



# Request for Proposal (RFP) 144 Count Fiber Optic Cable

## ***Important Dates***

*\*all times are COB*

***RFP Posted:*** October 9th, 2024

***Written Questions Due:*** October 16th, 2024

***Response to Questions Sent:*** October 18th, 2024

***Final Submission Due:*** October 25th, 2024

***Award Date:*** October 31st, 2024

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## Introduction

DVFiber is seeking qualified suppliers to obtain Outside Plant (OSP) and fiber optic network material resources to supply fiber for its network build. This RFP will cover the next section of the build. There will

be additional RFPs released at a later date detailing the material and equipment needs for further construction operation.

## Deliverables

This RFP is seeking pricing and lead times on the following:

- 120,000 linear feet of 144 Strand Loose-Tube, Single Mode, Gel Free, Outdoor Stranded, OSP Fiber Optic Cable

A total of up to 120,000 Feet of fiber optic cable in 20,000 foot reels will be needed.

Bidders should indicate the level of material they intended to provide. **At a minimum, bidders must provide: per item pricing, lead times, and ability to supply some portion immediately upon winning bid.**

## RFP Instructions and Procedures

Information provided to potential contractors/vendors is to be considered confidential and proprietary to DVFiber. Information relating to this RFP (including this document) or DVFiber organizational/business practices may be used solely for the purpose of preparing the proposal and is not authorized for release without written permission.

Biddeford Internet Corp, dba GWI is an independent telecommunications company contracted by DVFiber to manage this RFP process. Unless otherwise disclosed, GWI will act as the single point of contact for this process and will collaborate with DVFiber and participating bidders.

All submitted proposals are prepared at the bidder's expense and considered valid for three (3) months. DVFiber will not reimburse for any costs incurred during the RFP process.

DVFiber reserves the right to seek clarification, conduct interviews and make a decision based on the proposals received.

## Proposal Format

For consistency and ease of understanding, proposals should utilize a structure as defined below and can be in typical Material Quote and can be one to two pages:

1. Detailed pricing
2. Resource availability and expected timeframe to completion
3. Quantity of material ready to ship
4. Acknowledgment of meeting all state and RFP requirements

## Vendor Selection Criteria

As with all RFPs, DVFiber will use the information submitted by the bidder to make a decision that best achieves the organization's goals. Fulfillment of these goals is achieved by evaluating the proposals based on the following criteria:

1. Cost (70%)
2. Available resources and lead time (25%)
3. Quality and completeness of response (5%)

Though budget restrictions may weigh heavily in the decision making process, DVFiber reserves the right to select the best value, which may not be the lowest cost.

## Required Contract Provisions

Several provisions are required by the State of Vermont to be included in the final contract awarded to the winning bidder. These provisions are included in their entirety as **Exhibit 1**. Vendors must follow all required Vermont Standard Contracting Conditions and incorporate required conditions in the final contract.

## Bid Delivery Instructions

1. E-MAIL BIDS: E-mailed bids will be accepted via submission to [DVFiber-Requests@staff.gwi.net](mailto:DVFiber-Requests@staff.gwi.net). Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments may not be accepted. There is an attachment size limit of 25MB. It is the Bidder's responsibility to compress the PDF to meet this limitation.
2. FAX BIDS: Faxed bids will not be accepted.
3. U.S.Mail: Paper bids will not be accepted due to delivery delays and staffing related issues.

## **EXHIBIT 1**

### ***Standard State of Vermont Provisions for Contracts and Grants***

#### **Required SLFRF Contractor Identifying Information:**

Subrecipient UEI number: [contractor to provide]

Award number: State of Vermont Agreement # 02240-FY22-ACT71Const-04

#### **Contractor Full Contact Information:**

Firm Name and d/b/a: [contractor to provide]

Primary Contact Name: [contractor to provide]

Primary Contact Email: [contractor to provide]

Primary Contact Telephone: contractor to provide]

Primary Contact Mailing Address: [contractor to provide]

Period of performance start date:

Period of performance end date:

Payment Schedule: As per contract terms.

## **Notes on Attachments C through E**

1. DVFiber is required by the terms of a federal grant to include the provisions contained in Attachments C – E below in any contracts that utilize funds from the federal grant. The agreement to which these provisions are attached shall be funded substantially or entirely from the federal grant and, therefore, the provisions must be applied to this agreement.
2. If the contractor is required to include these requirements in any subcontract under this agreement, it is noted within the provision. If so noted, the contractor shall include such provisions in any subcontract hereunder.
3. Some provisions in Attachments C-E are repetitive or duplicative of other provisions in Attachments C-E. These are provided in multiple places on purpose to assure that this agreement is in compliance with both federal and State of Vermont guidance on the required provisions.
4. The State of Vermont is a third-party beneficiary to the provisions in Attachments C - E.
5. There are missing section numbers in Attachment C. The provisions that were not included in Attachment C are not applicable to this agreement.
6. In Attachment C, “Party” refers to the contractor.
7. Provisions in Attachment D where the title is underlined apply specifically to construction labor practices.
8. In the “Termination for Convenience” provision of Attachment D, the term “Agency” or the “State” can refer to the State of Vermont, any agency, department or political subdivision thereof, or DVFiber.
9. In addition to the note at the end of Attachment D that all construction contracts shall include all the provisions in Attachment D in a subcontract under this agreement, the Clean Air Act and Federal Water Pollution Control Act provisions shall be included in all subcontracts regardless of whether they are for construction or not.

[DVFiber Note: The State of Vermont requires the following standard provisions to be included in all contracts.]

**Attachment C:**

**STATE OF VERMONT STANDARD PROVISIONS FOR CONTRACTS AND GRANTS**

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party 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 Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party 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 Party 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 Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party 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. Party 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 Party under this Agreement.

**16. Taxes Due to the State:**

**A.** Party 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.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.

**C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

**D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party 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. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**20. No Gifts or Gratuities:** Party 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 during the term of this Agreement.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

*[DVFiber note: Attachment E, item 3, is a required certification of compliance for this provision #22.]*

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

*[DVFiber Note: The State of Vermont requires DVFiber to include the following Federal Terms in all contracts. For clarity, DVFiber has underlined the Section Headings of terms that apply specifically to construction labor practices.]*

**Attachment D:**

**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Construction)**  
**for all Contracts for Construction Using Federal Funds** (Revision date: July 28, 2022)

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule.
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other



employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed.

### **CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**(a) Overtime requirements.** No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

**(b) Violation; liability for unpaid wages; liquidated damages.** The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(c) Withholding for unpaid wages and liquidated damages.** The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

**(d) Payrolls and basic records.**

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

**(e) Subcontracts.** The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause

#### **DAVIS BACON ACT**

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

[DVFiber note: Attachment E, item 4, is a required certification of compliance related to this provision.]

#### **COPELAND ANTI-KICKBACK ACT**

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

### **CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must, at the State's direction, be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract, such as termination for default. If the contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### **TERMINATION FOR CONVENIENCE**

#### 1. General

- a. The Agency may, with thirty (30) days written notice to the Contractor, terminate the Contract or any portion thereof when such termination would be in the best interest of the Agency. Upon notification the contractor may be directed to immediately stop all work and incur no further costs under the contract.
- b. Any such termination shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- c. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- d. No compensation will be allowed for items eliminated from the Contract.
- e. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed

#### 2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

### 3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

### 4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

### **SUBCONTRACTS**

Contractor shall include all above provisions of this Attachment D in all subcontracts for work performed related to this contract.

**Attachment E:**  
**ADDITIONAL STATE AND FEDERAL PROVISIONS**

*[DVFiber note: The following state of Vermont provision 1 applies to all contracts. See also federal provision 2 below.]*

**1. State of Vermont Cybersecurity Requirements**

The State's Secretary of Digital Services issued SOV Cybersecurity Standard 19-01 February 19, 2019, and Directive 19-01 available on-line at

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

prohibiting or governing the use of certain products and services. Contractor hereby certifies that in connection with this Contract, none of the products or services listed below are included in or being used in a manner subject to the limitations provided under the Standard. Specific prohibitions include:

1. The acquisition or renewal of any contract or grant, or use for a new purpose of Kaspersky-branded products on all State of Vermont information systems, or any vendor system, is prohibited.

a. "Kaspersky-branded products" means information security products, solutions, and services supplied, directly or indirectly, by AO Kaspersky Lab or any of its predecessors, successors, parents, subsidiaries, or affiliates, including Kaspersky Lab North America, Kaspersky Lab, Inc., and Kaspersky Government Security Solutions, Inc. (collectively, "Kaspersky"), including those identified below.

b. Kaspersky-branded products currently known to ADS are: Kaspersky Anti-Virus; Kaspersky Internet Security; Kaspersky Total Security; Kaspersky Small Office Security; Kaspersky Anti Targeted Attack; Kaspersky Endpoint Security; Kaspersky Cloud Security (Enterprise); Kaspersky Cybersecurity Services; Kaspersky Private Security Network; and Kaspersky Embedded Systems Security.

2. The acquisition or renewal of any contract or grant, or use for a new purpose of equipment manufactured by the companies listed in paragraph 2.a that is supporting any State of Vermont information systems, or any vendor system, is prohibited.

a. Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. This includes equipment used to support any information technology, telecommunications, industrial control system, supervisory control and data acquisition system, systems used for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other security purposes, building infrastructure support, or video surveillance purpose.

3. The acquisition or renewal of any contract or grant, or use for a new purpose of equipment manufactured by any telecommunications, or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense has identified as an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country as provided under United States Public Law 115-232 is prohibited.

4. Any request for exception to this Standard will be considered on a case-by-case basis, submitted with a plan of action with milestones for transition away from the prohibited items, by the Secretary of

Digital Services after receiving a request, endorsed by the Secretary of the requesting State Agency and the Chief Information Security Officer, articulating the compelling justification for additional time to implement the requirements.

5. Nothing in this standard shall be construed to endorse or permit any current use of these technologies.

6. Internal point of contact for this Directive is Scott Carbee, State of Vermont Chief Information Security Officer, at [Scott.Carbee@Vermont.gov](mailto:Scott.Carbee@Vermont.gov).

*[DVFiber note: the following federal provision 2 describes the federal requirements that are included in the certification made in provision 1 of this Attachment E above.]*

**2. Prohibition on certain telecommunications and video surveillance services or equipment**  
**(2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and

organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

*[DVFiber note: The following federal provision applies to any contract having a contract value of \$25,000 or more. Such a contract is a "covered transaction" under the rules governing federal grants that are a source of funding for this project. In addition, any subcontract under this contract that has a contract value of \$25,000 or more is also a covered transaction. For all such covered transactions, this provision is a required certification of provision 22 of Attachment C, State of Vermont Standard Provisions.]*

### **3. Federal Collusion, Debarment, and Byrd Anti-Lobbying Certifications**

In executing the agreement to which this required provision is attached, Contractor's authorized signatory certifies under the penalties of perjury under the laws of the State of Vermont and the United States that: the person, firm, association, or corporation that is entering into the agreement for this covered transaction has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for this project.

I further certify under the penalties of perjury under the laws of the State of Vermont and the United States that said individual, partnership or corporation or any person associated therewith in any capacity:

(1) Is (are) not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Has (have) not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is (are) not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification;

(4) Has (have) not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Is (are) not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and



(6) Is (are) not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(7) Shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

8) Shall include the required language of this certification in all subcontracts over \$25,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I further certify on behalf of the person, firm, association, or corporation entering into this agreement that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

*[DVFiber Note: The following provision 4 applies specifically to construction labor practices. This is a certification of compliance with the Davis Bacon Act section of Attachment D, State of Vermont Federal Terms Supplement (Construction). The most recent Vermont State Construction Prevailing Wage Rate Schedule can be found at this link: <http://www.vtlmi.info/>.]*

#### **4. Required Certification for Infrastructure Projects**

In executing the agreement to which this required provision is attached, Contractor's authorized signatory certifies that all laborers and mechanics employed by Contractor and subcontractors engaged by Contractor in the performance of this contract are paid wages at rates not less than those

prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”).

If and only if Contractor is unable to provide this certification, contractor shall provide to DVFiber a quarterly project employment and local impact report as detailed below during the period in which Contractor performs construction work under this contract. The dates on which such quarterly reports shall be provided to DVFiber are February 28, May 31, August 31, November 30. Contractor shall maintain sufficient records to substantiate each such report.

Contractor further certifies that it shall require any subcontractor engaged to accomplish the performance of the work under this contract to provide this same certification or, if such certification is not provided, to provide the quarterly project employment and local impact report to Contractor on a schedule that will enable Contractor to compile this information across all subcontractors and to submit the compiled information to DVFiber.

Contractor further certifies that it shall require subcontractors to include these certification provisions in any lower tier subcontracts in connection with the work under this contract.

The quarterly project employment and local impact report shall include the following information:

- Contractor or Subcontractor firm name;
- The number of employees of contractors and sub-contractors that are working on the project and are reasonably categorized as laborers or mechanics;
- The number of such employees on the project hired directly and hired through a third party;
- The wages and benefits of these workers on the project by classification; and
- Which of those wages are at rates less than those prevailing as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

## **5. Domestic Preferences for Procurement (2 CFR § 200.322)**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

*[DVFiber note: Provision 6 below applies only to contracts in which the scope of work specifically includes access to and/or management of personally identifiable information of DVFiber customers.]*

#### **6. Protected Personally Identifiable Information (PII) and the Privacy Act**

In accordance with Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to “take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

## **EXHIBIT 2**

### ***Description of the DVFiber RFP Process***

The RFP is publicly issued, posted to this page (DVFiber.net), and announced on local news outlets and social media. Contractors will be actively solicited by DVFiber and/or the contracted project manager, as required to ensure sufficient response rates.

All phases of the RFP process will adhere to a strict timeline with clearly defined deadlines for each step. Unless otherwise noted in the RFP, all dates assume an ending timeframe of Close of Business (COB) for the date provided.

### Step 1 : Questions

The RFP will clearly identify a date by which potential bidders may ask questions about the RFP. The questions must be submitted to:

[DVFiber-Requests@staff.gwi.net](mailto:DVFiber-Requests@staff.gwi.net)

### Step 2: Responses to Questions

A written response to all questions is provided within the period specified in the RFP. Only bidders submitting questions will receive an individual response by email. The responses to the anonymized questions will include the questions asked and the answers. DVFiber reserves the right to modify the RFP to correct erroneous data identified during this process. Bidders are responsible for obtaining and responding to the most current RFP.

### Step 3: Final Submission

The RFP will clearly identify a date by which all bids are due, the "Final Submission" date. All completed bids must be received by this date. A confirmation of bid receipt will be provided to bidders within 24 business hours of receiving the complete bid. Bids received after this deadline may not be considered.

### Step 4: Vendor Selection (Award)

Due to the complexity of the material being requested, DVFiber may ask clarifying questions by email, phone or remote meeting. DVFiber will make reasonable efforts to complete this process in a timely manner, typically one week.

After selecting the winning bid, DVFiber will begin contract negotiations, which can take up to 30 days to complete. If terms are not reached, an alternative bid will be considered. Upon successful negotiations, terms of the contract will be available upon request, with confidential information redacted.