



FRANKLIN TELEPHONE COMPANY

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Ridgeland, Mississippi 39157
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REQUEST FOR PROPOSAL (RFP)

Environmental Assessment Study

Franklin Telephone Company of Meadville, Mississippi is seeking a proposal from qualified firms to conduct a Broad Environmental Review for a grant project to build an underground fiber optic network to be built in Bude, Mississippi. The grant was awarded by the National Telecommunications Information Administration (NTIA) and will be administered by the State Broadband Expansion and Accessibility of Mississippi (BEAM) office

Proposals are due electronically no later than 5:00 P.M. central time on September 25, 2023.

GENERAL CONDITIONS

Background

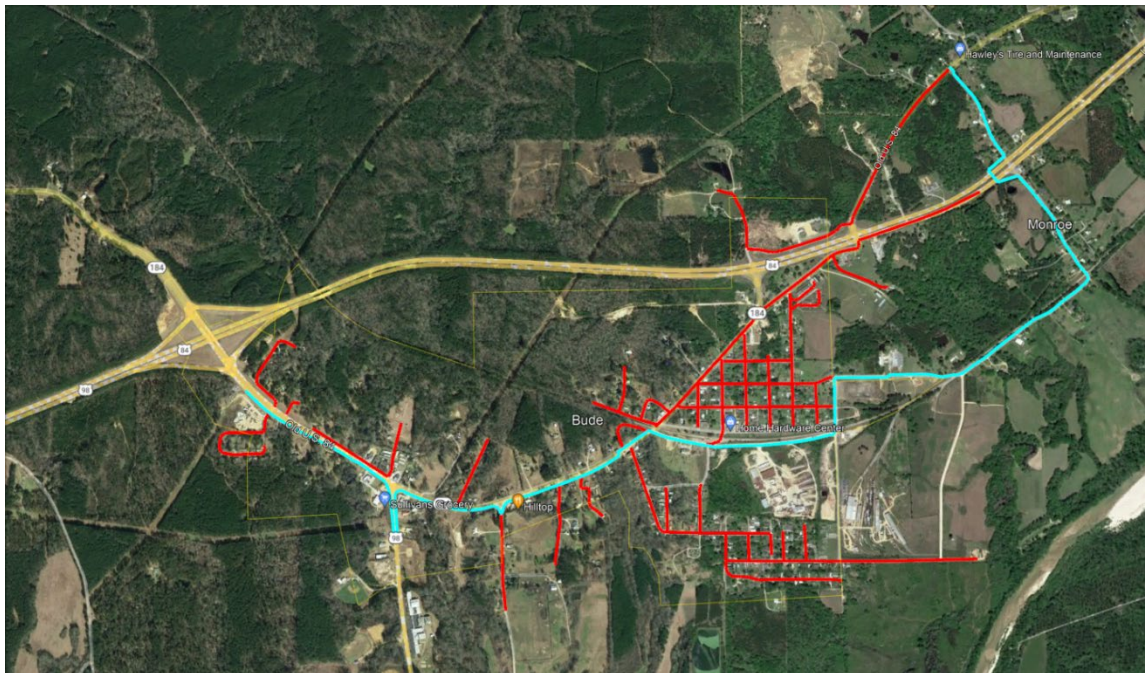
Franklin Telephone Company (FTC) is a rural incumbent local exchange carrier (ILEC) that was established in 1959. It provides telecommunications services, including broadband internet access, to approximately 7,600 residential and 950 businesses within all or parts of Adams, Amite, Bolivar, Choctaw, Copiah, Claiborne, Franklin, George, Greene, Hinds, Humphreys, Issaquena, Jackson, Jefferson, Lawrence, Lincoln, Lowndes, Noxubee, Oktibbeha, Perry, Sharkey, Simpson, Stone, Warren, Wilkinson, and Yazoo counties in Mississippi.

FTC has been awarded an NTIA grant, being administered through the State Broadband Expansion and Accessibility of Mississippi (BEAM) office. The grant will bring fiber optic broadband to the service area shown below. The project covers portions of Census Tracts 28037950101 and 28085950102 in Franklin County, Mississippi. This project will construct approximately 15.4 miles of buried fiber to serve approximately 605 locations.

FTC is seeking an environmental review in accordance with 7 CFR 1970 and NEPA standards. This RFP is seeking a consultant to review the grant area to satisfy the BEAM office and NTIA required standards.

Study Area

The study area is defined in the following map:



SCOPE OF SERVICES

Specific Deliverables

The Consultant will document the natural and social environment within the study area and will evaluate any potential impacts from building a buried fiber optic network in the project area. If any potential impacts are identified, the Consultant will discuss strategies to avoid, minimize, or mitigate problems.

The Consultant's first task should be to issue a request to FTC for any needed information. The Consultant will be expected to coordinate as needed during the review process with the Mississippi BEAM office, and any other government agencies that might be involved in the review.

The Consultant will prepare a broad environmental assessment of the fiber project that follows the NTIA's 7 CFR 1970 and NEPA standards. Consultant will prepare and submit a draft report and associated documentation to FTC and BEAM for review. The Consultant will be expected to answer any questions posed by BEAM and will develop and submit a final report that is satisfactory to FTC and BEAM.

PROPOSAL SUBMISSION

Format and Content

Any questions about the proposal should be directed by email to:

James Conley, Engineering Manager, proposals@franklintelephone.com

Questions should be submitted before 5:00 P.M. Central on September 18, 2023.

The proposal must be received by 5:00 P.M. Central on September 25, 2023 by email to;

James Conley, Engineering Manager, proposals@franklintelephone.com

The email must be labeled as "Response to the RFP for an Environmental Assessment Study". It is the responsibility of respondents to deliver the proposal before the due date and time – proposals received after the due date and time will not be considered.

PROPOSAL REQUIREMENTS

The Consultant's proposal response to this RFP will include, at minimum, the following elements:

- The name, title, phone number, and email address of the primary contact at Consultant.
- Summarize your understanding of the project.

- Describe your experience in completing similar environmental reviews, especially reviews done in Mississippi.
- A response to requirements listed in the Scope of Services, including a description of the expected process to be undertaken for the environmental review.
- Describe the expected timeline for the study process.
- Describe at a high level the input needed from FTC.
- A brief biography of the members of Consultant's project team.

PROPOSED PRICE

The Consultant's proposal should define the proposed cost of performing the required study. You should describe any cost elements that are fixed or variable. Describe your proposed method for invoicing during the progress of the study.

EVALUATION CRITERIA

Proposals will be evaluated based on a variety of criteria including, but not limited to:

- Experience with projects of similar size, scope, schedule, and complexity (30%).
- Completeness of responses to the Scope of Services (30%).
- Proposed timeline (20%).
- Project price (20%).

GENERAL INFORMATION

Questions and Registration

Only one point of contact is offered to respondents for this procurement, and all questions and communication must be accomplished exclusively by email submission of questions to the contact identified above. No other direct or indirect contact is to be made during this RFP period with the procurement contact or with any other member of FTC concerning this project.

Proposed Award

The award, if any, shall be made by contract to be executed by FTC and Consultant whose proposal is deemed to be in the best interest of FTC. The decision of FTC of whether to make the award and which proposal is in the best interest of FTC shall be final.

Signature of Responsible Party

No organization may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of proposals.

Company's Rights Reserved

FTC reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any proposal, and to accept the proposal which is most advantageous to FTC and to re-advertise if desired. FTC reserves the right to negotiate with any Consultant.

Conflict of Interest

The Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

Indemnification

The Consultant agrees to protect, defend, indemnify, and hold harmless FTC and its agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, caused by the organization's proposals or subsequent submittals.

The Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair completion, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Ownership and Disclosure

All documents and materials prepared pursuant to this proposal are the property of FTC and may also be provided to the BEAM office. FTC shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this process. To the extent anything is provided to BEAM, the provisions of Mississippi public records law will apply.

Insurance Requirements

The Consultant shall maintain, at its expense, during the term of any contract statutory workman's compensation insurance, automobile liability insurance, commercial general liability insurance, and professional liability insurance.

The Consultant will provide, upon request, the Certificates of Insurance documenting the coverage.

Independent Contractor Relationship

The Consultant shall perform any services related to any contract resulting from this RFP as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Consultant nor anyone employed by it shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of

FTC.

Equal Opportunity

FTC is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, sex, sexual identity or expression, gender origin or identity, national origin, religion, disability, or age.

LEGAL PROVISIONS

- Failure to follow any instruction within this RFP may, at FTC's sole discretion, result in the disqualification of the Consultant's proposal.
- Consultant's proposal must be received, in writing or by e-mail, by FTC by the date and time specified above. FTC is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after such time will not be considered. Any proposal received with insufficient postage will be returned unopened. Final proposals or alterations thereto received by fax or phone will not be accepted.
- Consultant's response to this RFP should reflect exceptions to any FTC requirements with which the Consultant cannot comply. These exceptions shall be itemized in the Consultant's response.
- All proposals must be valid for a period of at least 120 days following the date of submission.
- It will be the sole responsibility of the bidding Consultant to have their proposals delivered before the deadline. Proposals not received by the stated date and time will not be opened.
- Consultant may make alternate proposals for consideration. Itemized, line item pricing must be provided for each alternate proposal. FTC, in its sole discretion, may accept or reject any of Consultant's alternate proposal(s).
- FTC reserves the sole right to accept or reject, in part or in whole, any proposal received.
- FTC shall incur no obligation or liability whatsoever by reason of issuance of this RFP or any action by anyone relative thereto. The Consultant's preparation of their response is at the sole expense and liability of the Consultant.
- All discussions, negotiations, understandings, agreements resulting from this RFP are preliminary. FTC has no obligation to the Consultant until a formal Master Service Agreement and Statement of Work are executed.
- Because this grant project is funded with federal funds from the National Telecommunications Information Administration (NTIA), the final contract with Consultant must contain applicable contract provisions for non-federal contracts under federal awards (CFR Title 2, Appendix II to Part 200).
- News releases by the Consultant regarding any aspect of this solicitation shall not be made at any time without the prior written approval of FTC.
- Any information or data delivered to FTC in response to this RFP will not be returned.
- FTC reserves the right to negotiate with any Consultant prior to and /or subsequent to any contract award.
- Any proprietary information contained in the proposal shall be so indicated with the notation in bold letters at the top and bottom of the page as follows, "**THIS PAGE CONTAINS PROPRIETARY INFORMATION.**" A general indication that the entire contents or a major portion of the proposal is propriety will not be honored.
- It is the responsibility of the Consultant to clearly identify all costs associated with any item or series of items in this RFP. The Consultant must include and complete all parts of its cost proposal

in a clear and accurate manner. Omissions, errors, misrepresentations, mistakes in calculation or inadequate details in the Consultant's cost proposal are the sole responsibility of the Consultant and may be grounds for rejection of the Consultant's proposal. Costs that are not clearly identified will be borne by the Consultant.

- Proposals may be withdrawn, modified and resubmitted prior to the formal proposal due date in the same manner as the initial submission. Modifications submitted after the formal proposal due date, or in any a manner other than the acceptable submission manner, will not be considered.
- FTC reserves the right to waive any defect or irregularity in any proposal procedure.
- FTC reserves the right to request additional information or clarification of a Consultant's proposal. The Consultant's cooperation during the evaluation process in providing FTC staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Consultant's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Consultant's proposal.
- Consultant acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration.