



OF LAKE SUPERIOR CHIPPEWAS

# Bad River Tribe – FTTH Network, Phase 2 INSTALLATION PROJECT LABOR & MATERIALS REQUEST FOR PROPOSAL

**Prepared By:**



*Fiber Optic Specialists*

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***Proposal Dates:***

<b>Proposal Release Date –</b>	Monday, July 22nd, 2024
<b>Pre-Proposal Walkthrough –</b>	Not Required for This Project
<b>Last Day for Questions –</b>	Friday, August 9th, 2024 – 12:00 p.m. CST
<b>Final Addendum Issued –</b>	Tuesday, August 13th, 2024 – 4:00 p.m. CST
<b>Proposals Due –</b>	Friday, September 6th, 2024 – 2:00 p.m. CST
<b>Bid Opening -</b>	Thursday, September 12th, 2024 – 11:00 a.m. CST
<b>Proposal Award –</b>	No later than Friday, September 20th, 2024
<b>Project Start –</b>	Upon Receipt of Materials and Cutsheet Approvals
<b>Project Completion –</b>	Monday, December 2nd, 2025

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## Section 1 PROPOSAL GUIDELINES

### 1.01 Definitions

**Contractor** – Respondent to whom the project is awarded

**Owner** – Bad River Tribe

**Project** – Overall scope of work as outlined in the Proposal Document

**Project Manager** – Owner appointed representative directing the flow and nature of work being performed

**Proposal Document** – All Project instructions, attachments, worksheets, drawings, and addendums

**Respondent** – Any company or organization responding to this Proposal

**Subcontractor** – Any company working under direct control of the Contractor

**Work** – Tasks comprising the Project

### 1.02 Pre-Proposal Walkthrough

Given the size and scope for the interior installation portion of this project, a Pre-Proposal Walkthrough will not be held.

### 1.03 Proposal Submission

All Proposal Responses are to be sent to the Bad River Tribe Executive Secretary no later than **Friday, February 16th, 2024 – 2:00 p.m. CST**

Respondents are required to **mail a sealed bid** Proposal response to:

**Bad River Tribe  
Chief Blackbird Center  
ATTN: Executive Secretary  
PO BOX 39/72682 Maple St  
Odanah, WI 54861**

Proposal Responses mailed should be labeled as:

***Bad River Tribe – FTTH Network, Phase 2 Fiber Optic Installation Project Labor & Materials Proposal Response***

Bids will be opened on **Thursday, February 22nd, 2024 @ 11:00 a.m. CST** at the following location:

**Bad River Tribe  
Chief Blackbird Center  
ATTN: Executive Secretary  
PO BOX 39/72682 Maple St  
Odanah, WI 54861**

Faxed or e-mailed Submissions will not be accepted and will be just cause for the Respondent's dismissal from the Proposal Process.

Proposal Responses mailed should be labeled as:

***Bad River Tribe – FTTH Network, Phase 2 Fiber Optic Installation Project Labor & Material Proposal Response***

#### 1.04 Composition of Response

All Proposal Responses must be comprised of the following tabulated components:

**Section 1** – Signed Proposal Pricing Worksheet (Must use the sheet included in these Proposal Documents)

**Section 2** – Addendum Acknowledgement sheet included in these Proposal Documents

**Section 3** – Proposal Bond or Certified Check for 5% of the entire Proposal Amount

**Section 4** – List of Subcontractors

**Section 5** – Profile of Contractor (See Section 1.8 Profile of Contractor for details)

**Section 6** – Contractor Qualifications/Trade References (See Section 1.9 Contractor Qualifications for details)

#### 1.05 Proposal Bond

The Owner requires either a Proposal Bond or Certified Check of at least 5% of the Proposal to be submitted with the Proposal as a Proposal Deposit. The Proposal Deposits in the form of Proposal Bonds or Certified Checks from the three Respondents deemed by the Owner to have made the best proposals shall be retained until the successful Respondent has returned the executed Proposal Document to the Owner. Following the contract execution, the Certified Checks will be returned via Fed Ex to the Respondents.

#### 1.06 Proposal Questions

Respondents shall bring to the attention of the Owner any clarifications, questions, potential problems, suspected inaccuracies, errors, or omissions in the Proposal Document as soon as noted via **email** with follow up phone call to the following contact:

Greg Selissen

OSP Engineer - Multimedia Communications & Engineering, Inc.

Phone 920-301-7904 / Email – gselissen@mcewi.com

All questions will be answered until the time specified under **Important Dates** located on the coversheet of this document. No information provided verbally or by any other personnel will be considered binding.

The successful Respondent may not assert any claim whatsoever against the Owner arising out of its failure to bring to the attention of the Owner any matter which could have reasonably been discovered by the Respondent prior to the submission of its Proposal.

#### 1.07 Proposal Addendums

Changes or clarifications regarding the matter may be made by the Owner by Official Addendum to Respondents and each Addendum shall be considered as part of the Proposal Document. A final Addendum will be issued no later than the time specified under **Important Dates** located on the coversheet of this document.

All Addendums are to be considered part of these Proposal Documents and must be acknowledged on the Addendum Signature Page included in these Proposal Documents. Failure to acknowledge all Addendums may result in your Response being rejected.

#### 1.08 Contractor and Subcontractors

It is a requirement of this project that the Contractor submitting the Proposal Response will perform at least 50% of the aerial/underground construction work outlined in these Proposal documents with its

own crews. Interior Piping, landscaping, hard surface restorations, and Cable Splicing can be performed by approved Subcontractors.

All Subcontractors must be listed by Company Name and role in the Section 4 of the Contractor's Proposal Response. Subcontractors must receive approval prior to working on the project. Any addition to, deletion from, or other change to the list of Subcontractors identified in the Contractor's Proposal may not take place without the advance written approval of the Owner. The Owner reserves the right to approve or disapprove any Subcontractor.

All Subcontractors will be bound by all terms and conditions of the Contract between the Owner and the Contractor. All Subcontractors must provide the necessary bonds and insurance coverage as required by owner.

### 1.09 Profile of Contractor

In Section 5 of its response, the Contractor must:

Indicate the location of the office from which the work will be coordinated, and the number of staff employed at that office. If the work is to be performed by multiple offices, please include all information regarding communications and coordination procedures between offices.

State the professional organizations to which your firm belongs.

Disclose whether your firm or any individuals assigned to provide services to Owner have any conflicts of interest with Owner, its Board, Committees, elected officials or employees. If so, state the nature of the conflict and provisions that will be made to address the conflict

State that your business is properly licensed to do business in Wisconsin.

State that the individual who signs the Proposal Response Sheet has authority to bind your firm.

### 1.10 Contractor Qualifications

The Contractor must include in Section 6 of its response a Summary of Qualifications that best illustrates its ability to satisfy the requirements of these Proposal Documents. To satisfy this request the Contractor must:

Identify the professionals who will work on the project, including staff from other than the local office.

Include a list of not less than five (5) references for projects completed within the last five (5) years that are similar in size and or scope to this project. This list must include Customer Name, Contact Name, Contact Phone Number, Description of the Project and the Completion Date.

Provide detailed information on the Performance Warranty being delivered as part of the Contractor's Response to include registration requirements and terms.

Provide any additional information your firm considers essential to the successful conduct of the Project.

### 1.11 Alternate Designs

Owner will not entertain alternate designs on the basis that all engineering has been completed and is included as part of these Proposal Documents. The engineering has been shared with all various permitting agencies along the route. Changes to the route would negate any approvals that are in place or in process.

### 1.12 Rights of the Owner

The Owner reserves the right to refuse any and all Proposals, make final negotiations with the respondent deemed most qualified, waive any inconsistencies in any Proposal received, waive any formalities with,

repeat, or otherwise revise the Proposal process when such actions are deemed in the best interest of the Owner.

The Owner will not be held responsible for any costs incurred by the Respondent during the preparation and delivery of its Proposal Response.

### 1.13 Right to Withdraw or Amend Proposal

Proposal may be withdrawn prior to the Proposal Opening only pursuant to relevant provisions of Wisconsin law, and only by written request to the Owner prior to the scheduled Proposal Opening. Otherwise, all pricing included in the Respondent's response must be offered for a period extending thirty (30) days beyond the Proposal opening date.

Respondents may submit an amended Proposal so long as it is received before the deadline and is specifically identified as amending a previous submission. No Proposal may be amended after the Proposal Opening date unless specifically requested by the Owner.

### 1.14 Proprietary Information

Respondents are advised that most records and documents in the possession of the Owner are subject to the state's Public Records law. Trade secrets or proprietary information submitted in response to this solicitation will be protected by Owner to the extent permitted by law.

Respondents must provide a statement that identifies the data or other material to be protected and the reasons why protection is necessary. Such trade secrets or proprietary information should be submitted in a separate sealed envelope clearly marked PROPRIETARY.

The Owner reserves the right to submit such information to its legal counsel for determination of the Owner's right to deny a Public Records request, if one is made. The determination of Owner's legal counsel regarding disclosure shall be final and binding on Respondent.

A statement by Respondent that the entire submittal is proprietary and/or a statement that pricing/costs are to be protected cannot be honored. Respondents will be requested to remove any such statement(s) in order to be eligible for further consideration. References may be made within the body of the submittal to proprietary information; however, all information contained within the body of the submittal not under separate cover and labeled proprietary shall be deemed a public record.

### 1.15 Proposal Selection Process

The Owner may at its discretion select a successful Respondent without additional presentation or discussions with the Respondent. Therefore, Respondents are cautioned that their Proposals should be submitted initially with the most favorable terms from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required for presentation of a complete and effective proposal are not desired. If an oral interview is required of selected finalists, it will be at the Respondent's expense.

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency, and financial capacity of Respondent, ability to render satisfactory service, and past performance will be considered in determining status as a responsible Respondent. The Owner reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the Respondent as deemed appropriate.



During the selection phase the Owner prohibits communication initiated by the Respondent to any Owner Representative, Representative from another entity, or Employee evaluating or considering the Proposals, prior to the time a decision has been made.

The Bad River Band of Lake Superior Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under Section 16 of the Indian Reorganization Act of 1934, U.S.C Section 476. This entitles the Tribe to government pricing and exempts the Tribe from state sales and use taxes and from federal excise taxes. Therefore, price quotations should not include such taxes.

This request for proposal is open to all qualified, responsive bidders. Indian Preference will apply in the selection process in accordance with the Tribal Employment Rights Ordinance (TERO) of the Indian Preference Act of 1934 (Title 25, USC, Section 47), based on the funding source requirements. Questions regarding TERO, and if the TERO fee applies to the RFP, may be directed to the Bad River Band's Human Resource office at 715-682-7111.

Firms or persons applying for Indian preference must provide evidence in its proposal of 51% or more Indian ownership. In addition, the firm or person must provide evidence of structure, management and financing affecting the Indian character of the firm. Documentation of and compliance with Indian preference must accompany the proposal.

#### 1.16 Proposal Award

If an award is to be made, the successful respondent will be notified no later than the date specified under "**Important Dates**" found on cover sheet. A notification will be made to that Respondent and all others of the Owner's intent to award. Once the Successful Respondent receives such notification, they have a period of ten (10) business days to return to the Owner any signed Proposal Document.

The Respondent must also compile manufacturer cut sheets for all the materials furnished under its Proposal (with the exception of nuts-and-bolts type hardware and consumables) and provide the cut sheets to the Owner's Project Manager for approval. Cut sheets must be provided within the ten (10) day time frame discussed above.

#### 1.17 Contract Negotiation

The Successful Respondent will be awarded a Contract with the Owner that shall consist of all the Proposal Documents. Respondents shall thoroughly read all the Proposal Document prior to making a Proposal. Any response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in these Proposal Documents will be subject to rejection. The Owner reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

The successful Respondent shall furnish, at its own risk, all labor, transportation, tools, equipment, materials, supplies, and all else necessary to perform in strict conformity with the terms of these Proposal Document. The Owner will not be responsible for additional costs associated with the Contractor's failure to review the project thoroughly prior to submitting a Proposal.

## Section 2 PROJECT GUIDELINES

### 2.01 Description of Work

Bad River Band of Lake Superior Tribe of Chippewa Indians is seeking proposals through soliciting Quotations for the placement of a new fiber to the home project. The project consists of 29.8 miles of

new duct installation, handholes, fiber pulling (fiber will be purchased by Tribe), and installation of terminals.

Construction quantities and materials are outlined in Section 7 of these Proposal Documents. The overall connection is broken out in Sections 7.02.

## 2.02 Project Management

All work will be performed under the guidance of the Owner's Hired or Appointed Project Manager.

The Project Manager will interface with the Contractor's Foreman on a regular basis checking the progress and workmanship of the Contractor and Subcontractors.

## 2.03 Construction Schedule

The Contractor will be required to begin the work in earnest no later than the date specified under "**Important Dates**" on coversheet with a substantial completion date, *i.e.* all strands of fiber optic cable completely tested and operational, (with the exception of restoration or other tasks not vital to the operation of the fiber optic network) of no later than date specified under "**Important Dates**" on coversheet. Additional money for any material or cost of operations increases will not be allowed.

The Owner will withhold a portion of each payment as security for payment after the completion of any restorations.

## 2.04 Prevailing Wage

"The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing wage laws. Effective September 23, 2017, state prevailing wage requirements on state building projects no longer apply. These changes take effect for projects advertised for Proposal after September 23, 2017. This change does not affect the Federal Davis Bacon Act requirements." (source: <https://doa.wi.gov/Pages/DoingBusiness/PrevailingWage.aspx>) **This Project will not use prevailing wage / Davis Bacon Act.**

## 2.05 Performance and Payment Bond

Upon execution of the Contract, the Contractor shall pay for and furnish to the Owner a Performance Bond and Payment Bond in the total amount of the Contract, which is in accordance with the specific provisions of Wisconsin law relating to such Bonds. Such Bonds shall be provided by a Surety licensed to do business in the State of Wisconsin.

## 2.06 Equipment and Material Storage

The Contractor will be required to store all equipment to include vehicles, machines, tools, consumables and other work-related materials off-site during times when work is not being performed in the immediate vicinity.

## 2.07 Hours of Work

There are no restrictions on the hours of work for outside plant activities; however, the Contractor must work with the Owner and Owner's Representative to ensure that its installation does not interfere with day-to-day and emergency operations undertaken by the Owner. Underground construction activities will be allowed during the hours of 7am to 7pm. Any work outside of the hours listed will require approval by Owner or the permitting authorities.

The Contractor must work with the Project Manager who will coordinate access to the Interiors.

#### 2.08 Project Foreman

The Contractor must assign one Foreman to the Project who will take instruction for all Contractor and Subcontracted crews. This Foreman must be on site and act as the single point of contact for the appointed Project Manager until the Project is completed.

#### 2.09 Warranty on Workmanship and Contractor Provided Materials

The Contractor is required to provide the Owner with a minimum of 1-year warranty on all workmanship and Contractor-provided materials related to the installation of this Project. The warranty must begin on the date of acceptance and continue for one full year thereafter the project has been finished and approved by the Bad River Tribe.

Upon discovery of materials or workmanship that is inconsistent with the requirements of these Proposal Documents and subsequent agreements within the 1-year period, the Owner will notify the Contractor and expect to receive within three (3) days a response detailing the Contractor's proposed remedy. The Owner will work with the Contractor to define a convenient time for the work to be performed.

All costs associated with repairs or restoration of any failure or inconsistency identified within the 1-year period will be borne by the Contractor.

Additional warranties on restoration may be required by the Municipal Permitting Agencies. Such warranties are in addition to any warranty provided to the Owner.

#### 2.10 Encroachment, Excavation and Obstruction Permits

The Contractor must abide by all permitting ordinances, restrictions, and municipal codes. Any permitting authority restoration, guidelines, and requirements supersedes any provisions in this document. Customer will pay for all permit fees directly and will not be a responsibility of the Contractor.

#### 2.11 Underground Utility Locating

The Contractor must abide by WI State Statute § 182.0175 which outlines the responsibility of the Contractor when excavating on or near underground facilities. The Contractor must have all underground utilities, private or otherwise, located during the course of construction at their expense. The Contractor must notify Digger's Hotline three (3) days or more prior to commencement of any underground excavation. The Contractor may not perform work for the Owner under any Digger's Hotline locate ticket other than its own.

The Contractor must work with Private property owners to ensure all private utilities on private property are properly located. Private facilities may not be registered with Diggers Hotline therefore prior to any work being performed on private property the Contractor will be required to notify the proper personnel to have any private facilities located.

All underground utility locations shown are approximate. Utility information was provided in response to planning locate requests. **The construction contractor is responsible for determining the location of municipal, and private utilities;** complete repair of any and all damages & restoration incurred shall be at the expense of the Contractor. Facility placement subject to change upon field locate completion. Right-of-way is depicted based on field observations and the latest state and county records available. This data has been prepared, in part, by information furnished by others. While the information is believed to be reliable, Multimedia Communication & Engineering, Inc. (MC&E) assumes no responsibility for the accuracy of this data for any errors, or omissions that may have been incorporated into it as a result of incorrect information provided to MC&E.

### 2.12 Soil Condition/Depth of Installation Clause

The Contractor must inform the Project Manager immediately upon discovery of any underground conditions such as limestone or boulder fields that adversely affect its ability to drill or otherwise excavate through an area or at the specified depth to the extent where additional resources not included in its price are deemed necessary. The Project Manager and Contractor Foreman together will determine the need for additional resources and costs. If granted, approval for the additional expenses will be delivered in the form of a Change Order from the Owner prior to continuation in that area. Additional charges for placement of the duct at a depth deeper than 36” for the sake of avoiding utilities or other obstructions will typically not be granted.

### 2.13 Worksite Safety

The Contractor is responsible for the safety of all persons and property inside the construction zone. This entails deploying proper barricades, traffic control plans, and or flagmen to protect vehicles and pedestrians passing by or through the work zone, along with ensuring that equipment operators utilize ground spotters when necessary.

Open ground must be properly barricaded at all times that the Contractor is not in the immediate vicinity of the open ground. Open ground areas that are to remain open overnight or over any extended period of time must be barricaded in a fashion that will make the open area easily detectable and avoidable by passersby.

Potholes/core holes in the immediate vicinity of the work zone during working hours can be covered with a cone; however, Type II barricades must be placed over any pothole left open overnight. Steel plates over street or sidewalk cores, or the temporary replacement of cores, are the only acceptable means by which to cover the core hole when the Contractor is not physically on-site performing work.

All work areas, both interior and outdoor, must remain clean and free of all rubbish and tools not in use at all times. At the end of each workday, the Contractor must clean the worksite and secure all equipment and tools.

Worksite safety procedures must follow and comply with the guidelines and requirements of all applicable Municipal and OSHA standards.

### 2.14 Traffic Control Plan

The Contractor must provide an approved Traffic Control Plan consistent with the guidelines set forth in the WDOT Manual on Maintenance Work Zone Traffic Control Guidelines for all construction being performed.

### 2.15 Excavations

Excavations shall not remain open in excess of three (3) calendar days unless specific permission is obtained from the Owner prior to the third day.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed, and the trench shall be completely backfilled with sand or gravel, unless permission is obtained from the Owner to use excavated material for backfill.

Contractor must not disturb any right-of-way markers, property pins, or survey markers. If disturbed, the pin or marker will need to be reset by a certified land surveyor at the contractor’s own expense.

### 2.16 Hard Surface Potholing

The Contractor will be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per the Municipal Regulations For Filling Cuts or Excavations.

At no time can the Contractor perform any excavation that undermines the adjacent intact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure.

### 2.17 Restoration Guidelines

Restorations must follow the specific guidelines set forth by the permitting authority.

The Owner will not be responsible for additional costs associated with the failure to identify all restoration guidelines in the Contractor's initial Proposal Response.

### 2.18 Erosion Control Policy

Any prolonged open excavations or standing debris piles may require erosion control practices such as sandbagging around the area or placing hay bales around the area. The permitting authority will determine the need for such barriers on a case-by-case basis.

The Contractor must employ good housekeeping practices that will prevent the ingress of any excavated materials into the Municipal storm water system. This includes properly covering storm sewer inlets with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. DOT Type C Inlet protection standards apply (2x4 across back of inlet with DOT Filter Fabric over inlet held in place by inlet cover).

Municipal Erosion Control Applications may be necessary for any areas where excavation beyond that of bore pits, utility locates, and handhole placement occurs. At no time can spoils or other debris be stored or piled in the street gutter.

### 2.19 Indemnification

Any loss, theft, or damage claims arising from the unsatisfactory barricade placement, or other Contractor negligence will be the responsibility of the Contractor. The Contractor will save, indemnify and hold harmless the Owner and its Representatives (hired or otherwise) against all claims, liability, judgments, costs, expenses, and attorney's fees of any kind whatsoever which may in any way come against the Owner as a consequence of the granting of the Contract, or by reason of any act or omission of the Contractor or the Contractor's agents, employees, Subcontractors, or assignees, arising out of the performance of the Contract.

## ~~Section 3 – AERIAL INSTALLATION~~

### ~~3.01 – Aerial Placement Description~~

~~Approximate amounts of new Aerial Strand and Fiber Optic Cable are in section 7 of this Proposal Document and the accompanying CAD Plans.~~

### ~~3.02 – Published Standards~~

~~The Aerial Installation will be performed on Owner owned Poles. All standards published by Owner as well as the National Electric Safety Code (NESC) and the National Fire Protection Association Publication Chapter 70 (National Electric Code) must be followed by the Contractor.~~

### 3.03 — Pole Line Engineering

All attachment heights have been identified on the associated CAD Plans. All attachments must be made at the heights shown.

Midspan tensions have been calculated to properly sag the cables into the existing sag of communication and power conductors. The Contractor will be provided with Sag tables for each aerial span that will show the proper tension for each span.

Expansion loops have been included in the aerial sections of the project. The Contractor will be required to install these expansion loops using snowshoe expansion loop brackets and pole mounts. 150' of cable must be stored in each expansion loop.

### 3.04 — Aerial Hardware

The Contractor must provide all attachment hardware such as pole line hardware (3-bolt clamps etc.) bolts, nuts and washers for all poles, all 1/4" EHS aerial strand, anchors, guy guards, and riser guard materials for this project. All pole line hardware must be galvanized. Aerial Strand must be 1/4" Domestic Galvanized Steel rated at 6,000 lbs max load strength.

### 3.05 — Pole Bonding

The Contractor will be required to bond the new strand to every pole equipped with a ground along the route. The Contractor must use the listed materials in section 7.02 of this Proposal Document for proper bonding.

### 3.06 — Riser Poles

At the ground line of each riser pole, the Contractor must install a steel U-guard Adapter which will cover the exposed 2" ducts and connect to the bottom piece of riser guard.

All risers must be guarded using a combination of 2.25" steel and PVC riser guard from the U-guard Adapter to an elevation within one foot of the attachment height. The first piece of Riser Guard must be galvanized steel 8 feet in length. Above the first piece of riser guard the Contractor can install PVC guard to the top of the riser.

Riser quadrant drawings will be provided to the Contractor to identify the location of each riser on the pole.

### 3.07 — Pole Anchors and Down Guys

The Contractor must install the listed anchors in section 7.02 at all locations shown on the associated CAD plans. These anchors must be installed a minimum of 3' from any power anchor point. No auxiliary attachments will be allowed. All downguys must be insulated using a ceramic insulator installed within 2 feet of the pole attachment point. All downguys must be protected with a 6-foot yellow guy marker.

### 3.08 — AT&T Pole Attachments

If there are new attachments to any AT&T owned poles throughout the project, Owner will execute a Structure Access Agreement with AT&T to allow attachments. The Contractor will not be responsible for any delays to the project as a result of the Structure Access Agreement not being executed prior to the installation schedule.

### 3.09 — Tree Trimming

If tree trimming is need for the project contractor must get approval from permitting authority prior to proceeding.



## Section 4 UNDERGROUND CONSTRUCTION GUIDELINES

### 4.01 Duct Placement Guidelines

Approximate footages and type of duct are in section 7 of this Proposal Document. The Contractor is responsible to provide all duct, handholes, locate posts, locate wire, and pull rope as part of its installation responsibilities. The HDPE Duct part number referenced in Section 7 – Contractor Provided Materials references a duct that includes a mule tape for cable installation. The Contractor will be required to provide all mule tape necessary for cable installations whether it be included with the duct at the time of purchase or provided and installed separately. All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of water and sewer (storm and sanitary) mains where parallel runs must maintain 60" horizontal clearance.

All underground ducts must be placed a minimum of 36" below finished grade wherever possible. Instances where the duct must be placed at a shallower or drastically deeper depth must be brought to the attention of the Project Manager prior to installation.

The Owner's Project Manager will be on site to coordinate actual placement. Routes will be marked with the use of paint and flags when necessary. The Contractor must not place duct along the route without first reviewing the individual areas with the Project Manager. This measure is designed to avoid instances where the new duct may encroach the restricted clearance zones of other utilities or extend outside the Right-of-Way. Contractor must ensure that route and right-of-way markings remain visible to avoid unnecessary re-marking trips/additional costs.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

### 4.02 Handhole Placement Guidelines

The Contractor may be required to place new handholes along the route shown on the CAD plans. See the attached CAD drawings for placement location of the handholes. Handhole types, sizes, and manufacturer part numbers are located in section 7 of this Proposal Document. Manufacturer substitutions "or-equals" will not be allowed for the handholes and lids.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade as much as possible.

The installed handholes must sit atop a 12" bed of  $\frac{3}{4}$ " washed, crushed stone for drainage – pea gravel or other stone smaller than  $\frac{3}{4}$ " is not an acceptable base for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling.

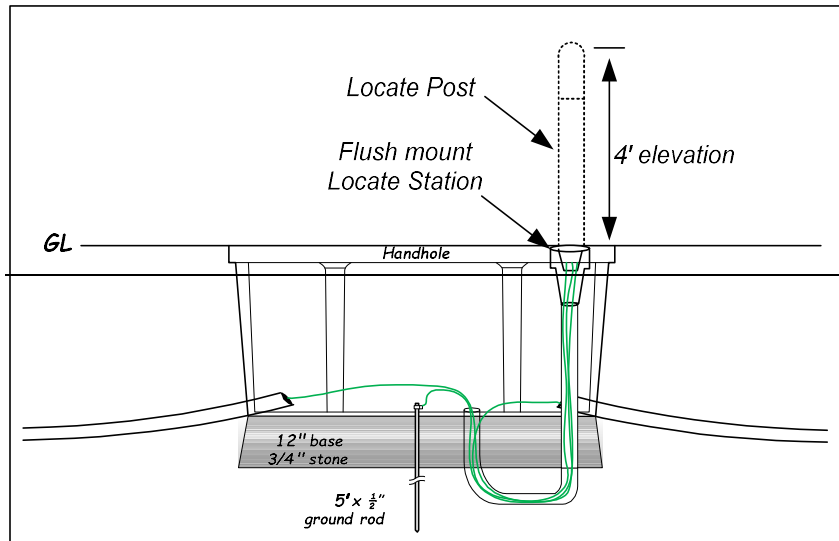
Inside each new handhole the Contractor will be required to install a single 5' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 3" above the surface of the crushed stone bed. After ground rod installation, the Contractor must equip the top with a conductor clamp that will allow the Contractor to tie a locate wire to the end. Locate Wire type listed in section 7 of this proposal document.

### 4.03 Locate Post Placement Guidelines

The Contractor may be required to install locate posts adjacent to handholes identified on the CAD Drawings. The Locate Posts will be used to access the locate wires for future locating purposes.

Between the handhole and locate post the contractor must install a short length of 1-1/4" underground plowduct. This will facilitate the installation of the locate wires into the post from the handhole. At no time will a locate post be installed in a location where it impedes or can be damaged by the removal of the handhole lid.

Detail Drawing of Handhole and Locate Post Installation



#### 4.04 Fiber Optic Cable Installation Guidelines

The Contractor can install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. However, the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). The Contractor must utilize sheaves and a breakaway/swivel device at all times while installing the fiber optic cables. Multiple swivels must be used; one for the cable, and another set 8" back from the first for the mule tape. Cable guide placed on end of duct while pulling cable is preferred.

At each handhole the Contractor must store a minimum of 150 feet of cable slack (unless otherwise noted on the CAD Plans) neatly coiled and stored upright in the handhole and labeled at each end with a permanent label, identifying the Cable's owner and identifying the specific cable strand count. Suitable labels for this purpose are Panduit #PST-FO.

Following cable, locate wire, and mule tape installation, all occupied ducts must be plugged using a split plug appropriately sized to accommodate the cable diameter – do not use foam, putty, or tape to permanently plug any duct. All spare ducts must only contain mule tape for future installations and be sealed using properly sized duct plugs.

#### 4.05 Locate Wire Installation Guidelines

All locate wires will be installed **outside** the duct so long as the wire used is suitable for installation outside of duct. A suitable locate wire for this purpose is identified within the Contractor-provided materials list in Section 7.

#### 4.06 Mule Tape Installation Guidelines

The Contractor will be required to install a single 1,800 lb. mule tape within the plowduct with the fiber optic cable.



## Section 5 INTERIOR CONSTRUCTION GUIDELINES

### 5.01 Above Ground Exterior to Interior Transition

In instances where the underground plow ducts extend to the exterior of a building whose entry point is above grade, the Contractor is required to transition below grade from each plow duct to a schedule-40 PVC plastic pipe that extends up the side of the exterior wall to the location of the NID. NID Locations to be determined in field with project manager and Superior Connections.

At the top of the plastic pipe the Contractor must attach the PVC hole into the NID Box (provided by Bad River Tribe). Drops will be pulled through the plow duct, into the schedule-40 PVC pipe and plugged into the NID.

### 5.02 Interior EMT Installation

~~Where any conduit penetrates any interior concrete/block wall cores, the Contractor must seal around the conduit with mortar.~~

~~Where the interior conduit passes through any non-concrete/block wall the Contractor must create a hole through the wall only large enough for the conduit to pass through, then seal around the conduit with ASTM E814 (UL 1479) approved fire stop materials.~~

~~Prior to cutting or coring into or through any building structure that could be deemed as “building support structure” the Contractor must obtain permission from the Project Manager.~~

~~The Contractor must take all necessary precautions to prevent activation of building alarms, such as fire or security. Conduits the enter rooms that are sealed for the sake of Halon release systems must be sealed to ensure that the room’s integrity is maintained.~~

~~At each end, and along the interior conduit path approximately every 10 feet, the Contractor must label the EMT with a warning label identifying the contents as a fiber optic cable. Suitable labels are Panduit’s #PCV-FOB.~~

~~Along the interior EMT conduit path the contractor may be required to install various sizes of Type 1 pull boxes fitted with a screw cover for pulling assistance, duct access, and cable storage. Pull Box location and size is detailed on each building’s Interior Piping Drawing. At every pull box (and building entry box) the contractor must use screw type fittings to attach the conduit to the box.~~

~~The interior conduit will need to be bonded to a ground point at each building. The Project Manager will determine the ground points. Cable used to Bond the EMT to the Building Ground Electrode will be no smaller than a #6 AWG Stranded copper and must have a green jacket suitable for interior use.~~

### 5.03 Interior Cable Installation

~~At each site the cable will be installed within existing cable tray to an existing data rack. At some point within the cable tray, NEMA box, or cabinet as defined on the Interior plans in each building the Contractor must store a 30’ expansion loop.~~

~~Following the installation of the fiber optic cable through the exterior and interior EMT conduit, the Contractor must seal the conduit ends (where the EMT enters the outside pull box and where the EMT enters the termination room) with ASTM E814 (UL 1479) approved fire stop materials.~~

## Section 6 CABLE SPLICING TERMINATION AND TESTING GUIDELINES

### 6.01 Cable Pre-Acceptance Testing

Prior to release to the Contractor, the Owner will require the Contractor crews to perform “pre-acceptance testing” with an Optical Time Domain Reflectometer (OTDR) on each fiber optic cable. The pre-acceptance testing will verify the performance of the cable prior to it being released into the Contractor’s possession. Pre-acceptance testing must be performed on every cable strand at 1310nm and 1550nm only from the exposed end of the cable.

Pre-acceptance tests are intended to identify damaged strands, macro-bends, and strand breaks. Because of this, test results must be clean, i.e. no events being reported that are not there. Poor BFA mating, dirty BFA interface, etc. will cause dirty traces that report multiple events which are not there. Care must be taken to set up the BFA and OTDR parameters to eliminate these events.

Test results must be provided to and approved by the Project Manager prior to release of the cable to the Contractor for installation. Pre-acceptance testing should be completed within the first 5 business days of receipt.

### 6.02 Outdoor Fusion Splicing

The Contractor will be required to Fusion Splice the fiber optic cables at each of the splice points identified on the CAD Plans.

### 6.03 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated single strand fiber optic cable pigtails to the ends of the outdoor fiber optic cables. The Contractor will be required to install all Owner-provided Termination and Splice equipment as well as route all pre-terminated pigtails between devices.

### 6.04 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

### 6.05 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm, 1490nm, and 1550nm. Each terminated strand will be tested at distribution cabinet to the home. **All OTDR tests must be performed using a launch cable that is at least 500 meters in length and with an event threshold setting of equal to or less than 0.01db per event.** This will allow the inspector to review the initial connector interface and all splices or anomalies that register greater than 0.01 along the trace.

### 6.06 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results.

### 6.07 Test Documentation

Following the OTDR testing the Contractor must provide the Owner with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor. Following the PMLS testing, the Contractor must provide the Owner with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet.

### 6.08 Optical Loss Budget

The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated using the total link loss between sites, and then averaging the result of both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Table 1 below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in Table 1 will result in a failed test result and must be remedied prior to system acceptance by the Owner. Instances where individual tolerances cannot be met must be reviewed with the Project Manager prior to completion.

**Table 1**

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	.35dB/Km
	1550nm	.25dB/Km

## Section 7 CONSTRUCTION QUANTITIES

### 7.01 Use of Quantities Shown

The following lists represent a high-level overview of the project tasks associated with this Proposal. These quantities should not be solely relied on for Proposal purposes. It is the Contractor’s responsibility to thoroughly review and calculate its own quantities and footage to complete this Project as outlined in this document. Any discrepancies in the contractors numbers vs proposal numbers shall be brought up The Proposal amount must be adequate to fulfill the intent of the entire Project.

### 7.02 Construction Quantities and Contractor Provided Materials

The following lists represent a high-level overview of the project tasks associated with the **Bad River Tribe – FTTH Network, Phase 2 Fiber Optic Installation Project**.

**MAINLINE INSTALLATION**

- 1) **UG OSP: 159,619 L.F. of Bore/Plow (187,061 L.F. of Duct)** – Supply and install 2” underground plow duct 2” inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior with mule tape for pulling and **future use**.
  - a) **159,619 L.F. of Orange duct with NO stripe**
  - b) **27,442 L.F. of Orange duct WITH Stripe.**
  - c) Carlon #A6C6N1JNNA5000, or equivalent.
  - d) Provide 2” Push-2-Connect Coupler, SDR - Blue -or equivalent.
  - e) Multiple ducts are being used on this project in certain areas – Contractor Must use a striped duct for areas with more than one duct installed. (27,442 L.F. of pulling back two ducts).
  - f) Sweeping of ducts into handholes is **NOT** allowed, duct must be in line with handhole and come into the base of the handhole at proper depth with minimal to no sweep. See Diagram in section 4.03.
- 2) **UG OSP: 159,619 L.F.** – Supply and Install Tracer Wire on Outside of Duct.
  - a) #12 AWG Solid HDD-CCS / 45 mil HDPE / Directional Drilling Tracer Wire (1,330 lbs.) / Direct Bury / Orange.
  - b) MFG: Pro-Trace
  - c) Part # 74642.0632 (500 Foot Reel) / 74642.0641 (1,000-foot reel) / 74642.0647 (2,500-foot reel)
- 3) **UG OSP: 15 EACH** – Supply and Install 30”x48”x36” Handhole with Two-piece lid.
  - a) Quazite 30”x48”x36” Open Bottom with Mouseholes [ANSI Tier 22] Base
    - i) Part #PG3048BB36
  - b) Quazite 30”x48” Extra Heavy Duty [ANSI Tier 22] 2-piece lid marked “Fiber Optics”
    - i) Part # #PG3048H51021
- 4) **UG OSP: 6 EACH** – Supply and Install 36”x60”x36” Handhole with Two-piece lid.
  - a) Quazite 30”x60”x36” Open Bottom with Mouseholes [ANSI Tier 22] Base
    - i) Part #PG3660BB36
  - b) Quazite 30”x60” Extra Heavy Duty [ANSI Tier 22] 2-piece lid marked “Fiber Optics”
- 5) **UG OSP: 33 EACH** – Supply and Install 24x36x36” Handhole with Two-Piece lid.
  - a) Quazite 24”x36”x36” Open Bottom with Mouseholes [ANSI Tier 22]
    - i) Part #PG2436BB36
  - b) Quazite 24”x36” Extra Heavy Duty [ANSI Tier 22] 1 piece lid marked “Fiber Optics”
    - i) Part #PG2436HH0021
- 6) **UG OSP: 205 EACH** – Supply and install 17”x30”x24” Pencil HDPE handholes marked “Fiber Optics” or equivalent (may use concrete polymer handholes).
  - a) Tier 15 lid.
- 7) **UG OSP: 77 EACH** – Supply and Install 9” Round Handhole – Tier15 (Flowerpot’s)
  - a) Pencil PE Flowerpot or equivalent.
- 8) **UG OSP: 259 EACH** – Supply and Install Copper Clad Ground Rod
  - a) 5’ x ½” copper clad ground rod
  - b) Non-manufacturer Specific

- 9) **UG OSP: 38 EACH** – Supply and Install Locate Post with Cathodic Test Station
  - a) 6' high x 3" diameter locate post white base with orange removable tip over with Diggers Hotline Sticker with Number 1-800-242-8511 on it.
  - b) PM-303 Marker Post with removable tip that includes PM-TS3
  - c) Pro-Mark Utility Supply
- 10) **UG OSP: 550 EACH**– Supply and Install Split Duct Plugs
  - a) Commscope duct plug – 2" – Simplex
  - b) Jackmoon Fiber Optic Simplex Duct Plug, for up to 1 cable with outer diameter between 8.9 and 14.5 mm - #JM -SIM-12S057SB or equivalent.
- 11) **UG OSP: 300 EACH** – Supply and Install Fiber Optic Cable Labels
  - a) Yellow Plastic Labels for cable. Panduit #PST-FO
- 12) **UG OSP: 20 EACH** – Install Plug in Terminals (Corning Flexnap)
  - a) Mounted into sidewall of handhole with Tribal Supplied Brackets
  - b) Estimated time for each, approximately 10-15 minutes per location.
- 13) **UG OSP: 187,061 L.F** – Pull Cable and Mule Tape through new 2" Duct.
  - a) Provide 1800-pound mule tape – Duraline WP18 or approved equivalent manufacturer for both pulling initial cables and **spare for future use.**
- 14) **UG OSP: 1 EACH** – Provide 576 and install Pad Mounted Ls Outdoor Cabinet
  - a) Provide 6x6 Poured Concrete Pad with (3) 15' 2" PVC Schedule 40 Ducts to Handhole.
  - b) Part #VEAPS40-1U4231U400
- 15) **UG OSP: 1 EACH** – Provide and Install 288 Pad Mounted GenIII Cabinet
  - a) Provide and install 4x4 Poured Concrete Pad with (2) 15' 2" PVC Schedule 40 ducts to Handhole.
- 16) **UG OSP: 2 EACH** – Install 144 Cabinet to be provided by Tribe.
  - a) Provide and install 4x4 Poured Concrete Pad with (2) 15' 2" PVC Schedule 40 ducts to Handhole.
- 17) **UG OSP: 15 EACH** – 2 Port 10' Terminal
  - a) Corning Part # DFA6F1FDD1M1010F0P
- 18) **UG OSP: 1 EACH** – Provide Corning Pre-terminated Cable (***MUST CALL MCE BEFORE GETTING PRICING***)
  - a) Corning #BLD-CCS1181416
- 19) **UG OSP: 1 EACH** – Provide Corning Pre-terminated Cable(***MUST CALL MCE BEFORE GETTING PRICING***)
  - a) Corning #BLD-CCS1181415
- 20) **UG OSP: 1 EACH** – Provide Corning Pre-terminated Cable(***MUST CALL MCE BEFORE GETTING PRICING***)
  - a) Corning #BLD-CCS1180844
- 21) **UG OSP: 1 EACH** – Provide Corning Pre-terminated Cable(***MUST CALL MCE BEFORE GETTING PRICING***)
  - a) Corning #BLD-CCS1181S414
- 22) **UG OSP: 21,737 L.F.** – 12 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #012-EU4-T41-00D20
- 23) **UG OSP: 14,446 L.F.** – 24 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #024-EU4-T41-00D20

- 24) **UG OSP: 14,792 L.F.** – 36 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #036-EU4-T41-00D20
- 25) **UG OSP: 45,966 L.F.** – 48 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #048-EU4-T41-00D20
- 26) **UG OSP: 12,075 L.F.** – 72 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #072-EU4-T41-00D20
- 27) **UG OSP: 23,541 L.F.** – 96 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #096-EU4-T41-00D20
- 28) **UG OSP: 44,821 L.F.** – 144 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #144-EU4-T41-00D20
- 29) **UG OSP: 30,353 L.F.** – 288 Strand Corning Altos Loose Tube
  - a) Altos Loose Tube Singlemode, Gel Free Cable - Dielectric Dry/Dry (Max. Attenuation 0.35/.35/.25 db/km) - #288-EU4-T41-00D20
- 30) **UG OSP: 113 EACH** – Fiber Closure Corning BPEO S0 with 8 Flat Drop Ports
  - a) Confirm part number
- 31) **UG OSP: 78 EACH** – Fiber Closure Corning BPEO S1 with minimum 8 Flat Drop Ports
  - a) Confirm part number
- 32) **UG OSP: 5 EACH** – 4 Port 10' Terminal
  - a) Corning Part #DFA4F1FDD1M1010F0P
- 33) **SPLICING: 5 EACH** – Supply and Install Commscope 600D Splice Cases w/4 Total Trays
  - a) Commscope Case Part # FOSC450-D6-6-NT-0-D0V
  - b) Tray Part # FOSC-ACC-D-TRAY-72
  - c) Or equivalent
- 34) **SPLICING: 8 EACH** – Supply and Install Commscope 450B Splice Cases w/4 Total Trays
  - a) Commscope Case Part #FOSC450-B6-6-NT-0-B0V
  - b) Tray Part # FOSC-ACC-B-TRAY-24
  - c) Or equivalent
- 35) **SPLICING: 1771 EACH** – Outdoor Fusion Splices
- 36) **TESTING: 540 EACH** - OTDR Testing from Cabinet
  - a) Parameters will be given the acceptable parameters upon testing.
- 37) **UG OSP – Rock Adder Per L.F.**
  - a) Provide Pricing for rock Occurrences –If rock is encountered, Contractor MUST contact the project manager for verification and documentation to be paid for this line item.
- 38) **UG OSP – Cobble Adder Per L.F**
  - a) Provide Pricing for cobble occurrences – If cobble is encountered, Contractor MUST contact the project manager for verification and documentation to be paid for this line item.



- 39) **RESTORATION – Concrete Restoration per Sq. Ft.**  
a) Concrete will be measured with Project Manager for final totals.
- 40) **Consumables and Hardware Installation – All Consumable and Hardware Installation should be included pricing above. This line item is for reference only.**  
a) Contractor required consumables for the installation of all items to fill the intent of this overall bid request for fiber optic connectivity.

#### **DROP INSTALLATION**

**Drop installation will be an extension to the normal contract terms. Each contractor bidding on this project must provide pricing to install drops to customers' homes for a period of two years (from award of the project). Failure to provide pricing for drops will result in a rejected bid. Due to the number of private homes, these installations will take place once a resident calls for service. The contractor will then need to mobilize and install the drop from the handhole to the NID and notify the Tribe of completion so the tribe can continue the interior installation. Tribal entity (Superior Connections) will make all arrangements with the customer and work on scheduling with the awarded contractor. Mainline contract will be closed once all outside work has been completed.**

- 1) **UG OSP: Approximately 78,334 L.F.** – Installation of Drop at a Per Foot Basis – Linear Footage is not a guaranteed footage, materials will be ordered and charged to the tribe upon receipt. This footage will ultimately be determined by the number of customers requesting service.
- a) Include Corning ROC Drop Toneable Cable – This will be direct buried, no duct.
- i) Corning Part # 001EB1-14700D9
- ii) Drop cable to be grounded to the grounding lug in the NID, as well as ground rod in handhole.  
(1) Field installable corning connectors can be used (specialty tools required)
- iii) ***Products will be ordered 1 reel at a time. Upon receipt material can be billed immediately to the tribe.***
- b) Include Mobilization and private utility locating in your price per foot.
- c) 309 Locations – Include ¾" Schedule 40 PCV to attach to homes (10' per home)
- i) Include ¾" PVC Clamps (U-Clamp) to secure pipe to building.  
(1) Once in each location
- d) Include pulling drop cable through new ¾" Duct
- e) Include installing NIDS on home.
- 2) **UG OSP: 309 EACH** – Supply Corning Network Interface Devices
- a) Corning FTH-76S-A0200 (1 SC Simplex Adapter)  
(1) Field installable corning connectors can be used (specialty tools required).
- 3) **UG OSP: 309 EACH** – Supply 75' Clear Curve Patch Cord (Riser Rated)

- a) Will be installed by Superior Connections (provide only)
- 4) **UG OSP: 53 EACH** – Supply 200’ Pushlok Drop Cable (Pushlok – SC APC Simplex)
- 5) **UG OSP: 1 EACH** – Fusion Splicing Cost Per Drop Installed
  - a) Provide price for Each fusion splice related to drops. Include (1) One Corning SC APC Connector to be spliced to end at home. Other end will be spliced into BPOE Case.

## Section 8 OWNER PROVIDED MATERIALS

### 8.01 Owner Provided Material List

The Owner will purchase and provide all of the following materials for this project. The Contractor will receive these materials as the project progresses and is not required to provide long term storage of any kind for the Owner Provided Materials:

1. All necessary Data Racks
2. ONT’s

## Section 9 COMPLETION CAUSE

### 9.01 Contractor Completion clause

The Contractor is required to complete the installation with the material included in its proposal response.



Section 10 PROPOSAL PRICING WORKSHEETS

10.01 Project Pricing Worksheet (Please Fill out Pricing Spreadsheet)

**CONTRACTOR NAME** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**TOTAL SUM PROJECT PRICING:** \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Please print) Title

\_\_\_\_\_  
Authorized Representative Signature Date

*The above signed representative of the above identified Company does depose and swear that he/she does possess the authority required to sign into Contract the above Company for the terms outlined in these Proposal Documents and furthermore states the above Representative and Company have not engaged in any collusion or otherwise price fixing negotiations with any other Company or Firm not represented herein that would restrain the competitive Proposal process defined in these Proposal Documents. By presenting this quotation, the Representative agrees to provide the full scope of Contractor provided materials and services defined in these Proposal Documents for the price shown above; understands the entire scope of Work; and has inspected the sites and routes to determine the conditions in which the Work will be performed.*

<u>Notary Seal</u>	Subscribed and sworn before me this the ___ Day of _____, 2024
	In _____ County, State of _____
	_____ Notary Public Signature

10.02 Unit Pricing

**The information and pricing on Exhibit 7 will be used to calculate changes to the project scope after Proposal award. Should the Contractor be asked to perform additional work under this Contract or should changes be made to the design. All materials provided under the Unit Pricing must be of the same manufacturer and part number as those used in the overall proposal.**

10.03 Addendum Acknowledgement

By Signing below, the Respondent acknowledges the receipt of all associated addendums for this project as listed below:

\_\_\_\_\_  
*List of Addendums Received (ex. Addm. 1, 2, 3 etc.)*

\_\_\_\_\_  
*Signature*

## Appendix A CONTRACT TERMS AND CONDITIONS

**Please see attachments for additional terms and conditions:**

1. **“Exhibit 3 – TERO Compliance Plan.pdf”**
2. **“Exhibit 4 - Contract – General and Supplementary Conditions.pdf”**
3. **“Exhibit 5 – Contract (Do Not Fill Out).pdf”**
4. **“Exhibit 6 – Notice to Proceed”**
5. **“Exhibit 7 – Labor & Material Pricing Worksheet”**
6. **“Exhibit 8 – Documents for Awarded Contractor.pdf”**

### A1 Insurance

The Contractor, at its own expense, shall maintain insurance coverage as follows:

Comprehensive General Liability

General Liability including Products or Completed Operations

Bodily Injury Liability - \$1,000,000/\$1,000,000/\$1,000,000

Property Damage Liability - \$1,000,000/\$1,000,000

Automobile Liability

Bodily Injury - \$1,000,000/\$1,000,000

Property Damage Liability - \$1,000,000

Worker's Compensation

Statutory - \$100,000

Excess Liability (Umbrella)

General Aggregate - \$1,000,000

Each Occurrence - \$1,000,000

At the time of execution of the Contract, the Contractor will provide to the Owner a current Certificate of Insurance evidencing the insurances required above. The Certificate of Insurance shall name the Owner as an additional insured. The Certificate of Insurance shall specifically identify the Project. The insurances required above shall be maintained by the Contractor for the duration of the Contract and shall be maintained by the Contractor so as not to expire without at least thirty days written notice to the Owner.

The Contractor agrees to keep such insurance in force for a period of five years following the date of completion of this Contract. Upon request of the Owner, the Contractor will provide a Certificate of Insurance for this extended period.

If any of the insurances listed above is a "claims made" policy, the Owner may require in the Project Plans and Specifications that the Contractor purchase a "tail" policy for the Contract.

### A2 Safety

It shall be the Contractor's responsibility to meet all applicable safety standards imposed by law and practice within the industry. The Contractor will install, erect, and maintain such barriers, warning signs, and lights as required to comply with all applicable safety standards imposed by law and practice within

the industry. The Contractor shall provide such security as deemed necessary in the Project Plans and Specifications.

**A3 Clean-Up By Contractor**

When Work under the Contract is in progress, the Contractor shall maintain the Worksite and surrounding area in as clean a manner as the nature of the Work and the Worksite permit. The Owner may, in its sole discretion, request the Contractor to take any such steps that the Owner deems necessary to implement this provision.

**CONTRACT TERMS SIGNATURE (Not required at time of Proposal)**

**Bad River Tribe - Owner**  
Authorized Representative

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor:** \_\_\_\_\_  
Authorized Representative

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*2 copies must be signed and returned only upon receipt by the Contractor of a Notice of Award from the Owner. Owner will then sign both copies and return one copy to the Contractor. All Proposal Documents are included by reference and made part of these Proposal Document.*

Attachments referenced below are included as separate files but are legally binding and a part of this Proposal Document:

- Exhibit 1            **Bad River Tribe Phase 2 - Fiber Optic Labor & Material Proposal**
- Exhibit 2            **Bad River Tribe Phase 2 - FTTH Network Drawings**
- Exhibit 3            **TERO Compliance Plan**
- Exhibit 4            **Contract – General and Supplementary Conditions**
- Exhibit 5            **Contract**
- Exhibit 6            **Notice to Proceed**
- Exhibit 7            **Labor & Material Pricing Worksheet**

Program: _____
Accounting: _____