbs.*
- *Thread Length: 6 inches*
- *Tensile Strength: 12,400 lbs*

Shall be (Part DF3b12, or approved equivalent)

***Item 2.5d: 5/8 x 12 Eye Bolt***

- *Type: Eye*
- *Head: Oval*
- *Material: Steel, hot dipped galvanized*
- *Diameter: 5/8 inches*
- *Overall Length: 12 Inches*
- *Thread Length: 6 inches*
- *Tensile Strength: 13,550 lbs.*

Shall be (Part J9412, or approved equivalent)

***Item 2.5e: 5/8 Thimble Eye Nut***

- *Inside Diameter: 1 1/2"*
- *Outside Diameter: 2 5/8"*
- *Eye Shape: Oval*
- *Material Steel*

Shall be (Part J1092, or approved equivalent)

***Item 2.5f: 5/8 x 2 1/4 "Washer***

- *Type: Square Flat*
- *Size: 2 1/4 x 2 1/4 inches*
- *Thickness: 3/16 inches*
- *Diameter: 5/8 inches*
- *Material: Steel*

Shall be (Part J1075), or approved equivalent

***Item 2.5g: Dead-end for 12/24/48-strand ADSS Cable***

Dead-ends for 12-, 24-, and 48-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.425 inches to 0.451 inches
- Component's strength of 6,500 lbs.
- Support a maximum initial tension of at least 1,000 lbs.
- Support a maximum loaded tension of at least 2,500 lbs.
- Shall be *AFL- ADESE425/451C*, or approved equivalent

***Item 2.5h: Dead-end for 72-strand ADSS Cable***

Dead-ends for 72-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.452 inches to 0.481 inches

- Component's strength of 6,500 lbs.
- Support a maximum initial tension of at least 1,000 lbs.
- Support a maximum loaded tension of at least 2,500 lbs.
- Shall be *AFL- ADESE452/481C*, or approved equivalent

***Item 2.5i: Dead-end for 96-strand ADSS Cable***

Dead-ends for 96-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.511 inches to 0.542 inches
- Component's strength of 6,500 lbs.
- Support a maximum initial tension of at least 1,000 lbs.
- Support a maximum loaded tension of at least 2,500 lbs.
- Shall be *AFL- ADESE511/542C*, or approved equivalent

***Item 2.5j: Dead-end for 144-strand ADSS Cable***

Dead-ends for 144-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.482 inches to 0.510 inches
- Component's strength of 6,500 lbs.
- Support a maximum initial tension of at least 1,000 lbs.
- Support a maximum loaded tension of at least 2,500 lbs.
- Shall be *AFL ADESE482/510C*, or approved equivalent

***Item 2.5k: Dead-end for 288-strand ADSS Cable***

Dead-ends for 288-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.890 inches to 0.945 inches
- Component's strength of 6,500 lbs.
- Support a maximum initial tension of at least 2,000 lbs.
- Support a maximum loaded tension of at least 4,000 lbs.
- Shall be *AFL ADEME890/945C*, or approved equivalent

## **2.6 Trunnions**

Trunnion assemblies for single cables are to be of high-strength aluminum and shall have mounting options for bolting, banding, or standoff installation. Trunnions shall be designed to support span lengths of up to 1,200 ft. in NESC Light loading conditions and 600 ft. in NESC Heavy loading conditions with maximum line angle for stringing of 15 degrees total (7.5 degrees per side) and the number of structures not to exceed 30.

***Item 2.6a: Trunnion for 12/24/48/72-strand ADSS Cable***

Trunnion for 12/24/48/72-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.420 inches to 0.474 inches

- Bushing color: purple and white
- Shall be *AFL - ATGN420/474*, or approved equivalent

***Item 2.6b: Trunnion for 96-strand ADSS Cable***

Trunnion for 96-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.526 inches to 0.575 inches
- Bushing color: orange
- Shall be *AFL – ATGN526/575*, or approved equivalent

***Item 2.6c: Trunnion for 144-strand ADSS Cable***

Trunnion for 144-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.475 inches to 0.525 inches
- Bushing color: blue
- Shall be *AFL - ATGN475/525*, or approved equivalent

***Item 2.6d: Trunnion for 288-strand ADSS Cable***

Trunnion for 288-strand ADSS cable shall meet the following specifications:

- Supports a cable outer diameter ranging from 0.876 inches to 0.925 inches
- Bushing color: pink
- Shall be *AFL – ATGN876/925*, or approved equivalent

## 2.7 U-guards

U-guards shall have a flanged “U” designed and be designed to provide protected cable paths along utility poles (i.e. “risers”) or building structures. U-guards shall be provided in 10-foot segments and have an outside nominal width of 1.5 inches meeting the following specifications:

- Comprised of polyethylene
- Nominal Width: 1-4/5
- Color: grey
- Shall have eight mounting holes in the flanges evenly spaced per side
- Shall have one bell end to allow overlap with an adjacent cable guard
- Shall be NEMA TC-19 rated for impact and ultraviolet resistance
- Shall be *EMCO PE-1.5UG10*, or approved equivalent.

## 2.8 Fiber Distribution Cabinet

***Item 2.8a: Pole-mount Fiber Distribution Cabinet (FDC)(144ct.)***

FDCs shall be designed to provide a secure, metallic outdoor housing for Optical Splitter Modules. The FDC shall contain pre-terminated feeder and distribution fiber stub cable assemblies and shall provide interior storage cassettes for parking inactivated fiber strands. The FDC shall provide hinged doors for

unobstructed access to Optical Splitter Modules and fiber cable assembly jumpers. The FDC shall provide cable management and strain relief for feeder and distribution stub cables and interior jumper pigtails, and shall meet the following general specifications:

- Minimum capacity of 144 Fiber Distribution Ports and 24 Input ports.
  - Support for nine 1x32 splitter modules
- Equipped with 100 foot, 144-strand, outdoor distribution fiber stub cable assembly pre-terminated with SC-APC connectors
- Equipped with 100 foot, 24-strand, outdoor distribution feeder (input) stub cable assembly, pre-terminated with SC-APC connectors
- Supplied with utility pole mount hardware
- Shall comply with Telcordia GR-3125
- Shall be *AFL IDEAA Exterior Distribution Cabinet - EA000314*, or approved equivalent

***Item 2.8b: Pole Mount Fiber Distribution Panel (FDC)(288ct.)***

FDCs shall be designed to provide a secure, metallic outdoor housing for Optical Splitter Modules. The FDC shall contain pre-terminated feeder and distribution fiber stub cable assemblies and shall provide interior storage cassettes for parking inactivated fiber strands. The FDC shall provide hinged doors for unobstructed access to Optical Splitter Modules and fiber cable assembly jumpers. The FDC shall provide cable management and strain relief for feeder and distribution stub cables and interior jumper pigtails, and shall meet the following general specifications:

- Minimum capacity of 288 Fiber Distribution Ports and 24 Input ports.
  - Support for nine 1x32 splitter modules
- Equipped with 100 foot, 288-strand, outdoor distribution fiber stub cable assembly pre-terminated with SC-APC connectors
- Equipped with 100 foot, 24-strand, outdoor distribution feeder (input) stub cable assembly, pre-terminated with SC-APC connectors
- Supplied with utility pole mount hardware
- Shall comply with Telcordia GR-3125
- Shall be *AFL IDEAA Exterior Distribution Cabinet - EA000302*, or approved equivalent

***Item 2.8c: Optical Splitter Module, 1x32***

Passive optical splitters shall be designed as compact, self-contained modules compatible with and designed for use in the specified Fiber Distribution Cabinets. All input and output connector bulkheads shall be mounted securely on and accessible from the exterior of the module housing. Each splitter shall meet the following specifications:

- Shall provide 1 x 32 input/output splitter configuration
- Module housing shall be equipped with SC-APC connectors and bulkheads

- Module housing shall contain PLC splitter and factory connectorized fiber pigtailed
- Operating wavelength range of 1260 nm to 1650 nm
- Typical Insertion Loss: 16.6 dB
- Max insertions Loss: 17.5 dB
- Max insertion loss uniformity across operating range: 2 dB
- Single mode fiber compliant with ITU G.652.D
- Compliant with Telcordia GR-1209 and GR-1221
- Shall be *AFL IDEAA EA000102*, or approved equivalent

## 2.9 Splice Enclosures and Accessories

### ***Item 2.9a: Hinged Splice Enclosure, 96 single fusion capacity***

Hinged splice enclosure shall be designed for below grade vault, pole/wall mount or aerial applications. The enclosure shall have a hinged lid with integrated gasket to provide a hermetic seal. The enclosure shall have internal cable management for fiber buffer tubes/ribbons, and shall meet the following specifications:

- Designed and tested in accordance with Telcordia GR-771-CORE
- IP-68 rated
- Dimensions: Size: 18.7" L x 10" W x 3.7" H
- Maximum splice capacities:
  - Single Fusion: 96 strands
  - Ribbon/Mass Fusion: 288 strands
- Shall be the *PLP COYOTE In-Line RUNT Closure (800012337)*, or approved equivalent

Each specified splice enclosure shall be provided with the following compatible accessories:

- Splice Trays: One (1) tray, each with 40 single strand fusion splice capacity (shall be *PLP LITE-GRIP Short Tray, part # 80808392*, or equivalent)
- Cable entry grommets: One (1) two-hole silicone cable entry grommet, each to accommodate a cable size range of 0.42 inches to 0.60 inches (shall be *PLP Coyote Part # 8003663*, or equivalent)
- Cable entry grommets: One (1) seven-hole silicone cable entry grommet, each to accommodate cable size ranges of 0.42 inches to 0.60 inches (one hole) and 0.125 inches to 0.25 inches (six holes) (shall be *PLP Coyote # 8003676*)
- Cable entry grommets: One (1) two-hole silicone cable entry grommet, each to accommodate cable size ranges of 0.42 inches to 0.60 inches and 0.60 inches to 0.85 inches (shall be *PLP Coyote Part # 8003701*, or equivalent)
- Shall include all necessary hardware for assembly (shall include *PLP Coyote Hardware Bag #80807794*, or equivalent).

***Item 2.9b: Hinged Splice Enclosure ADSS Mounting Bracket***

Hinged Splice Enclosure ADSS Mounting Bracket consists of an aerial mounting bracket designed for ADSS applications.

- Shall be the *PLP COYOTE In-Line RUNT ADSS Aerial Mounting Bracket Kit (8003864)*, or approved equivalent.

***Item 2.9c: Sealed Dome Splice Enclosure, 216 single fusion capacity***

Sealed Dome Splice Enclosures shall be designed for below grade vault, pole/wall mount or aerial applications. The housing shall be designed to enable independent access to every cable.

- Designed and tested in accordance with Telcordia GR-771-CORE
- IP-68 rated
- Dimensions: 6.5 inches (diameter) x 22-inches (length)
- Maximum splice capacity:
  - Single Fusion 216 strands
  - Ribbon/Mass Fusion 648 strands
- Shall be the *PLP COYOTE Dome Closure (800012336)*, or approved equivalent

Each specified splice enclosure shall be provided with the following compatible accessories:

- Splice Trays: Two (2) trays, each with 80 single strand fusion splice capacity (shall be *PLP LITE-GRIP Long Tray, part # 80808394*, or equivalent)
- Cable entry grommets: Four (4) two-hole silicone cable entry grommets, each to accommodate cable size ranges of 0.42 inches to 0.60 inches and 0.60 to 0.85 inches (shall be *PLP Coyote Part # 8003701*, or equivalent)
- Shall include all necessary hardware for assembly (shall include *PLP Coyote #80807383 Hardware Bag for End Plate and # 80812188 Bolt Kit*, or approved equivalent).

***Item 2.9d: Sealed Dome Splice Enclosure ADSS Mounting Bracket for 216 single fusion capacity enclosure***

Sealed Dome Splice Enclosure ADSS Mounting Bracket consists of an aerial mounting bracket designed for ADSS applications. Shall be the *PLP COYOTE Aerial Mounting Bracket Dome Mount (8003833)*, or approved equivalent.

***Item 2.9e: Sealed Dome Splice Enclosure, 720 single fusion capacity***

Sealed Dome Splice Enclosures shall be designed for below grade vault, pole/wall mount or aerial applications. The housing shall be designed to enable independent access to every cable.

- Designed and tested in accordance with Telcordia GR-771-CORE
- IP-68 rated
- Dimensions: 9.5 inches (diameter) x 28-inches (length)
- Maximum splice capacity:
  - Single Fusion 432 strands



- Ribbon/Mass Fusion 1728 strands
- Shall be the *PLP COYOTE Dome Closure (80061055)*, or approved equivalent

Each specified splice enclosure shall be provided with the following compatible accessories:

- Splice Trays: Two (2) trays, each with 72 single strand fusion splice capacity (shall be *PLP LITE-GRIP Long Tray, part # LGSTS72*, or equivalent)
- Cable entry grommets: Two (2) one-hole silicone cable entry grommets, each to accommodate cable size ranges of 0.60 inches to 0.85 inches (shall be *PLP Coyote Part # 8004100*, or equivalent)
- Shall include all necessary hardware for assembly (shall include *PLP Coyote Bracket Kit, Part# 80808535* and Large Strength Member Adapter Kit *Part# 80808878*, or approved equivalent).

***Item 2.9f: Sealed Dome Splice Enclosure ADSS Mounting Bracket for 720 single fusion capacity enclosure***

Sealed Dome Splice Enclosure ADSS Mounting Bracket consists of an aerial mounting bracket designed for ADSS applications. Shall be the *PLP COYOTE Aerial Mounting Bracket Dome Mount (8003869)*, or approved equivalent.

***Item 2.9g: Cable entry grommets***

Cable entry grommet: one-hole silicone cable entry grommet, to accommodate cable size ranges of 0.85 inches to 1.00 inches. For the use in the sealed dome splice enclosures, for the purpose of securely sealing cables that enter the enclosure.

Shall be *PLP Coyote Part # 8004101*, or equivalent

***Item 2.9h: 60mm splice sleeve***

Fusion splice sleeve protector for the use in strengthening and protecting a fiber optic splice. Sleeve shall be used on any butt splice or fiber to pigtail splice. Recommended storage temperature before shrink is from -40°F to 140°F. Operation temperature after shrink is from 14°F to 122°F

- Fiber size accommodation: 250µm and 900µm
- Outer material: Polyolefin based on polyethylene
- Innertube materials: ethylene-vinyl acetate and with a stainless-steel strength member
- After shrink diameter max: 3.1mm

Shall be AFL (AFL FP-60 S015915) *Fusion Splice sleeve*, or approved equivalent

***Item 2.9i: Deltec Strap***

Cable support system shall be weather and ultraviolet resistant and used for the purpose of fiber optic cable management and installation. This item shall consist of the following specifications:

- Color: Black
- Temperature Rating: 221 deg F
- Tensile Strength: 250 lb Type
- Length: 50 ft
- Width: 1/2 in
- Thickness: 0.06 in
- Material: Acetal

Shall be DELTEC (CSS-50R) *Cable strapping* or approved equivalent

***Item 2.9j: Deltec Buckle***

This item is a double locking mechanism used in conjunction with “Item 2.9h”. This buckle is weather and ultraviolet resistant and provides a locking point for the cable tie at the desired length. Locking device shall be marine-grade corrosion-resistant copper alloy. Locking head shall also meet the following specifications:

- Color: Black
- Tensile Strength: 250 lbs.
- Material: Acetal
- Measurements: .85"L x .75"W x .495"H

Shall be DELTEC (Part CSS-LH) Locking head, or approved equivalent

## **2.10 Cable Demarcation Enclosure**

Cable Demarcation Enclosures shall consist of indoor/outdoor enclosures capable of terminating small fiber cables and containing required fiber bulkheads and splice trays. Enclosures shall be designed for wall mounting and pole mounting to function as a customer network interface device and/or fiber tap terminal. Each enclosure shall meet the following specifications:

- Constructed of UV stabilized flame retardant (UL 94-5VA) polymer
- Provide 8 cable entrance ports around closure exterior capable of acting PLP grommet adapters
- Nominal dimensions : 17.5” x 14.4” x 4” (HxWxD)
- Equipped with hinged lid containing integrated rubber seal
- Equipped with:
  - Three (3) 4-hole grommet port adapter, supporting cable diameters of 0.120-inches to 0.275-inches

Greenlight FTTP Construction Materials

- One (1) 1-hole grommet port adapter, supporting cable diameter of 0.40 inches to 0.60" inches
- Two (2) 6-bulkhead, SC/UPC adapter plates
- Cable strain relief brackets and interior cable management clips
- Shall be compliant with Telcordia GR-771-CORE
- Shall meet NEMA 4 and IP-66 requirements
- Shall be the *COYOTE MPC (Multi-Purpose Closure) COYMPC-005*, or approved equivalent.

## 3 Price Proposals

### 3.1 Technical Proposal Document Requirements

Responses to this RFP must include:

- Manufacturer datasheets indicating compliance with all technical specifications detailed in this RFP, including independent test data or certification of compliance with applicable standards; and
- Proposal Pricing Sheet (Attachment A)

### 3.2 Price Proposal Submission Instructions

Price Proposals shall be submitted in the format indicated in Attachment A. Price proposals shall be for unit pricing of materials as specified in Section 2. The quantities specified in the Price Proposal Sheet are approximate and are for the purpose of proposal evaluation. **Final quantities may vary.**

The “Total Proposal Price” calculated on Attachment A shall be the basis of proposal pricing evaluation and must represent a turnkey price for FOB Destination of specified materials.

For each item, indicate the maximum delivery lead times from the time an order is placed for each product at the estimated quantities.

### 3.3 Evaluation of Proposals

Greenlight intends to make a single award to the responsible contractor whose proposal represents the best solution. Complete and responsive proposals from responsible bidders will be evaluated on the following criteria:

- Total Bid Price (50%)
- The Contractor’s ability to meet or exceed Greenlights requested delivery deadline for all contract materials to be delivered to **(1800 Herring Ave. E. Wilson, NC. 27893)** within **sixty (60)** days of contract award. (50%)

## 4 General Terms and Conditions

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
7. **NON-DISCRIMINATION:**
  - a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
  - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

- 10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
- 11. ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
- 12. ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
- 13. ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:
- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
  - b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.

**14. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all

requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **GENERAL INDEMNITY:** The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
17. **CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
22. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.  
  
All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
24. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
25. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
26. **E-VERIFY:** Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to

federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.

27. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
28. **EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
29. **BID/PROPOSAL PUBLIC RECORD:** All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
30. **RECOMMENDATION OF AWARD:** The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
31. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
32. **INSPECTION AT VENDOR'S SITE:** The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
33. **VENDOR REGISTRATION:** All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link.  
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>



## 5 Federal Contract Provisions

### 5.1 Federal Participation Disclosure

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration (EDA) and therefore is subject to the Federal laws and regulations associated with that program. Greenlight seeks to purchase the materials described within this RFP through an EDA investment: EDA Project #04-79-07580.

### 5.2 Buy America Provision

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

### 5.3 Additional Required Federal Contract Provisions

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- 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. PROCUREMENT OF RECOVERED MATERIALS:
  - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— **(2 CFR 200.323)**
    - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - ii. Meeting contract performance requirements; or
    - iii. At a reasonable price.
  - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- K. DOMESTIC PREFERENCES FOR PROCUREMENT: The contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as stated in 2 CFR 200.322.
  
- L. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: The products and services supplied and or provided meet the conditions of 2 CFR 200.216, which prohibits use of certain telecommunications and video surveillances services or equipment.

# E-VERIFY AFFIDAVIT

State of North Carolina

County of \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

## REFERENCES

**COMPANY NAME** \_\_\_\_\_

Provide three references for our records:

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## HUB Certified/ Minority Business Participation

I, \_\_\_\_\_,  
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\*HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**The total value of minority business contracting will be (\$)\_\_\_\_\_**

## EXECUTION OF BID

By submitting this BID, the potential contractor certifies the following:

An authorized representative of the firm signs this BID.

It can obtain insurance certificates as required within 10 days after notice of award.

The cost and availability of all equipment, materials, supplies and delivery associated with performing the services described herein have been determined and include in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

**Addendums Acknowledged (circle one):** 1 2 3 4 5 6 7 8 9 or N/A

The offeror can and will provide the specified performance bond or alternate performance guarantee.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed or printed name)

**THIS PAGE MUST BE SIGNED ABOVE AND INCLUDED IN YOUR BID.  
UNSIGNED BIDS WILL NOT BE CONSIDERED! LEAVE BELOW BLANK FOR CITY.**

ACCEPTANCE OF BID - CITY OF WILSON

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*City of Wilson Purchase Order Number needed to begin work, submit invoices, and obtain payment\*\***



**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**\*\*Re-advertisement\*\***

**FOR**

**FTTP CONSTRUCTION MATERIALS**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-09-RA**

**ATTACHMENT A**

**PRICE PROPOSAL SHEET**

Item #	Item Description	Estimated Quantity	Unit Price	Extended Price	Maximum Lead Time (Days)
2.1.1a	12-Strand Outdoor Loose Buffer Tube Fiber Cable	227			
2.1.1b	24-Strand Outdoor Loose Buffer Tube Fiber Cable	1542			
2.1.2a	12-Strand ADSS Fiber Cable	34,855			
2.1.2b	24-Strand ADSS Fiber Cable	19,470			
2.1.2c	48-Strand ADSS Fiber Cable	28,871			
2.1.2d	72-Strand ADSS Fiber Cable	32,660			
2.1.2e	96-Strand ADSS Fiber Cable	62,354			
2.1.2f	144-Strand ADSS Fiber Cable	33,700			
2.1.2g	288-Strand ADSS Fiber Cable	3,989			
2.2	HDPE Conduit, 1.5-inch SDR 11	5929			
2.3	Locatable Pull Tape	5929			
2.4a	Underground Vault, Tier 22, 13" x 24" x 15"	34			
2.4b	Underground Vault, Tier 22, 24" x 36" x 24"	14			
2.5a	Dead end Clevis	505			
2.5b	Clevis Pin	250			
2.5c	5/8 x 12 Steel Machine Bolt	600			
2.5d	5/8 x 12 Eye Bolt	600			
2.5e	5/8 Thimble Eye Nut	1200			
2.5f	5/8 x 2 ¼ Washer	700			
2.5g	Dead-end for 12/24/48-strand ADSS Cable	505			
2.5h	Dead-end for 72-strand ADSS Cable	112			
2.5i	Dead-end for 96-strand ADSS Cable	115			
2.5j	Dead-end for 144-strand ADSS Cable	153			
2.5k	Dead-end for 288-strand ADSS Cable	30			
2.6a	Trunnion for 12/24/48/72-strand ADSS Cable	144			
2.6b	Trunnion for 96-strand ADSS Cable	41			
2.6c	Trunnion for 144-strand ADSS Cable	63			
2.6d	Trunnion for 288-strand ADSS Cable	3			
2.7	U-guard, 1.5-inch diameter, 10-foot segment	12			
2.8a	Pole-mount Fiber Distribution Cabinet (FDC)(144ct.)	3			
2.8b	Pole-mount Fiber Distribution Cabinet (FDC)(288ct.)	11			
2.8c	Optical Splitter Module, 1x32	51			

Item #	Item Description	Estimated Quantity	Unit Price	Extended Price	Maximum Lead Time (Days)
2.9a	Hinged Splice Enclosure, 96 single fusion capacity	195			
2.9b	Hinged Splice Enclosure ADSS Mounting Bracket	195			
2.9c	Sealed Dome Splice Enclosure, 216 single fusion capacity	214			
2.9d	Sealed Dome Splice Enclosure ADSS Mounting Bracket for 216 single fusion capacity enclosure	214			
2.9e	Sealed Dome Splice Enclosure, 720 single fusion capacity	12			
2.9f	Sealed Dome Splice Enclosure ADSS Mounting Bracket for 720 single fusion capacity enclosure	12			
2.9g	Cable entry grommets	266			
2.9h	60mm splice sleeve	5600			
2.9i	Deltec Strap (50' Rolls)	140			
2.9j	Deltec Buckle (25/Bag)	280			
2.10	Cable Demarcation Enclosure	6			

**Subtotal:** \_\_\_\_\_

**NC Sales Tax (6.75%):** \_\_\_\_\_

**Total Proposal Price:** \_\_\_\_\_