



# NORTHWEST FIBERWORX

## Request for Proposal

**Seeking Vendor to provide fiber broadband network design engineering, project management, and construction management for Northwest Vermont Communications Union District dba Northwest FiberworX**

### **Who Can Submit:**

Qualified vendors with regional references

**Respond By:** May 27<sup>th</sup>, 2022

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## **Executive Summary**

Northwest FiberworX (“NWFx”) referred to as “The CUD” seeks the most qualified respondent to provide fiber broadband network design and construction management services. The intent of this RFP is to identify and enter into an Agreement with the most qualified respondent to satisfy the requirements of NWFx. The successful respondent, herein referred to as Vendor, will provide services to the CUD to reach our goal of leveraging federal funding, private equity, and municipal revenue bonds to provide universal high-speed broadband access through FTTP to every grid-tied residential and business address in the CUD.

This document outlines the vision including the specific roles and responsibilities of The CUD and Vendor. It describes the scope of work, a provisional schedule, and the technical and operational standards that guide the execution. The document also outlines the process and timeframe for response to the Request for Proposal, as well as the process for selection. There is a set of criteria that will need to be addressed in any response to this Request for Proposal. Respondents are advised to provide any additional material that would benefit The CUD in the decision-making process.

## **Roles and Responsibilities**

The CUD has primary responsibility to define the scope of work, and with input from Vendor, to establish the technical, operational, and reliability standards for the design and build. The CUD will establish the governance processes by which The CUD will oversee Vendor’s work to ensure that the work fulfills all requirements, conforms with all aspects of the agreement, and serves the best interest of NWFx communities and customers.

Vendor shall have primary responsibility to accomplish the scope of work by designing, engineering, and managing the construction of the fiber network. Vendor shall provide or contract to provide all labor, materials, software, expertise, processes, tools, equipment, and any other resources necessary to fulfill these responsibilities. Vendor shall coordinate interactions with governmental authorities and public utilities that are

necessary to accomplish the scope of work, with the appropriate assistance of the CUD. The CUD shall arrange with municipal authorities or private interests for easements for and access to suitable sites for central hubs and local hubs for the distribution network.

For proposals in which two or more respondents collaborate to perform the entire scope of work, the respondents shall designate a lead respondent that will represent all the collaborating respondents and with which The CUD may negotiate and sign a comprehensive, yet separate agreement.

## **Required Scope of Work**

The required scope of work is divided into categories below. The minimum required scope of work is outlined for each category. Any work that is reasonably necessary to accomplish the minimum scope is included in the scope even if it is not described specifically.

### **Detailed Network Design**

The CUD will work with the Vendor to define the phases of construction for the network. Vendor shall produce a detailed network design and engineering plan for each phase of construction. Vendor will coordinate at the state level to follow agreed upon network standards as well as work with other CUDs to develop geographic redundancy in the network, which includes identification of, and supporting hardware for, fail-over routes. The design will include reliability considerations with a goal to minimize power supply requirements. Where power is required, backup systems will be included to ensure seamless fail-over in the event of power loss. The detailed design and engineering plan shall include specifications for:

- The fiber distribution network
- Construction maps and splice charts
- Network electronics
- The physical infrastructure and environmental systems necessary to house and support the network electronics
- Fiber connections to customer premises (“drops”)

- Customer premises equipment and cabling
- Design for reliability, which includes
  - Network redundancy
  - Power supply redundancy, maintenance, and inspection protocols
  - Design to minimize failure points

## **Fiber Distribution Network Construction**

Vendor shall manage the construction of the network infrastructure that conforms with the network design and engineering specifications. This includes creating a project plan for the following:

- Applications for utility make-ready as require
- Make-ready field visits with utilities
- Pole make-ready coordination
- Application for pole licensing
- Application for highway and railroad permits
- Materials and labor required to construct fiber distribution network.
- Traffic Control
- Construction of fiber distribution network
- Construction and installation of physical infrastructure and environmental systems for network electronics including cabling connections
- Physical installation of CUD owned network electronics
- Validation and Optical Testing
- Drop construction

## **Project Management Support**

The Executive Director & Network Operations Manager of NWFx are the representatives for the CUD and have the responsibility of carrying out the goals and objectives of the Board.

Vendor shall work closely with the Executive Director & Network Operations Manager to develop the plan, schedule, budget, and obtain necessary approvals from the CUD's Governing Board to execute the design, construction, installation, and administrative

support scope of work described above. Vendor shall provide leadership and supervision to all who are performing the work to ensure that the work is completed according to plan. Vendor shall work with the Network Operations Manager to develop a reporting schedule and milestone reviews on an agreed upon timeline updating and checking progress to completion, spending against budget, and issues requiring resolution. Vendor will work with Network Operations Manager to complete a project RACI matrix.

## **Project Administrative Support**

Vendor shall designate a senior program coordinator and a project manager to work with the CUD Executive Director & Network Operations Manager to provide authoritative input to strategic and governance decisions and to coordinate interaction between all program vendors, partners, and operational support personnel.

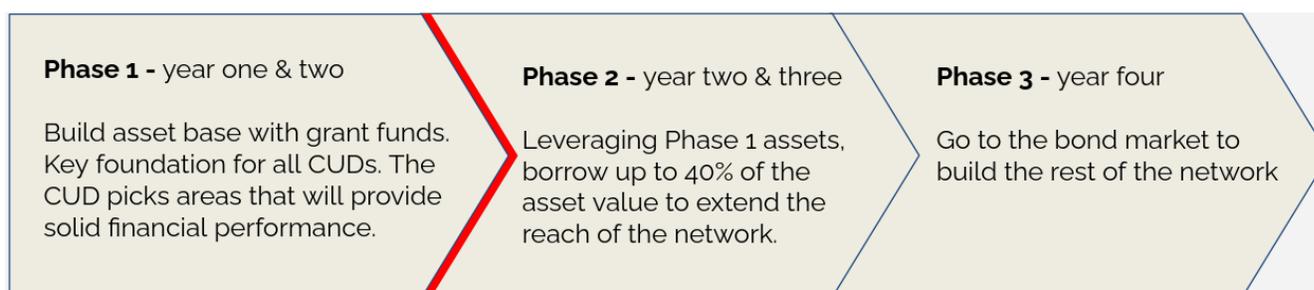
Vendor shall:

- Anticipate project environmental, technical, operational, financial opportunities, and risks.
- Consult with The CUD on technical developments, logistical issues, and other topics requiring strategic planning and decision making.
- Advise The CUD on major subcontracting choices and recommendations.
- Request The CUD approval of financial choices that may affect payments from/to The CUD and Vendor and which will be implemented through a defined change order process.
- Digest any other relevant operational information requested by or brought to the CUD.
- Provide input to annual budgets and report planned actual expenditures on a regular monthly schedule agreed upon with the CUD.
- Provide support for future revenue bonds as well as developing the financial models and documentation to support applying for revenue bond.

## Provisional Schedule

The CUD intends to deliver service to all reasonably accessible locations of member towns as soon as possible, preferably by the end of 2026. We believe service can be delivered in three phases and that the first phase can be substantially completed within 24 months after contractual agreements are made.

The following graphic describes the phased approach:



Estimated total fiber route miles and premises to be served and a provisional selection of Phase One towns are provided in Appendix C – District Size and Demographic Characteristics.

The CUD will collaborate with Vendor to define the final selections of areas to be included in each phase and define the timeline for construction and installation.

Other factors that may affect the choice of areas to be served in each phase include local market conditions, Vendor's contractual commitments, and preferences of The CUD's Governing Board. The Executive Director will work closely with the Vendor to align expectations.

## Request for Proposal Response Process

### Communications/Contact

Correspondence regarding the Request for Proposal should be directed to email at [RFP@NWCUD.COM](mailto:RFP@NWCUD.COM). Responses should not be sent by U.S. Mail.

## **Questions and information Pre-submittal**

Respondents should make their interest known by May 20<sup>th</sup>, 2022. Questions regarding the Request for Proposal should be submitted by email to the addresses above on or before end of day May 20<sup>th</sup>, 2022. NWFx will provide an email response to Request for Proposal respondents with answers to all questions received.

The vendor selection process is anticipated to follow this timeline:

- Request for Proposal Issued: May 11<sup>th</sup>, 2022
- Interested parties respond by May 18<sup>th</sup>, 2022
- Questions Deadline: May 20<sup>th</sup>, 2022
- Answers Deadline: May 23<sup>rd</sup>, 2022
- Request for Proposal Response Submission Deadline: 5pm May 27<sup>th</sup>, 2022
- Vendor selected: June 2<sup>nd</sup>, 2022
- Contract Complete: June 16<sup>th</sup>, 2022

## **Proposal Submission Deadline**

Responses must be received on or before 5pm on May 27<sup>th</sup>, 2022

## **Proposal Selection Process**

After reviewing the Request for Proposal responses, The CUD will determine which proposals to select for further consideration. The CUD will advise respondents whether their proposals remain under active consideration. NWFx may contact client references provided by respondents at any time after proposals are received. NWFx may contact respondents at any time after proposals are received to obtain additional information or to suggest modifications to the proposals as submitted. Respondents that are not selected for further consideration will be notified by email to the address provided in the Request for Proposal response.

## **Award**

Any contracts that are awarded will be made to the respondent or respondents whose offer(s) is/are the most advantageous to NWFx for reasons of scope of work to be provided; technical, operational, and pricing standards to be achieved; vendor qualifications; proposed cost; or for any other reason deemed by to be in its best interest.

NWFx reserves the right to accept or reject any or all the responses received. A response to this Request for Proposal does not commit NWFx to paying any costs incurred in the preparation of proposals. All costs associated with responding to this Request for Proposal are the exclusive responsibility of the respondent.

NWFx reserve the right to modify terms, specifications, and quantities prior to entering into a definitive agreement. NWFx's decision to enter contract negotiations with one or more respondents does not constitute a binding agreement with the respondent. A binding agreement will only be created once final terms are agreed to and NWFx and Respondent(s) enter into a definitive Agreement.

## **Confidentiality and non-disclosure**

This solicitation contains confidential and proprietary information. The respondent may not disclose to anyone—other than the respondent's employees, officers, and other authorized parties directly connected to responding to this solicitation—any information concerning or contained within this solicitation without the express written consent of the Administrator of the CUD. No news release, public announcement, or any other reference to this solicitation will be made without the express written consent of Executive Director. Reproduction of this Request for Proposal by photographic, xerographic, electronic, or other means is prohibited except for the purpose of preparing a response for submission to the CUD. All information received from respondents will be kept confidential except for questions received through the process described above.

Respondents must understand and acknowledge that Communications Union Districts are municipal bodies as defined by Title 30: Public Service Chapter 82 of Vermont Law. As such, The CUD is required to comply with the Vermont Open Meeting Law and Public Records Act.

Transparency is an essential element of open and democratic government. In Vermont, the primary means of providing transparency are the State's open meeting law, 1 V.S.A. §§ 310-314, and the public records law, 1 V.S.A. §§ 315-320. These laws implement the command of Chapter I, Article 6 of the Vermont Constitution that officers of government are "trustees and servants" of the people and are "at all times, in a legal way, accountable to them."

The Open Meeting Law clearly emphasizes the openness of and accessibility to government. It declares that "All meetings of a public body are declared to be open to the public at all times, except as provided in section 313 of this title [on executive sessions]." 1 V.S.A. § 312(a). The Open Meeting Law and its requirements are meant to empower the public to play an effective role as not only an active participant in government but also a check on it as well.

The CUD has a standard Non-Disclosure Agreement that details the procedure for identifying and protecting business trade secrets in accordance with these laws that are available upon request.

## Request for Proposal Response Requirements

Respondent shall complete the attached Response Form in full and may provide additional descriptive material to amplify or detail information provided in the Response Form found at the end of this document.

Respondent shall agree to the terms and conditions stated below which will govern responses to this Request for Proposals and any contract to which the District and Vendor may agree. If respondent does not agree with any of these terms and conditions, respondent should state its objection and propose an alternative. Additional terms and conditions may be included in the definitive Agreement.

### Terms and Conditions

#### A. Contract Duration

Prices quoted for services to be provided by or contracted through respondent's organization shall be valid for the period defined as Phase One in Appendix C: Geographic Scope of Service and Town Data. Modifications to prices quoted for services shall be determined through the process described in Request for Proposal Response Form Section 6.

#### B. Expenses

All costs and expenses incurred by respondent(s) to prepare, develop, and/or submit a proposal or participate in any presentation or negotiation leading to a definitive agreement shall be borne exclusively by respondent(s) regardless of whether any respondent's proposal is accepted. No such costs or expenses may be included in any costs quoted for the scope of work that is proposed.

### C. Response Preparation

Respondent's proposal must contain all the information specifically required by this Request for Proposal or must acknowledge any information that is not applicable or is otherwise omitted. A cover letter accompanying your proposal must be signed by an authorized representative of your organization. NWFX reserves the right not to consider any additional information or materials not included in or submitted with your proposal. NWFX also reserves the right to consider any additional information relevant to the project, this Request for Proposal, and the respondent.

NWFX may, from time to time, issue one or more addenda to this Request for Proposal. All proposals must include an acknowledgment of the receipt of any addendum that has been issued by NWFX or must state that no addenda have been received.

Your response should clearly state the ability of your organization to satisfy the requirements defined in this document. In addition, you should provide your most aggressive pricing related to the various components of this Request for Proposal. It is the intent of The CUD to use this pricing both as a criteria in the ultimate decision regarding the selection of a consultant and as a part of the determination of the budget for the project.

### D. Proposal Evaluation and Negotiation

This Request for Proposal is designed to enable The CUD to determine which proposal(s) will best align with NWFX mission and requirements. Each proposal will be evaluated against the same set of criteria and will be assigned a score for each category in the evaluation. The categories associated with the evaluation are 1) scope of work proposed; 2) conformance with The CUD's technical, and operational, standards; 3) vendor qualifications; and 4) proposed. Based on this evaluation, The CUD will select respondents for further consideration as described in the Request for Proposal Response Process section above.

E. Proposal Effectiveness

Your response to this Request for Proposal will constitute a firm offer to provide the services described at the price that is proposed. All responses must be accompanied by a cover letter signed by a company officer who is authorized to extend the offer. NAFX may choose to accept the offer as provided or negotiate with one or more selected respondents to amend their proposals for mutual benefit. If NAFX accepts the offer as provided, the respective parties shall enter into a definitive Agreement with the terms of that offer.

F. Acceptance or Rejection

Nothing contained in this Request for Proposal or implied by the proposed evaluation process outlined in this document creates any obligation on the part of NAFX to select any proposal for the requested services. The CUD reserves the right at its sole discretion to select any proposal on any basis that it deems appropriate (whether or not such basis is price), to decide not to select a proposal, or to otherwise modify its approach to the project.

G. Other Required Contract Provisions

The following provisions required by the State of Vermont shall be included in the contract awarded to the selected respondent:

1. False Claims Act: The Respondent acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Respondent violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Respondent's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Respondent's liability.

2. Whistleblower Protections: The Respondent shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Respondent shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Respondent or its agents prior to reporting to any governmental entity and/or the public.

3. Fair Employment Practices and Americans with Disabilities Act: Respondent agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. The Respondent shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Respondent under this Agreement.

#### 4. Taxes Due to the State:

The CUD and Respondent will be working with the State the Respondent must be able to meet all State contracting requirements, including:

A. Respondent understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Respondent certifies under the pains and penalties of perjury that, as of the date the proposal is signed and the date any definitive Agreement is signed, the Respondent is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

5. Child Support: (Only applicable if the Respondent is a natural person, not a corporation or partnership.) Respondent states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Respondent makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Respondent is a resident of Vermont, Respondent makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

6. No Gifts or Gratuities: Respondent shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State (as defined in 32 V.S.A. § 630(8)) during the Request for Proposal process or the term of the definitive Agreement.

7. Certification Regarding Debarment: Respondent certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Respondent nor Respondent's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Respondent further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Respondent is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>

8. Facilities: If NWFx makes space available to the Respondent in any facility during the term of the definitive Agreement for purposes of the Respondent's performance under such Agreement, the Respondent shall use the space in accordance with any policies and procedures governing access to and use of such facilities that exist at that time. If such provision is made, facilities will be made available to Respondent on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

10. Indemnification: It is expressly understood that the respondent shall indemnify and hold The CUD harmless from any claims, suits, actions, damages, and costs of any kind arising out of, or resulting from, the respondent's acts or omissions in its performance of the work to be performed under the definitive Agreement.

11. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Respondent is an employer and the services provided under the terms of a definitive Agreement are supported by a State-funded grant in excess of \$1,001, Respondent certifies that none of these State funds will be used to interfere with or restrain the exercise of Respondent's employee's rights with respect to unionization.

(End of Standard Provisions)

# Appendices

## Appendix A – NWFx Mission, Philosophy and History

### Mission

Leverage partnerships and procure funding to connect Northwestern Vermont via Open Access Fiber to ensure opportunity for all homes and businesses in our region.

### Philosophy

We believe that high-speed Internet access is needed to foster economic development, broaden educational and career opportunities and expand telehealth and social communications within our region. To this end, we envision NWFx as a flexible and responsive municipal entity that supports the development and maintenance of a network that provides net-neutral Internet access in a manner that meets the current and future needs of our community.

### History

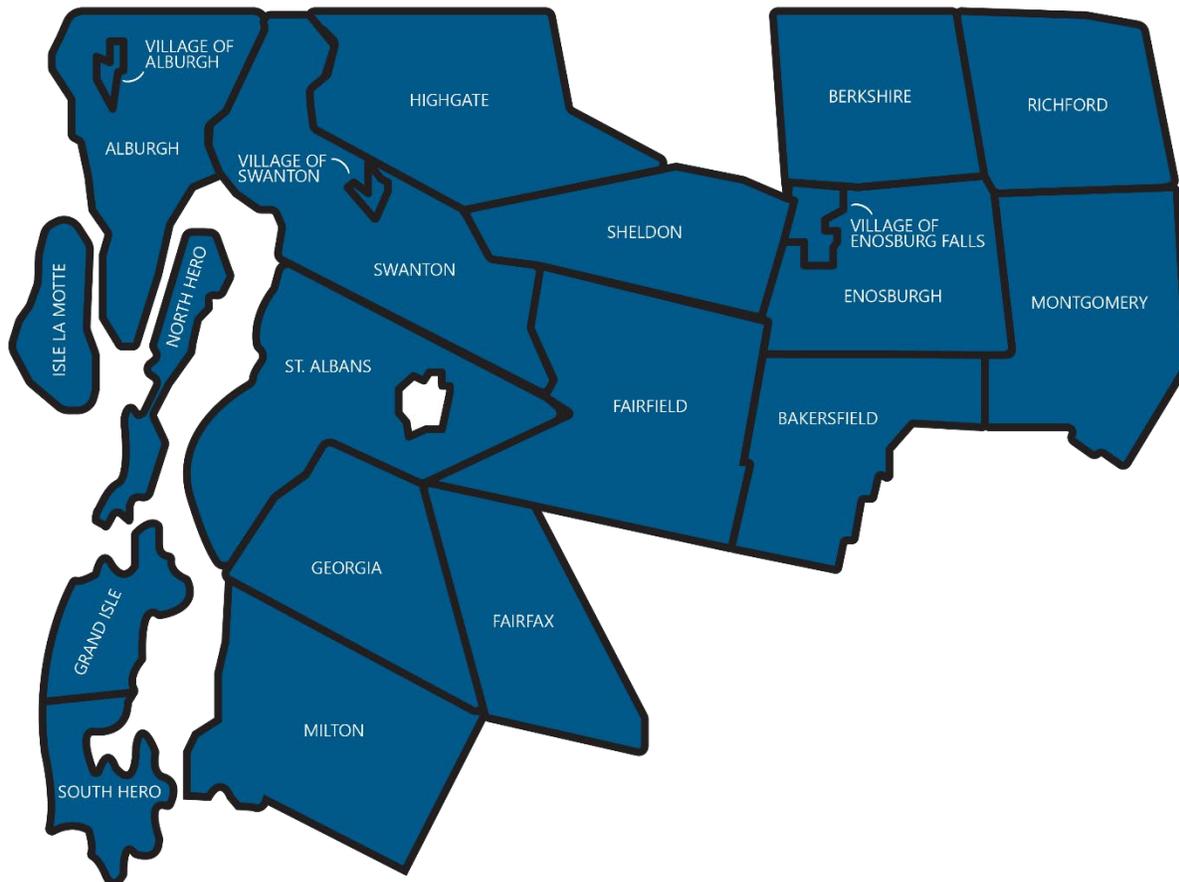
NWFx was formed in August 2020. In the first six months of existence, NWFx worked to stand up the organization and raised \$78,500 to support the organization's capacity. To support the organization's launch, NWFx partnered with the Franklin County Regional Planning Commission (NRPC). The NRPC has been providing grant administration services, project management, and admin services. NWFx in partnership with the VT Department of Public Service work to rapidly deploy free Wi-Fi hotspot as a response to the pandemic. In October of 2022, NWFx began to hire full time staff and now has an Executive Director, Operations Manager, and Admin to support the mission.

## Appendix B – Geographic Scope of Service and Town Data

### C.1 Vermont County Map



## C.2 NWFx Coverage Area



## Appendix C – Technical Standards

The CUD intends to deliver fiber to the premises at every underserved location in all member towns, with rare exceptions as described below. The CUD will work with the Vendor to define network requirements and design standards, but the CUD anticipates the following:

- XGS-PON architecture for residential and small business use.
- Spare fiber strands set aside for future direct connections from local hubs to serve large commercial businesses or to provide service to cell towers.

- Attachment of distribution fiber and customer drops on existing utility poles located at the roadside or in easements on private property.
- Passive optical splitters to terminate the fiber and provide the optical connection to the optical Network Terminal (ONT) at the customer premises.
- Tactical use of dark or lit middle-mile fiber provided by electric utilities such as GMP and VELCO, or commercial carriers such as Consolidated Communications or First Light to cover longer distances between service areas where this is economically preferable.
- Diverse and redundant connections to backhaul providers and concentration to ensure resilient connection to the internet.
- Diverse backhaul connections to major co-location centers with sufficient upstream capacity and peering arrangements to support the peak load of The CUD's customers.

## **Appendix D - Request for Proposal Response Form**

Complete all sections of the form below to indicate the firm(s) responding ("Respondent(s)"); the scope of the proposal; the technical, operational, and pricing standards that the firm(s) propose to attain ("the standards"); the qualifications of respondents; the proposed costs to perform the proposed scope of work in conformance with the standards; and the proposed deal structure. If Vendor's proposal is selected, the representations made on this response form shall be incorporated into the contract between NAFX and Vendor. Proposals in which meaningful responses are not provided in the relevant sections of this form will be considered deficient. **Note: To complete and submit this form, save this document under a different name and delete the Request for Proposal pages above, leaving only this form, and then enter your responses. Do not make your own facsimile version of this form.**

Respondent(s) may also provide additional descriptive content that may be helpful to amplify the representations made on this form, including more complete descriptions of any items. The additional content will be viewed as an adjunct to, not a substitute for, the representations made on this form.

## 1. Identity of Respondents

*Respondent:*

Firm Name:

Principal Contact Name:

Email:

Telephone:

Mailing Address:

Website:

## 2. Vendor Qualifications

Please respond to all questions below. If a nondisclosure agreement (NDA) is required in order to answer any questions, please send a proposed NDA not later than two weeks before the required Due Date for your Request for Proposal response.

### *Previous Project Experience*

Please describe each respondent's experience in delivering the scope of work proposed to primarily rural areas having demographic characteristics similar to those of the CUD.

Provide descriptions of the role(s) played by Vendor in specific projects will be most helpful.

Please provide client references for the projects described above.

### *Project Leadership and Oversight*

Please describe Vendor's staff resources that will provide hands-on leadership and senior oversight for NWFx. Complete the information below for each lead resource that will interact with NWFx officials directly. Attach additional sheets as necessary. Do not include staff resources that will have no direct contact with NWFx officials.

Name:

Respondent Firm Name:

Title:

Proposed Leadership / Oversight Role:

Roles in each reference project described above:

Percent of time committed to project:

### 3. Proposed Costs

Please indicate proposed unit costs and extended amounts for the full NWFx project scope of work.

Please use the following project assumptions/estimations:

Fiber infrastructure mileage. 1367

Passings: 23,176

3-4-year construction schedule

Item	Rate Structure Definition	Quantity	Unit Cost	Total Cost
Project Management				
Fiber Design				

Item	Rate Structure Definition	Quantity	Unit Cost	Total Cost
Field Engineering				
Network Engineering Services				
Construction Management				
Full Project Costs				

#### 4. Proposed Schedule

Please provide an aggressive but achievable schedule to achieve the scope of work that you propose at the costs quoted in section 4 above.

- Describe the set of prerequisite conditions that must exist for your work to begin.
- Describe the total elapsed time to complete the total scope of work you propose. Denominate your response in months and weeks.
- List the significant events or circumstances that would inhibit Respondent's ability to complete the proposed scope of work within the elapsed time indicated above.
- Indicate whether Respondent will guarantee completion of the proposed scope of work within the elapsed time indicated above absent any of the events or circumstances named above