



Vermont Community Broadband Board (VCBB)
Department of Public Service
112 State Street | Montpelier VT 05620-2601
publicservice.vermont.gov/vcbb

SEALED BID REQUEST FOR PROPOSAL

Broadband Equity, Access, and Deployment Program (BEAD) Program Support

ISSUE DATE	March 27, 2024
QUESTIONS DUE	April 10, 2024 – 11:59 PM (EDT)
RFP RESPONSES DUE BY	April 21, 2024 – 11:59 PM (EDT)

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

www.bgs.state.vt.us/pca/bids/bids.php

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	Alexei Monsarrat, Rural Broadband Technical Assistance Specialist
EMAIL	VCBB.info@vermont.gov

1. OVERVIEW

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP), the Vermont Community Broadband Board (VCBB), Department of Public Service (hereinafter “State” or “VCBB”) is seeking to establish contracts with one or more companies (hereinafter “Bidder” or “Supplier”) that can provide support to the VCBB as it implements the federal Broadband Equity, Access, and Deployment (BEAD) Program.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of up to 24 months/2 years with an option to renew for three (3) additional years at the discretion of the State. The State anticipates the start date for such contract(s) will be no earlier than May 13, 2024.
- 1.3. **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.
- 1.4. **BIDDERS’ CONFERENCE:** A bidders’ conference will not be held.
- 1.5. **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 emailed to the point 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 www.bgs.state.vt.us/pca/bids/bids.php. 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.
- 1.6. **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 www.bgs.state.vt.us/pca/bids/bids.php. Modifications from any other source are not to be considered.
- 1.7. **SOURCE OF FUNDS:** This project is being funded in whole or in part using federal monies. If a Bidder requires assistance in preparing their proposal or registering with SAM.gov, or needs guidance on socioeconomic certifications, the Bidder may contact the Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), [APEX Accelerator](#). The Vermont APEX Accelerator (formerly the Procurement Technical Assistance Center (PTAC) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. There is no cost to the Bidder for assistance provided by APEX Accelerator.

2. DETAILED REQUIREMENTS & DESIRED OUTCOMES

- 2.1. The State requests bids for services to support the State’s implementation of the Vermont **Broadband Equity, Access, and Deployment (BEAD) Program**. Bidders may bid on one or more scopes, or portions thereof, as outlined in sections 2.3 through 2.7 below.

2.2. BACKGROUND

- 2.2.1. **VERMONT COMMUNITY BROADBAND BOARD (VCBB):** Vermont [Act No. 71 of 2021](#), An act relating to accelerated community broadband deployment, established the [Vermont Community Broadband Board](#) (VCBB) to coordinate, facilitate, support, and accelerate the development and implementation of universal community broadband solutions. The VCBB develops policies and programs to accelerate community efforts that advance the State’s goal of achieving universal access to reliable, high-quality, affordable, fixed broadband.

The VCBB provides funding, oversight, and support for the State in its efforts to connect every address to high-speed broadband. The State’s strategy for broadband deployment focuses on public entities called Communication Union Districts (CUDs), established by Vermont Act 71, to construct and operate fiber optic networks. A CUD is an organization of two or more towns that join together as a municipal entity to build communication infrastructure. Currently, 216 Vermont towns are involved in CUDs with 404 volunteer board members and alternates supporting Vermont’s effort to get everyone connected. Over 90% of Vermont’s unserved and underserved addresses are covered by CUDs.

- 2.2.2. **BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD) PROGRAM:** The [Broadband Equity, Access, and Deployment \(BEAD\) Program](#) provides \$42.5 billion in federal funding through the National Telecommunications and Information Administration (NTIA) to expand high-speed

internet access by funding planning, infrastructure deployment and adoption programs in all 50 states, Washington D.C., and U.S. Territories. The BEAD Program aims to bridge the digital divide by providing funding to eligible entities for the deployment of broadband infrastructure in unserved and underserved areas. VCBB will implement the BEAD Program in Vermont.

- 2.2.3. **FIVE-YEAR ACTION PLAN:** Vermont's vision for broadband equity, access, and deployment is that Vermonters have universal access to reliable, high-quality, affordable, fixed broadband at speeds of at least 100/100 Megabits per second (Mbps), and that all Vermonters and institutions have the tools and skills to maximize the value Internet connectivity can offer. To achieve this vision, the Vermont Community Broadband Board (VCBB) is implementing [The State of Vermont's Broadband Equity, Access, and Deployment Five-Year Action Plan](#). The plan outlines five (5) actionable goals, subsequent objectives, and indicators of success to be achieved by December 31, 2030. Specific priorities, plans, and activities are described in the section titled Implementation Plan.
- 2.2.4. **INITIAL PROPOSAL VOLUME 1:** Vermont's [Broadband Equity, Access, and Deployment Initial Proposal Volume 1](#) describes the initial stages of BEAD Program implementation, identifies existing efforts to deploy broadband and close the digital divide, designates unserved and underserved locations within Vermont, and explains the roles of community anchor institutions (CAIs) in Vermont's efforts to achieve universal broadband access.
- 2.2.5. **INITIAL PROPOSAL VOLUME 2:** Vermont's [Broadband Equity, Access, and Deployment Initial Proposal Volume 2](#) further describes VCBB's proposed plan, submitted for NTIA approval, to award and administer subgrants (subrecipient awards) with BEAD funding, to achieve the goals of the BEAD Program and Vermont's vision for universal broadband access. The BEAD Program is a competitive program open to all types of eligible applicants and not subject to the restrictions of Vermont Act 71.
- 2.2.6. **FINAL PROPOSAL:** To receive all \$228.9 million in allocated BEAD funding (and award up to \$220 million in approximately ten BEAD subgrants), VCBB must submit a Final Proposal to NTIA that outlines deployment plans, expected outcomes, and a budget required to complete the project.

2.3. SCOPE A: VERMONT BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD) GRANT PROGRAM DESIGN & SUBGRANTEE SELECTION PROCESS

Estimated Timeline: Present – December 2024

VCBB seeks a Supplier to assist with BEAD program design and management of the subgrantee selection process. This scope includes process development and planning; assisting with communications with, and providing assistance to, prospective applicants; supporting VCBB with gating review, evaluation and scoring; providing award recommendations to VCBB; supporting award process management and communications; drafting of grant agreements (with legal review provided in-house by VCBB); drafting BEAD program post-award templates that adhere to State of Vermont Bulletin 5 and 3.5 and federal guidelines including but not limited to NTIA; and helping VCBB execute the program.

- 2.3.1. **SUBGRANTING PROJECT PLAN:** Draft a project plan for the entire end-to-end BEAD subgrantee selection process, including the following activities:
- Gating review (See [BEAD Subgrantee Qualifications Evaluation Guide](#).)
 - Evaluation and scoring
 - Award recommendations to VCBB
 - Award process management and communications
 - Drafting of subgrantee award agreements aligning with state and federal guidelines and requirements
 - Creating all necessary grant program post-award documentation
 - Submitting all deliverables and project reports in a timely manner to VCBB
- 2.3.2. **COMPLIANCE & PRIORITIZATION MANUAL:** Draft a compliance and prioritization manual to ensure that the planned Vermont BEAD Program subgrantee selection process abides by Vermont state statute and principles of the [NTIA BEAD Notice of Funding Opportunity](#) (NOFO), and does not conflict with federal guidelines. Topics will include but are not limited to the following:
- Awarding broadband infrastructure projects in a manner that prioritizes unserved service projects first and then prioritizes underserved service projects, followed by prioritization of eligible community anchor institutions (CAIs).

- Prioritizing broadband infrastructure projects that propose end-to-end fiber-optic facilities to each end-user location that meet speed, latency, reliability, consistency, scalability, and cost-efficiency standards unless the cost-per-location exceeds the state's cost threshold.
- Awarding projects that constitute a single unserved or underserved location, or a grouping of broadband serviceable locations in which not less than 80% of broadband-serviceable locations served by the project are considered unserved or underserved locations.
- Taking into consideration an applicant's prior grants and other financial incentives awarded by the state and federal government for the deployment of broadband service.
- Prioritizing broadband infrastructure projects that will expand access to and adoption of broadband service in designated areas in which the highest percentage of broadband serviceable locations are unserved or underserved locations.
- Prioritizing broadband infrastructure projects that will expand access to broadband service to public and private primary and secondary schools and institutions of higher education.
- Giving preference to an applying broadband service provider that provided the proper mapping information requested by the VCBB under Vermont Act 71.
- Taking into consideration whether an eligible applicant has forfeited federal funding for defaulting on a project to deploy qualifying broadband service.

2.3.3. **TECHNICAL WORKSHOP:** Organize and deliver a technical workshop to provide support to potential subgrantees in the application process and help eligible applicants understand the technical and operational details of the subgrantee application and selection process. Supplier will create training materials and provide technical support to all eligible applicants during the application period.

2.3.4. **FINANCIAL ANALYSIS:** Conduct financial analysis required for cost modeling and cost benchmarking and calculate the extremely high-cost threshold VCBB will set during the subgrantee selection process for each project area. This includes meetings with NTIA's cost model provider to gather information on NTIA's model assumptions and limitations, providing detailed model inputs and assumptions, and review of VCBB's cost model developed for accuracy and assumptions.

2.3.5. **UNIVERSAL COVERAGE PLAN**

- Advise VCBB on identifying prospective subgrantees willing to expand their existing or proposed service areas if VCBB does not receive proposals to serve unserved and/or underserved locations, as outlined in Vermont's BEAD Initial Proposal Volume 2.
- Assist VCBB in negotiating with other eligible providers to ensure all unserved and underserved BEAD eligible addresses are served, including by considering inducements or possible benefits during the grant selection process to incentivize such projects.

2.4. **SCOPE B: FINAL PROPOSAL DEVELOPMENT**

Estimated Timeline: October 2024 – December 2024

VCBB seeks a Supplier to assist in development the BEAD Program Final Proposal, to be submitted 365 calendar days after NTIA's approval of Initial Proposal Volume 2. The Final Proposal will offer a comprehensive plan for deploying broadband infrastructure in unserved and underserved areas and demonstrate VCBB's capability to successfully implement the BEAD Program while fully complying with NTIA's requirements.

- The Final Proposal will include, but not limited to, responses to requirements for the subgrantee selection process, project commitments related to priority, implementation timelines, accountability and oversight processes, local coordination, and the outcomes of the challenge process, among other responses.
- The Final Proposal will detail the selected subgrantees responsible for connecting all unserved, underserved, and if remaining funding allows, any Community Anchor Institution locations identified as unserved or underserved in Vermont.
- The Final Proposal will also address implementation status of plans outlined in the Initial Proposal Volume 2, including labor and workforce activities and the engagement of minority business enterprises and women's business enterprises.

- The Final Proposal will include a complete project budget, including the integration of Vermont’s BEAD Planning Budget and Initial Proposal Funding Request (IPFR), to be submitted as Vermont’s Final Proposal Funding Request (FPFR).
- Supplier will develop Vermont’s Final Proposal, integrating all components into a comprehensive submission to the NTIA and manage the review, curing, and approval process and any reporting in a timely manner.

2.5. SCOPE C: ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) INFRASTRUCTURE PERMITTING ASSISTANCE

Estimated Timeline: July 2024 – June 2025

VCBB seeks a Supplier to develop a comprehensive permitting plan for broadband infrastructure deployment and expansion for subgrantees that addresses existing infrastructure, proposed coverage areas, local, state, and federal permitting, and regulatory compliance, including National Environmental Policy Act (NEPA) review and approval. (See BEAD [What is permitting?](#), December 2022)

2.5.1. TRACKING TOOL: Develop a process to track permits, easements to access government or private assets, and environmental and historic preservation (EHP) considerations statewide.

Provide stakeholders with access to accurate geospatial data relevant regulatory information to streamline the permitting process.

2.5.2. COORDINATION & SUPPORTING DOCUMENTATION: Draft and submit enforceable agreements and NEPA plans and supporting documentation to appropriate state and federal agencies. Assist VCBB in ensuring compliance with environmental and cultural resource review requirements and provide detailed reporting as required.

- Consult with local, state, and federal government entities to preserve potentially affected environmental or historic locations.
- Facilitate coordination among broadband providers, local governments, subgrantees and other stakeholders involved in broadband deployment efforts to ensure compliance with all applicable environmental and historic preservation laws.

2.6. SCOPE D: VERMONT BEAD PROGRAM MONITORING PLAN

Estimated Timeline: July 2024 – June 2025

VCBB seeks a Supplier to develop a program compliance and monitoring plan to provide guidance to subgrantees to ensure all broadband infrastructure deployment projects adhere to specific BEAD program requirements, other state and federal requirements, and Vermont’s broadband access goals. This will include assisting VCBB with the following:

- Establishing subgrantee reporting performance metrics for broadband infrastructure projects to demonstrate effectiveness in improving high quality broadband availability, reliability, affordability, and adoption.
- Establishing subgrantee project milestones and criteria that demonstrate project status and progress towards completion.
- Developing a tracking system to ensure appropriate use of project funds including detailed reporting that all Build America, Buy America (BABA) procurement, equitable and diverse workforce development, and labor standards and protection requirements are met, and that applicable exceptions and waivers are filed.
- Establishing subgrantee accountability procedures and scheduled reports for the VCBB to implement that will provide project updates, challenges faced, etc. to ensure effective program management and oversight.

2.7. SCOPE E: VERMONT BEAD GRANT PROGRAM TECHNICAL ASSISTANCE

Estimated Timeline: January 2025 – End of BEAD Grant Period

VCBB seeks a Supplier to provide technical assistance to ensure that broadband infrastructure is installed according to the project plan, specifications, and standards and that all project documentation is complete and accurate before, during, and after broadband infrastructure deployment. Activities may include, but not limited to, producing guidance documents, providing technical workshops, and one-on-one assistance including technical troubleshooting for subgrantees.

- 2.7.1. **RISK MITIGATION:** Conduct comprehensive project monitoring reviews to mitigate and address potential risks throughout the lifecycle of each project. The objective is to identify and help mitigate any potential issues or risks well before project closeout. This includes reviewing documentation of subgrantee project plans and specifications, change orders, equipment lists, quality control plans, and test results (e.g., broadband speed, coverage area, signal strength, overall network responsiveness, and any other programmatic, state, and/or federal requirements). Contractors must submit all status updates and project reports in a timely manner.
- 2.7.2. **FIELD REVIEWS:** Perform verification activities to certify the BEAD program's subgrantee broadband infrastructure implementation projects are commissioned and constructed according to the project plan, specifications, and standards, and that they meet the required performance and functionality criteria. All completed reviews, issues identified, and project certifications shall be communicated to the VCBB in a timely manner.
- 2.7.3. **FEDERAL PROGRAM REPORTING:** Assist VCBB in ensuring all subgrantees adhere to specific BEAD program reporting requirements to ensure effective program management and oversight. Contractors must submit all status updates and project reports in a timely manner. This will include assisting VCBB with the following:
- Preparing and submitting quarterly reports to NTIA detailing the use of funds, project status, project timelines, and milestones achieved.
 - Preparing and submitting financial reports that include financial statements, expenditures, and other financial documentation necessary to demonstrate compliance with the program's guidelines and requirements including reports supporting drawdown requests.
 - Support record retention policies for federal audit, and final reporting of each project funded by the program. Additionally, assist VCBB in conducting project close out for each project to ensure complete final reporting for State and Federal authorities.

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 requires 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 at bgs.vermont.gov/purchasing-contracting/forms. The subcontractor reporting form is not required to be submitted with the bid response.

3.4. EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a Bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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.

3.9. 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. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services (ADS).

3.9.1.**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](#) and must obtain a Contractor's Business Account Number issued by the [Vermont Department of Taxes](#).

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

3.9.3.**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 submit the following information:

4.3.1. Provide details concerning your form of business organization, company size, and resources.

4.3.2. Identify the scopes you are bidding on and the specific deliverables you intend to provide the State.

4.3.3. Outline a proposed scope of work and timeline of deliverables.

4.3.4. Describe your capabilities and particular experience relevant to the RFP requirements.

- Describe your experience performing work applicable to the scope(s) you are bidding on, including work for Vermont-based entities or other state broadband offices.
- Identify all current or past State projects.

4.3.5. **KEY PERSONNEL:** Provide the names of each key individual who would perform services under the Supplier's proposed contract with the State. Include a résumé or curriculum vitae (CV) for each key individual. Resumes and CVs should not exceed 2 pages.

4.3.6. **PROPOSED SUBCONTRACTORS:** 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 4.3.4 above.

4.4. **REFERENCES:** Provide the names, addresses, and phone numbers of at least three entities with whom you have transacted similar business in the last 24 months. You must include contact names who can talk knowledgeably about performance.

4.5. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule included in this RFP or a comparable format. In general, the State prefers pricing based on the total cost of each deliverable or service provided rather than hourly rates. Bidders may include pricing for hourly rates when applicable based on the State's needs for ongoing review, advisement, or similar services.

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 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 it on 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 bgs.vermont.gov/content/opc-bid-tabulation-sheets-0. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of the 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. BID DELIVERY INSTRUCTIONS

5.2.1. Bids will be accepted only via email to VCBB.info@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid.

5.2.2. 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 the bid, if necessary, to meet this size limitation.

6. BID SUBMISSION CHECKLIST

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

7. ATTACHMENTS

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement and Subcontractor Reporting Form

7.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C:
Standard State Provisions for Contracts and Grants (December 7, 2023)

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: _____

_____ Email: _____

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

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

The State prefers pricing based on the total cost of each deliverable or service provided rather than hourly rates. Bidders may include pricing for hourly rates when applicable based on the State’s needs for ongoing review, advisement, or similar services.

Fixed Price Deliverables

Scope	Deliverable	Fixed Price
Ex. A	2.3.1: Project Plan	\$
Ex. A	2.3.3: Technical Workshop	\$
Ex. B	2.4.1: Permitting Plan for Broadband Infrastructure Deployment	\$
	Total Deliverables Cost	\$ 0.00

Hourly Labor Rates

Scope and Service Addressed	Name/Title	Proposed # of Hours	Hourly Rate	Cost (Hours x Rate)
Ex.: Scope A, Item 2.3.6: Negotiations to Serve Unserved Eligible Addresses			\$	\$
Ex: Scope C, Item 2.5.6: Environmental and Historic Preservation Review			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			Total Services Cost	\$ 0.00

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

RFP/PROJECT:
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 Buildings and General Services 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: _____

Email: _____

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.

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereinafter called “State”), and _____, with a principal place of business in _____, (hereinafter called “Contractor”). Contractor’s form of business organization is _____. 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 _____. 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 \$_____.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on _____, 20__ and end on _____, 20__.

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 ___ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

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

“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D - Other Provisions

Additional attachments may be lettered as necessary

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 D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) State of Vermont – Federal Terms Supplement (non-construction)
- (5) Attachment A

(6) Attachment B

List other attachments, if any, in order of precedence

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: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: _____

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

**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 bgs.vermont.gov/purchasing-contracting/forms.