



Department of Public Service
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802-828-2211 phone | 802-828-2222 fax
<http://bgs.vermont.gov/purchasing>

SEALED BID REQUEST FOR PROPOSAL

Request for review of merger and indirect acquisition of
Consolidated Communications Holdings, Inc.,
Consolidated Communications of Northland Company,
Consolidated Communications of Vermont Company,
LLC, Consolidated Communications Enterprise Services,
Inc., and Condor Holdings LLC

ISSUE DATE	February 15, 2024
QUESTIONS DUE	February 20, 2024 – 4:30 PM (EST)
RFP RESPONSES DUE BY	February 22, 2024 – 4:30 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<https://publicservice.vermont.gov/content/requests-proposals>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT:	Alexander Wing, Special Counsel Caroline Daniels, Special Counsel
E-MAIL:	alexander.wing@vermont.gov caroline.daniels@vermont.gov

1. OVERVIEW:

SCOPE AND BACKGROUND: Through this Request for Proposal (RFP) Vermont Department of Public Service (hereinafter “Department” or “State”), which represents the public interest and Vermont ratepayers in utility cases before the Vermont Public Utility Commission (“Commission” or “PUC”), is seeking proposals from qualified entities for telecommunications expert witness services to assist the Department in its review of a proposed merger and acquisition (the “proposed transaction”) of Consolidated Communications Holdings, Inc., Consolidated Communications Enterprise Services, Inc., Consolidated Communications of Northland Company, and Consolidated Communications of Vermont Company (collectively, “Consolidated”) by Condor Holdings LLC (“Condor”), a wholly owned subsidiary of Searchlight III CVL, L.P., (all of the foregoing collectively, “Joint Petitioners), as filed with the Commission on December 27, 2023, in [Case No. 23-4353-PET](#) (the “Joint Petition”). The case file can be accessed on the Commission’s electronic public filing platform, at: <https://epuc.vermont.gov/?q=node/64/195132>. The selected contractor(s) will support the legal, consumer affairs, and technical staff of the Department by providing expertise and technical assistance to its review of the Joint Petition for approvals pursuant to 30 V.S.A. Sections 107, 109, and 311, and ongoing review of any compliance obligations regarding the Joint Petition.

- 1.1. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of one (10) months with an option to renew for up to two additional 12-month periods. The State anticipates the start date for such contract(s) will be March 5, 2024.
- 1.2. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.3. **BIDDERS’ CONFERENCE:** A non-mandatory bidders’ conference will not be held remotely at the date and time indicated on the front page of this RFP.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the points of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State’s responses will be posted on the State’s web site <https://publicservice.vermont.gov/content/requests-proposals>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.5. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://publicservice.vermont.gov/content/requests-proposals>. Modifications from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. The State of Vermont is interested in obtaining bids to meet the following business need(s): The Department seeks to find a contractor(s) with sufficient expertise in telecommunications to assist the Department’s review of the transaction proposed [Case No. 23-4353-PET](#), with a focus on issues related to the financial positions and business operations of the Joint Petitioners. The Department’s review of the proposed transaction will occur within the context of proceedings before the Commission. As set out in the appended scope of work, the contractor must be qualified to serve as an expert witness and must be available to provide the Department with general guidance and assistance throughout the Department’s participation in the litigation of this case before the Commission.

General guidance and assistance will take place in the context of a general services consulting relationship between the Department and the selected contractor(s). The selected contractor(s) will be expected to respond to specific technical inquiries and assist with the development of Department policy positions from time to time, as the need arises, and within a reasonable timeframe. The selected contractor(s) may be

expected to write and to assist Department technical and legal staff in the preparation of litigation materials, including written information requests and pre-filed testimony, and to provide a written summary of issues including findings and conclusions for review by the Department's technical and legal staff. Contractor participation in an evidentiary hearing conducted by the Commission may be required. Field visits to facility sites may be necessary to review records and facilities, and interview appropriate individuals. The deliverable(s) of the tasks outlined above will be prepared at the selected contractor(s) office(s) and sent electronically to the Department. Multiple in-person meetings may be required to review the deliverables and/or to provide general guidance. The contractor(s) must be qualified and prepared to assist the Department regarding all issues and deliverables described herein and the scope of work appended to this RFP.

3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
 - 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
 - 3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
 - 3.1.3. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
 - 3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
 - 3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
 - 3.3.1. **Self-Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating

to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.4. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.4.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

The Department will evaluate all responses received based upon its assessment of the reasonableness of cost, completeness, and quality of the responses, qualifications of the individuals proposed to perform the work, relevance of previous experience, and any other criteria it deems relevant. Acceptance or rejection of any or all proposals will be determined by the exercise of the Department's sole discretion.

3.5. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

3.6. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.7. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference.

3.7.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

3.7.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

3.7.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.7.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet

all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.
 - 4.1. The bid should include a Cover Letter and Technical Response and Price Schedule.
 - 4.2. **COVER LETTER:**
 - 4.2.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
 - 4.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
 - 4.2.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.
 - 4.3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:
 - 4.3.1. Provide details concerning your form of business organization, company size and resources. Include a brief description of the firm, which includes its history, organizational structure, and qualifications of relevant professional staff, including names and resumes with detailed qualifications and levels of competence of all individuals proposed to perform services.
 - 4.3.2. A list with the names, phone numbers, and email addresses of personnel authorized to negotiate the proposed contract with the Department. All proposals must be signed by a duly authorized representative of the Bidder (or Bidders) submitting the proposal.
 - 4.3.3. Describe your capabilities and particular experience relevant to the RFP requirements.
 - 4.3.3.1. Provide a list of recent work performed, particularly including contracts with or appearances before utility regulatory agencies (if any), with a short narrative explaining the nature and extent of each such engagement. In the case of sworn testimony and depositions, please include a comprehensive list of all such appearances, including docket numbers of any contested cases, as well as the name and telephone number of a reference person familiar with the Bidder's work.

- 4.3.3.2. A discussion of the bidder staff's expertise and experience relevant to the subject matter of this RFP.
- 4.3.4. The Commission has issued a schedule for [Case No. 23-4353-PET](#). Please provide an explanation of all known or probable scheduling constraints, and/or limitations on staff availability.
- 4.3.5. Identify all current or past State projects.
- 4.3.6. A proposed scope of services for the tasks listed and to which the Bidder is choosing to respond, with an explanation of technical approaches and an outline of a proposed program for implementing the objectives of the RFP.
- 4.3.7. A declaratory statement identifying the Bidder's current or potential relationships, obligations, and commitments with any of the [Case No. 23-4353-PET](#) participants, including Consolidated Communications Holdings, Inc., Consolidated Communications Enterprise Services, Inc., Consolidated Communications of Northland Company, and Consolidated Communications of Vermont Company (collectively, "Consolidated"), any parent, subsidiary, or affiliated company thereof and Condor Holdings LLC ("Condor"), a wholly owned subsidiary of Searchlight III CVL, L.P., any parent, subsidiary, or affiliate company thereof.
- 4.3.8. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.1 above. Subcontractors, if any, must be listed, including the firm(s) name and address, contact person(s), complete description of work to be subcontracted, and descriptive information concerning the subcontractor's organization and abilities.
- 4.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies or state or federal regulatory agencies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 4.5. **PRICE SCHEDULE:** Bidders shall submit their pricing information in, and according to, the Price Schedule attached to the RFP.
- 4.6. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. SUBMISSION INSTRUCTIONS:

- 5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.
 - 5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
 - 5.1.2. There will not be a public bid opening. However, the State will record the name, city, and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://publicservice.vermont.gov/content/requests-proposals>. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.
- 5.2. **STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.**

5.2.1.State office buildings may be locked or otherwise closed to the public. If this RFP permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

5.3. BID DELIVERY INSTRUCTIONS:

5.3.1.ELECTRONIC: Electronic bids will be accepted and are encouraged. The Department prefers to receive bids electronically via e-mail but is willing to accommodate bids submitted in paper format upon request. Please contact the Department with any questions or concerns about bid delivery.

5.3.1.1. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to alexander.wing@vermont.gov and caroline.daniels@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

5.3.1.2. FAX BIDS: Faxed bids will not be accepted.

6. BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

7. ATTACHMENTS TO RFP:

- 7.1. Certificate of Compliance – Page 8
- 7.2. Scope of Work for Potential Bidders – Page 11
- 7.3. Other Terms and Provisions of the RFP – Page 14
- 7.4. Price Schedule – Page 16
- 7.5. Worker Classification Compliance Requirement; Subcontractor Reporting Form – Page 17
- 7.6. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 7, 2023) – Page 18

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder’s place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

E. Executive Order 02 – 22: Solidarity with the Ukrainian People

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

SCOPE OF WORK FOR POTENTIAL BIDDERS

The Department seeks an expert witness to assist in its review of the transaction proposed by the Joint Petitioners in Case No. 23-4353-PET, involving Condor's merger and acquisition with Consolidated, which will ultimately be decided by the Commission. The Department seeks to retain an expert witness with technical expertise in the following subject areas: (1) financial and economic analysis of the proposed acquisition; and (2) telecommunications company and network operations, with an emphasis on service offerings to consumers and associated service quality issues.

Scope of Work

The selected contractor(s) will be expected to provide assistance to the Department for its participation in a contested administrative proceeding before the Commission, which has ultimate authority over whether to approve the proposed merger and acquisition. The contractor's assistance to the Department will consist of helping the Department prepare for, and participate in, the Commission proceeding. The assistance is expected to include preparing discovery questions and responses, drafting prefiled testimony to be submitted to the Commission on behalf of the Department, potentially offering live testimony to the Commission on behalf of the Department, and consulting with the Department as it develops its policy positions and works to advance these process steps and the case generally.

The Department expects that the work scope may include, but not necessarily be limited to, the tasks and subject matters listed below. The scope of work will be subject to change based on information provided by the Joint Petitioners, other parties to the case, or requests from the Commission over the course of the proceedings. The selected contractor shall be qualified to prepare a review of, and render, written discovery, depositions, expert testimony, and to be cross-examined, with respect to the issues below.

Financial Stability and Soundness

- a) Assess the financial capacity of Condor/Searchlight to acquire Consolidated, adequately operate and maintain property, network, and service obligations of Consolidated and Vermont Entities for the provisioning of communications services subject to the jurisdiction of the PUC.
- b) Conduct an examination of Consolidated's financial stability and soundness on a pre- and post-transaction basis, including an assessment of Consolidated's financial capacity to maintain the existing plant and capital availability to fund capital expenditures needed for any required or proposed future plant and equipment repairs or upgrades.
- c) Assess and evaluate the proposed or assumed ROE and capital structure for Consolidated's consolidated operations and their impact on its regulated operations in Vermont.
- d) Examine the impact of the transaction on cash flows, credit rating, and shareholder equity of the Joint Petitioners.
- e) Examine and assess any regulatory assets and liabilities and deferred debits/credits that may be included in the acquisition.
- f) Assess the corporate structure of Consolidated as it relates to affiliate interests.
- g) Assess the business reputation of Condor/Searchlight, including any known legal actions or investigations by financial regulators, public utility commissions, or attorneys general in the last five years; assess Condor/Searchlight's ability to provide oversight and support to Consolidated.
- h) Assess impact of the transaction on Consolidated's financial capacity to effectively compete with existing and potentially new facilities-based providers over the next five years.

Impact on Ratepayers

- a) Examine any probable positive or negative impact from the transaction on ratepayers or the State of Vermont generally.
- b) Assess the proposed preservation of existing jobs in the State of Vermont.
- c) Evaluate whether and how the transaction will affect the level of Federal Universal Service Funding (“USF”) for Vermont ratepayers, and any Regional Bell Operating Company (“RBOC”) obligations.
- d) Analyze whether the transaction will affect revenues for Consolidated and/or rates paid by customers in Vermont.
- e) Conduct an assessment of the potential operating impact of existing and potentially new competition on Consolidated’s proposed Vermont operations.

Network Operations and Quality

- a) Discovery of the extent to which Condor/Searchlight has obtained a thorough understanding of the quality of Consolidated’s network, and its competence and experience in managing and owning a telecommunications company.
- b) Evaluate any proposed significant repairs, modifications, or upgrades planned for Consolidated’s plant and network within five years of the acquisition.
- c) Assess the reasonableness of the rate of capital investment in the Vermont network and company operations following the transaction.
- d) Evaluation of existing service quality measures and/or metrics that apply to Consolidated as a result of prior PUC orders, and whether those measures and/or metrics should be modified as a result of the transaction.
- e) Evaluation of Consolidated’s performance with respect to applicable service quality standards and/or metrics for the past five years.
- f) Characterization of the state and readiness Consolidated’s physical plant, based on information obtained from the Joint Petitioners and any other sources which may be available, including an assessment of the extent to which Consolidated’s systems for tracking this readiness are likely to produce accurate or inaccurate information.
- g) Assess Consolidated’s operation of its network in a manner that ensures reliable provision of emergency services, with a focus on Enhanced 911 (“E911”) services.
- h) Characterization and evaluation of Consolidated’s systems for tracking customer-affecting troubles and the rate at which troubles are cleared, including an assessment of the extent to which these systems are likely to produce accurate or inaccurate information.
- i) The extent to which Consolidated’s physical plant is ready to support expansion of broadband services into unserved or underserved areas and the extent to which Consolidated’s systems accurately represent the readiness of its physical plant for such purposes.

Deliverables

The final deliverables and work product of the contractor(s) will consist of a written report (to be prepared in the form of written discovery and written prefiled testimony, including supporting detail) covering the review and examination of the proposed transaction in Case No. 23-4353-PET. The report should document the scope of the contractor’s review and should specify areas of inquiry, conclusions, and resolution (if any). The report should specify recommended disallowances and the reasons supporting them. The report should also make any further recommendations, as necessary, based on information learned during the course of the contractor’s review.

The following items will be required, as necessary, through the course of litigation:

1. Preliminary assessment of issues and preparation of work plan in accordance with the schedule set by the Commission, that allows time for Department technical and legal staff to review the material in advance of filing deadlines;
2. Responses to discovery requests and evaluation of discovery responses, including assistance with preparation for depositions, if necessary;
3. Written testimony presenting a description of the review methods, materials reviewed, conclusions, and recommendations, with supporting analysis;
4. Responses to discovery relating to the written testimony;
5. Cross-examination testimony and assistance with cross-examination of opposing witnesses;
6. Proposed findings of fact and other assistance with initial and reply briefs in support of the Department's case.

The contractor(s) should be prepared to provide multiple electronic (original source applications and pdf) and hard copies of written products intended to be filed with the Department and the Commission. The contractor will be expected to be available for teleconferencing discussions with the Department and the Joint Petitioners, Consolidated and Condor/Searchlight. The contractor may be required to maintain the confidentiality of documents provided by the Joint Petitioners.

Timeline

The contractor(s) selected by the Department must be able to begin work upon award of the contract, and to prepare deliverables in accordance with the timelines set out in the Commission's Scheduling Order of February 2, 2024, in Case No. 23-4353-PET. The contractor shall have deliverables ready for the Department to review by the deadlines provided by the Department, but no later than at least three days prior to the corresponding dates in the Commission's Scheduling Order.

Performance Measures

Any contract with the State of Vermont is required to have some form of performance measures. In the contract resulting from this RFP, the Department expects that such measures will consist of (1) the timing related to the contractor's submittal of deliverables, and (2) the timing related to the contractor's response to any Department requests for input on strategies or requests for further information. Such performance measures would assume a reasonable amount of response time, taking into account holidays, advance notification of key personnel vacation, etc. Bidders are encouraged, but not required, to suggest reasonable performance measures in the response to this RFP, which the Department may, at its discretion, incorporate into a resulting contract.

Other Terms and Provisions of the RFP

1. Bidders to this RFP shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest, as required by Attachment C: Standard State Contract Provisions (Revised December 7, 2023).
2. Bidder's technical proposals become public records and may become available for public review and inspection upon execution of a contract. The contents of the selected contractor's proposal, as accepted by the Department, may become part of the contract awarded as a result of this process. If any bidding party wishes to submit confidential information, all such information must be clearly designated and include an explanation for the designation.
3. The Department reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and technicalities, or to cancel this RFP in part or in its entirety if it is in the best interests of the State.
4. The Department shall not be responsible for any costs incurred by any party in preparation of any proposal submitted in response to this RFP.
5. All parties submitting proposals shall be Equal Opportunity Employers. During the duration of the performance of the contract, the contractors will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.
6. All proposals and deliverables become the property of the Department upon submission. Unselected proposals may be destroyed or returned to the bidder at the Department's discretion. This solicitation for proposals in no way obligates the Department to award a contract.
7. The Department assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective contractors and their subcontractors or successors, by their participation in the RFP process, shall indemnify, save and hold the Department and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, damages, losses, and expenses or whatsoever kind of law or equity known or unknown, foreseen or unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a contractor and any action brought by an unsuccessful Bidder.
8. The selected contractor must be prepared to furnish any available information in their possession to the Department upon request, if relevant to the project.
9. The selected contractor will be required to enter into a Vermont State Contract, which will include all conditions included the standard "Attachment C" form, which is attached to this RFP, and the Vermont State Insurance Specification referenced therein. Available at:
<https://aoa.vermont.gov/sites/aoa/files/documents/Insurance%20Specification%20rev%202023%20FINAL%20PROOF%20CLEAN.pdf>.
10. Upon full payment by the Department, all products of the selected contractor's work, including

outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by the contractor without permission from the State of Vermont.

11. Any notices, drafts, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the selected contractor pertaining to the RFP, contract award, or work conducted under any resultant contract shall be approved by the Department prior to release.
12. The selected contractor will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
13. The selected contractor will not buy materials and resell to the State at a profit.
14. The individuals named by the selected contractor(s) in its proposal as assigned to the services to be performed under the provisions of this contract, shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the Department shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Contract.
15. Any equipment purchased by or furnished to the selected contractor by the State under this contract is provided on a loan basis only and remains the property of the State.
16. The selected contractor must agree to keep confidential all information produced or acquired by Contractor in connection with this Contract. The selected contractor will take reasonable measures as are necessary to restrict access to this information to employees or agents who must have the information on a "need to know" basis. The Contractor shall promptly notify the Department of any third party request for this information so that the State may act to protect its confidentiality.

PRICE SCHEDULE

- A. Bidder selected will be compensated on a time and material basis. Please indicate the following:
 - a. Fees for staff time, showing the level of staff to be assigned, titles, hourly rates;
 - b. Travel expenses, including estimated transportation costs, lodging and subsistence, including all-in costs to attend meetings in Montpelier, Vermont;and
 - c. Description of all overhead and other costs that may be billed.

B. Hourly Labor Rates:

Service Category/Title of Positions	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

- C. This contract can be extended up to one (2) additional 12-month periods with mutual agreement between both parties.

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Public Service in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: alexander.wing@vermont.gov and caroline.daniels@vermont.gov

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Public Service (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of [REDACTED]. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].

4. **Contract Term.** The period of Contractor’s performance shall begin on [REDACTED], 2024, and end on [REDACTED], 20[REDACTED].

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

SAMPLE

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State by email to PSD.invoice@vermont.gov as well as to the following address:

Vermont Department of Public Service
Attn: Business Office
112 State Street
Montpelier, VT 05602-2601

6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Contractor shall be paid according to its itemized invoice per hour for work performed under this Contract, at the rates quoted, and per other itemized expense as quoted. Contractor shall submit invoices to the State not more frequently than monthly.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.