

Request for Proposal

Owner: The Crossville Telephone Company

Prepared by:

Finley Engineering Company, Inc
Consulting Engineers



P.O. Box 148
Lamar, Missouri 64759

For

FTTH Network Access Equipment in White County, Illinois

Project Summary:

The Crossville Telephone Company “Crossville” is the recipient of a Connect Illinois Broadband Grant for construction of a fiber broadband project in rural areas of White County, Illinois. Crossville is requesting proposals for FTTH Network Access Equipment required in the fiber broadband project which includes Access Equipment in the Crossville Central Office and (1) one remote site serving 241 customer locations.

This project is subject to the terms of the Connect Illinois Broadband Grant and the Illinois Office of Broadband; strict requirements regarding procurement, labor practices, and project timelines are dictated by the Connect Illinois Broadband Agreement and underlying funding mechanisms. Adherence to project guidelines is of critical importance.

The attached Project Contract and Request for Proposals outline the specific requirements of the Crossville FTTH Network Access Equipment project.

Finley Engineering has been engaged by Crossville for project engineering and project management to ensure adherence to the construction documents, verify unit placement and monitor adherence to the construction schedule.

The time for completion of construction of the project shall be **begin not later than April 1, 2025 and end no later than May 31, 2025**; with the actual start date for installation of the FTTH Network Equipment subject to completion of upgrades to the Crossville Central Office being performed by other vendors/contractors.

Question/Inquiry Process:

All inquiries and questions related to the RFP must be sent by December 31, 2024

and directed via email to:

Name: Nancye Allison, Finley Engineering

Email: n.allison@finleyusa.com

Selection Process:

Finley Engineering will review each timely submitted proposal, scoring each proposal with the Best Value Selection criteria outlined in the RFP Award Criteria section in this RFP. Finley Engineering will make a recommendation to Crossville for an equipment vendor based on the proposal that has the highest score from the Best Value Selection criteria. With approval from Crossville and the State of Illinois for the successful contractor, Finley will begin final discussions for selection and the ability of the contractor to meet and execute all required contract documents. If final discussions and execution of contract documents cannot be completed by the initially selected contractor, the next highest ranked proposal will be chosen.

The process will continue until a mutually agreeable contract is finalized between Crossville and the selected contractor.

Proposal Requirements:

1. Proposals should be organized in the same sequence as this RFP, with responses referencing the appropriate corresponding RFP item(s). Firms should respond to each item at the level of detail at which each is presented or list a variance with a particular item, propose alternate terms, and, as applicable, supply any supportive detail. Responses not conforming to the proper format or failure to respond to any items in this RFP may result in a firm's disqualification and/or rejection of the proposal at the discretion of Finley.
 2. Any firm responding Firm will need to become a Crossville Approved Vendor to expedite matters if the Firm(s) are to be selected as the winning vendor. The Firm will need to complete and submit the following documents (forms to be provided in electronic format) with their submission:
 - Contractor Safety Pre-Qualification Form,
 - W-9,
 - ACH Request Form,
 - Certificate of Insurance (COI),
 - Submit at least three credit references (these can be different, or the same references requested for past work).
 - Including any additional information as requested by Grantor
 3. Where the Firm is requested to supply information, include that information in the body of the proposal or reference that it is an attachment.
 4. A duly authorized officer or agent of the Firm must sign the proposal.
 5. All questions and inquiries regarding this RFP should be submitted via email to:
Email: n.allison@finleyusa.com
 6. Proposals are to be submitted in electronic format to the following email address.
Email: n.allison@finleyusa.com
- Other submission forms will not be accepted, nor will proposals be submitted directly to individual staff members other than what is listed above.*
7. Crossville will not pay for any information requested herein, nor is it liable for any costs incurred by any Firm in responding to this RFP. All proposals submitted become the property of Crossville.
 8. A Firm may withdraw its proposal before the RFP response deadline. Proposals received after the deadline will not be considered.
 9. The proposal and cost submissions constitute an offer by the Firm to do business with Crossville. If a Purchase Order is submitted to a Firm, Crossville, at its option, may

incorporate all or parts of a Firm's proposal. Any answers and information contained within that proposal shall become part of the successful Firm's and Crossville's final agreement.

10. Any information released either verbally or in writing before the release of this RFP shall be deemed preliminary and not binding upon Crossville in any manner.

11. Notwithstanding any other provision of this RFP, Crossville expressly reserves the right to:

- Conduct discussions with any or all Firms for clarification of proposals.
- Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures.
- Accept, reject, or negotiate any or all proposals or the terms of any proposal, or any parts thereof, to obtain the best and final offer.
- Cancel or amend this RFP or issue other requests for proposals.
- Select a Firm(s) based on the analysis and evaluation of proposals submitted. Crossville reserves the right to request presentations of proposals if Crossville feels further information is appropriate to the decision-making process.
- Select no proposals at all.
- Cancel a contingent award if a Firm fails to negotiate in good faith and execute definitive written documents necessary to effectuate the transactions contemplated in a manner consistent with the project's timeline and within fifteen (15) days from the contingent award date.

12. Crossville reserves the right to use any 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 proposals shall not affect this right. All proposals will be evaluated, and with additional consideration to the Firm(s) who demonstrates the best ability to satisfy the scope of work in the most timely and efficient manner possible.

13. By submittal of a proposal, a Firm attests to have read, understood, and agreed to all requirements, terms, and conditions in this RFP, including any attachments, exhibits, and appendices.

14. Proposals responding to this RFP will not be tied to any potential or future arrangements.

15. A contractor and any subcontractor must be properly licensed and registered as required by the State of Illinois to complete the scope of work in this RFP. Each Firm requires proper license and registration before submitting a bid. Each firm shall comply with all subcontractor requirements as outlined by Ill. NOFO CSFA 420-35-2366. The proposal submission will be construed as evidence that such an examination has been made, and no subsequent allowance will be made on behalf of the Firm for any error or negligence. Requirements to be addressed include Prevailing Wage, Debarment and Suspension Certification, Apprenticeship

requirement, BABA Compliance, regular reporting to the Grantor for their reporting to IOB and Champaign County. Other major requirements may be pertinent, see Reference addendum in RFP.

If awarded, the successful contractor will certify an understanding of and reading of the federal and state requirements of this project prior to signing the awarded contract.

16. Firms must identify any conflict of interest arising from providing services to Crossville. Crossville reserves the right:

- to disqualify any Firm or reject any proposal at any time solely because a real or perceived legal or policy conflict of interest is presented.
- to require the Firm to take any action or supply information necessary to remove the conflict or
- to terminate any Purchase Order arising from this solicitation if any such relationship would constitute or have the potential to create a real or perceived conflict of interest that cannot be resolved to Crossville's satisfaction.

17. Crossville will make payments under the contract on no more than a monthly basis, and the final payment will be made within 30 days after satisfactory completion and acceptance of the materials by Crossville.

18. The firm must coordinate with other Federal, State (Illinois), and local authorities to demonstrate compliance with other applicable environmental laws and regulations.

Closing Date:

The proposals shall be received no later than 1 p.m. January 7, 2025 .

Late proposals and those that do not adhere to this RFP process will not be accepted.

The following timetable outlines the anticipated schedule for the RFP and contract process; however, the timing and the sequence of events resulting from this RFP may vary.

Anticipated Event Dates:

- RFP Advertised and Issued: December 19, 2024
- Pre-proposal meeting: **Not Applicable**
- Final Questions to be Submitted by: December 31, 2024
- Proposals Due by: January 7, 2025 (1 p.m.)
- RFP Evaluations Completed on or before: January 17, 2025
- Contingent Award Notices and Contract sent by: January 24, 2025
- Contract Agreement Executed: On or before February 7, 2025

Proposal Format:

To aid in the evaluation of proposals, Crossville requires that proposals follow this outline:

1. **Cover Letter:** Indicate your firm's interest in the project and highlight proposal's key points.
2. **Firm Overview:** Include company history, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information. Crossville requires the selected Firm to be licensed to do business in Illinois.
3. **Project Approach:** Provide a detailed narrative and proposed schedule describing your specific approach and your ability to meet the needs of this Project. Outline your understanding of the Project and identify critical issues based on your Firm's experience. Please include all technologies proposed for construction, placement and delivery outlined by the proposal.
4. **References:** Please provide at least three (3) references where your organization has completed a construction project similar to our request. Please include the name, address, phone number, and email address for each reference and a description of the work and dates completed.
5. **Small, Minority, and Disadvantaged Businesses:**

Contracting with Minority Businesses pursuant to 2 CFR § 200.321, the Recipient and its sub-recipients must take all necessary affirmative steps (as described in [2 CFR § 200.321](#)) to ensure that minority businesses are used when possible. See page 11 of this RFP for instructions on including this information in your proposal.

Under the Socioeconomic and Location Considerations section of this RFP, Firms are to identify the extent to which Minority-Owned Businesses (MOBs) would be utilized in the performance of this proposed contract.

As defined by the North American Industry Classification System (NAICS) code applicable to this RFP, the offeror's participation as a MOB is to be identified in the Socioeconomic and Location Considerations section of this RFP, and DBE participation will be considered in evaluating the Socioeconomic Considerations and Location as an evaluation factor.

5. **Value Add:** Firms should include any "value-added" solutions in response to this RFP. Solutions will be evaluated for feasibility and benefits to the program goals of this project. If the value-added solution is deemed feasible and beneficial, it will be considered in evaluating the Socioeconomic Considerations, Location, and Value-Added evaluation factors.
6. **Financial Statements:** Include information about your financial stability, any pending lawsuits or legal actions against your company, current copy of an Illinois Certificate of Good Standing, and contact information for your financial institution. Include your coverage for general liability, workers' compensation, professional liability, and errors & omissions insurance. Crossville requires a minimum of \$1,000,000 in liability insurance.

7. **Other Current Projects:** Indicate your client workload and any other projects your team is committed to, including project time frames. If you have any project that may cause a conflict of interest or could otherwise hinder your proposed timeframes, please describe those projects and how your firm manages multiple client priorities.

All requested information in the Proposal Format section must be included in your response. Crossville reserves the right to reject any proposals and to enter into a Purchase Order agreement with the Firm selected by Crossville.

Firms are solely responsible for their own expenses in preparing and submitting a Proposal. If Crossville elects to reject all proposals, will not be liable to any firm for any claims, whether for costs or damages, incurred by the respondent in preparing and submitting a proposal. Although notification will be provided to Firms whose Proposals are not accepted, further debriefing information will not be made available.

General Terms and Conditions:

Compliance with Laws

The Firm must, in the performance of work under the Purchase Order, fully comply with all applicable federal, state (Illinois), or local laws, rules, and regulations. Any subletting or subcontracting by the Firm obligates the subcontractors to these same provisions. See Appendix A for more details.

Supplier Bond and Liability Insurance

Within ten (10) days of a final executed contract, the Firm shall obtain and maintain the required bonds from a surety that must be licensed, authorized, and admitted to doing business in the State of Illinois and must be a U.S. Treasury listed surety company reasonably acceptable to the Owner.

The bonds shall remain in effect for the time frame listed for each bond required. The Firm shall bear the cost of the premiums for such bonds. The bonds entitle Crossville to call upon the surety to complete the requirements of the Firm in the event the Firm fails to fulfill the requirements of the contract and the project.

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

At their cost and expense, firms shall maintain industry-standard insurance—a certificate of Insurance to be submitted with the Firms submission.

No Gifts and Gratuities Policy

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

RFP Award Criteria:

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

Category	Maximum Points
General Qualifications: <ul style="list-style-type: none">• Quality of response to RFP, experience, company history, background, and financial stability of entity responding. Failure to meet certain requirements outlined in this RFP can result in deducting points under this category.	20
Reputation and Quality of Work: <ul style="list-style-type: none">• Give three examples of completed projects similar to this RFP.	30
Pricing: <ul style="list-style-type: none">• Proposed unit pricing.• Provide unit spreadsheet: Appendix B	30
Value Add <ul style="list-style-type: none">• Vendor options which add value to the proposed solution or provide operational efficiency for Crossville Telephone.	10
WBE/MBE <ul style="list-style-type: none">• Minority owned business• Women owned business.	10
Total Possible Points:	100

Appendix A – Compliance with Laws and Regulations

Illinois Prevailing Wage Requirements

The work to be performed under this Agreement is subject to the Prevailing Wage Act ([820 ILCS 130/0.01](#) et seq.). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.).

For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative ([30 ILCS 559/20-20](#) to [20-25](#)) and all applicable administrative rules. ...” The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.”...

Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).

All grantees will be required to comply with the Employment of Illinois Workers on Public Works Act ([30 ILCS 570/0.01 et seq.](#)) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act)

State COVID-19 Requirements.

For all State of Illinois funded grants that are non-American Rescue Plan Act funds, due to the COVID-19 public health emergency, to be eligible to receive an award, grant applicants are required to adhere to and all applicable executive orders issued by the Governor of Illinois, rules issued by an Illinois state agency, or other directives and/or guidance issued by Illinois state agencies related to the prevention of the spread of COVID-19. These same requirements will apply to award recipients in carrying out the activities in the award throughout the award term.

Debarment and Suspension

For all State of Illinois funded grants, Illinois Procurement Code will be applicable as outlined in ([30 ICLS 500/](#))

Periodic Performance Report (PPR) and Periodic Financial Report (PFR).

Requirements exist to submit in the format required by the Grantor, at least on a quarterly basis, the PPR and PFR. Pursuant to [2 CFR 200.329](#), Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Any additional reporting requirements will be disclosed in the NOSA.

Contractor will be responsible for reading and understanding federal and state requirements listed in executed contract with Crossville.

Appendix A: Miscellaneous Construction Work and Maintenance Service Contract

Appendix B: Crossville FTTH Network Equipment Requirements

Miscellaneous Construction Work and Maintenance Services Contract

Company Name _____ The Crossville Telephone Company _____

Contractor _____

Contract No. _____ Connect Illinois Grant Award 21-431010 _____

Contract Date _____

Contract Amount _____

SECTION I

W. O. Number _____ (Enter this number on all attachments, invoices and related correspondence).

This Contract is entered into this _____ day of _____, between

_____ (hereinafter called "Contractor"), (Contractor's License No. _____)

Issuance State _____, Expiration Date _____) of,

_____ (Mailing Address)

_____, _____, _____ (City) _____ (State) _____ (Zip)

and _____ **The Crossville Telephone Company** _____, (hereinafter called "Owner").

PROJECT

1. Description of work:
See attached Appendix B: Crossville FTTH Network Equipment Specification and Requirements.

Indicate if drawings, specifications, or other further description is attached and made part of this agreement: **YES** **NO** _____.

- 2. Project is for: **Construction** **Maintenance** _____.
- 3. Evidence of insurance is required (See Section III).
- 4. The Owner will furnish material? **YES** _____ **NO**
- 5. All work on this Contract will be performed for the Owner in location(s) described as: _____
The Crossville Telephone Company Central Office and Phillipstown Remote in White County, IL.

6. The method of payment for performance shall be:

(Specify rate(s))

See the attached Crossville FTTH Network Equipment Requirements.

Lump-Sum (Explain as necessary) **N.A.**

Unit basis (Describe unit(s)) **N.A.**

NO PAYMENT SHALL BE DUE UNDER THIS AGREEMENT WHILE THE CONTRACTOR IS IN DEFAULT OF ANY PROVISION HEREOF.

7. The maximum amount of this Contract shall be \$ **N.A.** Payment shall be due and payable in accordance with the following schedule:

95% of the approved units in individual invoices submitted monthly for payment, with the 5% held for retainage to be paid following Owner acceptance testing and contract closeout.

Invoices are to be submitted to: **The Crossville Telephone Company**
Chris Brkla cbirkla@crosstelco.net
Nancy Allison n.allison@finleyusa.com

A DULY EXECUTED, CERTIFICATE OF CONTRACTOR AND INDEMNITY AGREEMENT, SHALL ACCOMPANY THE FINAL INVOICE. (A COPY IS ATTACHED TO THIS CONTRACT IS TO BE REMOVED AND RETAINED FOR SUBMISSION WITH THE FINAL INVOICE.)

8. The Contractor shall begin performance of this Contract no later than **April 1, 2025** and shall complete performance no later than **May 31, 2025** that totals **N.A.** construction days, excluding holidays, Saturdays, Sundays and automatic time extensions for bad weather delays.

a. A time extension will be granted for delays beyond the control of the contractor. The contractor must request the time extension in writing within two weeks of the event that causes the delay.

b. Liquidated damages in the amount of **N.A.** per day for time extending beyond the completion date, including approved time extensions, will be deducted from any moneys due the Contractor for final payment.

SECTION II – GENERAL PROVISIONS

1. Notification of Injury or Damage: The Contractor shall promptly notify the Owner of any injury, death, loss or damage to persons, animals, or property which is in any way related to the work performed under this Contract, even though such occurrence was not caused or contributed to by the Contractor or the Contractor's employees and agents.

2. Withholding of Payments: The Owner may withhold money due for portions of the work which have been rejected by the Owner and which have not been corrected by the Contractor to the satisfaction of the Owner. The Contractor shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed on account of materials furnished by each material supplier. The Owner may withhold money due for claims which might be the subject of reimbursement to the Owner by the Contractor. If the Owner is advised that the Contractor is not promptly paying material suppliers as set out above, or if the Owner is advised that employees of the Contractor are not being promptly paid, then the Owner may withhold such money due as the Owner deems sufficient to insure the obligations incurred by the Contractor in connection with the work covered by this Contract will be paid in full.

3. Changes in Project: The Owner may make changes in the Project by altering, adding to or deducting from the Project. No change in the contract price shall be made for minor changes not involving extra cost. All adjustments in the contract price by reason of any other change shall be agreed to by the parties prior to commencement of the actual work in connection with such change.

4. Standards of Work: All work performed under this Contract shall conform to applicable current standards and specifications listed below:

- National Electric Safety Code
- National Electric Code

The Contractor shall furnish and be responsible for all supervision, labor, tools, equipment, power, transportation, miscellaneous material, and supplies required to perform the work, except those items specifically listed which will be furnished by the Owner. The Contractor shall pick up and transport such material and equipment from its place of storage to the job site as needed. The Contractor shall transport and return to a place of storage designated by the Owner unused material and equipment belonging to the Owner.

5. Provision of Materials: In the performance of this Contract there shall be used only such unmanufactured articles, materials, and supplies as have been specified by the Owner (**See Attachment A**). The Contractor agrees to submit to the Owner such certificate or certificates, signed by the Contractor with respect to compliance with the foregoing provisions as requested by the Owner.

The Contractor shall purchase materials and supplies outright and not subject to any conditional sales agreement, bailment lease, or other agreement reserving to the seller any right, title, or interest therein.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of construction and at such time as the Contractor receives final payment.

The Contractor shall save harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any materials or equipment provided by the Contractor used in construction of the Project.

It shall be the duty of the Contractor to observe all material used in the performance of the work, whether or not furnished by the Owner. The Contractor shall not use any defective material in the performance of the work.

The Contractor shall reimburse the Owner or shall replace at no cost to the Owner any material or property destroyed, damaged, or lost, in the performance of the Contract.

6. Laws and Regulations: The Contractor shall comply with Federal, State, and Municipal Laws, ordinances and regulations and building and construction codes applicable to the performance of the work and give all notices that may be required. If the Contractor observes that the work to be performed is at variance with any law, ordinance, regulation or building, or construction code, he shall promptly notify the Owner. The Contractor shall follow the instructions of Government officials regarding maintenance of traffic and protection of the public. The Contractor shall obtain a copy of regulations or permit requirements of the appropriate Road authorities and make all employees aware of these regulations.

7. Environmental Protection: The Contractor shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

8. Inspection of Work: The Owner may maintain inspectors at the job site, and to further assure compliance with the plans and specifications and maintain quality of construction, may, after reasonable notice to the Contractor, perform from time to time operational tests on the Project or a portion or portions thereof selected by the Owner. **However, such inspectors or other employees or agents of the Owner shall not have authority to direct or advise the Contractor or his employees and agents concerning the method of manner by which the work is to be performed. The Contractor has sole authority, responsibility, and control over the method and manner by which the work is to be performed and shall remain in all respects an independent contractor.**

9. Service Pipes and Underground Structures: The Contractor at the Contractor's expense shall locate any pipes, conduits or other underground structures or obstructions which are in the way of the construction, whether or not any work plans omit to show or purport to show their locations. The Contractor in a manner satisfactory to the Owner shall repair all such property damaged in the course of the work. The contractor shall utilize the services of the state locator service if it is available.

10. Duty of Safe Performance: The Contractor shall at all times take all reasonable precautions to protect all persons and property, including property of the Owner from injury arising out of the performance of the work. The Contractor shall make such inspections, safety checks, and tests, and shall provide such equipment, personnel, and supervision as is necessary to insure the safe performance of the work.

11. Defects in Work: The Contractor shall correct at its expense all defects and deficiencies in the work which result from labor or material furnished by the Contractor, workmanship, or failure to follow the plans, drawings, or other specifications made a part of this Contract, which are discovered within one (1) year from the date the work is accepted. Acceptance of the work by the Owner shall not constitute a waiver of any such defects or deficiencies. The Owner shall notify the Contractor in writing of any defects and deficiencies and if the Contractor has failed to remedy or make arrangements satisfactory to the Owner, to remedy such defects and deficiencies within twenty (20) days thereafter, the Owner may remedy such defects and deficiencies and the Contractor shall pay the Owner the cost of making such corrections.

12. Completion on Contractor's Default: If default shall be made by the Contractor in the performance of any of the terms of this Contract, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made by the Contractor, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the

construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor that may be situated at the site on the Project. The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

13. Indemnification: The Contractor agrees to indemnify and hold harmless the Owner from any and all claims, actions, or causes of action to the extent the claimed loss or damage arises out of the Contractor's negligent performance or nonperformance of the work herein contracted to be done, whether such claims, actions, or causes of action are alleged to be the results of any act or omission of the Contractor, its subcontractors, agents, servants, employees, or any or all of them and regardless of the fact that the work may have been completed and accepted by the Owner and regardless of the fact the Contractor may have received payment for work. The Owner shall promptly notify the Contractor in writing of any such claims, actions, or causes of action and give the Contractor full opportunity and authority to assume the sole defense and settlement thereof. The Owner shall furnish to the Contractor upon request all information available to the Owner for defense against any claim, action, or cause of action. The Contractor's liability under this indemnity shall not exceed the value of the Contract except for those claims involving personal injury or tangible property damage.

14. Miscellaneous: The Contractor has made a careful examination of the site of the Project and conditions that may affect work under this Contract.

The Contractor will build the outside plant facilities under the Contract on rights-of-way provided by the Owner including, where directed by the Owner, rights-of-way presently occupied by existing facilities of the Owner. The Contractor will use no explosive in the performance of work under this Contract without the prior written approval of the Owner. All permits necessary for the handling or use of dynamite or other explosives in connection with construction of the Project shall be obtained by and at the expense of the Contractor.

Except as otherwise agreed to by the Owner, all work shall be performed without interruption to or interference with existing telephone service.

The Contractor shall not assign this contract or any part thereof, or enter into any contract with any person, firm, or corporation for performance of the Contractor's obligations hereunder, or any part of such obligations.

15. Nondiscrimination: *(See Equal Opportunity Addendum)*

SECTION III – INSURANCE

During the Contractor's performance hereunder, the Contractor shall take out and maintain fully paid insurance and bonds providing not less than the minimum amount required as follows:

INSURANCE REQUIREMENTS

- (a) Workers' compensation and employers' liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor, engineer, and architect under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws. You meet
- (b) Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. You meet
- (c) Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million per occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. You meet
- (d) Owners and Contractors Protective Liability Insurance. The Owner may at any time require public liability insurance and property damage liability insurance greater than the above. In any such event, the additional premium or premiums, payable solely as the result of such additional insurance shall be added to the Contract price.
- (e) Where the performance of the work involves "structural property, underground property, or blasting, the Contractors' comprehensive general liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this contract for property damage: (1) arising out of blasting, (2) arising out of collapse of or structural damage to any building or structure, or (3) to underground facilities and utilities.

BOND REQUIREMENTS

See pages 7 and 8 of The Crossville Telephone Company Request for Proposal – FTTH Network Access Equipment in White County, Illinois for project specific Bonding Requirements.

I have read, understand, and agree to all portions and attachments of this contract.

(Contractor)

By _____ Date _____

Title _____

The Crossville Telephone Company

(Owner)

By _____ Date _____

Title _____

EQUAL OPPORTUNITY ADDENDUM
*To Be Inserted in Construction Contracts and
Subcontracts, and Materials Contracts and Purchase Orders*

PART I

The Contractor represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

Part II

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage for dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Part III

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The term "Contractor" shall also mean "Bidder" or "Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in case of subcontracts.

The provisions of this addendum are not applicable to any contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representations and provisions which may be contained in contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

CONTRACTOR

By

TITLE

DATE

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Names(s) and Title(s) of Authorized Representative(s) of the Vendor/FSMC

Signature(s)

Date

**CERTIFICATE OF CONTRACTOR
AND INDEMNITY AGREEMENT**

_____ , certifies that

he is the
1

TITLE OR DESIGNATION

of _____ , the Contractor in
NAME OF CONTRACTOR

Contract No. _____ dated _____ , _____ entered into between the Contractor
and **The Crossville Telephone Company** the Owner, for the
NAME OF OWNER

construction of a rural telephone Project (hereinafter referred to as Project), and that he is authorized to and does make this Certificate and Indemnity Agreement on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said contract.

Undersigned further says that all persons who have furnished labor in connection with of the Project represented by the Final Invoice dated _____ have been paid in full; that all manufactures, materialmen and subcontractors which furnished any materials or service, or both, for the said Project have been paid in full, that no lien has been filed against the Project and no person has any right to claim any lien against the Project.

Undersigned further says that if the Owner pays the Contractor the contract price for the said Project the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner from any claim or lien arising out of the negligence or other fault of the Contractor in respect of the performance-of the contract which may have been or may be filed against the Owner.

SIGNATURE OF CONTRACTOR



CROSSVILLE FTTH NETWORK EQUIPMENT SPECIFICATION AND REQUIREMENTS

The Crossville Telephone Company “Crossville” is soliciting proposals from vendors of FTTH Network Access and Customer Premise equipment. Crossville is a single exchange Independent Local Exchange Carrier (ILEC) offering voice and broadband services in White County Illinois.

Vendor proposals should address the following general items in their response:

1. Brief overview of the company background.
2. The ability to integrate vendor solutions into the existing Calix DSL access network.
3. Pricing overview for training.
4. Data sheets on equipment quoted indicating port count and uplink or port speed.
5. Line-item pricing for remote and on-site turn-up.
6. Equipment lead time for delivery of equipment once purchase order has been received.

General

Crossville was awarded grant funding from the Connect Illinois Broadband Grant Program to build FTTH facilities to 241 locations in the Crossville Telephone exchange; these locations are all located in rural parts of the telephone exchange.

Crossville currently operates a 100% copper DSL network in the town of Crossville and in surrounding rural areas. The Calix E7-2 and E3-48 are currently used to provide DSL services and administer Performance Testing Required for FCC Reporting purposes.

Crossville has completed FCC Performance Testing to meet regulatory requirements since January 2021 and has an established baseline of testing which will need to continue for the existing Calix DSL network. The established Crossville Performance Testing protocol will be replicated on the proposed FTTH network to meet FCC Performance Testing requirements and to meet Performance Testing required for Connect Illinois Grant Compliance. The ability to seamlessly continue FCC Performance Testing with the established Calix DME/EME Performance Testing protocols and the Calix GigaSpire is a required feature of the FTTH Network Access and Premise equipment.

Crossville will also be installing new ISP network equipment, the installation of this equipment may coincide with installation, test and turn-up of the FTTH network equipment. Coordination with Crossville and network consultants will be required.

Provide documentation which shows capabilities of the components to meet the required standards and protocols and the specification hardware, software and support service.

Provide pricing for each of the following systems components.



Crossville FTTH Network Access Equipment

The FTTH Network Access Equipment will provide the minimum capabilities listed below:

- Modular design; a preference for solutions which provide high density Optical Line Terminal/XGS-PON ports in a 1RU chassis.
- Compliance with all applicable NEBS standards, UL listed and FCC compliant; meeting all applicable standards and protocols required for telecom and broadband services.
- Capability for providing POTS and Broadband Services
- Integrated 10GE and 100GE aggregation and transport capability
- Mounting capability for telecom standard 2 post 19-inch or 23-inch rack.
- Redundant -48VDC power.
- Capable of supporting ITU G.9807.1 XGS-PON
- Capable of supporting Metro Ethernet services
- ITU G.8032 Ethernet Ring Protection Switching (ERPS)
- ITU G.8032v2 Ethernet Ring Protection Switching
- IEEE 802.1w Rapid Spanning Tree Protocol (RSTP)
- IEEE 802.3ad/802.1AX Link Aggregation

The FTTH Network Access Equipment will provide the following minimum capacities and quantities:

Central Office

All central office will be in existing central office racks.

<u>Hardware Required</u>	<u>Quantity</u>
- Optical Line Terminal Chassis – Chassis to support the OLT quantity	2
- Optical Line Terminal – A minimum of (8) OLT Ports and (4) SFP+ ports * Capable of supporting XGS-PON and MEF services	4
- XGS-PON SFP – Industry stand SFP meeting ITU G.9807.1	6
- Transport and Uplink – 10GE SFP+ (10km Single Mode)	6

Phillipstown Remote

The Phillipstown Remote will be a Clearfield FAC-400 and includes a pre-installed Calix E7-2.

<u>Hardware Required</u>	<u>Quantity</u>
- Optical Line Terminal – A minimum of (8) OLT Ports and (4) SFP+ ports * Capable of supporting XGS-PON and MEF services	1
- XGS-PON SFP – Industry stand SFP meeting ITU G.9807.1	5
- Transport and Uplink – 10GE SFP+ (10km Single Mode)	2



Spares

- Optical Line Terminal – Capable of supporting XGS-PON and MEF services 1
 * Capable of supporting XGS-PON and MEF services
- XGS-PON SFP – Industry stand SFP meeting ITU G.9807.1 2
- Transport and Uplink – 10GE SFP+ (10km Single Mode) 2

Customer Premise Equipment

Crossville will be utilizing a two device FTTH premise equipment solution; an outdoor ONT and an indoor residential gateway.

The FTTH Network Premise Equipment will provide the following minimum capacities and quantities:

<u>Hardware Required</u>	<u>Quantity</u>
- Residential Outdoor ONT/ONU – A minimum of (2) POTS, (1) 2.5GE, (3) GE ports	241
- Residential Indoor Gateway – A minimum of (1) 2.5GE WAN, (1) 1GE LAN ports * Gateway to also be mesh capable, WiFi 6, dual band 2.4 & 5 ghz radio	41
- Residential Indoor Gateway – A minimum of (1) 2.5GE WAN , (4) 1GE LAN ports * Gateway to also be mesh capable, WiFi 6, dual band 2.4 & 5 ghz radio	200
- Business Indoor ONT – A minimum of (8) POTS, (6) GE LAN ports	2
- Single Family Outdoor ONT Enclosure	241
- Residential Indoor UPS; 12V, 7.2AH, 36W, Wall Mount	241
- Business Indoor UPS; 12V, 20AH, 75W	2
- UPS to ONT Power Cable (in feet)	14,000

Spares

- Residential Outdoor ONT/ONU – A minimum of (2) POTS, (1) 2.5GE, (3) GE ports	24
- Residential Indoor Gateway – A minimum of (1) 2.5GE WAN, (1) 1GE LAN ports * Gateway to also be mesh capable, WiFi 6, dual band 2.4 & 5 ghz radio	8
- Residential Indoor Gateway – A minimum of (1) 2.5GE WAN , (4) 1GE LAN ports * Gateway to also be mesh capable, WiFi 6, dual band 2.4 & 5 ghz radio	16
- Business Indoor ONT – A minimum of (8) POTS, (6) GE LAN ports	1
- Single Family Outdoor ONT Enclosure	24
- Residential Indoor UPS; 12V, 7.2AH, 36W, Wall Mount	24
- Business Indoor UPS; 12V, 20AH, 75W	1



Installation and Professional Services

Crossville technical staff will be installing the chassis, Optical Line Terminal and SFP equipment located in the Central Office and Phillipstown Remote. The following Professional Services are required:

- Completion of a network diagram depicting the vendors solution and integration into the existing Crossville telecom and broadband network.
- Installation and turn-up of the vendors network management solution.
- Remote Professional Services for test, turn-up and provisioning of the vendors solution.

Warranty and Support

- Vendor is to provide standard warranty indicating duration of the warranty, coverage included and pricing options.
- Vendor is to provide the options for extended warranty including duration of the warranty, coverage included and pricing options.

Performance Testing Requirements

The established Crossville Broadband Performance Testing protocols will be replicated on the proposed FTTH network to meet FCC Performance Testing requirements and to meet Performance Testing required for Connect Illinois Grant Compliance. The ability to seamlessly continue FCC Performance Testing with the established Calix DME/EME Performance Testing protocols and the Calix GigaSpire is a required feature of the FTTH Network Access and Premise equipment.

Questions can be directed to the following:

Nancye Allison
Finley Engineering Company, Inc.
n.allison@finleyusa.com
1-859-407-4163

Bids are due by 1:00 PM on January 7, 2025. Please submit a soft copy of your bid response to the following address: n.allison@finleyusa.com

No compensation will be given for preparation of the RFP (Request for Proposal).