



**Drops and Customer Turn-Up**

**Fiber Construction**

**Invitation to Bid**

**Coahoma County Broadband Infrastructure Project**

**Brian Smith**

**Chief Executive Officer**

**January 24, 2024**

## INTRODUCTION, OVERVIEW, AND APPROACH

Uplink, LLC, an internet service provider, is seeking bids to identify the appropriate vendor to construct drops and perform customer turn ups as part of the Uplink BIP Grant Project.

### **Summary of Project:**

Uplink, LLC was awarded a BIP Grant for portions of Coahoma county in Mississippi to provide high-speed fiber internet services. This county is in the delta of the state of Mississippi. This county is rural, and the project will provide roughly 1000 drops to currently active and new customer locations lacking access to high-speed internet.

Uplink invites qualified contractors to bid to construct the 100% underground drops, splice at the case, attach the NID to the house, run CAT5 to a central location in the home and install the ONT and residential gateway in accordance with Uplink's requirements. The service should then be tested utilizing the BEAM office speed test procedure.

A .kmz file with Uplink's high level route design is provided. Vendor awarded will be receive a spreadsheet with all locations drops are required and scheduling for customer turn ups with be coordinated with Uplink's Customer Care team.

### **Bids should be submitted to:**

Lisa Wigington  
1400 Meadowbrook Rd, Suite 301  
Jackson, MS 39211

**Bid Opening will take place at the BBGeomatics, LLC 1400 Meadowbrook Rd, Suite 301, Jackson, MS 39211 and on a joint call with the BEAM office on: January 31, 2024, 11am central and will be recorded.**

### **Question/Inquiry Process**

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

Lisa Wigington  
[lwigington@bbgeomatics.com](mailto:lwigington@bbgeomatics.com)

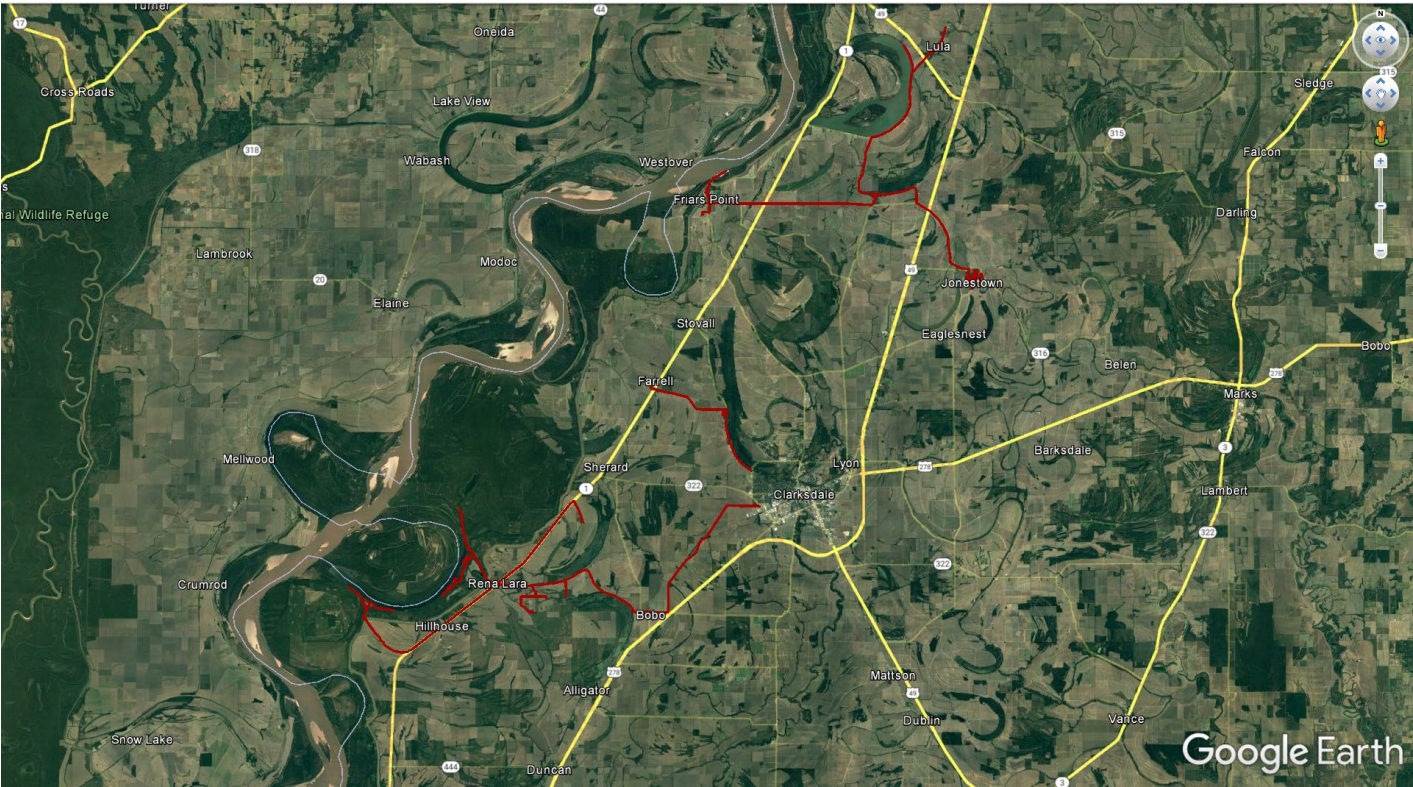
To maintain fairness to all bidders, any attempts to contact Uplink staff regarding this ITB outside this specifically provided email address will be grounds for rejection of your submission.

## **Bid Requirements**

1. Contract will be awarded based on the lowest responsive and responsible bidder.
2. Where the Contractor is requested to supply information, include that information in the body of the bid, or reference it is an attachment.
3. A contractor may withdraw its bid prior to the ITB response deadline. Bids received after the deadline will not be considered. Bids will be reviewed internally at the convenience of Uplink.
4. Notwithstanding any other provision of this ITB, Uplink expressly reserves the right to:
  - a. Conduct discussions with any or all Vendors for the purpose of clarification of bids.
  - b. Waive, or decline to waive, any insignificant defect or informality in any bid or bid procedures.
  - c. Accept, reject, or negotiate any or all bids or the terms of any bid, or any parts thereof, for the purpose of obtaining the best and final offer.
  - d. Cancel or amend this ITB or issue other requests for bids.
  - e. Select a vendor(s) based on Uplink's analysis and evaluation of bids submitted. Uplink reserves the right to request presentations of bids if Uplink feels further information is appropriate to the decision-making process.
  - f. Select no bids 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.
5. A contractor and any subcontractor must be properly licensed and registered as required by the State of Mississippi necessary to complete the work contained in this ITB. Proper license and registration is required by each contractor before submitting a bid. Each contractor may, before submitting a bid, examine the site to determine the extent of work involved and the conditions under which the work would be performed. The submission of a bid 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.
6. Payments under the contract will be made by Uplink on no more than a monthly basis and final payment within 30 days after satisfactory completion and acceptance by Uplink.

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

Map of the region



Uplink, LLC

Request for Pricing for Drop and Customer Turn Ups

	Non-standard Drop			
	500 foot drop	501-1000 foot drops	1001-1500 foot drops	1501 - 2500 foot drops
Projected Number of Each Size Drop	800	120	60	20
Price for Plowing Pre-connectorized Drop (note all material furnished by owner)				
NID Placement				
Customer Turn Up - Total 1000				
Cat 5 run from NID to central location in house				
Place Residential Gateway - 854V6 Adtran				
Place ONT - Inside - XDS621i Adtran				
Speed Test				
Total per Customer Turn-Up				

NOTE: The number of installs and drop footages are estimated and may increase during construction period.  
Please quote per unit and confirm price will extend to all drops and installs for this project.

## SPECIAL UNIT DESCRIPTIONS

**Locates:** It is the contractor's responsibility to call in any locates of existing utilities. In the case of the existing telephone cable owned by Uplink, the contractor is responsible for the actual locating of Uplink facilities. After location is complete, the contractor is to reattach the bonds and torque them to 40 in/lbs. specs. Uplink will assist the contractor as necessary with any difficult or questionable locates.

### **General Terms and Conditions**

An award resulting from this ITB 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 Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the Contractor subjects subcontractors to these same provisions.

### **Bonding Requirements**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **Buy American Requirement**

To the extent applicable, the Contractor shall comply with the requirements as implemented unless NTIA waives the application of this provision.

### **Prevailing Wage Rates and Labor Standards**

1. To the extent applicable, the Contractor shall pay all laborers and mechanics employed 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 Contractor shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 USC 327333). See attachment Davis Bacon Addendum.

2. The Contractor shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations.
3. **Decision to award a contractor or subcontractor is conditioned upon the acceptance of the wage determination by the awarded contractor.**
4. Note: The agreement has been attached and should be reviewed as a part of this ITB.

#### **Minority Owned and Woman Owned Business**

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 Uplink'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.

# DAVIS-BACON

## ADDENDUM

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.



(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. **Uplink, LLC** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Rural Utilities Service (RUS) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the RUS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the RUS. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the RUS if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the RUS the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of [title 18 and section 231](#) of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the RUS or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the RUS may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Legal Name of Owner

\_\_\_\_\_  
Legal Name of Contractor

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## Prevailing Wage Table for Tunica and Coahoma Counties – Davis Bacon requirements

<https://sam.gov/wage-determination/>

*Using heavy construction category*

County	Power Equipment Operators (Backhoe/Excavator/Trackhoe) – Prevailing Wage for Drill or Plow Operators	General Laborer – Prevailing Wage for Box or Bore Pit Labor	Electrician – prevailing wage for Splicers
Coahoma	\$16.29 (fringes 1.71) Total per hour \$18.00	\$17.20 (minimum rate for laborers in 2024)	21.09 (fringes 7.61) Total per hour \$28.70
Tunica	\$16.63 (fringes 1.37) Total per hour \$18.00	\$17.20 (minimum rate for laborers in 2024)	29.20 (fringes 6.68+1.5%+8%) Total per hour \$36.52

## Page 45