



DeltaCom OSP Engineering

BTOP Award: NT10BIX5570034

REQUEST FOR QUALIFIED VENDORS
FIBER OPTIC CABLE AND OSP HARDWARE

Submittals are due no later than

Wednesday, September 8, 2010 at 5 PM eastern.

To obtain documentation and to ensure receipt of Addenda, please be sure to frequently check DeltaCom's Vendors Relations website at http://www.deltacom.com/vendor_relations.html.

PLEASE NOTE THE VENDOR IS ULTIMATLY RESPONSIVLE FOR VERIFYING THEY
HAVE ANY / ALL ADDENDA PRIOR TO THE PROPOSAL OPENING.

PLEASE NOTE THAT ANY EMAIL(S) NOT CLEARLY IDENTIFIED WITH THE FOLLOWING INFORMATION MAY BE DEEMED UNRESPONSIVE AND NOT CONSIDERED.

Subject Line – “RFQV 2010-008 Vendor Name due date”

In the E-mail Body:

- Vendor Company Name
- Contact Name / Phone Number
- RFQV Due Date
- RFQV # 2010-008: REQUEST FOR QUALIFIED VENDORS –
FIBER OPTIC CABLE AND OSP HARDWARE

Please note that all questions must be submitted to Jim Nolen via e-mail at james.nolen@deltacom.com.

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A. GENERAL REQUIREMENTS

- RFQV Requirements / Documentation can be obtained by viewing DeltaCom's Vendors Relations website at: http://www.deltacom.com/vendor_relations.html
- Any inquiries regarding this request should be directed to:

Jim Nolen
OSP Engineering
DeltaCom, Inc.
1791 O.G. Skinner Drive
West Point, GA 31833
E-mail: james.nolen@deltacom.com
Phone: (706) 385-8330
- Qualifications will be received via e-mail at: james.nolen@deltacom.com
- Qualification packages are due **Wednesday, September 8, 2010 no later than 5:00:00 PM EDT**. Qualification packages received after this time will be marked "LATE" and will NOT be considered.
- DeltaCom reserves the right to reject any or all qualification packages. Any objections to the requirements as set forth should be filed in writing prior to the deadline.
- No faxed qualification packages will be accepted.
- It is the intent of DeltaCom to prequalify Vendors¹ that are acceptable to bid on the upcoming bid for fiber optic cable and OSP hardware.
- DeltaCom will evaluate all qualification packages that are submitted. All requirements in this RFQV should be satisfied to ensure that the response would qualify for consideration. DeltaCom desires to receive qualification packages only from Vendors who can demonstrate the specified requirements mentioned in this RFQV.

¹ The term "Vendor" includes the Vendor, contractor, subcontractor/s, and/or supplier/s the Vendor may utilize.

- DeltaCom shall not be liable for any expense incurred in connection with preparation of a response to this document. Vendors should prepare a straightforward and concise description of their ability to meet the requirements of this document.
- All requested information should be provided in order for a qualification package to be considered responsive. However, any Vendor that submits in its package to DeltaCom any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- This request is **NOT** a Bid; this is a request for qualification to pre-qualify Vendors prior to bidding the work.
- Addenda will be posted on the DeltaCom website (http://www.deltacom.com/vendor_relations.html) in a PDF format. PLEASE NOTE THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING THEY HAVE RECEIVED ANY / ALL ADDENDA PRIOR TO THE DUE DATE OF THE QUALIFICATION PACKAGE.
- Feel free to contact Jim Nolen via email at james.nolen@deltacom.com if any questions arise.

B. INTRODUCTION

DeltaCom is requesting qualifications for fiber optic cable and OSP hardware. On March 2, 2010, DeltaCom received a stimulus grant that will enable a 544-mile fiber-optic network expansion in Eastern Tennessee to provide middle mile broadband services to community anchor institutions and last mile service providers in speeds up to 10Gbps. The network expansion project will add a new fiber-optic route to the DeltaCom network from Chattanooga through Knoxville, to Johnson City and Bristol Tennessee and add interconnection points to an existing fiber-optic route between Nashville and Knoxville. The new network will enable broadband access for a number of entities including educational and healthcare institutions and allow local Internet providers to connect to the DeltaCom network for intercity transport.

This stimulus grant is funded by the National Telecommunications and Information Administration (NTIA) a part of the Department of Commerce (DOC). NTIA and the DOC have certain contract requirements that must be placed in all funded contracts and there are some specific requirements that are included in projects funded by the stimulus program. The Vendor should be familiar with the ramification of dealing with these provisions and requirements.

Additional information can be found at <http://www2.ntia.doc.gov/>

C. REQUIREMENTS FOR QUALIFICATION PACKAGES

The following items require a response from your firm. If a response is not received then your submittal may be automatically disqualified and may not be considered. Please follow format below for your response.

DeltaCom requires qualification packages to be easy to understand. Do not include unnecessary or extraneous information. Include all information requested. Response to the following requirements should be concise and all reasonable care should be taken to limit responses to pertinent information. All additional company/marketing information is welcome and should be presented as attachments to the core response. To make it easier for the staff to review your proposal, list the item #, the information requested, and then follow with your response to each item.

Please respond by including but not limiting your response to the following:

Company Information –

1. List company name and length of time in business under same name.
2. List company location and length of time in that location.
3. List bonding capability and name of bonding company. Please include history of bonded projects in the last 5 years to include any claims filed. This information should be provided on the bonding company's letterhead.

This project will require a performance bond equal to the value of the contract. Provide evidence that you can satisfy these bonding requirements.

4. List the name of your Insurance carrier and applicable coverage. Include history of insurance in the last 5 years and any claims filed. This information should be provided on the insurance company's letterhead.
5. Provide your DUNS number and supporting documentation related to your financial stability for the last three years.
6. **This project will require a significant investment by the construction contractor for both labor and materials that may not be reimbursed until the work is completed and accepted by DeltaCom. Please indicate whether you understand and will comply.**
7. Provide a copy of your business license.

Personnel -

8. Indicate the total number of full time employees.
9. Indicate the number of qualified personnel including inside and outside sales, employed by Vender and summary of qualifications and experience for each. This information needs to include: names, resumes, length of time with firm, position history of employee since start of employment with your company, list of projects worked on in the last 5 years and all commercial related projects in general and all client references for these projects including contact name, address, phone number, and email address.

Safety –

10. Include a copy of company safety manual.
11. Include a list of OSHA violations within the past five (5) years and details of each occurrence and corrective actions taken.
12. Indicate that Vendor will abide by all applicable OSHA, State, and DeltaCom Safety Rules and Regulations.
13. Include a detailed explanation of how safety is incorporated into your organization. Meaning, where is the safety training performed, by who (internal or external) and how often and what type of training.
14. Include an explanation of what your company requires for safety documentation from the crews on a daily, weekly, monthly or annual basis (i.e. do you perform daily tail boards, weekly, monthly and annual safety meetings)

Experience -

15. Include details of previous Fiber cable and OSP material sales experience. Provide a listing of staff from your company that worked on these past projects and their role on the project.
16. Indicate if your firm is capable of receiving, managing and storing fiber optic cable and OSP materials in a secure location to support deliveries to the Anniston warehouse and/or Vendor yards within the identified Tennessee cities for the fiber builds (Bristol, Johnson City, Morristown, Oak Ridge, Cookeville, Sweetwater, and Cleveland).
17. Provide examples of your company's ability to manage and track status to meet project schedules. Please provide references that can verify these abilities.
18. Include methods and processes in place to keep projects on time.

General Statement of Work-Overview

19. The scope of this project will encompass the supply of fiber optic cable and OSP materials.

- 20. Please indicate your ability to supply the following materials. Materials shall be new only: no used or refurbished materials shall be permitted on any purchase order. The fiber must be Corning SMF-28e, AFL SMF28e, or OFS Allwave SMF.
- 21. Quantities are in feet or items.

Section	Description	QTY	Capable of Supply (Y/N)
FIBER			
Phase 1 (2010)	48F Armored duct cable (SMF-28e or OFS Allwave)	5,200	
Phase 1 (2010)	48F ADSS (800 ft spans) cable (SMF-28)	5,500	
Phase 2 (2011)	48F Armored duct cable (SMF-28e or OFS Allwave)	15,600	
Phase 2 (2011)	48F ADSS (800 ft spans) cable (SMF-28)	260,000	
OSP Supplies			
Phase 1 (2010)	2" HDPE SDR 13.5 S/s	7,000	
Phase 1 (2010)	30" x 48" x 36" Quazite handhole w/lid	23	
Phase 1 (2010)	PVC 3" U-guard	8	
Phase 1 (2010)	Coyote splice enclosure (6.5" x 22 PLP 8006560)	13	
Phase 1 (2010)	Coyote splice trays (36 ct w/elastomer PLP80805514)	52	
Phase 1 (2010)	Closure Bracket w/CLAS storage kit (PLP710012375C)	11	
Phase 1 (2010)	Metal bands (34" SS Lashing support strap)	40	
Phase 1 (2010)	10 gauge Locate wire (solid w/green outer coating)	7200	
Phase 1 (2010)	Single Deadends	33	
Phase 1 (2010)	5 foot ground rod (5/8")	31	
Phase 1 (2010)	Acorn nut for 5/8" ground rod	55	
Phase 1 (2010)	Buried Warning tape (1,000 foot per roll)	9	
Phase 1 (2010)	Buried warning signs (Cott 503LM160W16630)	34	
Phase 1 (2010)	Locate poles (Cott 503CL56OOO16630+4BS)	12	
Phase 1 (2010)	PLP 72 port fdp (PLPRD6)	6	
Phase 1 (2010)	5 meter SC pigtails (12 fiber) (P12SC_5)	6	
Phase 1 (2010)	Adapter Modules SC connector; 6 adapters, ceramic sleeve	12	
Phase 1 (2010)	Duct couplers (estimated)	110	
Phase 2 (2011)	2" HDPE SDR 13.5 S/s	10,200	
Phase 2 (2011)	30" x 48" x 36" Quazite handhole w/lid	41	
Phase 2 (2011)	Coyote splice enclosure (6.5" x 22 PLP 8006560)	65	
Phase 2 (2011)	Coyote splice trays (36 ct w/elastomer PLP80805514)	304	
Phase 2 (2011)	PLP 72 port fdp (PLPRD6)	22	
Phase 2 (2011)	5 meter SC pigtails (12 fiber) (P12SC_5)	32	
Phase 2 (2011)	Adapter Modules SC connector; 6 adapters, ceramic sleeve	52	

Phase 2 (2011)	Buried warning signs (503LM160W16630)	84	
Phase 2 (2011)	Locate poles (503CL5600016630+4BS)	26	
Phase 2 (2011)	10 gauge Locate wire (solid w/green outer coating)	18,400	
Phase 2 (2011)	5 foot ground rod (5/8")	54	
Phase 2 (2011)	Acorn nut for 5/8" ground rod	101	
Phase 2 (2011)	Buried Warning tape (1,000 foot per roll)	20	
Phase 2 (2011)	Closure Bracket w/CLAS storage kit (PLP710012375C)	63	
Phase 2 (2011)	PVC 3" U-guard	32	
Phase 2 (2011)	Single Deadends	895	
Phase 2 (2011)	Straight line attachments (Tangents)	910	
Phase 2 (2011)	2 " Duct couplers (estimated)	280	
Phase 2 (2011)	Straight line attachments (Tangents)	620	
Phase 2 (2011)	Single Deadends	270	
Phase 2 (2011)	Metal bands (34" SS Lashing support strap-SI7511-34)	250	

Progress Reports / Meetings –

22. Indicate if your firm agrees to provide a weekly written electronic construction progress report to DeltaCom OSP group.
23. Indicate if your firm is capable of providing a qualified individual to meet with DeltaCom OSP Group and associated parties to review schedule, performance and all other related logistics associated with this project on a weekly or as-needed basis for the duration of the project.

Additional Information –

24. Indicate if vendor has ever:

- Refused to sign a Contract at the original bid?
- Been declared in default on a Contract?
- Been named as a party in a lawsuit?

If yes, please state reason and indicate resolution.

25. Provide (3) customer references and contact info (name of project, contact name, phone, and email address) for each that you are currently working for and are completing similar work for.
26. Indicate if your firm is a Drug-Free Workplace. The Bidder, its employees and subcontractors, shall be subject to background investigations and random drug testing. Bidder shall submit corporate policies that address these issues.
27. Indicate compliance with all EPA Regulations.

28. Indicate compliance with all Federal, State, and local laws and or ordinances.
29. Indicate compliance with following. If you answer yes to either, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information.

Has your organization:

- a. ever been terminated on a contract for cause?
 - b. within the last five years, made payment of actual and/or liquidated damages for failure to complete a project by the contracted date?
30. Explain why your firm should be selected to participate in the Fiber Cable and OSP Material bid and what separates you from the competition.
 31. If your firm is pre-qualified to participate in the Bid process, explain in detail how you would complete all work and manage your resources to ensure a successful completion of the DeltaCom East TN Middle Mile Broadband Network project.

D. METHOD OF SELECTION

The intent of this Request for Qualified Vendors (RFQV) is to pre-qualify fiber optic cable and OSP materials. DeltaCom will evaluate the RFQVs in accordance with the criteria described herein. DeltaCom will provide solicitation packages to qualified Vendors. The winning bid, whose response conforms to all the terms and conditions of the solicitation packages as presented to qualified bidders, will be awarded a firm fixed price contract. DeltaCom's evaluation team will evaluate RFQV responses and any potential awards based upon the following factors; in accordance with the criteria described herein:

- 1) Quality Assurance
- 2) Technical Capability
- 3) Management Capability
- 4) Prior Experience
- 5) Past Performance

In evaluating these factors DeltaCom will take into consideration both price and non-price factors when selecting a Vendor for pre-qualifications and/or contract award. The selection of a Vendor shall not be solely based upon the lowest price rather selection shall be predicated upon the best overall value.

E. TERMS AND CONDITIONS

All Vendors² shall be subject to the terms and conditions of this agreement and adhere to the Federal Acquisition Regulations (FARs), Defense Federal Acquisition Regulations (DFARs), Defense Contract Audit Agency regulations or any other federal agency specific regulations related to this procurement. By submitting qualification to DeltaCom, the Vendor acknowledges and agrees that Vendor has read, understands, and will fully comply with each of the Terms and Conditions below.

1. DeltaCom reserves the right to accept or reject any qualification package.
2. DeltaCom reserves the right to request clarification of information submitted, and to request additional information from any vendor.
3. The contracted firm will correct any and all errors and omissions that they make, at their own expense.
4. DeltaCom reserves the right to cancel the contract with a 30-day notice if DeltaCom determines in its sole discretion that service is unsatisfactory.
5. The successful firms will not discriminate against any person in accordance with Federal laws and regulations.
6. **Reporting / Registration.** Vendor must provide reports to Deltacom within 5 days after each quarter (April 5th, July 5th, October 5th and January 5th). The reports shall include the following:
 - Vendor Dun and Bradstreet Data Universe Numbering System (DUNS) Number
 - Vendor organization name
 - Zip Code +4 of the Vendor Organization's Headquarter
 - Description of the products and/or services provided by the Vendor (255 characters or less)
 - The amount invoiced to the Vendor (aggregate) that will be paid with American Recovery and Reinvestment Act ("Recovery Act" or "ARRA") Funds

First-Tier recipients must maintain registration in the Central Contactor Registration (www.ccr.gov) at all times during which Vendor has active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universe Numbering System (DUNS) Number is one of the requirements for registration in the Central Contractor Registration.

7. **Required Use of American Iron, Steel and Manufactured Goods under Section 1605 of the Recovery Act.** Vendor must adhere to the Buy American clause detailed in Section 1605 of the Recovery Act. See limited waiver in FR 31410 (fiber optic, coaxial cable and cell towers not waived.)

² The term "Vendor" includes the Vendor, subcontractor/s, and/or supplier/s the Vendor may utilize.

8. **Wage Rate Requirements under Section 1606 of the Recovery Act.** Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

Vendors must prepare weekly certified payroll documentation using Form WH-347 (available at <http://www.dol.gov/whd/forms/wh347.pdf>), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. This documentation shall be submitted on a weekly basis within 7 days of the regular payment date of the Vendor's payroll period. DeltaCom will review Vendor records on an ongoing basis per 29 C.F.R. §§ 3.3-3.4. DeltaCom must maintain the original Davis-Bacon Act payroll records the Vendor prepares. DeltaCom is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a specific request for such records. DeltaCom must retain these records as provided in the Department of Commerce Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

9. **New Use of the American Recovery and Reinvestment Act Logo on Construction Signs.** All projects which are funded by the Recovery Act shall display signage that features the Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. The Primary Emblem should not be displayed at a size less than 6 inches in diameter. The agency awarding funds will provide additional instructions regarding specifications.

10. **SEC. 1515 Access of Offices of Inspector General to Certain Records and Employees.** With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
 - (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.
11. **First Tier Subrecipients' Planning Activities.** Deltacom shall require first tier subrecipients to obtain a DUNS number (or update an existing DUNS record), and to register with the Central Contractor Registration (CCR) in order to complete Recovery Act data requirements.
12. **Codes of Conduct.** The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. The Code of Conduct should include but not necessarily be limited to the following:
 - (a) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
 - (b) The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements.
 - (c) However, the recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
13. **Equal Employment Opportunity.** Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).** Vendor contracts in excess of \$2000 for construction or shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the DoC operating unit.
15. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333).** All contracts exceeding \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
16. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.** Contracts of amounts in excess of \$100,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the DoC operating unit and the Regional Office of the Environmental Protection Agency (EPA).
17. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Vendors who apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

18. **Debarment and Suspension (E.O.s 12549 and 12689)** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" as implemented by DoC regulations at 15 CFR part 26. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees. [63 FR 47156, Sept. 4, 1998, as amended at 66 FR 49828, Oct. 1, 2001]
19. **Federal Acquisition Regulations.** Vendors must comply with FAR PART 49 - Terminations, FAR PART 28 - Bonds & Insurance and FAR PART 4.7 - Record Retention.
20. **Certification Regarding Lobbying--Lower Tier Covered Transactions.** Vendors bidding for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part 1326, Subpart C "Governmentwide Debarment and Suspension Nonprocurement." In addition, Vendors bidding for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying." Vendors should familiarize themselves with these provisions, including the certification requirement. Therefore, applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying--Lower Tier Covered Transactions," completed without modification.
21. **Disclosure of Lobbying Activities.** For all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding \$100,000 in Federal funds, the subaward, contract, or subcontract is subject to 31 U.S.C § 1352, as implemented at 15 CFR Part 28, "New Restrictions on Lobbying." The Vendor shall submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
22. **Whistleblower Protection Act Requirement.** The Vendor shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5.

23. **Confidentiality.** The nature of the work performed and any information belonging to DeltaCom with which Vendor may or have become familiar will be treated as confidential. Confidential information includes, Inventions, prices, costs, business affairs, DeltaCom lists, vendor lists, business plans, services and products being provided or in development, including the quantity, technical configuration, type, destination, location and amount of use of any telecommunications service subscribed to by a DeltaCom (such as telephone numbers called by a DeltaCom and/or services purchased by DeltaCom), process information, trade secrets, technical information, product design information and copyrights and other proprietary information (collectively, “Confidential Information”). Vendor recognizes this information to be valuable, special and unique assets of DeltaCom. Vendor agrees that Vendor will not at any time or in any manner, either directly or indirectly, use any Confidential Information for Vendor’s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of DeltaCom.

24. **Assignment of Invention.** Vendor agrees to transfer and assign and hereby do transfer and assign to DeltaCom or its successors the entire right, title and interest for the entire world in and to all data, software, designs, models, processes, patents, copyrights, drawings, documents, inventions and discoveries made or conceived by Vendor, solely or jointly with DeltaCom, in the course of performing services on behalf of DeltaCom, or with the use of materials or facilities of DeltaCom during the period of the Agreement or any extension or renewals thereof.

F. INSURANCE REQUIREMENTS

If awarded the Contract, Vendor shall, at its own expense, maintain in effect insurance coverage with limits not less than those set forth herein:

- a. Worker's compensation insurance with statutory limits as required by the laws and regulations applicable to the employees, subcontractors and agents of Vendor or its subcontractors who are engaged in the performance of this service agreement;
- b. Employer's liability Insurance, for employee bodily injuries and deaths, with limits of \$500,000 per occurrence;
- c. Commercial general liability insurance, covering claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage, with limits of \$1,000,000 per occurrence.
- d. Comprehensive automobile liability insurance, covering owned, non-owned, hired and other vehicles, with combined single limits of \$1,000,000.

All such policies of insurance shall provide that the same shall not be cancelled nor the coverage modified nor the limits change without first giving thirty (30) days prior written notice thereof to DeltaCom. All liability insurance policies shall be written on an "occurrence" policy form and shall name DeltaCom its successors and/or assigns, as additional insureds, as its interest may appear. No such cancellation, modification or change shall affect Vendor's obligation to maintain the insurance coverage required by this agreement. Vendor shall be responsible for payment of any and all deductibles from insured claims under its policies. Vendor shall furnish to DeltaCom a certificate of insurance as evidence of compliance with the aforementioned requirements ten (10) business days after being awarded a contract.

THERE ARE ABSOLUTELY NO EXCEPTIONS TO THESE REQUIREMENTS.

G. PROCEDURES FOR SUBMITTING QUALIFICATION PACKAGES

Each Vendor must carefully follow all instructions included within the formal solicitation documents regarding the proper submission of a response. **Failure to comply with conditions set forth in the solicitation may result in disqualification.** All DeltaCom solicitations require the vendor to submit a response to the e-mail address below.

E-Mail Address: james.nolen@deltacom.com

- Qualification packages should be submitted at the above address no later than **September 8, 2010 at 5:00:00 PM EDT** to be considered. Responses received after this time will be marked **LATE**.
- Responses will be retained as property of DeltaCom.
- Responses should generally be less than 20 pages total not including any attachments and shall outline the tasks mentioned. This is not a strict limitation on the number of pages. However, DeltaCom does not wish to receive irrelevant extraneous information. Please only include pertinent information in your response.
- Responses should contain an electronic signature of an authorized representative of the responding firm(s).
- DeltaCom is not liable for any costs incurred by firms submitting qualification packages.
- All or a portion of the contents of the Qualification Package of the successful firm may become part of any subsequent contractual obligation.

H. VENDOR INFORMATION FORM

The undersigned, on behalf of the respondent, certifies that: (1) this information is made without previous understanding, agreement or connection with any person, firm, or corporation providing a response to the same document; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the response is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if officially proposed in response to any Request for Proposal accepted by Columbia County, the capabilities identified are guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted response will be their responsibility.

Contractor Registered Name

Type of Organization (check one):

 Sole Proprietorship Partnership Corporation Public Corporation

Authorized Contact Name Printed

Title

Authorized Signature

Date

Mailing Address

Physical Headquarter Address

City/State/Zip

City/State/Zip+4

Phone Number

Fax Number

Company Website Address

E-Mail

Tax I.D. Number

DUNS Number

General Nature of Business