



Request for Proposal (RFP)

**Construction and Splicing Services for MCNC
HERO (High Speed Economies for Rural Opportunity) Project funded by the
The Middle Mile Broadband Infrastructure Grant (MMG) Program**

**Proposals will be received until March 26, 2024
at 5:00 pm (EST)**

Late proposals will not be accepted or reviewed.

Issued by:

Sarah Taylor

Chief Financial Officer

MCNC

Street Address: 3021 E. Cornwallis Road, Durham, NC 27709

Issued: February 27, 2024

**Request for Proposal (RFP)
Construction and Splicing of the MMG HERO Project**

RFP Number: 20240127

Project: Construction and Splicing of the MMG HERO Project

Issuing Agency: MCNC
Attention: Sarah Taylor
3021 East Cornwallis Road
Research Triangle Park, NC 27709

Issue Date: February 27, 2024

Electronic proposals for individual and multiple segments will be received until March 26, 2024 @ 5:00 PM EST (“Proposal Due Date”) and must be uploaded to the website address outlined in this RFP.

Bid bonds are also due by the Proposal Due Date and may be submitted to:

Sarah Taylor, Chief Financial Officer
MCNC
Street Address: 3021 East Cornwallis Road
Mailing Address: PO Box 12889 Research Triangle Park, NC 27709

Proposals

On the front page of the electronic Proposal, the responding party (Respondent) must include, the: Project Name (Construction and Splicing of the MMG HERO Project) RFP Number (20240127), segment designation(s) for which Respondent is submitting a quote (e.g., Sanford to Fayetteville segment, etc.), the respondent’s contact person’s email address and telephone number. See Proposal Requirements, page 10, for more information.

If Respondent is quoting more than one segment of the Project, separate Proposals and bid guarantees are required for each segment. However, all Proposals may be included in one electronic submission, provided that the Proposal for each segment is clearly identified by the segment name, e.g. Sanford to Fayetteville segment. In addition to the requirements stated above, each Proposal must be signed by the duly authorized officer or agent of Respondent.

Bid Guarantee

Respondents must provide a bid guarantee and the bid guarantee must be:

1. A check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation **or**
2. A bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such a bond.

The bid guarantee shall be payable to MCNC. Bid guarantees received by MCNC, for this project, will be returned to the unsuccessful or untimely Respondents and to successful Respondents (also referred to herein as “Contractors”) upon the execution of the Construction Agreement. In the event that a successful Respondent already has a current Construction Agreement in effect with MCNC, Respondent will be required to execute an Addendum to such agreement incorporating any terms specific to projects under this RFP. Notwithstanding the foregoing, it is in MCNC’s sole discretion whether a successful Respondent is required to execute a Construction Agreement or Addendum. Please see **Attachment “G”** and **Attachment “G1”** for a draft copy of the Construction Agreement and Addendum, each of which is hereafter referred to as the “Construction Agreement.”

Should a successful Respondent fail to execute the Construction Agreement and furnish the required performance and payment bonds within fourteen (14) calendar days after notice of acceptance of Respondent’s Proposal for a particular segment, the bid guarantee will be forfeited to MCNC as liquidated damages. If a bid bond is used as security, the bid bond shall be conditioned such that the surety will, upon demand of MCNC, make payment of the five percent (5%) bid guarantee to MCNC within five (5) business days of receipt of a letter from MCNC indicating: 1) that the Respondent was awarded a segment but failed to execute the Construction Agreement and furnish the required performance and payment bonds within the time frame specified above, and 2) specifying the five percent (5%) bid guarantee amount.

Proposal Signature Page

Each Proposal shall be accompanied by a signed Proposal Signature Page. See RFP **Attachment “E”**. The Proposal Signature Page requires, in part, that Respondent agree to execute the Construction Agreement and furnish the required performance and payment bonds within ten (10) calendar days after notice of MCNC’s award of a Proposal segment to the Respondent. If the successful Respondent executes that Construction Agreement and supplies the required performance and payment bonds within the applicable time period, the Respondent will be the contractor with respect to that particular segment.

Contractor Licensed in North Carolina

Respondents must be a licensed contractor in the State of North Carolina with the appropriate limitation level for completing the work and the ability to secure the required performance and payment bonds. Each Respondent is encouraged to examine the proposed fiber segment(s) to determine the extent of the work involved and the conditions for performing this work. The submission of a Proposal will be construed as a representation by Respondent that such an examination has been made; the Proposal reflects such examination; and that Respondent agrees that no allowance will be made for any error, oversight, miscalculation, or negligence on Respondent’s part.

Additionally, a licensed contractor must also be vetted by MCNC in order to perform any fiber or splicing services. Information required for vetting is included in, but not limited to, the RFP section below entitled “Proposal Requirements” (see page 10). Note: Respondent must provide such information even if Respondent is already a current vendor of MCNC and has such information on file with MCNC.

RFP Download and Response Submissions

Non-pricing related proposal requirements are to be submitted via MCNC's "Respond to the Construction RFP" on the web page at the following link:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

This webpage will prompt you to enter contact information. Relevant Construction RFP documents can then be downloaded.

RFP response files must also be uploaded to this secure MCNC server.

Pricing information should be submitted as noted below. Other forms of submission will not be accepted nor will submissions submitted directly, to individual staff members. The non-binding Construction Cost submissions should be submitted separately to the following email address: purchasing@mcnc.org with the subject line Middle Mile Grant Construction Cost Proposal. Cost Proposals and Response Proposals are due at the same time – no exceptions.

RFP Questions and Answers

All inquiries and questions related to this Construction RFP must be submitted **IN WRITING** to the following email: mmg-construction-rfp@mcnc.org

Questions will be considered to be public and posted, within forty eight (48) business hours of receipt, with appropriate answers to:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

The last date for submitting questions shall be 4:00 PM EST, on **March 12, 2024**. Questions received after the questions deadline stated, in this RFP, will not be answered.

Evaluation, Withdrawal and Award

All qualified Proposals will be evaluated and an award may be made, in MCNC's sole discretion, to the Respondent or Respondents whose Proposal or Proposals(s) fulfill the Scope of Work; meet stated budget parameters; contain the Proposal requirements outlined in this RFP; and satisfy the schedule requirements. MCNC reserves the right to select any Proposal deemed to be in the best interest of MCNC. MCNC further reserves the right to reject any or all Proposals and/or to waive any and all technical defects in the execution of and informalities in the submission of any Proposal, if determined by MCNC to be in MCNC's best interest. No Proposal may be withdrawn for ninety (90) calendar days after the Proposal Due Date.

Performance and Payment Bonds

Performance and payment bonds will be delivered to MCNC by each successful Respondent within ten (10) calendar days after notice of the acceptance of the Respondent's Proposal. Such bonds shall be in an amount equal to 100% of the Contract Sum. Please see RFP Attachment "G" – Construction Agreement for additional information. Please pay particular attention to **Article 13 Bonds**.

Environmental

All segments and drawings will comply with the Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) approved by the NTIA. The successful Respondent(s) will be provided a copy of approved documents and must comply with the guidance found in the Environmental Assessment/FONSI.

Signage

MCNC will supply signage and the Contractor will display signage and maintain it in good condition, throughout the construction period of this MMG grant. One or more signs for each job site will be provided. Signs must be satisfactory to MCNC and the NTIA and must identify the Project and indicate that the Project is federally funded. For additional information see RFP **Attachment "G" – Construction Agreement**. Pay particular attention to **Article 24 - Signage**.

Payments

Payments under the Construction contract will be made by MCNC no more frequently than on a monthly basis with final payment being within 30 days after satisfactory completion and acceptance by MCNC of all work including completed as-built prints. The awarded vendor may invoice monthly based on discernable progress against the identified tasks that will be inspected by MCNC staff prior to invoice approval.

The quality control approval process must be completed prior to payments being made by MCNC. For additional information on payments see RFP **Attachment "G" – Construction Agreement**. Pay particular attention to **Article 8 - Payments**.

Construction Liquidated Damages

Work on the entire Project must be completed by **April 30, 2025**. Specific dates for completion will be set on a segment-by-segment basis. The Contractor shall pay MCNC fixed, agreed and liquidated damages for each calendar day of delay beyond the completion date stated in approved work orders until the Work is completed. These liquidated damages are \$500 per day for the first fifteen (15) calendar days, and \$1,000 per day for each calendar day thereafter that the Work remains uncompleted, per segment. For additional information on liquidated damages see RFP Attachment "G" – Construction Agreement. Pay particular attention to MCNC's termination rights under **Article 34 - Termination**, as well as **Exhibit "N" - Project Schedule and Liquidated Damages** to that Construction Agreement.

Construction Agreement and Definitions – All Respondents are responsible for reviewing the sample Construction Agreement associated with this RFP. Any terms not specifically defined in this RFP, shall have the meaning set forth for such terms in the Construction Agreement. See RFP **Attachment "G."**

Summary

MCNC is a North Carolina private not-for-profit corporation, who, through its operation of the North Carolina Research and Education Network (NCREN), has a long and outstanding history of providing internet and National Research Network services to community anchor institutions (CAIs) throughout the state. These CAIs include North Carolina's K-12 Public School Units (PSUs), private schools, public and private higher education institutions, and non-profit healthcare providers. NCREN also connects government entities, including the North Carolina Department of Information Technology (NCDIT). MCNC operates NCREN explicitly for the good of the citizens of our state and the institutions we serve. NCREN serves as a critical communications backbone through which North Carolina residents pursue education and access modern healthcare and government services.

On June 16, 2023, MCNC was awarded a Middle Mile Broadband Infrastructure grant by the US Department of Commerce's National Telecommunications and Information Administration (NTIA). Funding for this program was enabled by the Bipartisan Infrastructure Act signed into federal law in December of 2021.

The purpose of this grant will be to fund the construction of approximately 209 miles of middle mile infrastructure between Winston-Salem to Albemarle, Sanford to Fayetteville, and Fayetteville to Jacksonville, NC. Through additional investments from MCNC, direct fiber connections to community colleges, libraries, schools, health and safety facilities and other community anchor institutions along the construction corridors in eleven (11) of the most rural, economically disadvantaged counties in North Carolina will also be built.

Request for Proposal (RFP) – Construction and Splicing of the MMG HERO Project

This Request for Proposal is for identifying a qualified Vendor(s) to provide construction and splicing of this middle-mile fiber infrastructure and direct fiber connections to community anchor institutions identified along the segments. Bids must be for the entire segment; partial segments will not be accepted.

Overview

MCNC is constructing a middle mile infrastructure to connect universities, community colleges, schools, libraries, and county government networks to the existing North Carolina Research and Education Network ("NCREN"). The construction will include five (5) segments: Winston-Salem to Salisbury, Salisbury to Albemarle, Sanford to Fayetteville, Fayetteville to Clinton and Clinton to Jacksonville.

At MCNC's sole discretion, each segment may be awarded separately or a Respondent may be awarded multiple segments. The construction topology will be buried except where the terrain or physical conditions of the cable require aerial. All construction must be completed by **April 30, 2025**. Contractor must submit redlines to MCNC no later than May 30, 2025. The applicable completion date(s) will be included in the Construction Agreement between MCNC and the Contractor.

Scope of Work: Segments, Standards and Termination

For purposes of submission of a Proposal to this RFP, segment maps are provided in **Attachment “F” - Segment Descriptions and Maps** of this RFP. The selected Contractor shall construct the fiber backbone in accordance with industry standards, the construction drawings provided at time of construction and the Contract documents by means of directional boring, plowing, and/or trenching. On each segment, the Contractor will terminate the fiber at a specified demarcation point inside an MCNC placed building/communications hut. MCNC will be using pre terminated panels in each Hut location. As such, proposals should clearly delineate the costs of each splice for field and hut connections when responding as noted in **Attachment “A” and Attachment “B”** of this RFP. Additionally, in **Attachment “D” - Anticipated Segment Construction Dates** respondents should complete the table to note anticipated completion dates of conduit/fiber construction.

All fiber construction and fiber splicing practices shall be in compliance with National Electrical Safety Code (“NESC”), American National Standards Institute (“ANSI”), and railroad specifications.

The construction is expected to take place within the North Carolina Department of Transportation Right of Ways. All North Carolina Department of Transportation (“NCDOT”), municipalities, railroad permits, easements, and rights-of-way will be obtained by MCNC. Construction permits and privilege licenses shall be obtained by the Contractor, as well as all required railroad and DOT bonds and insurance.

The following is a list of proposed segments with approximate distances:

- Winston-Salem to Salisbury 40.95 segment miles
- Salisbury to Albemarle 32.54 segment miles
- Sanford to Fayetteville 33.13 segment miles
- Fayetteville to Kenansville 63.52 segment miles
- Kenansville to Jacksonville 38.28 segment miles

Total: 208.42 segment miles

Respondents are encouraged to use the attached maps to develop their Proposals for the individual segments they are interested in bidding. Separate pricing must also be included for each of those segments. Should a Proposal be received that meets MCNC’s requirements for multiple segments, MCNC reserves the right to award all or several segments to one Respondent.

Proposals will be based on a composite rate with a separate “rock adder” rate, and an “all in” composite rate that includes rock.

Finalized construction drawings will be provided for each segment prior to commencement of the work.

Respondents may respond to construction or splicing elements, or both construction and splicing, but pricing must be submitted separately for each element. There will be no future RFP released for splicing only.

Instructions to Responders

With regards to materials, Contractors will be provided a sufficient amount of materials for fiber, conduit, couplers, splice enclosures, handholds, grounding rods, test stations, and marking posts to complete each segment. Respondents must identify any additional materials required by using the chart in RFP **Attachment "A" - Construction Costs**. Any overages on fiber or conduit above ten percent (10%) shall be the responsibility of the Contractor, as will all losses or damages to materials. See RFP **Attachment "G."** Pay particular attention to **Article 3 - The Work**.

- Fiber Cable Placement Requirements – All cable will be placed in one (1) of the two (2) 1.25" HDPE SDR 11 conduits provided by MCNC. Conduits shall be installed at a minimum depth of 36" or at minimum depths as noted on design prints to be in compliance with all approved NCDOT permit requirements. Cable ID-tags will be required at every hand-hole or vertical transition. Fiber marker posts and or test stations, provided by MCNC, (with MCNC's telephone number and location number stenciled on them) shall be placed every 1000' or whenever the last marker cannot be seen, whenever a change in the running line occurs, as well as MCNC test stations installed at every splice location. Placement locations will be identified in the Construction Documents.

Fiber Cable Placement Requirements - The entire segment has been engineered for placement of two 1.25-inch diameter conduits with placement of a single 288-count armored single mode fiber in one of the conduits, with appropriate consideration provided for placement of hand holes, marking posts, etc. per industry standards.

- Materials - Contractors must be able to receive direct shipments of outside plant related materials e.g conduit, fiber, hand holds, marker posts, etc... within 30 days of signing the awarded Construction Agreement. Materials must be stored in an MCNC approved secure facility and will be the responsibility of the awardee until the segment has been constructed and accepted by MCNC.
- Aerial Construction - Contractor shall provide all hardware to lash cable in place and set anchors in all required locations.
- Fiber Splicing requirements - please see **Attachment "B" - Fiber Splicing Costs for Segment Builds** in this RFP.
- Hand-hole Requirements - All hand-holes placed inside the public right-of-way must meet all standards for traffic loading. Hand-holes must be a minimum of 30" x 48" x 40". Hand-holes shall be placed on a gravel bed consisting of 6" of pea gravel. Hand-holes placed along NCDOT right-of-way shall be Tier 22 rated. All hand-holes and lids shall comply with the NESC for loading. Hand-holes shall not be installed on steep banks or slopes where the cover cannot be leveled within a tolerance of one inch (1") of drop to twelve inches (12") of grade. Placement locations will be provided in the Contract documents.

- When called out in the Contract documents, 5/8" (inch) X 8' (foot) ground rods will be required to be installed. Installation of the grounding rod will be the responsibility of the conduit installation company.
- Testing – It is recommended that Contractor test the fiber (on reel) before installation to ensure that fiber was not damaged in shipment as the Contractor is responsible for cable and fibers within it until accepted by MCNC. Testing of completed construction will be as addressed in this RFP - **Attachment "B."**
- Pricing – The Respondent shall provide pricing that includes all labor and miscellaneous materials and expenses to complete the project as defined in this RFP. Pricing and contract awards will be made by segment.
- Contractors will be required to provide MCNC a **Daily Crew Location Report (Attachment "I")** and a **Certified Payroll Report (Attachment "J")**. These fillable forms can be downloaded from MCNC's RFP website and used for reporting.

Changes

MCNC reserves the right to modify or change any information presented in this RFP as more information becomes available.

Confidentiality

MCNC will take reasonable precautions to hold Respondent information confidential. However, since this Project is federally funded, Respondents are discouraged from sending any information that they do not wish to have disclosed as part of the Freedom of Information Act and/or the North Carolina Public Records Act.

Proposal Requirements

Proposals should be organized in the same sequence as this RFP with responses referencing the appropriate corresponding RFP item(s). Vendors should respond to each item at the level of detail at which each is presented or list a variance with a particular item and propose alternate terms and, as applicable, supply any supportive detail. Responses not conforming to the proper format or failure to respond to all items in this RFP may result in a Vendor's disqualification and/or rejection of the proposal, at the discretion of MCNC.

1. Respondent company information, including a full description of all experience in developing broadband networks in competitive markets, with specific attention to completed projects in North Carolina.
2. Respondent's representative name, telephone number, and email address on the cover page for any proposal follow up.
3. A copy of all of the Respondent's North Carolina licenses.
4. The current status of all projects being performed by the Respondent.
5. Biographical information on the members of the team proposed to be assigned to this Project, including related work experience.
6. A list of references of related work, including contact information/references.
7. Quality control methodology.
8. Audited financial statements for the past two (2) years (or equivalent financial data).
9. Detailed information related to any pending lawsuits or legal actions instituted against the Respondent.
10. Construction Safety records for the past five (5) years.
11. The Vendor is expected to provide project management of this project and report weekly progress against a submitted project timeline and project plan, in an acceptable format. Vendor must provide a narrative describing Respondent's project management procedures and its proposed reporting process to MCNC.
12. Respondents must identify any conflicts of interest that may arise from work performed for MCNC.
13. Fee structure, including the following:
 - a) Contract Sum for Project proposal for the exact Scope of Work described in this RFP.
 - b) Additional sums for any alternatives proposed, including tasks that Respondent believes are critical for satisfying the intent of this RFP.
 - c) Hourly unit rates for additions, including any presentations not already included in the Contract Sum, as requested by MCNC.
14. Proof of commercial general liability, automobile liability, worker's compensation/ employer's liability and commercial umbrella with the limits described in the Contractor's Responsibilities below.
15. Other information that Respondent considers relevant in the evaluation of its Proposal.

Authorized Signature

Proposals must contain the signature of the duly authorized officer or agent that is empowered with the right to bind the Respondent. Print, sign, and return the **RFP Attachment "E" - Proposal Signature Page** with the Proposal.

Effective Period of Proposals

All Proposals and related pricing shall be valid for a minimum period of ninety (90) calendar days following the Proposal Due Date.

Contractor Responsibilities

The selected Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability as well as and any permit insurance coverages as specifically required:

- **Commercial General Liability (“CGL”)** with limits of insurance of not less than \$1,000,000 Each Occurrence and \$5,000,000 Annual Aggregate.
 1. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each Proposal.
 2. CGL coverage shall be written on ISO Occurrence form CG 00 01 (10/93) or a substitute form providing equivalent coverage and shall cover liability arising from Premises, Operations, Independent Contractors, Products-Completed Operations, and Personal and Advertising Injury.
 3. MCNC and all other parties required of the Contractor and/or MCNC, shall be included as “Additional Insureds” on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11/85) or CG 20 10 (10/93) **AND** CG 20 37 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 4. Contractor shall maintain CGL coverage for itself and all Additional Insureds for the duration of the applicable project segment Construction Agreement and maintain Completed Operations coverage for itself and each Additional Insured for at least three (3) years after completion of the Work.

- **Railroad Liability and/or Railroad Protective Insurance**

In such limits as may be required by each railroad entity.

- **Automobile Liability**
 1. Business Auto Liability with limits of at least \$1,000,000 each accident.
 2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 3. MCNC and all other parties required of MCNC shall be included as Insureds on the Automobile Liability policy.

- **Commercial Umbrella**
 1. Umbrella limits must be at least \$5,000,000.00
 2. Umbrella coverage must include as Insureds all entities that are Additional Insureds on the CGL.

- **Workers Compensation and Employers Liability**

1. Employers Liability Insurance limits of at least \$500,000 Each Accident, \$500,000 each employee for Injury by Disease and \$500,000 Aggregate for Injury by Disease.
2. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
3. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Professional Liability Insurance

1. Professional Liability (E&O) with limits of at least \$1,000,000 each incident
2. Professional Liability coverage must include coverage for claims arising out of failure to deliver, financial losses, negligence, or construction errors or oversights for service performed under the construction agreement.

Environmental/Pollution Liability Insurance

1. Environmental/Pollution Liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate
2. Environmental/Pollution must cover claims arising out of the use application of chemicals/herbicides as well as the negligent release of hazardous materials.

Waiver of Subrogation

The Contractor agrees to waive all rights against MCNC and MCNC's project manager(s), agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above. Any Subcontractor's Workers Compensation policy will be required to have a "Waiver of Right to Recover from Others" Endorsement with Contractor, MCNC and their project manager(s), agents, officers, directors and employees.

Contractor shall furnish MCNC with a Certificates of Insurance, evidencing that such insurance is provided and is in full force and effect before starting work and, at any other time requested by MCNC. Insurance documents should be submitted with the signed Construction Agreement. Attached to each Certificate of Insurance shall be a copy of the Additional Insured Endorsement that is part of the Commercial General Liability Policy. All of said Certificates shall set forth on the face thereof contractual coverage as required herein. No amendment or cancellation of any of said policy shall be effective until after 30 calendar days notice, in writing, to MCNC. The failure of the Contractor to supply Certificates evidencing full compliance with the requirements of the provision shall not abrogate its duty to provide and maintain the required insurance, including, but not limited to, the naming of MCNC as an Additional Insured.

Final Decision/Right to Reject

Respondents assume all costs and risks associated with any submission of a Proposal. MCNC reserves the right, after opening a Proposal or at any other point during this process, to:

1. Reject any or all Proposals.
2. To modify, amend, or cancel this RFP.
3. To modify or postpone the engagement for the Work.

4. Accept one or more Proposals that in MCNC's sole judgment are in the best interest of MCNC.
5. Select no Proposals at all.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Pursuant to 2 CFR § 200.321, Vendors must take all necessary affirmative steps (as described in 2 CFR § 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Vendors are to identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs) Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs), Minority-Owned Businesses (MOBs), or Local (North Carolina) Businesses (LBs) would be utilized in the performance of this proposed contract.

For small businesses, as defined by the North American Industry Classification System (NAICS) code applicable to this RFP and HBCU/MI, MOB or LB the offeror's own participation as a SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB is to be identified, and will be considered in evaluating respondents' Qualifications, Expertise and Experience Factors.

For the purpose of MCNC's Disadvantaged Business Enterprise (DBE) Participation Plan, a small business is defined in accordance with the Small Business Administration's size regulation 13 CFR 121.201. In addition as defined by the North American Industry Classification System (NAICS) code applicable to this RFP, the Respondent's own participation as a SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB is to be identified, and DBE participation will be considered in evaluating the Socioeconomic Considerations, Location, and Value Added evaluation factor.

A. All Respondents are to provide:

- (1) The names of DBEs and SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and
- (2) The estimated total dollars of such work and percentage of the total estimated proposed services provided by these DBE and SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB entities.

Anticipated Event Dates

- **RFP advertised and issued: February 27, 2024**
- **Last date for questions related to RFP: March 12, 2024**
- **Proposals due: March 26, 2024**
- **RFP Evaluations completed by: April 9, 2024**
- **Interviews with Short-Listed Vendors no later than: April 16, 2024**
- **Award and Letter of Intent for Contract no later than: April 23, 2024**
- **Contract finalized within 10 days of the award: May 3, 2024**
- **Construction to begin no later than: June 3, 2024**
- **Construction completion no later than: April 30, 2025**
- **Redlines due from contractors no later than: May 30, 2025**

Selection Process

MCNC will review the proposals based solely on a modified Qualifications Based Selection (QBS) or QBS process as outlined in the Qualifications Evaluation Criteria set forth later in the RFP. MCNC will select up to five finalists based on QBS principles and specific responses to RFP questions. If vendor(s) are chosen as a finalist, the non-binding cost submissions, delivered under separate cover (see Proposal Requirements #5 below) from these potential Vendors will be opened and reviewed. During a potential interview stage, non-binding cost estimates will be discussed. After the interview process, MCNC will select a Vendor and begin negotiations with the Vendor. If MCNC cannot finalize negotiations successfully with the selected Vendor, the next highest-ranking Vendor will be contacted, and negotiations will begin. The process will continue until a mutually agreeable contract is finalized between MCNC and the selected Vendor.

Qualifications Evaluation Criteria

The MCNC evaluation team will assess each submitted proposal and rank the proposal according to the following point system:

Category	Maximum Points
General Qualifications: Quality of response to the RFP requirements, company history and background, financial stability of the firm to support scope of work.	15
Firm Qualifications, Expertise and Experience: Depth and breadth of experience of the firm in providing similar services (including right-of-way and environmental permitting and assessments), and socioeconomic considerations.	25
Proposed Project Team: Key personnel qualifications and relevant experience, equivalent projects and services, client references, and existing client workload and team commitments.	25
Proposed Services, Pricing & Project Approach: Proposed approach to the major tasks and time schedule described in the RFP, proposed overall pricing of the project, and any “value added” solutions deemed by MCNC to be feasible and potentially benefiting the Program.	35
Total Possible Points:	100

General Terms and Conditions -- Professional Services Contracts

Funds Availability

An award resulting from this RFP is automatically canceled if federal funds under ARRA are not appropriated or not otherwise made available to support the Project's commencement or continuation of performance under a Construction Agreement.

Compliance with Laws

The Vendor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, MMG, the Notice of Funding Opportunity (Department of Commerce, National Telecommunications Information Administration Notice of Funding Opportunity (NOFO) No. NTIA-MMG-2-2022, Middle Mile Grant Program, dated May 13, 2022) and all other applicable guidelines. Any subletting or subcontracting by the Vendor subjects subcontractors to these same provisions.

Buy American Requirement

To the extent applicable, the Vendor shall comply with the requirements of ARRA §1605, as implemented by 2 CFR Part 176 Subpart B unless The U.S. Department of Commerce (DoC) waives the application of this provision. Please see the [Build America Buy America Act](#) including Waiver requirements, for more details.

Prevailing Wage Rates and Labor Standards

1. To the extent applicable, the Vendor shall pay all laborers and mechanics employed by Vendor on the Project not less than the prevailing wage determined under the "Davis-Bacon Act" (40 USC 276(a)) for similar work in the civil subdivision for which the laborers and mechanics perform the work.

In addition, to the extent applicable, the Vendor shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 USC 327-333).

2. The Vendor shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations as noted in **Attachment "C" - Davis-Bacon Act**.

Construction Agreement

MCNC has provided sample copies of the **Construction Agreement (Appendix “G”)** and the **Construction Agreement Addendum (Appendix “G1”)** - that the Respondent must execute within ten (10) calendar days after notice of MCNC’s acceptance of a Proposal. Respondent is responsible for reviewing these Construction Agreements prior to submitting its Proposal. Except for any exceptions clearly identified in Respondent’s Proposal, Respondent’s submission of a Proposal and execution of the Proposal Signature Form shall indicate Respondent’s acceptance of the terms of the Construction Agreement.

Costs Borne by Respondent

MCNC will not pay for any information requested herein and is not liable for any costs incurred by Respondent in responding to this RFP.

Ownership Rights and Disclosure of Information

All Proposals submitted become the property of MCNC. Proposals will not be returned and may be subject to the requirements of the Freedom of Information Act and/or the North Carolina Public Records Act. Pricing and other information that is an integral part of the Proposal cannot be considered confidential.

MCNC reserves the right to use any and all concepts presented in any Proposal to obtain the most beneficial and effective path to achieving its desired goals for the Project. Selection or rejection of a Proposal shall not affect this right. All Proposals meeting the RFP criteria will be evaluated and, at MCNC’s sole discretion, an award made to the Respondent or Respondents who demonstrate the best ability to satisfy the Scope of Work in the most timely and cost effective manner.

Conflict of Interest

Respondents must identify any conflict of interest that may arise from work performed for MCNC. MCNC reserves the right:

1. To disqualify any Respondent or reject any Proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented;
2. To require the Respondent to take any action or supply information necessary to remove the conflict; or
3. To terminate the Construction Agreement or any other contract arising from this solicitation, if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to MCNC's satisfaction.

Protection of Whistleblowers

The Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into every NTIA grant award. Section F.05 of these Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information). The Vendor shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of the Division A, Title XV, Public Law 111-5 (for more information, see [Office of Inspector General - U.S. Department of Labor - ARRA Whistleblowers Form \(dol.gov\)](#) which provides protection for employees of any other

non-federal employers including employees of state and local governments, contractors, subcontractors, recipients and any other non-federal employers receiving Recovery Act fund recipients, making specific disclosures relating to possible fraud, waste, or abuse of Recovery Act funds.

Generally, this law provides that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward.

No Gifts and Gratuities Policy

MCNC's Code of Ethics policy has a strictly enforced requirement that MCNC and its staff are prohibited from accepting any favors or gratuities from contractors, potential contractors, sub-agreement parties, or from anyone that could potentially be involved in any aspect of MCNC's business.

Certification Regarding Debarment/Lobbying

All construction/splicing proposals are subject to subpart C of 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)."

In addition, applicants/bidders 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." Applicants/bidders 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, (See **Attachment "H"**) completed without modification.

The CD-512 (**Attachment "H"**) is available with the other Construction RFP materials located on the MCNC website and available upon registration confirmation at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

Attachment A - Construction Costs

Using the table below as a guide, respondents should include their per foot costs for construction. Note: All road distances may vary slightly. Composite pricing is expected to include all costs for completion of the system (i.e. conduit placement, fiber placement, handhole placement, marker/test station placement). Splicing costs should be included in **Attachment "B"**.

Proposals that cover all segments and provide an all-in cost for construction are acceptable and strongly encouraged.

Segment Name	Segment Miles	All-In Composite Price to Include Rock Adder (Cost Per Foot)	All-In Composite Price Rock Adder Not Included (Cost Per Foot)	Rock Adder Fee (Cost Per Foot)
Sample Data Segment - A to B	55.55	\$7/ft	\$5/ft	\$12/ft
Winston-Salem to Salisbury	40.95			
Salisbury to Albemarle	32.54			
Sanford to Fayetteville	33.13			
Fayetteville to Kenansville	63.52			
Kenansville to Jacksonville	38.28			

Attachment B - Fiber Splicing Costs for Segment Builds

All fiber shall be fusion spliced.

Once splicing has been completed for an entire segment, the Contractor shall perform continuity testing of optical fibers using an OPM (Optical Power Meter) and an OTDR (Optical Time Domain Reflectometer).

The Contractor shall test each fiber to ensure that the path is properly installed. Unidirectional testing (using a 1 kilometer launch cable) will be documented and emailed in .sor and .pdf format reflecting unidirectional losses by fiber and installed span loss by fiber. Bidirectional reports for each fiber will also be required. All testing will be performed at 1550 nm from Fiber Distribution Panel to Fiber Distribution Panel. During initial unidirectional OTDR testing, a general indicator of the quality of each splice will be an objective loss of 0.15 Db or less and a required bi-directional average of .15 or less per splice event. If, after three documented attempts, a Party is unable to produce a loss value of less than 0.15 Db, then 0.20 Db will become the objective.

Contractor shall fix any out of specification splices at their expense prior to submitting final test results to MCNC.

All splice enclosures and associated hardware will be supplied by MCNC.

A Combined Lump Sum Price for Fiber Splicing and Testing should be a separate line item per unit, and at MCNC's sole discretion may be awarded to a separate contractor.

If contracts are not awarded after finalists are determined, finalists will have an opportunity to submit best and final responses once final construction drawings are available.

Segments	Composite Fiber Splicing and Testing (Cost Per Splice)
Sample Data	\$18/splice
Winston-Salem to Salisbury	
Salisbury to Albemarle	
Sanford to Fayetteville	
Fayetteville to Kenansville	
Kenansville to Jacksonville	

Attachment C - Davis-Bacon Act

On August 23, 2023, the Department published in the Federal Register the final rule, “Updating the Davis-Bacon and Related Acts Regulations. The final rule took effect on October 23, 2023.

Many Respondents may not be familiar with the Davis-Bacon Act (“DBA”). Information in this Attachment is intended to assist in the Respondent’s investigation of their responsibilities, but shall not be construed as full and complete information or as advice, business, legal or otherwise. It is the Contractor’s responsibility to be in full compliance with the DBA and it is the Respondent’s responsibility to submit a Proposal accordingly. MCNC will be required to verify that the Contractor is in compliance with DBA.

The DBA requires Contractors, as well as any tiered Subcontractors, to submit certified weekly payrolls for contracts subject to the DBA. **Note:** Employees must be paid on a weekly basis. The Wage and Hour Division of the Department of Labor (“DOL”) has made available a form that contractors may use to submit their certified weekly payrolls. While it is not required that this form be used, this form has already been verified as meeting the required needs of DBA compliance and is recommended by the DOL.

The form and its instructions can be found at <http://www.dol.gov/whd/programs/dbra/wh347.htm>.

The Federal Program Officer associated with MCNC’s award has advised that the construction type for this Work is “Heavy Construction.” The wage determinations on this schedule will indicate the minimum rates that can be paid for work performed on this Project. For labor types not listed, it is the Respondent’s responsibility to anticipate the minimum rate that will subsequently be established based on the rate information provided and submit a Proposal accordingly. The below Heavy Construction rates are for the North Carolina counties through which the Project’s construction is anticipated to occur and may be viewed at <http://www.dol.gov/>

Other References

[US Department of Labor](#)

[Davis-Bacon and Related Acts](#)

[Fact Sheet #66: The Davis-Bacon and Related Acts \(DBRA\)](#)

[Fact Sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act \(FLSA\)](#)

Attachment D - Anticipated Segment Construction Dates

Below are the anticipated start dates MCNC anticipates construction can begin based on contract execution and permit receipt. Respondents should provide an estimated completion date that is no later than April 30, 2025.

Segment	Probable Start Date	Contractors Committed Date for Construction Completion
Winston-Salem to Salisbury	June 3, 2024	
Salisbury to Albemarle	June 3, 2024	
Sanford to Fayetteville	June 3, 2024	
Fayetteville to Kenansville	June 3, 2024	
Kenansville to Jacksonville	June 3, 2024	

Attachment E - Proposal Signature Page

In responding to this RFP, the undersigned Respondent agrees to provide work in accordance with the Contract Documents. **Note:** The representations herein are made under penalty of perjury.

Respondent hereby certifies that:

- This Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- This Proposal is genuine and not collusion or sham; and that Respondent did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal.
- Respondent has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of MCNC, or any other Respondent or anyone else interested in the Project.
- Respondent did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit, or cost element of this Proposal, or that of anyone else's Proposal.
- Neither this Respondent nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from submitting a proposal on contracts by any federal or state department or agency.
- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds, other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- If Respondent's Proposal is successful, Respondent will within ten (10) calendar days after notice of acceptance of the Proposal by MCNC, execute the Agreement and furnish the required performance and payment bonds.

Respondent hereby offers to perform the above work for MCNC at the price(s) shown and under the terms and conditions printed hereon, attached hereto or referenced herein.

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Telephone #: _____

Title: _____

Fax #: _____

Date: _____

E-mail: _____

Web Page: _____

Attachment F - Segment Descriptions and Maps

Segment Descriptions

As noted previously in this RFP, respondents are required to submit a separate pricing proposal for each segment in the event they would like to be considered for an award for any individual geographic area should MCNC choose to divide up the project and issue separate awards. The following segments have been identified, and they are described in further detail below and maps are depicted on the website at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

- Winston-Salem to Salisbury (Attachment K1)
- Salisbury to Albemarle (Attachment K2)
- Sanford to Fayetteville (Attachment K3)
- Fayetteville to Kenansville (Attachment K4)
- Kenansville to Jacksonville (Attachment K5)

Winston-Salem to Salisbury Segment

Starting at the South entrance of the colocation facility at 413 E 3rd St head west on E 3rd St until you reach the intersection of N Chestnut St. Make a Left on N Chestnut St and head south to Technology Way. Make a left on Technology Way and take your first right on E Salem Ave. Continue South on E Salem Ave until you reach the roundabout at Old Salem Rd and S Main St. Exit roundabout at S Main St and head South until you reach the intersection of Follansbee Rd and Old US-52. Continue South on Old US-52 until you reach the intersection of Salem St and Martin Luther King Jr Blvd in Lexington NC.

Head South on Salem St until it ends on W 2nd St. Make a left on W 2nd St and the next right on N State St. Follow N State St until it changes to S State and continue on to the intersection of W 7th Ave. Make a left on W 7th Ave and then a right S Main St and US-29. At the intersection of S Main St/ US-29 and Interstate 285 it changes to Old Salisbury Rd. Continue South on Old Salisbury Rd to the intersection of NC Hwy 150. Merge left on NC Hwy 150 and make an immediate right onto Wilcox Way/US 29. Wilcox Way/ US 29 changes to N Salisbury Ave/US 29. Follow US 29 South until it changes to S Salisbury Ave then N Main St Salisbury NC. Continue South on N Main St to the intersection of W Kerr St. Make a right on W Kerr St and follow until you reach the intersection of N Fulton St. Make a left on N Fulton St. N Fulton turns to S Fulton St. Follow until the intersection of W Horah St. Make a left and follow W Horah St to E Horah St and S Long St. Make a right on S Long St and Old Concord Rd. Follow Old Concord Rd South to the intersection of Jake Alexander Blvd. Make a right on Jake Alexander Blvd and make an immediate left onto the Rowan-Cabarrus Community College North Campus.

A prefabricated telecommunications hut will be located at Rowan-Cabarrus Community College. The address is 1333 Jake Alexander Blvd., S Salisbury, N.C. 28146. This will require diverse entries on and off of the campus.

The mileage of the segment is estimated to be 40.95 miles.

Please download the map for this region at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

Salisbury to Albemarle Segment

When leaving campus via Southeastern entrance on Old Concord Rd head North towards Jake Alexander Blvd S. Make a right and follow Jake Alexander Blvd S to the intersection of E Innes St/US-52. Make a right on US-52 and head east to the intersection of N 2nd St in Albemarle NC.

Make a left on N 2nd St and follow to the intersection of Salisbury Ave. Turn right on Salisbury Ave then make the second left on N Depot St. Head South on N Depot St to the intersection of W Main/NC Hwy 73. Make a right and follow the intersection of College Dr. Make a right onto Stanly Community College.

A prefabricated telecommunications hut will be located at Stanly Community College. The address is 141 College Dr, Albemarle, NC 28001. This will require a diverse entry on campus from the existing MCNC fiber IRU owned by Conterra.

The mileage of the segment is estimated to be 32.54 miles.

In addition, all Community Anchor Institutions identified must have single threaded laterals engineered from the main segment identified above. All laterals are estimated to be less than 5 miles off the proposed segment.

Please download the map for this region at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

Sanford to Fayetteville Segment

The proposed segment begins in Sanford NC at the MCNC Hut located at 1105 Kelly Drive. Leave the Hut and head Southwest on Kelly Drive to the intersection of Nash St. Turn left on Nash St and head south to NC Hwy 42. Make a right on NC Hwy 42 then an immediate left onto Dogwood St. Continue on Dogwood St to the intersection of NC Hwy 87. Make a left and follow NC Hwy 87 South until it intersects with NC Hwy 24 in Stout Springs NC.

Continue East on NC Hwy 24 until it intersects with NC Hwy 210 in Spring Lake. Continue on NC Hwy 210/Bragg Blvd until the intersection of 2nd St. Make a right on 2nd St. Follow 2nd St to the intersection of Lake Ave. Make a left on Lake Ave then an immediate right onto NC Hwy 210/24 continuing to the NC 210/24 split. Continue on NC Hwy 210/ Murchison Rd to the intersection of WT Brown Drive where we will intercept existing MCNC conduit and pull fiber to the existing MCNC Hut facility at 1200 Murchison Rd Fayetteville NC.

The mileage of the segment is estimated to be 33.13 miles.

Please download the map for this region at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

Fayetteville to Kenansville Segment

Beginning at the MCNC Hut facility at 1200 Murchison Rd in Fayetteville NC utilize existing conduit by populating a spare duct starting at the facility heading East on Mary T Eldridge St to the intersection of Edgecombe Ave. Take a right on Edgecombe Ave continuing until the intersection of NC Hwy 210 / Murchison Rd. Head left of NC Hwy 210 / Murchison Rd. Continue on NC Hwy 210 until it changes to Bragg Blvd. Bragg Blvd then changes to Robeson St. Follow Robeson St to the intersection of W Russell St where the existing conduit path ends in a hand hold on the Northeast side of the intersection.

From there, start new construction heading East on W Russell St to the intersection of W Russell and Winslow St. Head North on Winslow until you've reached Hay St. Make a right on Hay St which turns into Person St. Continue along Person St to the intersection of Dunn Rd. Make a left on Dunn Rd and take the next right onto Grove St which merges into NC Hwy 24.

Continue on NC Hwy 24 to the town of Stedman NC where you will merge off of NC Hwy 24 onto Clinton Rd through Stedman then back onto NC Hwy 24 where Clinton Rd ends. Head East on NC Hwy 24 until you get to Autryville where you will again merge onto Clinton road through town. At the end of Clinton Rd you will then make a left onto Horseshoe Rd and an immediate right back onto NC Hwy 24.

Continue on NC Hwy 24 East towards Roseboro making a right onto W Dr Martin L King Jr Blvd. Continue through town on Martin L King Jr Blvd until it intersects with NC Hwy 24. Make right on NC Hwy 24 and continue towards Clinton NC. Once in Clinton, continue East until NC Hwy 24 and Sunset Ave split. Go straight on Sunset Ave towards downtown Clinton. At the intersection of Sunset Ave and Fayetteville St Merge right onto Fayetteville St and continue to intersection of N Wall St. Make a right on N Wall St then an immediate left on E Main St followed by an immediate right on Lisbon St. Follow Lisbon St to the intersection of E John St and make a right. E John St turns to W John St. At intersection of W John St make a right then an immediate left on W Elizabeth St. Follow W Elizabeth St South to the intersection of IndianTown Rd. Make a left on IndianTown Rd and follow it until the intersection of US 701. Make left heading North on US 701. At the intersection of US 701 and Rowan Rd make a right. Follow Rowan Rd to the intersection of Rackley Rd. Take Rackley Rd North to NC Hwy 24 and make a right.

Follow NC Hwy 24 East through Warsaw to the intersection of Lanefield Rd. Take a right on Lanefield Rd and follow it until Old NC 903. Make a left on Old NC 903 to the intersection of S NC 11 903 Hwy. Head North on S NC 11 Hwy then make a right on James Sprunt Dr in Kenansville NC.

The mileage of the segment is estimated to be 63.52 miles.

Please download the map for this region at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

The construction firm should address the requirement of a prefabricated telecommunications hut at James Sprunt Community College. The address is 133 James Sprunt Drive, Kenansville, NC 28349. This will require diverse entries on and off of the campus.

Kenansville to Jacksonville Segment

Leaving James Sprunt Community College Head North on S NC 11 Hwy and follow until the intersection of NC Hwy 24. Make a right on NC Hwy 24.

Follow NC Hwy 24 until it merges with US 258. Follow NC 24/US 258/Richlands Hwy until the intersection of US 17. Make a left on US 17 and an immediate right into the NC Highway Patrol and MCNC's Jacksonville Hut at 305 Wilmington Hwy, Jacksonville, NC 28540.

The mileage of the segment is estimated to be 38.28 miles.

Please download the map for this region at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

**Attachment G - Sample Construction Agreement and
Addendum to Design-Build Master Agreement**

The Sample Construction Agreement and the Addendum are available with the other Construction RFP materials located on the MCNC website and available upon registration confirmation at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>

Attachment H - Certification Regarding Lobbying

The CD512 - Certification Regarding Lobbying is available with the other Construction RFP materials located on the MCNC website and available upon registration confirmation at:

<https://www.mcnc.org/knowledge-center/hero-project/hero-project-rfps>