



NTIA-Broadband Infrastructure Program 21

Mayersville

Request for Quotes

RFQCRS215

Matthew Peaster

Manager, Network Expansion

February 19, 2024

INTRODUCTION, OVERVIEW, AND APPROACH

C Spire, a telecommunications-based diverse technology company and the nation's largest privately held, wireless communications provider, is seeking quotes from a qualified vendor, having professional archaeologists on staff, to perform a cultural resource survey of the broadband infrastructure route outlined in this document as part of the NTIA-Broadband-Infrastructure-Program-21 funding. The awarded firm must be able to complete the cultural resource survey and submit a full report to the Mississippi Department of Archives and History in a timely way with the most cost-effective solution.

Summary

Mayersville is a community located in the Mississippi Delta on the Mississippi River. The proposed project will include serving the entire town of Mayersville including community anchor institutions. The project will consist of a mix of middle mile and last mile connectivity.

This broadband infrastructure project includes 10 miles of middle mile fiber, 4.25 miles of last mile fiber, and it will be a GPON enabled fiber network that will support all-fiber broadband service to approximately 120 residential and 10 small businesses. 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 cultural resource survey required by the Mississippi Department of Archives and History includes surveying any area in which a hole will be placed on the route that is not already previously disturbed. C Spire is working to reduce the scope of the requirements to only specific areas along the route with sensitive cultural resources or areas that have no previous ground disturbance. The links below provide the request from the Mississippi Department of Archives and History along with the proposed project routes and proposed bore pits (or areas that will require digging). The entire route length will not be required to be surveyed, but only areas where bore pits will be placed. C Spire is also considering the option of an aerial deployment to reduce the scope of the work required in the cultural resource survey. Please quote both an underground and aerial option.

1. Letter and Project Log number from MDAH
 - a. [11-102-22 A5 sites proximity, sites APE Ladd Eng Brackett \(12-16-22\).pdf](#)
2. .kmz Files for Proposed Route and Bore Pits along with current utility corridors
 - a. [69248-001 - CARES - Rolling Fork to Mayersville\(With BPs\) 04-19-23 .kmz](#)
 - b. [FTTH Mayersville, MS Grant Project - Base m2.78.kmz](#)

Question/Inquiry Process

All inquiries and questions related to this RFQ must be directed IN WRITING via email to:

RFP@cspire.com

To maintain fairness to all bidders, any attempts to contact C Spire staff regarding this RFQ outside this specifically provided email address will be grounds for rejection of your submission.

Quoting Requirements

1. Proposals should be organized in the same sequence as this RFQ with responses referencing the appropriate corresponding RFQ 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 RFQ 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.
4. All questions and inquiries regarding this RFQ should be submitted via email to RFQ@cspire.com. Questions asked after the questions deadline stated in this RFQ will not be answered.
5. RFQ responses will be in the form of **Emailed PDF**.
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 RFQ. 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 RFQ 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 to be provided in conjunction with this RFQ 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 RFQ shall be deemed preliminary and not binding upon C Spire in any manner.

11. Notwithstanding any other provision of this RFQ, 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 RFQ 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 RFQ, including all attachments, exhibits, and appendices.

14. Proposals responding to this RFQ 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 RFQ. 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 **5:00 pm CST on March 4th, 2024**. Late proposals submissions will not be accepted.

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

Event Anticipated Dates

- **RFQ Advertised and issued: 02/19/24**
- **Questions Due: 5:00 p.m. CST on 2/26/2024**
- **Quotes Due: 03/04/24 by 5:00 pm**
- **RFQ Evaluation: Quotes will be evaluated and awarded by 3/6/2024 at 5:00 p.m. CST**

Response Form and Procedures

Proposal Format

To aid in the evaluation of 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. **Price Breakdown:** Bidders must submit hourly pricing with estimated hours for various tasks required for completion of all of the RFQ requirements including submission of the final Cultural Resource Survey report to the Mississippi Department of Archives and History, or bidders must give a complete project price with a breakdown of pricing by tasks required to complete the survey.
4. **References:** Please provide at least 3 references where your firm has provided similar services. Please include the name, address, phone number, and email address for each reference as well as a description of work and dates completed.
5. **Small, Minority, and Disadvantaged Businesses:**

C Spire is committed to involving small, minority, and local businesses for consideration of awards for this RFQ. 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 RFQ, 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 responders 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.

9. **Timeline:** Bidders must provide a firm project timeline. This project is time sensitive as it is a requirement for a federal grant funded buildout. C Spire is seeking a firm that can complete the project

requirements within **8 weeks** of the signing of the contract for the awarded bidder. Please provide a complete project timeline and take timeline into consideration in proposed pricing. Quoted timelines are a key scoring driver.

10. 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.

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 RFQ 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.

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 RFQ may, at C Spire's sole discretion, result in the disqualification of the Bidder's proposal.
- Bidder's response to this RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ. 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.

