Request for Proposal

Owner: The Crossville Telephone Company

Prepared by:

Finley Engineering Company, Inc Consulting Engineers



P.O. Box 148 Lamar, Missouri 64759

For

CommScope FEC-24 Wall Mount Splice Box 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 a CommScope FEC-24 Wall Mount Splice Box required in the fiber broadband project in the Crossville Central Office.

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 Request for Proposals outline the specific requirements of the Crossville CommScope FEC-24 material.

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 delivery of material for this project shall be completed by **March 30, 2025**; respondents are to note delivery timelines for material which may exceed the requested delivery date. Installation of the CommScope equipment will be completed by Crossville Telephone and other vendors/contractors already retained by Crossville Telephone.

Question/Inquiry Process:

All inquiries and questions related to the RFP must be sent by February 11, 2025 and directed via email to:

Name: Nancye Allison, Finley Engineering

Email: <u>n.allison@finleyusa.com</u>

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:
 - W-9,
 - ACH Request Form,
 - Certificate of Insurance (COI),
 - 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. 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.

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| The proposals shall be received no later than | 1 | p.m. Februar | y 14 | , 2025 | |
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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: February 5, 2025
- Pre-proposal meeting: Not Applicable
- Final Questions to be Submitted by: February 11, 2025
- Proposals Due by: February 14, 2025 (1 p.m.)
- RFP Evaluations Completed on or before: February 17, 2025
- Contingent Award Notices and Contract sent by: February 18, 2025
- Contract Agreement Executed: On or before February 20, 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.

- 6. 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.
- 7. 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.
- 8. 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. (Not Applicable)
- (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. (Not Applicable)

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:

Category

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

Maximum Points

| Category | Maximum I omis |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| General Qualifications: 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: • Give three examples of completed projects similar to this RFP. | 30 |
| Pricing: Proposed vendor pricing. Provide detailed proposal with cost for hardware in Attachment A. | 30 |
| Value Add Vendor options which add value to the proposed solution or provide operational efficiency for Crossville Telephone. | 10 |
| WBE/MBEMinority 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 <u>2 CFR 200.329</u>, 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: Misc. Construction Work, Maintenance Services and Material Contract
Attachment A: Crossville CommScope FEC-24 Requirements and Specifications



ATTACHMENT A: CROSSVILLE COMMSCOPE FEC-24 FIBER ENTRANCE CABINET

The Crossville Telephone Company "Crossville" is soliciting quotes from vendors for a CommScope FEC-24 Fiber Entrance Cabinet. Crossville is a single exchange Independent Local Exchange Carrier (ILEC) offering voice and broadband services in White County Illinois.

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

- 1. Line-item pricing for all proposed equipment.
- 2. 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. The total number of customers supported by the ISP network is 650 potential broadband connections.

Provide pricing for each of the following systems components.

Crossville CommScope FEC-24 Fiber Entrance Cabinet

| Part # | Qty |
|---------------------------------|-----|
| FEC-24 | 1 |
| FST-HS-24 | 14 |
| FST-D-MT | 6 |
| FST-ACC001 | 350 |
| FST-ACC006 | 100 |
| OSP-CLPFEC-LG | 3 |
| OSP-CLPFEC | 3 |
| RIBCBOUT-3/8-50-144/288/432/576 | 7 |
| 2124780100 | 1 |

Questions and a soft copy of the quote 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 February 14, 2025.

No compensation will be given for preparation of the vendor response.