

**REQUEST FOR PROPOSALS (RFP)**  
**PANGAEA Internet – Middle Mile Fiber Construction**

**Issuing Agency:** PANGAEA Internet (a nonprofit fiber ISP)

**Project Location:** Rutherford County, North Carolina

**Project Sites:** Highway 221 Extension from Chase High School, and Harris Elementary to Riverstone Business Park

**Funding Source:** ARC AREA DEVELOPMENT (Appalachian Regional Commission)

**RFP Issue Date:** *May 5<sup>th</sup>, 2026*

**RFP Number:** ARC-AREA-1-2026

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**1. RFP Purpose**

PANGAEA is soliciting proposals from qualified contractors to design, procure, and construct a middle-mile aerial fiber-optic cable linking the following sites:

Site	County	Current Address	Planned Fiber Route
<b>Harris Elementary School</b>	Rutherford	3330 US-221, Forest City, NC 28043	Origin
<b>Chase High School</b>	Rutherford	1603 Chase High Road, Forest City, NC 28043	4-mile aerial path (existing poles)
<b>Riverstone Business Park</b>	Rutherford	160 Ash Dr, Forest City, NC 28043	7-mile aerial path (existing poles)

The ARC Area Development grant will cover all construction, engineering, and material costs. No operation, maintenance, or service speed requirements are imposed on the contractor. The objective is to deliver a reliable, cost-effective fiber route that meets ARC Area Development’s compliance standards and provides PANGAEA with a turnkey asset for future service delivery.

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**2. Project Overview**

- **Funding:** The ARC Area Development Grant (Appalachian Regional Commission) provides the full cost for this project.
- **Scope:** The contractor will (a) provide a detailed cost estimate, (b) develop a construction schedule, (c) demonstrate qualifications, and (d) maintain the insurance and regulatory requirements mandated by the ARC Area Development grant and 2 CFR Part 200.

- **Ownership:** All fiber, pole attachments, conduit, and ancillary infrastructure constructed under the ARC Area Development grant shall be owned by PANGAEA upon project completion.
- **Deliverables:**
  1. Completed cost estimate (itemized, including labor, materials, permits, and contingencies).
  2. Detailed construction schedule (start date, milestones, completion date).
  3. Evidence of all required registrations and certifications (SAM, UEI, 2 CFR Part 200).
  4. Proof of insurance coverage (see Section X).
  5. Documentation of compliance with ARC Area Development special provisions (suspension, conflict of interest, etc.).

### 3. Goals of the Procurement

Goal	Description
<b>Financial</b>	Deliver the fiber construction at the lowest cost while meeting all regulatory and quality standards.
<b>Quality &amp; Safety</b>	Construction must comply with state and federal safety regulations, including OSHA and NC DOT guidelines for aerial and underground installations.
<b>Compliance</b>	All contractor activities must comply with 2 CFR Part 200, ARC Area Development grant terms, and applicable NC statutes.
<b>Transparency</b>	Proposals must provide clear, itemized cost breakdowns and a transparent timeline to facilitate auditability.
<b>Professionalism</b>	The contractor must demonstrate proven experience with aerial fiber installations of similar scale.

### 4. Scope of Services

The selected contractor will perform the following tasks:

Task	Description	Deliverable
<b>Engineering &amp; Design</b>	Review PANGAEA's engineering plans; provide engineering drawings, cable specifications, pole and conduit sizing, and	Final design package (CAD, BMS, permit drawings).

Task	Description	Deliverable
	construction methodology.	
<b>Permit Acquisition</b>	Secure all necessary permits (DOT, environmental, local, state) for pole attachments, trenching (if required), and utility relocation.	Copies of all permits, approvals, and correspondence.
<b>Procurement</b>	Source all materials (fiber cable, conduits, splice enclosures, handholes, vaults, poles, fasteners) and equipment (trucks, rigging, hand tools).	Purchase orders, vendor agreements.
<b>Construction</b>	Execute the aerial and underground fiber installation, including pole attachment, cable splicing, conduit installation, handhole/vault construction, and testing.	Progress reports, daily logs, final completion certificate.
<b>Testing &amp; Documentation</b>	Perform fiber tests (OTDR, power, attenuation) per industry standards; provide final test report and certification.	Test report, cable certification.
<b>Project Management</b>	Manage schedule, safety, quality, cost, and communications with PANGAEA.	Monthly status reports, final project close-out report.
<b>Insurance &amp; Compliance</b>	Maintain all required insurance and meet ARC Area Development and 2 CFR Part 200 compliance obligations.	Insurance certificates, compliance declarations.
<b>Record Retention</b>	Retain all project documents for at least three years after final expenditure report submission.	Archived file set (digital & hard copies).

*Note:* No O&M, maintenance, or service speed responsibilities are assigned to the contractor.

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## 5. Proposal Organization

All proposals must be organized in the following format (maximum of **12 pages** excluding attachments):

Section	Content Requirements
<b>Cover Letter</b>	Statement of intent, proposal deadline acknowledgement, contact information.

Section	Content Requirements
<b>Executive Summary</b>	Brief overview of the contractor's understanding of the project, key strengths, and unique value proposition.
<b>Company Overview</b>	Legal name, entity type, years in business, corporate structure, relevant experience.
<b>Project Team</b>	Names, titles, resumes of all personnel who will work on this project; specify roles.
<b>Technical Approach</b>	Detailed methodology for each scope item, risk mitigation plan, quality assurance process.
<b>Schedule &amp; Milestones</b>	Detailed Gantt-chart style schedule with key milestones (permits, procurement, construction phases).
<b>Cost Proposal</b>	Itemized cost estimates (labor, equipment, materials, indirect costs, contingency). Include pricing assumptions and currency.
<b>Insurance &amp; Compliance</b>	Copies of certificates for all required policies; declaration of SAM/UEI registration and 2 CFR Part 200 compliance.
<b>References</b>	Minimum three (3) references for similar projects, including contact information and project description.
<b>Attachments</b>	Include any relevant drawings, tables, or supplementary documents.

All proposals must be signed by an authorized representative of the contractor.

## 6. Submission Requirements

Item	Delivery Method	Deadline	Address
<b>Hard Copies (5)</b>	In-person or mail	<b><i>June 9<sup>th</sup>, 2026</i></b>	<b>In-person:</b> 37 W Mills St. Columbus, NC 28722 <b>Mail:</b> P.O. Box 1369, Columbus, NC 28722
<b>Electronic Copy (PDF)</b>	Email	<b><i>June 9<sup>th</sup>, 2026</i></b>	rfp@e-polk.org
<b>Questions &amp; Clarifications</b>	Email	<b><i>May 26<sup>th</sup>, 2026</i></b>	rfp@e-polk.org
<b>Pre-Meeting</b>	Email	<b><i>May 19<sup>th</sup>, 2026</i></b>	rfp@e-polk.org

Item	Delivery Method	Deadline	Address
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**Request**

Late submissions will not be considered.

**7. Proposal Acceptance & Evaluation Criteria**

Criterion	Weight	Notes
<b>Compliance with RFP Requirements</b>	25 %	Full adherence to scope, format, and regulatory obligations.
<b>Technical Merit &amp; Approach</b>	30 %	Demonstrated engineering capability, risk mitigation, and schedule feasibility.
<b>Cost Competitiveness</b>	25 %	Reasonable pricing structure, transparency of costs, contingency justification.
<b>Experience &amp; Qualifications</b>	15 %	Prior similar projects, team credentials, references.
<b>Insurance &amp; Regulatory Compliance</b>	5 %	Proof of required policies, SAM/UEI registration, 2 CFR Part 200 compliance.

The final decision will be made by the PANGAEA Project Steering Committee and will incorporate both quantitative scores and qualitative judgment.

**8. Project Schedule**

Milestone	Target Date
RFP Issue	<b>May 5<sup>st</sup>, 2026</b>
Proposal Due	<b>June 9<sup>th</sup>, 2026</b>
Contractor Selection	<b>June 16<sup>th</sup>, 2026</b>
Contract Award & Notice to Proceed	<b>July 1<sup>st</sup>, 2026</b>
Permit Approval	<b>September 1<sup>st</sup>, 2026</b>
Construction Start	<b>September 1<sup>st</sup>, 2026</b>

Milestone	Target Date
Mid-Project Review	<i>November 2nd, 2026</i>
Construction Completion	<i>January 29th, 2027</i>
Final Acceptance & Close-Out	<i>February 26<sup>th</sup>, 2027</i>

## 9. Administrative & Procurement Requirements

Requirement	Detail
<b>SAM Registration &amp; UEI</b>	Contractor must be registered in SAM.gov and possess a valid UEI.
<b>2 CFR Part 200 Compliance</b>	All cost accounting, procurement, and financial management must follow uniform administrative requirements, cost principles, and audit requirements.
<b>Record Retention</b>	Keep all project documentation (contracts, invoices, change orders, reports) for at least 3 years after final expenditure report.
<b>Equal Opportunity</b>	Contractor must comply with Executive Order 11246; no discrimination on race, color, religion, sex, national origin, or disability.
<b>Suspension &amp; Debarment</b>	Contractor must not be under any suspension, debarment, or exclusion from federal funds.
<b>Conflict of Interest</b>	Contractor must disclose any potential conflicts related to the grant.
<b>Insurance</b>	Contractor must provide insurance certificates (see Section X).
<b>Contractual Compliance</b>	All terms of this RFP and any subsequent subaward must be incorporated into the contract.

## 10. Insurance & Risk Management

Contractor must maintain the following coverages, **named PANGAEA, Inc. as an Additional Insured** (where applicable):

Insurance	Minimum Limit	Notes
Commercial General Liability (CGL)	\$1,000,000 per occurrence	Covers bodily injury and property damage.
Workers' Compensation	As required by NC law	Must meet or exceed state minimums.
Automobile Liability	\$1,000,000 per vehicle	Covers owned, hired, and non-owned vehicles.
Builder's Risk / Property Insurance	\$1,000,000	Covers damage to materials and the structure under construction.
Professional Liability (E&O)	\$2,000,000	Covers professional services.
Cyber & Data Breach	\$2,000,000	Covers breach of electronic data.

All certificates must be issued by a reputable insurer (e.g., AIA, Nationwide, Travelers) and show no policy exclusions that would affect coverage of construction activities.

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## 11. Special Provisions for ARC AREA DEVELOPMENT Grants

Provisions	Contractor Action
<b>Subcontractor Compliance</b>	The contractor must ensure all subcontractors also meet 2 CFR Part 200, SAM/UEI, and insurance requirements.
<b>Suspension &amp; Debarment</b>	Contractor must not be under any suspension, debarment, or exclusion from federal funds.
<b>Conflict of Interest</b>	Full disclosure of any relationship or interest that could influence performance.
<b>Change Orders</b>	Any changes to scope, cost, or schedule must be documented and approved in writing.
<b>Reporting</b>	Provide monthly progress reports to PANGAEA and ARC as required by the grant agreement.

## 12. Attachments

1. **Site Map** – Map of the proposed fiber route.
2. **Permit Checklist** – Required permits and approvals.
3. **Insurance Declaration Form** – For submission of insurance certificates.
4. **Sample Contract** – Basic terms and conditions for contractor.
5. **Specifications** – Part and specification requirements.

All attachments are integral to the RFP and must be referenced in the proposal.

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## 13. Contact Information

Contact	Title	Phone	Email
<b>PANGAEA RFP Coordinator</b>	Senior Planner	(828) 429-6812	<b>Jelliott@frcnc.gov</b>
<b>PANGAEA Project Lead</b>	Ken Griffin		<b>rfp@e-polk.org</b>
<b>PANGAEA Legal</b>	Counsel		<b>rfp@e-polk.org</b>

### **PANGAEA reserves the right to:**

- Reject or accept any proposal in whole or in part.
- Request clarification or amendments.
- Delay or cancel the procurement.
- Request additional information or documentation.

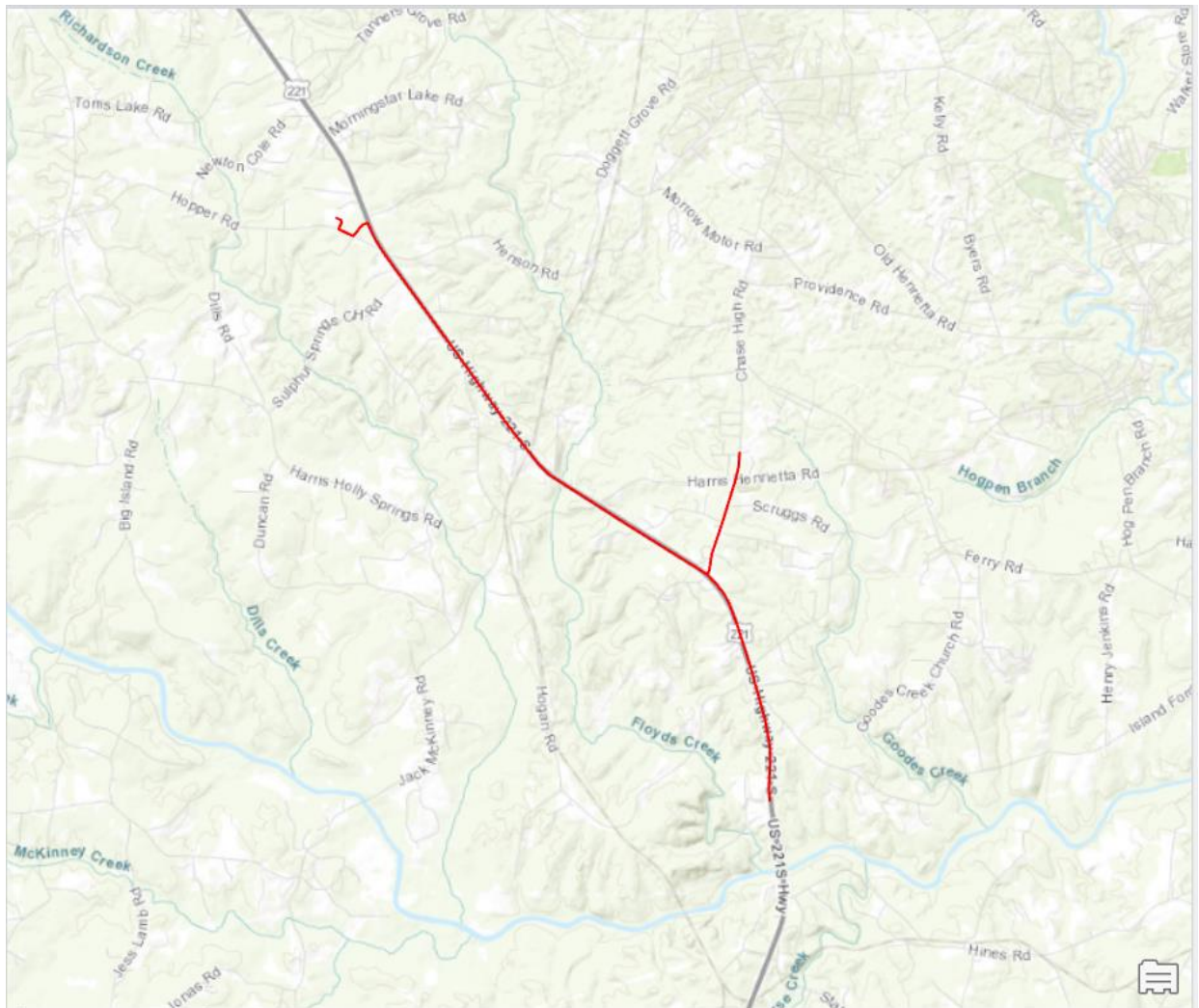
**By submitting a proposal, the contractor acknowledges understanding of and agreement to comply with all requirements herein.**

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*End of RFP*

## Attachments:

### Site Map



### Permit Checklist

Right of Way Encroachment Agreement – NC DOT

All necessary permits for utility pole attachment – Duke Energy

### Insurance Declaration Form

Certificate of Liability Insurance

### Sample Contract

1 PANGAEA WAIVER AND RELEASE AGREEMENT THIS PANGAEA WAIVER AND RELEASE AGREEMENT (this “Release”) is made this \_\_ day of \_\_\_\_\_, 20\_\_, by the undersigned (“Contractor”) in favor of e-Polk, Inc., d/b/a PANGAEA Internet (“PANGAEA”), and sets

forth certain terms and conditions under which Contractor has provided and/or will provide certain services to PANGAEA. WHEREAS, PANGAEA has engaged Contractor to provide customer installations, fiber optic repairs and other services on behalf of PANGAEA (collectively, the "Services"); and WHEREAS, PANGAEA desires Contractor to provide the Services on behalf of PANGAEA, and Contractor desires to provide the Services on behalf of PANGAEA. NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor agrees as follows: 1.Services. Contractor shall provide the Services in accordance with PANGAEA's directions, at such times and at such locations (the "Locations") as may be designated by PANGAEA from time-to-time. In performing the Services hereunder, Contractor shall be responsible for any and all cost associated with Contractor's employees' services, if any, including employee benefits and employee business expenses. Contractor shall perform the Services diligently, competently, and in a professional manner. Contractor (and not PANGAEA) shall be solely and exclusively responsible and liable for complying with all applicable requirements of the Underground Utility Safety and Damage Prevention Act (N.C.G.S. § 87-115, et seq.) and NC811 and the NC811 program (as set forth and described at [www.nc811.org](http://www.nc811.org)), including, without limitation, calling 811 with all required locate request information and all other notification requirements of an "excavator" (as such term is defined in the Underground Utility Safety and Damage Prevention Act).

2.Representations and Warranties. Contractor represents and warrants that: (a) Contractor has the right and authority to enter into this Release without violating the rights of any third party; (b) Contractor will comply with all applicable laws, regulations, orders and ordinances in rendering the Services provided for herein; (c) if Contractor is a business entity, Contractor represents and warrants that it is validly existing in good standing under the laws of its state of incorporation, with its principal place of business at the address provided below, and that the person executing this Release on its behalf has been duly authorized by Contractor to execute this Release; and (d) Contractor understands all of the provisions of this Release and agrees to be bound by its terms.

3. Insurance. Contractor agrees throughout the term of this Release and at all times during the performance of the Services to maintain in full force and effect (at its own expense) insurance policies providing: (a) commercial general liability insurance protecting Contractor with respect to its provision of the Services in an amount not less than one million dollars (\$1,000,000.00) per occurrence; and (b) workers compensation and employers' liability insurance in the statutory amounts required by the State of North Carolina. Upon PANGAEA's request, Contractor shall furnish PANGAEA with a current copy of the certificates of insurance for such coverage. Such insurance policies shall not be terminated, cancelled or materially modified by Contractor without ten (10) days prior written notice to PANGAEA. Contractor waives any and all rights of subrogation Contractor may have against PANGAEA and at the request of PANGAEA, will obtain a waiver of subrogation in favor of PANGAEA on said policies

4. Indemnification. Contractor hereby voluntarily assumes all responsibility for, and agrees to hold harmless, defend and indemnify PANGAEA from and against, any and all claims,

actions, causes of action, liabilities, suits, damages, property damage, physical injury of any kind or death, costs, losses and expenses of any kind (including, without limitation, reasonable attorneys' fees and medical costs) arising out of or in connection with: (i) the provision of Services to PANGAEA; (ii) the failure to comply with any applicable laws, regulations, orders or ordinances (including, without limitation, the Underground Utility Safety and Damage Prevention Act); (iii) the work, activities and/or presence of Contractor and/or Contractor's employees, agents or contractors at the Locations; and (iii) the acts or omissions of Contractor and Contractor's employees, agents and contractors.

5. Release. Contractor, on behalf of Contractor and Contractor's affiliates, agents, employees, successors, and assigns, does hereby release, waive and discharge, any and all rights, claims, demands, lawsuits and causes of action whatsoever, whether known, unknown, foreseen or unforeseen, Contractor may have against PANGAEA for any matter, cause or things whatsoever arising out of Contractor's provision of Services to PANGAEA. Contractor accepts each Location "as is," and hereby agrees that PANGAEA has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the Locations or their conditions.

6. Independent Contractors; Taxes; Expenses. Contractor is an independent contractor, and nothing in this Release or in the activities contemplated hereunder shall be deemed to create any agency, partnership, employment or joint venture relationship between PANGAEA and Contractor. Contractor acknowledges that Contractor is solely responsible for all federal, state and local taxes due as a result of performing the Services for PANGAEA, and for obtaining and paying for any life, accident, property or other insurance related to the provision of Services at the Locations.

7. General Provisions. No amendments, supplements or waivers of any provision of this Release shall be valid unless by an instrument in writing, signed by PANGAEA. This Release shall be governed and construed under the internal laws (and not the laws regarding conflicts of laws) of the State of North Carolina. All disputes arising in connection with this Release shall be brought exclusively in the State Courts of North Carolina in, or the United States Federal Courts for, Polk County, North Carolina. Each party consents to the personal and subject matter jurisdiction of such courts for said purposes. No delay, failure or waiver of PANGAEA's exercise or partial exercise of any right or remedy under this Release shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. If any provision of this Release is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby, and PANGAEA and Contractor agree to replace such invalid, illegal or unenforceable provision with a new provision which preserves the original intent hereunder. The remedies set forth in this Release are not exclusive, and the election of one remedy shall not preclude the use of other remedies.

IN WITNESS WHEREOF, Contractor has caused this Release to be duly executed as of the Effective Date.

CONTRACTOR: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

### Specifications

- Fiber: ITU-T G.652.D or G.657.A with Mfg date no older than 2024; 144ct with twelve color-coded buffer tubes each hold twelve color-coded fibers; loose-tube; gel-free, water-blocked; corrugated steel tape armor; Polyethylene UV-resistant outer jacket for Outdoor use; dual ripcords for jacket and armor removal; Tensile Strength: not less than 2500 N (short-term), 750 N (long-term)
- Strand: ¼" EHS galvanized steel; ASTM A-475 Class A zinc coating; Breaking Strength (MBS): not less than 6500 lbs
- Anchors: ANCHOR, SCREW, 6 IN HELIX, 3/4 X 66 IN SHAFT, TRIPLEYE
- Bolts 12,14,16,20: BOLT, MACHINE, 5/8 IN X approp lengths
- Nuts: NUT, SQUARE, 5/8 IN
- Bug nuts: CLAMP, D CABLE LASHING, FOR 1/4IN 7/16IN STRAND
- Straight clamps: CLAMP, SUSPENSION, 3 BOLT
- Curved clamps: Clamp, 3 Bolt, Curved Suspension, 1/4 inch
- Guy bolts: BOLT, THIMBLEYE, STRAIGHT, 5/8 X appropriate lengths
- Screw eyes: NUT, 5/8 IN THIMBLE EYE
- Slip eyes: 5/8" STRAIGHT SINGLE STRAND EYELET, 5 3/4" long
- Preforms: DEADEND, 1/4 IN, GALVANIZED, CLASS A, COATING
- Lashing wire: Lashing Wire - .038" T 302 (1600 Feet per Coil, 6 coils per box)
- Straps and spacers
- Washers: WASHER, SQUARE, 2" X 2", 11/16" DIAMETER HOLE
- Pig ears: ATTACHMENT, GUY, 5/8 IN, length is 4.25 inches

- Handholes- not sure how to specify size of handhole.
- Conduit w/ mule tape: conduit not less than 1.25" with mule-tape
- U-guards: 2" x 10' U-Guard
- Guy wire covers/guards
- Splice cans: Commscope FOSC 450 w/ D trays; spliced with 48 splices per tray