

**Request for Proposal  
for  
NEC Community Broadband  
Communications Union District  
Pole Inventory Services**

**Proposal Submission Deadline: August 13, 2021**

## **NEC Community Broadband Pole Inventory Services RFP**

NEK Community Broadband is issuing this Request for Proposals (“RFP”) to acquire Pole Inventory Services (“Services”) as a prelude to the make-ready, design, construction, and operation of a fiber-to-the-premises (“FTTP”), 100/100 Mbps, broadband network to its ten member communities that are within the Washington Electric Cooperative utility service territory. This includes their residents, businesses, and government agencies. Proposals from any commercial and non-commercial vendors are welcome. Those submitting a Proposal (“Vendor”) shall do so in accordance with this RFP.

### **I. Introduction**

NEK Community Broadband is a Communications Union District (CUD), a municipal organization established in May, 2020. NEK Community Broadband is comprised of 48 communities in the Northeast Kingdom with approximately 2800 miles of planned fiber construction, excluding the mileage within communities in the Washington Electric Cooperative Service Territory. Most of the NEK Community Broadband District already has pole data provided by Vermont Electric Cooperative, Green Mountain Power and all but two of the municipal electric utilities.

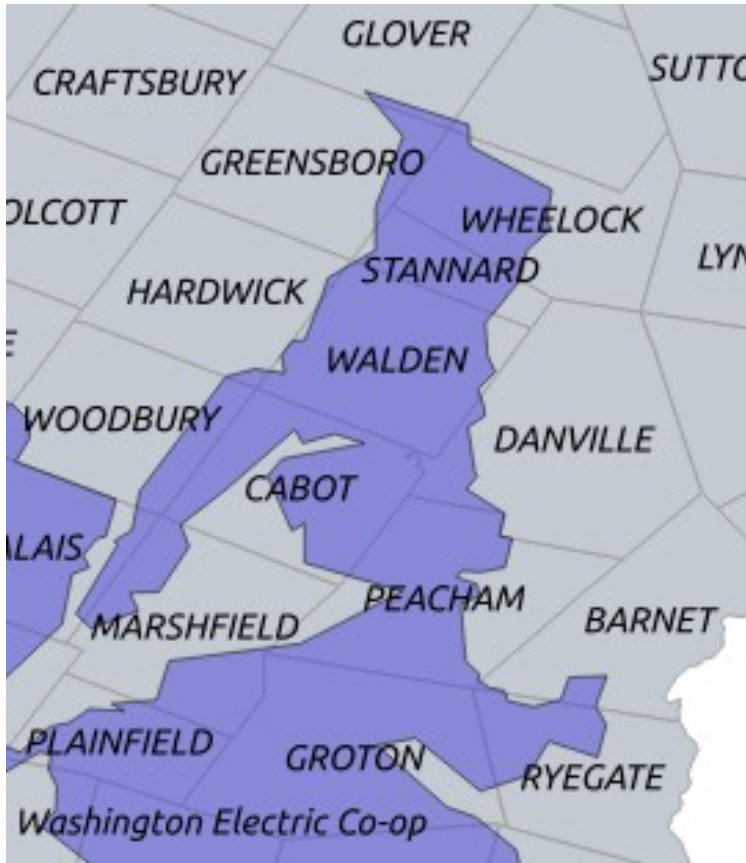
Washington Electric Cooperative has agreed to construct a fiber network within the boundaries of its service territory to enable utility related services with its members while at the same time provide favorable leases to the Community Union Districts to encourage broadband expansion. This network design and construction requires coordination with two other Community Union Districts which means that the data inventory will need to be done ahead of other areas in the NEK Community Broadband Union District.

The pole inventory will cover an estimated 174 span miles with approximately 5220 poles within the WEC territory in the following Vermont towns;

- Greensboro
- Wheelock
- Stannard
- Walden
- Cabot
- Peacham

- Ryegate
- Groton
- Barnet
- Danville

The following map shows the WEC territory in these towns:



## 2. RFP Instructions and Procedures

A) *Submissions* - Proposal must be received via email at [rfps@nekbroadband.org](mailto:rfps@nekbroadband.org). For consideration for initial work under a contract Vendors must respond to this RFP no later than 5:00 PM ET on August 13, 2021. All proposals shall remain confidential and become the property of NEK Community Broadband.

B) *Questions and Inquiries* - Any questions or inquiries regarding this RFP must be submitted in writing to NEK Community Broadband – [rfps@nekbroadband.org](mailto:rfps@nekbroadband.org). The deadline for submitting questions is July 16, seven days after the announcement of this RFP. Responses to all questions and

inquiries shall be emailed to all who submitted questions/inquiries and posted on nekbroadband.org within three business days of the deadline for submitting questions. The source of the questions/inquiries will not be identified. Other than such inquiries, Vendors are prohibited from contacting any person or institution involved in the selection process concerning this RFP.

C) *Addenda and updates* - Any addenda and updates to this RFP shall be posted at nekbroadband.org. Each Vendor is responsible for checking the website prior to submission of any Proposal to ensure that it has complied with all addenda and updates to this RFP.

D) *Cancellation and/or rejection* - NEK Community Broadband reserves the right to cancel this RFP, in whole or in part, at any time. NEK Community Broadband may reject any or all Proposals received in response to this RFP in its sole discretion. NEK Community Broadband makes no guarantee or commitment to purchase, license or procure any goods or services resulting from this RFP.

E) *Costs and Expenses* - Each Vendor is responsible for its own costs and expenses involved in the preparation and submission of its Proposal, and any supplemental information requested by NEK Community Broadband shall not reimburse any such costs or expenses.

F) *State of Vermont Grant Conditions* - State of Vermont funds will be used to support this work. Vendors must follow any applicable Vermont Standard Contracting Conditions (VSCCs) attached to these funds. Any state conditions associated with funding that NEK Community Broadband receives will become part of the contract terms and conditions.

G) *Notification* - NEK Community Broadband will notify Vendor of their selection for negotiation to become the contractor under the provisions of an Agreement to be negotiated after selection. NEK Community Broadband will attempt to make its selection within fourteen days of receipt of final proposals, but shall have full discretion to make its decision earlier or later.

H) *Public Information* – NEK Community Broadband is a municipal organization that must conduct its business subject to existing laws and regulations. Accordingly, the following principles will apply to the Proposal, negotiations, final Agreement and Work Order(s): The names of all Vendors submitting Proposals may be announced publicly, but the Proposals and individual negotiations with Vendors will not be made public. Any Agreement and Work Order negotiated with a Vendor, excluding business confidential material as agreed to by the Parties, will be made public after execution.

I) *Intellectual Property Rights* - All work performed shall be “work for hire” and shall be owned exclusively by NEK Community Broadband and the Vendor shall not obtain or retain any rights or licenses from any work produced under the Agreement or Work Order, unless otherwise agreed to by the parties in writing. This includes all data obtained in fulfillment of service performance. Nor shall

the Vendor provide the data to a third party in any form (digital, hard copy, etc.) or format except as permitted by NEK Community Broadband in writing.

### **3. Selection Criteria**

This RFP is designed to enable NEK Community Broadband to determine which Vendor will best satisfy the organization's requirements and ability to enter into a satisfactory Agreement. NEK Community Broadband reserves the right to select the best value for the performance of the Services, which may not be the lowest price bidder.

Each Vendor will be evaluated against the same set of criteria, which shall include:

1. Experience, key personnel, and references
2. Methodology, completeness and quality of response.
3. Proposed data, data format, and exclusions.
4. Price and basis for price.
5. Schedule.
6. Acceptance of terms and conditions.

### **4. Proposal Format**

1. Proposals shall be submitted using the following format:
  - A) Table of Contents
  - B) Executive Summary
  - C) Company name, address, point of contact with email and phone number
  - D) Experience, Qualifications and Accomplishments
  - E) Key Personnel
  - F) References with email and phone number
  - G) Price, with breakdown and assumptions, for Services
2. Vendor shall show the basis on which prices were determined for the Services, e.g., cost per pole, cost per mile, etc.
3. Vendor shall outline the steps and time to complete the schedule.
4. Proposed subcontractor information (if any)
5. Assumptions and exclusions
6. Miscellaneous information

7. Relationships and conflicts of interest (if any) - 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 NEK Community Broadband, or members of its Board. Coincident with the execution of an Agreement. Vendor shall be required to execute a Conflict of Interest form stating that the Vendor is unaware of any conflict it, and any of its approved subcontractors, may have.
8. Resumes of key personnel

## **5. Required Contract Provisions**

The following provisions will be required by the state of Vermont and shall be included in the Agreement awarded to the selected contractor, if NEK Community Broadband receives State funds in support of Pole Inventory Services. [Note: "Party" includes "Vendor".]

- A) 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.
- B) Whistle-blower 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.
- C) 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.
- D) Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Sub-chapter 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.

E) Taxes Due to the State:

1. 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.
2. 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.
3. 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.
4. 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. Payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
5. 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.
6. 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.
7. 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.

F) 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, they:

1. are not under any obligation to pay child support; or
2. are under such an obligation and is in good standing with respect to that obligation; or

3. have agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.
  4. 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.
- G) 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
- H) 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>
- I) 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.
- J) Requirements Pertaining Only to State-Funded Grants: 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.

(End of Standard Provisions)

## **6. Statement of Work**

It is anticipated that the span-miles will be one hundred and seventy-four (174) miles. The actual specific route will be identified in the Work Order. For this proposal submission, assume:

- Service route of 174 miles
- 5220 poles, 65% on roadway (3400)



Bidder should supply all costs by task. All data collected will be the property of NEK Community Broadband.

At the time of Work Order award NEK Community Broadband will designate the database system(s) into which all data shall be entered/uploaded.

All work shall:

1. Be conducted according to the VT Utility Pole Data Standard v.1 (Attachment I),
2. Be accomplished with a GPS data collection device with sub-meter accuracy, such as IKE, Drone, LIDar or similar system, and
3. Include the attributes as described in the VT Utility Pole Data Standard v.1 in the pole inventory database.
4. The following attributes shall be collected in addition to the attributes in the VT Utility Pole Data Standards.
  1. MRWKEST Make Ready work estimate (None, Light, Medium, Heavy)
  2. ONOFFROAD On/Off Roadway (On or Off)
  3. RISERSDEST - Risers Destination (premise, pole)
  4. ATXING - At Crossing (Road, Freeway, Rail, Bridge. Default: No)
  5. Pole images (images of tags, pole condition, special circumstances)
    1. PHOTOTAG1 ... PHOTOTAGn
    2. PHOTOPOLE1 ... PHOTOPOLEn
    3. PHOTOSPECIAL1 ... PHOTOSPECIALn

**Attachment 1 – VT Utility Pole Data Standard V.1**

# VT Utility Pole Data Standard

Version 1.0

Adopted December 9<sup>th</sup>, 2020

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## Version History

Date	Notes
December 9, 2020	Version 1.0 – Approved by Enterprise GIS Consortium

## Process

### Statutory Authority and Data Standard Adoption

The Vermont Center for Geographic Information (VCGI) has the [statutory authority](#) to craft and adopt Vermont GIS standards and guidelines. The State's Enterprise GIS Consortium (EGC) has been established as the organization responsible for reviewing and approving Vermont GIS standards crafted by VCGI (in collaboration with the Vermont GIS Community). The standard will be adopted according to the EGC [Procedure](#).

### Development and Review of the Standard

The initial draft of the Standard was developed by the Vermont Department of Public Service, based on the Green Mountain Power dataset and input from Vermont Communications Union Districts (CUD)ss on additional fields that should be incorporated. VCGI provided technical assistance. A draft of the document was provided to Vermont utility pole owners before the document was submitted to the EGC for adoption.

Version 0.1.d6 was circulated for public comments on October 15, 2020. Version 1.0 was issued December 4, 2020, including changes recommended by comments.

## Purpose

The purpose of the Standard is to foster a uniform system for pole information. It is designed for all utilities and telecom organizations to effectively plan and manage their infrastructure over time. The Standard identifies the type and form of information about utility poles that are most useful. This can be used to guide decisions about what information to collect and maintain on these assets.

### Applicability

This Standard is for use by all of Vermont's pole-owning utilities and telecom organizations and their consultants or contractors.

### Maintenance

The Vermont Department of Public Service is the steward for the Standard. Individual pole owners are responsible for the datasets related to poles they own.

### Adoption

Nothing in this Standard requires its adoption, either in whole or in part, by any entity, including pole owners or other users.

## Specification

### Data Format

Data should be stored and shared in file geodatabase (fgdbs) or GeoPackage (gpkg) format.

## VT Utility Pole Data Standard

### Spatial Reference

When data is shared, Vermont State Plane Coordinate System (NAD1983, meters) is the preferred spatial reference. All datasets must set spatial-reference properties (e.g., shapefiles have .prj files). If vertical measurements are included, employ Vertical Coordinate System NAD\_1983, include GEOID and Vertical Datum in the projection, and where MSL is employed, use LLT, HT, and LT.

### Precision

The precision of the location measurements should be presented in the optional COLLECTDEV and DEVPREC fields if this information is available. The table below relates the precision and associated appropriate decimal places for decimal degree coordinates for different collection devices. If these fields are not populated, the precision should be assumed to be the least precise level in this table.

Collection device	Precision	Decimal places
Survey-grade specialized GPS	<1m	x.xxxxxx (6 places)
GIS-grade commercial GPS	1m	x.xxxxx (5 places)
Smartphone	10m	x.xxxx (4 places)

### Geometry Type

Point Shapefile.

### Dataset Naming

Naming convention to be used when exchanging data: Utility\_<Utility Name>\_Poles\_point  
For example: Utility\_GMP\_Poles\_point.shp

### Metadata

Information about the layer should be included in an accompanying readme.txt file (or in the Shapefile Description), on accord with the VT GIS Metadata Standard, including these items:

- Title:
- Abstract: (link/refer to standard here) ...anecdotes, other helpful info...
- Data-Revision Date:
- Point of Contact:
- Topic: utilitiesCommunication
- Metadata Date:
- Level of adoption: if adopted in part, describe how it deviates from the standard

### Attachments

The presence of hardware or line attachments on a pole should be indicated by Y/N in the appropriate fields. If specific information about attachments is compiled, it should be stored in a separate Attachments dataset. This data should be stored separately as it may contain confidential information. This table should use an appropriate key so that it can be joined to the feature class. The table should employ the naming convention: TABLE\_<Utility Name>\_Poles\_Attachments. The table should be saved as a separate table in the geodatabase or GeoPackage. Pole owners should refrain from publishing the ATTACHTP field until January 2022.

## VT Utility Pole Data Standard

### Key

The TAG field should relate a unique identification number for each pole, as such there should be no duplicates for this field so it can be employed as a key for joining other tables. Where the tag number is not available, the entry should be NT followed by two digits.

### Fields

Field	Data Type	Description
Latitude	Double	Coordinate
Longitude	Double	Coordinate
OBJECTID	Object ID	Sequential
CREATIONUR	String	The user or designer who created the facility
DATECREATE	Date	The date that the facility was created
DATEMOD	Date	The date that the facility was last modified
LASTUSER	String	The last user or designer to modify the facility
POLETAG	Text	Unique code assigned by pole owner
LOCATIONID	Text	Unique code assigned by pole owner
OWNER	Text	Pole owner Acronym
POLEHEIGHT	Long Integer	Height above ground level in decimal feet
CLASS	Text	Pole class
POEMAT	Text	Pole Material
INSTALLDAT	Date	Installation date mm/dd/yyyy
COLLECTDEV	Short Integer	1,2,3
DEVPREC	Short Integer	1,2,3
POLEUSE	Text	Pole Use
MAINTENANC	Text	Utility responsible for service
TELROUTE	Text	Unique code assigned by pole owner
TELPOLE	Text	Unique code assigned by pole owner
JCTPOLE	Text	Y/N (Is Pole a Junction) (Default N)
SHAPE	Geometry	Table Mandatory
TRANSFRMR	text	Y/N
TRANSEXESS	Text	Y/N (Is there extra loop cable hanging)
GUYS	text	Pole to pole, Down, or N
ANCHORNEED	text	Y/N
HDWRATTACH	text	Y/N (cable amplifier, DSLAM, etc.)
RISERS	text	Y/N
CUSTDROPS	short integer	Quantity
TPTATTACH	text	Y/N (Third-party, other than ILEC)

## Attachments Table

POLEKEY	Text	Field to match in feature class (POLETAG)	
ATTACHID	Text	Unique Identifier	
ATTACHDT	Date	Date of Attachment	
ATTACHTP	Text	Telephone, Cable, Fiber, Other,	
HASBOND	Text	Y/N	
ATTACHHT	Double	Height of Attachment, Above ground level, in decimal feet	
DISTTOELEC	Double	Distance, in decimal feet, from the top attachment to the bottom of the electric safety space	
Photograph*			

\*Saved separately in file geodatabase



## References & Appendices

These tables are for acronym-translation reference.

### OWNER field

Pole Owner	Acronym
Village of Barton Electric Department	Barton
Burlington Electric Department	BED
Village of Enosburg Falls Water & Light Department Inc.	Enosburg
Green Mountain Power	GMP
Hardwick Electric Department	Hardwick
Village of Hyde Park Electric Department	Hyde Park
Village of Jacksonville Electric Company, Inc.	Jacksonville
Village of Johnson Water & Light Department	Johnson
Village of Ludlow Electric Light Department	Ludlow
Village of Lyndonville Electric Department	Lyndonville
Morrisville Water & Light Department	Morrisville
Town of Northfield Electric Department	Northfield
Village of Orleans Electric Department	Orleans
Stowe Electric Department	Stowe
Village of Swanton Electric Department	Swanton
Vermont Electric Co-op	VEC
Washington Electric Co-op	WEC
Vermont Electric Power Company	VELCO
Consolidated Communications	CCI
Vermont Telephone Company	VTel
Waitsfield and Champlain Valley Telecom	WCVT
Ludlow, Perkinsville, Northfield	TDS
Franklin Telephone	Franklin
Topsham Telephone	Topsham
Shoreham Telephone	Shoreham

## VT Utility Pole Data Standard

### CLASS field

The Pole Class field specifies the classification of the pole as defined in the American National Standards Institute O5 specification.

Class	Description
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
H1	H1
H2	H2
H3	H3
H4	H4
H5	H5
H6	H6
MEY	Meyers
UNK	Unknown

### POLEMAT field

Pole Material	Description
AL	Aluminum
F	Fiberglass
L	Laminate
S	Steel
W	Wood

### POLEUSE field

Pole Use	Description
DIST	Distribution
FO	Fiber Only
MB	Meter Board
ORN	Ornamental Pole
SEC	Secondary Pole
STUB	Stub-pole
TRANS	Transmission Only
UNDER	Underbuilt
PB	Push-Brace
MA	Marker Only

**VT Utility Pole Data Standard**

**COLLECTDEV field**

Class	Description
1	Survey Grade
2	GIS Grade
3	Smartphone

**DEVPREC field**

Class	Description
1	Less than 1 meter
2	1 meter
3	10 meter