

REQUEST FOR PROPOSALS
for
Construction Services



Prepared by CVFiber

A Vermont Communications Union District

May 31, 2022

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1. Introduction

1.1. CVFiber Background

The CVFiber Communications Union District encompasses 21 municipalities in central Vermont. See Figure 1.

Most CVFiber municipalities suffer from a lack of access to affordable, high-speed broadband.

Figure 1 CVFiber Member Municipalities



The mission of CVFiber is providing Central Vermont residents, businesses, and civic institutions with universal access to a reliable, secure, locally-owned and -governed communications network able to grow to meet future community needs.

1.2. Overview of the RFP

CVFiber is a Communications Union District in the State of Vermont with a mission to provide high-speed Internet access to our member municipalities (see Figure 1). We are in the process of beginning the build out of a fiber-to-the-home (FTTH) system across the entire CVFiber footprint and are developing partnerships with a variety of companies to make this project successful.

CVFiber intends to construct approximately 400 miles of fiber communication infrastructure over a 12-month period and 1,200 miles over the next 4 years, with a minimum aggressive target construction pace of 50 miles per month. Construction is expected to begin in September 2022. An RFP for Materials and Warehousing was separately issued in advance of this Construction RFP.

1.3. Project Background

CVFiber has hired NRTC Broadband Solutions, Mission Broadband, Inc. and WCVT to design and manage the construction of a rural fiber optic network, to provide high-speed broadband Internet access to currently unserved and underserved homes in its service area. The selected Contractor(s) will report to and primarily interface with the NRTC Broadband Solutions Project Manager and OSP Manager for issues or questions during construction. NRTC Broadband Solutions will also inspect the Contractors' work before approving invoice payment. CVFiber will provide materials and hardware to be installed and become a part of the fiber network but will not provide tools or labor necessary for the installation. This construction scope of work includes simple One Touch Make Ready in the communication space. It includes tree trimming and related terrain Make Ready as needed to complete the construction scope of work, as well as removal of all debris.

1.4. Objectives of the RFP

The primary objectives and scope of this RFP are as follows:

1.4.1 Carry out the business plan developed by CVFiber and its partners including NRTC, which is approximately 400 miles in 12-15 months (September 2022-December 2023) of fiber backbone buildout in Central Vermont, utilizing fiber and distribution area equipment that was ordered pursuant to the Materials and Warehousing RFP previously issued. Carry out the business plan for the remaining 800 miles for a total build-out of 1200 miles by September 2026 on existing utility owned power poles (95% overhead / 5% underground).

1.4.2 Have sufficient resources to complete this scope within the allotted timeframe, including but not limited to trained personnel and crews, and all appropriate equipment required for transportation of equipment and installations at the specs according to the various utility companies and pole owners, and workspace cleanup and trash removal.

1.4.3 Work year-round, as time is of the essence in this project.

1.4.4 Furnish all necessary personnel training, labor, housing for all personnel, supervision, quality control, tooling, and miscellaneous consumables for the cabling system installed for CVFiber.

1.4.5 Complete simple One Touch Make-Ready in the communication space: tree trimming and related terrain make-ready as needed, including removal of all debris and adherence to all easement requirements. To determine the cost and lead times for various OSP hardware and service components required for construction of the network.

1.4.6 Install, terminate, and test all CVFiber furnished fiber strands at each location according to the Product and Services Specifications.

1.4.7 Attend all mandatory pre-construction meetings. All new contractors added after the bid is awarded are required to attend an NRTC Broadband Solutions onboarding meeting prior to any fieldwork, as well as attend ongoing meetings as required.

1.4.8 Install all cable and material in accordance with the Product and Services Specifications, including CVFiber specifications, NRTC Broadband Solutions specifications, manufacturer's recommendations and best industry practices.

1.4.9 Test 100% of all cables, splices, terminations, and hardware for defects in installation and to verify plant performance under installed conditions. Tests shall be conducted according to FOA and CVFiber standards and specifications (including the use of a minimum 300m launch reel). Fiber will be tested by contractor before it leaves the warehouse. System will be tested and approved by CVFiber before approval of any invoices.

1.4.10 Supply time-stamped documentation acceptable to CVFiber and NRTC of testing and footage of each cable and splice.

1.4.11 Abide by and remain responsible for compliance with all Federal, State, and local regulations.

1.4.12 Provide mandatory weekly invoices submitted to NRTC Broadband Solutions Project Manager and OSP Manager, aged no more than three weeks.

1.4.13 Maintain a 48-hour customer complaint response.

1.4.14 Label, bond, and ground all applicable equipment and installations to NESC and CVFiber specifications.

1.4.15 When crops are planted only small ATVs and small trailers are permitted in the fields for construction purposes, trucks are prohibited. Prior approval to enter shall be required.

1.4.16 Sign and abide by a Master Services Agreement and statement(s) of work outlining terms of the Agreement, together with any necessary change orders. Sign a mutual non-disclosure agreement, and any other necessary documentation.

1.4.17 Meet regularly with representatives and partners of CVFiber including but not limited to NRTC's OSP Manager to exchange information, agree on details of equipment arrangements, and installation interfaces for the SOW.

1.4.18 Determine when responding vendors will have all the material and resources available for construction of a 25- or 50-mile segment of the network to begin as soon as possible.

1.4.19 Sequence deployment of line crews in a manner that maximizes the efficiency and productivity of available resources for the construction project. For example, if materials and resources are available, the contractor may begin hanging fiber throughout the footprint before the hardware is available for splicing the cables together. A second crew would need to re-visit the various backbone and distribution segments of the network to splice and place splitters later when that hardware became available.

1.4.20 Select qualified respondents for eligibility to provide future quotes. One of the primary goals of this RFP is to engage and retain a partner who has access to the materials and resources necessary to ramp up to a construction pace of 50 miles per month for the 1200-mile project. It is expected that it may take 3 to 5 months to ramp up to that pace of construction.

1.4.21 Provide the configuration and system quantities to all locations stated herein. CVFiber and NRTC are not responsible for any omission or failure of Contractor.

1.4.22 Agree to the terms in Attachments 1 and 2, State of Vermont Federal Terms Supplement and Standard State Provisions.

2. Contractor Qualifications

All Offerors must meet the following qualifications:

- ✓ The Contractor must be capable of constructing the entire network (set of fiber strands) as described in this RFP
- ✓ The Contractor must have verifiable experience completing fiber-build projects of comparable size, scope and complexity
- ✓ The Contractor must be fluent in reading electronic prints and be able to do so on a laptop or tablet in the field and make redline in-field changes electronically. Prints will only be provided in an electronic format.
- ✓ The Contractor must be in good standing with the FCC and the State of Vermont.
 - Any bidder found to be in FCC red-light status will be immediately disqualified
- ✓ The Contractor must provide OSHA qualified and capable personnel to install telecommunications equipment in the communications space of utility poles. Evidence of such training must be provided to CVFiber before a bid can be awarded.

- ✓ The Contractor shall perform directly and without subcontracting, not less than fifty-one percent (51%) of the construction of the project, to be calculated based on the total Contract price. All subcontractors shall adhere to the terms in the contract and should be submitted to NRTC for review and approval.
- ✓ The Contractor agrees to furnish a Contractor's Bond, with sureties acceptable to Owner, in a penal sum the greater of a) not less than one- and one-half times the contract value for services to be performed or b) Three Million dollars (\$3,000,000) unless expressly agreed to by CVFiber.

3. Administrative Issues

3.1. Availability of the RFP, Amendments, and Q&A

- ✓ The RFP will be distributed to bid boards, known contractors, and posted on the CVFiber website.
- ✓ The RFP is subject to amendment and errata. Respondents are responsible for knowledge of and compliance with any amendments and errata. Amendments and errata will be posted at <https://cvfiber.net/rfps-contracts/>
- ✓ Questions are due by the scheduled date. Questions and answers will be posted on the CVFiber website on the scheduled date, as well as directly to those who submitted questions. The identity of the questioner will not be revealed.

3.2. Inquiries about the RFP

All inquiries about the RFP should be emailed or submitted in writing to CVFiber Construction RFP:

construction-rfp@cvfiber.net

4. Due Date for Contractor Proposals

DATE	EVENT
<i>May 31, 2022</i>	Construction RFP Issued for Bids
<i>June 10, 2022 5:00pm</i>	Intent to bid due via email
<i>June 13, 2022 5:00pm</i>	Questions due via email
<i>June 16, 2022 5:00pm</i>	Questions compiled and answered
<i>June 30, 2022 5:00pm</i>	Final bids due via email

5. Proposal Submission and Format

5.1. Proposal Submission

Email an electronic copy of your proposal to: construction-rfp@cvfiber.net no later than the due date and time for receipt of proposals.

Late proposals may not be accepted.

Offerors will be notified within 3 business days acknowledging receipt of their proposal.

5.2. What to Submit: Mandatory Proposal Content

i. Cover Letter

Each Contractor submitting a proposal must provide a cover letter signed by an individual authorized and empowered to bind the Contractor to the provisions of this RFP and any Contract awarded pursuant to it. The cover letter should include the following:

- ✓ The legal name of the Contractor
- ✓ Business Address
- ✓ Primary Point of Contact (POC) (Authorized to Bind the Company)
- ✓ Primary POC Telephone Number
- ✓ Primary POC Email Address
- ✓ A statement that the entity is qualified, licensed, insured, and otherwise authorized to do business of the sort contemplated in the project
- ✓ Company Federal Employer Identification Number (FEID)
- ✓ DUNS Number
- ✓ Submit projected crew size and count for project completion.

ii. Contractor Experience

On the cover letter, provide 3 references of completed or mostly completed projects of comparable size, scope, and complexity to this project.

For each project reference, include the following:

- ✓ Project Title
- ✓ Location
- ✓ Contract Value
- ✓ Brief Description of the Project
- ✓ Primary POC

- ✓ Primary POC Telephone Number
- ✓ Primary POC Email Address

iii. Proposed Subcontractor Information (if any)

Provide similar subcontractor information if they will be completing more than 10 % of the construction or are a specialty subcontractor doing work not typically done by contractor.

iv. Relationships, Conflicts of Interest, Disclosures:

Describe any relationship between the company and subcontractor, or any parent, subsidiary or related company, or any director or officer of any of them, with CVFiber, or members of its Board. Coincident with the execution of an agreement, applicant shall be required to execute a Conflict of Interest form stating that the applicant is unaware of any conflict it, and any of its approved subcontractors, may have.

- v. **Statement of authorization** to work in the Power Space, or not, as applicable, and specifically authorization, or not, as applicable to work with VELCO, Washington Electric Co-op, Green Mountain Power, and Hardwick Electric Department, Consolidated Communications or any other pole owner or attacher. This is not a requirement but may prove helpful.

vi. Affirmations:

1. Applicant affirms that they have not given, offered to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Applicant affirms that, to the best of their knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

vii. Resumes of Key Personnel.

viii. Market Risk Supplement. CVFiber has identified the following risks, and desires to understand how Applicant plans to address these risks.

1. SUPPLY CHAIN: PERSONNEL. CVFiber recognizes that the market is facing challenges in hiring and retaining the necessary trained personnel. Please provide a proposal to address this concern.

2. HOUSING. CVFiber recognizes that the market is facing challenges in housing year-round work crews in Vermont. Please provide a proposal to address this concern.
3. EQUIPMENT. CVFiber recognizes that the market is facing challenges in obtaining the necessary fleets and equipment needed to complete the scope of work. Please provide a proposal to address this concern. Although a Materials and Warehousing RFP was previously issued, if Contractor has any warehoused equipment or relationships that would be beneficial in the event of an equipment shortage, please provide that information here.

ix. Safety and Labor Expectations.

Preference will be given for employers who can demonstrate that the workforce performing the contract will meet the following criteria:

- High standards of safety training, certification, and/or licensure for all relevant workers, for example, OSHA 10, OSHA 30, confined space, traffic control, or other training, as relevant depending on title and work, and exemplary workplace safety practices;
- Professional certifications and/or in-house training to ensure that deployment is done at a high standard;
- Include workforce from Vermont based workforce that supports job pipelines for traditionally marginalized communities;
- Relevant work will be performed by a directly employed workforce or employer has policies and/or practices to ensure that any employees of contractors used meet the criteria as described above;
- No recent violations of Occupational Safety and Health Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, and Vermont Labor and Employment Laws.

At a minimum, the information provided shall include all of the following:

1. The total number of workers disaggregated by job title performing relevant work;
2. A description of safety training, certification, and/or licensure requirements for all relevant workers and copies of policies and procedures related to safety standards;
3. Information on the Professional certifications and/or in-house training in place to ensure deployment is done at a high standard;
4. Documentation of a Vermont based workforce that supports job pipelines for traditionally marginalized communities;

5. A description of any open investigations against the recipient for violations of the Occupational Safety and Health Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, and Vermont Labor and Employment Laws within the last two years;

6. A statement of whether any of the relevant work has been performed by contracted companies, and if so, the above information for each of the companies that has performed relevant work as well;

x. Pricing on the attached Excel RUS Sheet, response to be provided in Excel format.

6. Rights Reserved

CVFiber reserves the right to:

- Accept or reject any or all responses, or any part thereof;
- Multiple awards may be awarded as a result of this RFP. Vendors may limit their proposals to less than the full list of items in the Bid List;
- Waive any informalities or technicalities contained in any response received;
- Conduct discussions with respondents and accept revisions of quotations after the closing date;
- Request clarification from any respondents on any or all aspects of its quotations;
- Request interviews of any respondents;
- Cancel or re-issue this RFP at any time;
- Retain all quotations submitted in response to this RFP.

7. Insurance

At all times during the term of its contract, each Contractor shall maintain, in full-force and effect, the insurance as listed below. All insurances shall be issued by insurers and for policy limits acceptable to CVFiber. Successful Contractors must provide certificates of insurance or other evidence that the required insurance has been procured and is in force. In the event of cancellation, non-renewal, or material modification affecting the certificate holder, thirty (30) days prior written notice will be given to CVFiber detailing the material changes to the insurance coverage limits.

Coverage	Minimum Limits of Liability
Commercial General Liability	\$5,000,000 bodily injury and property damage, each occurrence, including advertising and personal injury, projects, and completed operations.
	\$5,000,000 products/completed operations, independent Contractor's liability, contractual liability, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities
	\$10,000,000 general annual aggregate

Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000 bodily injury by accident, each accident
	\$1,000,000 bodily injury by disease, each employee
	\$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate
	Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per individual claim
	\$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor services rendered or which should have been rendered, pursuant to the Contract.
Property Insurance	The Contractor shall purchase and maintain property insurance covering the machinery, equipment, mobile equipment, and tools used or owned by the Contractor in the performance of construction services under the Contract. Once materials are delivered to the job site for Contractor, the Contractor will be responsible for all materials misused, misplaced, lost or stolen. CVFiber shall, under no circumstances, be responsible or liable for the loss, damage to, or disappearance of any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services under the Contract.
Installation Insurance	The Contractor shall purchase and maintain insurance covering the materials, equipment, machinery and supplies from the moment they leave the premises until a job is complete and before it becomes a permanent feature of a project or structure, including: While being stored at a temporary location; While in transit to a job site; While being staged or awaiting installation; While being installed; While pending acceptance including through any period of testing or drops. CVFiber shall, under no circumstances, be responsible or liable for the loss, damage to, or disappearance of any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services under the Contract.

The Contractor will be responsible for the payment of all deductibles or retentions under the policies of insurance purchased and maintained by it pursuant to the Contract. To the extent permitted by law all or any part of any required insurance coverage may be provided under an approved plan. Contractor's insurer shall waive rights of subrogation.

Any Subcontractors utilized on the project shall carry in full force and effect commercial general liability, pollution liability, automobile liability, workers compensation, and employer liability insurance that complies with all terms of this section.

7.1 Hold Harmless and Indemnification

The Contractor shall defend, indemnify, and hold harmless CVFiber and its directors, officers, employees, agents, consultants, members, affiliates, attorneys, subcontractors and customers from and against any and all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of Contractor or its affiliates during the bid process or the work to be performed. Contractor's defense and indemnity obligations shall include the duty to reimburse any reasonable attorney's fees and expenses incurred by CVFiber for legal action to enforce Contractor's indemnity obligations or other provisions of this Agreement. Upon Contract award, the Contractor will also be required to sign a separate Hold Harmless Agreement which shall contain language of equal or more broad scope as set out herein and a Non-Disclosure Agreement as part of the definitive agreement.

Contractor is responsible for all damages arising from its work, including but not limited to damages to property or livestock stemming from building materials and activities under all state and local laws and regulations. Contractor has a duty to remove all materials, trash and debris following completion of the SOW.

7.2 Additional Insured Endorsement

The Contractor shall cause the commercial liability coverage required by the Contract to include (1) CVFiber (to include its board, officers, directors and subsidiaries) its lender(s), and other parties as may be requested as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) CVFiber as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall provide an additional insured endorsement from the Contractor's General Liability Insurance naming CVFiber as additional insured under a policy that cannot be cancelled absent forty-five (45) days' notice to the additional insureds.

8. Retainage

10% of each invoice total value will be withheld as a retainer until the work is successfully completed and accepted by CVFiber and NRTC Broadband Solutions. This retainer will be paid after the fiber has been installed, inspected, tested, and approved by NRTC Broadband Solutions and CVFiber on a work packet by work packet basis.

9. Incurred Costs to Propose

CVFiber and its partners are not liable or responsible for any costs incurred by any Contractor in the preparation of proposals or related matters arising out of the same. All costs associated with responding to this RFP are incurred by the Contractor at its own cost.

10. Revisions to RFP

10.1. Errors and Omissions in a Contractor Proposal

A Contractor may revise a proposal on its own initiative at any time before the deadline for submission.

10.2. Errors and Omissions in the RFP

If a Contractor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the Contractor should immediately notify CVFiber of the error and request clarification of the RFP language. Should the RFP be amended, copies of the amended RFP will be provided to each selected Contractor receiving the RFP.

10.3. Objections to RFP Terms

Should a Contractor object on any ground to any provision or legal requirement set forth in this RFP, the Contractor must set forth with specificity the grounds for the objection, which is to be submitted as part of the Contractor's proposal. The failure of a Contractor to object in this manner shall constitute a complete and irrevocable waiver of such objection and the right to object. However, such objections may become a differentiating factor during the bid evaluation process.

10.4. Acceptance of RFP/Proposal

The contents of this RFP and the Contractor's proposal will become a portion of the contractual obligations and the definitive agreement if a contract award ensues. Failure of the Contractor to accept these obligations will result in cancellation of the award. CVFiber has final and complete discretion as to acceptance or non-acceptance of any proposal, for any reason.

i. No Waiver of RFP Provisions

No waiver by CVFiber of any provision of this RFP shall be implied from any failure by CVFiber to recognize or act on account of any failure by a Contractor to observe any provision of this RFP.

ii. Ownership and Disclosure of Proposals

Proposals submitted in response to this competitive procurement shall become the property of CVFiber. CVFiber will share all proposals with its internal staff and NRTC staff for the purposes of evaluating each proposal. All proposals received shall remain confidential, except for any information CVFiber is legally required to disclose. The Contractor must submit the revised proposal in the same manner as the original was submitted.

11. Contingencies

This RFP may not be considered as a Contract to purchase goods or services but is a Request for Proposal in accordance with the Terms and Conditions herein and will not necessarily give rise to a contract. However, RFP responses should be as detailed and complete as possible to facilitate the formation of a contract based on the RFP response(s) that are pursued, should CVFiber decide to do so. Contractors must submit a complete proposal package. Failure to do so will disqualify your RFP response submittal. Contractors must submit RFP responses by the due date and time as specified herein. Late proposals may not be accepted. Contractors will be considered nonresponsive if the above requirements are not submitted as requested.

12. Termination

12.1. Termination for Cause

CVFiber may terminate the whole or any part of the RFP or any agreement reached with a successful bidder, by written notice of default to Contractor, in any one of the following circumstances, which shall be expanded in the definitive agreement:

- ✓ If the Contractor fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by CVFiber;
- ✓ If the Contractor so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- ✓ If the Contractor fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective if the Contractor does not cure such failure within a period of ten (10) days after written notice of default by CVFiber;
- ✓ If the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for, or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof;
- ✓ Failure to follow federal, state, and local laws regarding safe work practices.

Upon termination, CVFiber may procure, upon such terms as it shall deem appropriate, services like those so terminated. The contractor shall continue performance of this Agreement to the extent not terminated.

12.2. Termination for Convenience

This RFP or any definitive agreement may be terminated by CVFiber for any reason or no reason, whether extended beyond the initial term, by giving the other party written notice thirty (30) days in advance. Contractor shall be paid for work performed through termination, as well as reasonable demobilization fees.

12.3. Force Majeure

In no event shall CVFiber be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that CVFiber shall use reasonable efforts which are consistent with accepted practices in the utility industry to resume performance as soon as possible. In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the utility industry to resume performance as soon as possible.

13. Attachments

1. State of Vermont Federal Terms Supplement
2. Standard State Provisions
3. RUS Cookbook with Bid Sheet
4. Staking Sheet
5. NRTC Safety Standards