



Agency of Administration/Department of Buildings and General Services  
Office of Purchasing & Contracting  
133 State Street, 5<sup>th</sup> Floor | Montpelier VT 05633-8000  
802-828-2211 phone  
<http://bgs.vermont.gov/purchasing>

## SEALED BID REQUEST FOR PROPOSAL

### 2024 Voice and Data Cabling and Network Services Statewide

|                      |                              |
|----------------------|------------------------------|
| ISSUE DATE           | April 25, 2024               |
| QUESTIONS DUE        | May 2, 2024 – 4:30 PM (EST)  |
| RFP RESPONSES DUE BY | May 15, 2024 – 4:30 PM (EST) |

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

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: Kevin Cooke, State Purchasing Agent II  
E-MAIL: [SOV.ThePathForward@vermont.gov](mailto:SOV.ThePathForward@vermont.gov)

#### 1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide 2024 Voice and Data Cabling and Network Services Statewide.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of two (2) years with an option to renew for up to three additional twelve-month periods. The State anticipates the start date for such contract(s) will be June 1, 2024.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

- 1.4. **BIDDERS' CONFERENCE:** A bidders' conference will not be held for this RFP.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Modifications from any other source are not to be considered.

## 2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. The State of Vermont is interested in obtaining bids to meet the following business need(s): The State is seeking qualified contractors that can provide low voltage cabling including but not limited to Voice and Data and Security, as well as retaliated services to cabling. Bidders may bid on the Data cabling, security cabling or both.

### 2.2. Voice and Data Cabling

- 2.2.1. The Agency of Digital Services Telecom section coordinates telecommunications, networking installation and maintenance services for all State Agencies in the Legislative, Executive and Judicial branches including Boards and Commissions. In addition to daily operations, the Telecom section handles a variety of cabling projects with varying scopes of work for the user (Agencies) community. The cabling and installation and maintenance contracts that will be entered into are intended to meet the needs of the State.
- 2.2.2. Work must be conducted by experienced voice, data and video cable installers or journeyman electricians who are qualified to do such work and normally engaged in this type of work and of sufficient number to perform the required services efficiently and in a manner satisfactory to the Contract Coordinator. A list of typical equipment and sample configurations are included in this RFP to provide a methodology for the vendor to outline the cost of services and equipment. Equipment prices required for specific projects not described in the sample configurations must be provided on request. The vendor will be responsible to provide all required equipment, components, parts and pieces delivered to the project site and ready for installation unless otherwise specified by the ADS, or the end customer. Equipment cost is considered part of the overall bid for specific projects where applicable and may influence the award of projects per the description below. Ortronics termination hardware is preferred for workstation voice/data outlets and patch panels. The vendor must agree to adhere to the attached Information Transport System Infrastructure Standard.
- 2.2.3. All work performed under this contract will be planned and scheduled by the Site Contact listed on the work order and/or the State Telecommunication staff. The Site Contact will work closely with ADS Telecommunications, the contractor and the department end users requiring services. Normally all work will be performed Monday through Friday during normal working hours (7:45am-4:30pm) but an occasion may arise which would require work to be performed after normal working hours or on Saturday, Sunday or Holidays.
- 2.2.4. **INVOICING:** All invoices for Voice and Data cabling are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the address listed on the purchase order.

### 2.3. Building Security Systems

The Department of Buildings and General Services (BGS), Safety and Security Division, coordinates the installation and maintenance of CCTV, card access systems and intrusion detection systems for all BGS owned, leased and other State buildings throughout the State.

- 2.3.1. **ON SITE RESPONSE TIMES FOR REPAIR SERVICES:** Contractor must respond to a major system failure (defined as total system or twenty-one (21) percent or more of the security system is out of

service affecting end user operations) within 4 hours. Major repairs must be completed by the close of business on the first business day following the trouble report to the Contractor.

2.3.1.1. Contractor must respond to a minor system failure (defined as one device or up to 20 percent of the security system is out of service affecting end user operations) within 24 hours. Minor repairs must be completed by the close of business on the second business day following the trouble report to the Contractor.

2.3.1.2. Failure to meet the above standards without good cause may result in the revocation of contract.

2.3.2. Installation and maintenance shall be provided throughout the state of Vermont. The contractor is expected to be available for emergency service 24hrs a day, 7 days a week and weekend days 7:30am to 4:30pm for installations.

2.3.3. Cable type for the card access system shall be YELLOW (plenum rated), Carol Brand card access composite cable shall be used unless otherwise specified by the State. Grey Panduit shall be used in all card access cabinets.

2.3.4. For CCTV, card access and Intrusion detection systems the Contractor must have experience with the following systems: Axis & Samsung CCTV products, Milestone & Exacqvision hardware/software products; Honeywell/Alarmnet intrusion products; Honeywell/Prowatch Card Access hardware/software products; Aiphone security products and expertise in security standards and best practices.

2.3.5. Contactors working on electric door locks/strikes must have a Type-S journeyman electrician license.

2.3.6. The contract is generally described as the ability to be assigned and complete work orders for installation and maintenance for CCTV, card access and Intrusion detection systems within State facilities. Work orders performed under this type of contract will be awarded at the sole discretion of BGS to any vendor awarded this type of contract that is best able to meet the time schedule of the end customer in need of the service at the agreed upon rate(s) as established in the contract. Where two or more vendors may be able to meet the same time schedule, then cost may become the determining factor.

2.3.7. **INVOICING:** All invoices for Building Security Systems are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the address listed on the purchase order.

### 3. GENERAL REQUIREMENTS:

3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a

BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

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

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

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

3.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.5.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

3.6. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

3.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

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

3.8.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.8.4. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

3.8.5. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

4.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

4.1.1. **Disclosure under Public Records Act.** All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.

4.1.2. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

4.1.3. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

4.2. The bid should include a Cover Letter and Technical Response and Price Schedule.

#### 4.3. COVER LETTER:

4.3.1. Exceptions to Contract Terms and Conditions. The State will not consider exceptions to contract terms and conditions included with this RFP.

#### 4.4. TECHNICAL RESPONSE. In response to this RFP, a Bidder shall:

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

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

4.4.2.1. Identify all current or past State projects.

4.4.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.4.2 above.

4.5. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

4.6. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.7. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.8. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

#### 5. SUBMISSION INSTRUCTIONS:

5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

5.2. **STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.**

5.2.1. State office buildings may be locked or otherwise closed to the public. If this RFP permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

#### 5.3. BID DELIVERY INSTRUCTIONS:

5.3.1. ELECTRONIC: Electronic bids will be accepted.

5.3.1.1. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to [SOV.ThePathForward@vermont.gov](mailto:SOV.ThePathForward@vermont.gov). 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 will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

5.3.1.2. FAX BIDS: Faxed bids will not be accepted.

5.3.1.3. PAPER BIDS: Paper format bids will not be accepted.

**6. BID SUBMISSION CHECKLIST:**

- ✓ Required Number of Copies
- ✓ Cover Letter
- ✓ Technical Response
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

**7. ATTACHMENTS:**

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

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

7.5. State of Vermont Federal Terms Supplement

**CERTIFICATE OF COMPLIANCE**

**For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

| Summary of Detailed Information | Date of Notification | Outcome |
|---------------------------------|----------------------|---------|
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |
|                                 |                      |         |

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors’ subcontractors, together with the identity of those subcontractors’ workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.



D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
- Energy Star® Certification
  - LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
  - Other internationally recognized building certification:

- 
2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

- 
3. Please Check all that apply:
- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
  - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
  - Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
  - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
  - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
  - Bidder offers employees an option for a fossil fuel divestment retirement account.
  - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

- 
4. Please list any additional practices that promote clean energy and take action to address climate change:
- 
- 
-

**E. Executive Order 02 – 22: Solidarity with the Ukrainian People**

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

| Provided<br>Equipment or<br>Product | Note or Comment |
|-------------------------------------|-----------------|
|                                     |                 |
|                                     |                 |
|                                     |                 |
|                                     |                 |
|                                     |                 |

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

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

**END OF CERTIFICATE OF COMPLIANCE**

**PRICE SCHEDULE**

**A. Hourly Labor Rates:**

| Service Category/Title of Positions | Hourly Rate |
|-------------------------------------|-------------|
|                                     | \$          |
|                                     | \$          |
|                                     | \$          |
|                                     | \$          |
|                                     | \$          |
|                                     | \$          |
|                                     | \$          |
|                                     | \$          |

**B. This contract can be extended up to three (3) additional 12-month period with mutual agreement between both parties:**

Optional Year 1 Increase: Not to Exceed \_\_\_\_\_ %

Optional Year 2 Increase: Not to Exceed \_\_\_\_\_ %

Optional Year 3 Increase: Not to Exceed \_\_\_\_\_ %

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_



**State of Vermont  
Agency of Digital Services  
Telecommunications Section**

**Information Transport System Infrastructure Standard**

Revised 24 April 2024

- All Voice and Data communications installation and repairs must be ordered through the Agency of Digital Services Telecommunications Section. ADS will ensure that the State Wiring Standards are followed and insure coordination within the Department. All State Agencies and Departments must direct cabling requests to ADS Telecommunications Section.
- Backbone networks for voice and data (including CAT 6, CAT-5E and fiber optics) will be designed and installed according to National Standards including ANSI TIA/EIA 568 and BICSI, so building infrastructure will meet the needs any state tenant that might move into the space.
- Cabling Contractors are to accept cabling requests only from the ADS Telecommunications Section.
- **INSTALLATION REQUIREMENTS**
  - All new data communications cabling systems installations including VoIP Locations will utilize CAT-5E or CAT 6 components. Terminations will be in 24 or 48 port patch panels depending on project requirements and the 4-pair CAT-5E and CAT 6 data communications cable will be green.
  - Cabling system installations and components shall conform to all applicable ANSI TIA/EIA 568 & BICSI standards. The pin-out for all 8 position terminations shall utilize the T568B configuration.
  - Multi-mode Fiber Optic cable shall be used where distances and bandwidth requirements dictate. This is normally any distance beyond 100 meters or any connection between buildings with different power sources. The state is transitioning from using 62.5 micron to 50 micron fiber optic cable. It is imperative that this be discussed on each order.
  - A minimum of six strand multimode fiber-optic cables terminated in locked metal distribution boxes shall be used in all installations. Strands shall be terminated with type of connectors in the work order. The choice of loose or tight tube buffered cable and the type of jacket shall be based on the environment in which the cable is to be installed.
  - Single-mode Fiber Optic cable shall be used where distances and bandwidth requirements dictate. This is normally any distance beyond 500 meters or any connection between buildings with different power sources.
  - A minimum of six strand single-mode fiber-optic cables terminated in locked metal distribution boxes shall be used in all installations. Strands shall be terminated with the connectors specified in the work order. The choice of loose or tight tube buffered cable and the type of jacket shall be based on the environment in which the cable is to be installed.
  - All cable, UTP or fiber-optic cable shall meet building codes for Plenum environment, riser, or horizontal use.
  - All cable should be installed, fastened and/or wrapped with the minimum bend radius and minimum jacket removal for CAT5E cabling as well as appear neat and orderly. Installation best practices should be followed in order to avoid bad test results or ambient noise. Best practices include but

are not limited to, routing cables through available cable trays and raceways and never resting on ceiling tiles or attached to ceiling tile hangers.

- All cable runs shall be clearly labeled on each end of the cable, on the patch panel and on the outlet as required by all applicable EIA/TIA standards.

- **STANDARD CONFIGURATION**

It is recommended that a minimum of two (2) data outlets be provided at every workstation. Modular outlet systems shall be used.

- **TESTING and DOCUMENTATION REQUIREMENTS**

Testing and As Built documentation will be provided on CD-ROM. The following test results will be delivered to the ADS Telecommunications Section within two weeks of work completion.

- Provide certificate of accuracy and/or recalibration report from all equipment used to perform the cable tests.
- Perform full electronic testing on all cables with cable scanner reporting the results for the following:
  - Signal to Noise Ratio
  - NEXT, FEXT, ELFEXT, PSELFEXT
  - Ambient Noise
  - Cable Length
  - Wire Map
  - Date of Test
- All CAT-5E installations will be tested to meet the 100Mbps standards
- All CAT 6 installations will be certified to meet the Gigabit Standards
- All multi-mode fiber installations (horizontal and backbone links) will test link attenuation and optical loss on each fiber bi-directionally at 850 nm and 1300 nm. ADS will confirm test results fall within the acceptance range based on current TIA/EIA requirements, distance metrics and other requirements.

As-built drawing package will be delivered to the ADS Telecommunications Section within two weeks of work completion and will include:

- Copy of or original floorplan with actual location of all modular jacks (station) with identification or numbers clearly labeled.
- Copy of all change orders or requests executed during the project which impacted the floorplan or cable routes original specifications.
- Identification of cable routes, backboard design and the use/type of firestop used in horizontal and vertical pathways if included in the design.

- **CERTIFICATION and WARRANTY REQUIREMENTS**

- The manufacturer of the termination hardware utilized shall train installers. Contractors shall provide a letter of support and warrantee documentation from the manufacturer on the cabling termination hardware used.
- Installers will provide ADS with primary and secondary manufacturer's certificates and product warranties for all cable plant components utilized during projects. State of Vermont current cable plant system utilizes Ortronics hardware.

- BUILDING CONSIDERATIONS

- Telecommunications Closets should be provided on each floor of a building. Closets should be stacked one directly above the other in multi-floor buildings. A minimum of two 4-inch sleeves must be provided vertically between each closet. Additional sleeves may be required at the discretion of the ADS Telecommunications Manager.
- Telecommunications Closets should be centrally located in the building to minimize distance of all horizontal cable runs.
- Telecommunications Closets must be adequately ventilated for all equipment that might be located within. Depending on location and configuration these closets might contain ISDN Power Supplies, UPSs (Uninterrupted Power Sources), Firewalls, Routers, Ethernet Switches, and Local Area Network Servers.
- Adequate lighting, shelving, and individual A/C power outlets must be provided.
- Adequate backboard and or floor space for racks must be provided for mounting telecommunications terminal blocks and Data Communications Patch Panels on the wall or in racks. Backboards will be ¾ inch plywood painted with gray or white fire-retardant paint.
- The Division of State Buildings and the ADS Telecommunications Section will meet with the architect to determine the size and requirements of the telecommunications closets. The Local Telephone Company must be consulted on cable entrance and termination.
- Provide quad outlets at phone jack locations with data connections.
- 01 41 13 Codes
  - 1) Buildings shall comply with the current codes:
    - a. Vermont Fire and Building Safety Code - latest accepted version,
    - b. International Energy Conservation Code (IECC) - latest accepted version, and
    - c. National Fire Protection Association (NFPA).
  - 2) Information on all State codes is available on the Department of Public Safety, Division of Fire Safety web page at: <http://firesafety.vermont.gov/buildingcode>.
  - 3) All necessary permits shall be in place prior to construction.

Standard termination drops shall consist of one (1) inch conduit, a four square box, and a single gang mud ring, unless modular furniture is being utilized. Conduit requirements will be dependent on the number of cubicles requested/designed for modular configurations.

**SUBCONTRACTOR REPORTING FORM**

**This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.**

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

| Subcontractor | Insured By |  | Subcontractor's Sub | Insured By |
|---------------|------------|--|---------------------|------------|
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |
|               |            |  |                     |            |

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to:      Office of Purchasing & Contracting  
    133 State Street, 5<sup>th</sup> Floor  
    Montpelier, VT 05633-8000

## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called "State"), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called "Contractor"). Contractor's form of business organization is [REDACTED]. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of [REDACTED]. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor's performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

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

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

**Attachment D - Other Provisions**

**Additional attachments may be lettered as necessary**

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

**(2) Attachment D**

(3) Attachment C (Standard Contract Provisions for Contracts and Grants)

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

(5) Attachment A



(6) Attachment B

List other attachments, if any, in order of precedence

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A – STATEMENT OF WORK

### 1. SCOPE OF WORK: Voice and Data Cabling and Network Services Statewide

#### 1.1. Voice and Data Cabling

- 1.1.1. Work shall be conducted by experienced voice, data and video cable installers or journeyman electricians who are qualified to do such work and normally engaged in this type of work and of sufficient number to perform the required services efficiently and in a manner satisfactory to the Contract Coordinator. For CAT6 And Fiber installations the installer shall be certified to install such cabling. The contractor shall be responsible to provide all required equipment, components, parts and pieces delivered to the project site and ready for installation unless otherwise specified by the Agency of Digital Services (ADS), or the end customer. The contractor shall agree to adhere to the Information Transport System Infrastructure Standard.
- 1.1.2. All work performed under this contract shall be planned and scheduled by the Site Contact listed on the work order and/or the State Telecommunication staff. The Site Contact shall work closely with ADS-Telecommunications, the contractor and the department end users requiring services. All work shall be performed Monday through Friday during normal working hours (7:45am-4:30pm) unless an occasion may arise which would require work to be performed after normal working hours or on Saturday, Sunday or Holidays

#### 1.2. Building Security Systems

The Department of Buildings and General Services (BGS), Safety and Security Division, coordinates the installation and maintenance of CCTV, card access systems and intrusion detection systems for all BGS owned, leased and other State buildings throughout the State.

- 1.2.1. ON SITE RESPONSE TIMES FOR REPAIR SERVICES: Contractor shall respond to a major system failure (defined as total system or twenty-one (21) percent or more of the security system is out of service affecting end user operations) within 4 hours. Major repairs shall be completed by the close of business on the first business day following the trouble report to the Contractor.
  - 1.2.1.1. Contractor shall respond to a minor system failure (defined as one device or up to 20 percent of the security system is out of service affecting end user operations) within 24 hours. Minor repairs shall be completed by the close of business on the second business day following the trouble report to the Contractor.
  - 1.2.1.2. Failure to meet the above standards without good cause may result in the revocation of contract.
- 1.2.2. Installation and maintenance shall be provided throughout the state of Vermont. The contractor is expected to be available for emergency service 24hrs a day, 7 days a week and week days 7:30am to 4:30pm for standard service.
- 1.2.3. Cable type for the card access system shall be YELLOW (plenum rated), Carol Brand card access composite cable shall be used unless otherwise specified by the State. Grey Panduit shall be used in all card access cabinets.
- 1.2.4. For CCTV, card access and Intrusion detection systems the Contractor shall have experience with the following systems: Axis & Samsung CCTV products, Milestone & Exacqvision hardware/software products; Honeywell/Alarmnet intrusion products; Honeywell/Prowatch Card Access hardware/software products; Aiphone security products and expertise in security standards and best practices.
- 1.2.5. Contractors working on electric door locks/strikes shall have a Type-S journeyman electrician license.
- 1.2.6. The contract is generally described as the ability to be assigned and complete work orders for installation and maintenance for CCTV, card access and Intrusion detection systems within State facilities. Work orders performed under this type of contract will be awarded at the sole discretion of BGS to any contractor awarded this type of contract that is best able to meet the time schedule of the end customer in need of the service at the agreed upon rate(s) as established in the contract. Where two or more contractors may be able to meet the same time schedule, then cost may become the determining factor.

### 1.3. General Requirements

**1.3.1. Plan Security Certification:** Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans **only to a licensed architect, engineer, or Contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state.**

1.3.1.1. Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a \$10,000 fine as per 13 V.S.A. §3016.

1.3.2. Cable types include but are not necessarily limited to plenum, non-plenum, infrastructure feeder/riser or station cable for Voice, Video, Data or Electrical: Cat5E, or Cat6, CATV or CCTV video cable, Multimode Fiber and Single Mode Fiber Data cable with various terminators ranging from st, sc, lc, etc (50/125 micron, 62.5/125, duplex, hybrid and others), singlemode fiber and jumpers supporting cwdm equipment and Electrical Power cabling, depending on specific job requirements.

1.3.3. Services under this contract will be performed in either existing or new State facilities. Because of building access, building environment and security issues, it will be necessary for the contractor to work with ADS-Telecommunications staff, BGS Maintenance & Security staff and the end user site contact to arrange access to the various state buildings where work is to be performed. The contractor shall be required to contact the BGS District Facility Manager in each District to review the work, including any cutting and patching before performing any work. The contractor may be turned away from working in a building if prior contact was not made and at no expense to the State.

1.3.4. Contractor acknowledges that security procedures in some State buildings require a background clearance be performed on any contractor working inside the building, prior to beginning work. Projects at, but not limited to, Correctional Facilities, Courthouses, and Public Safety buildings may all require clearances.

1.3.5. Contractors shall submit an invoice for services and equipment to ADS or BGS based on who requested the work, which will coordinate completion of all work orders and generate payment to the contractor. The end customer who submitted the work order request will then be billed by ADS or BGS via the state internal accounting system.

1.3.6. Work shall be issued to the Contractor through sequential work orders for each separate project. For work orders estimated to be \$10,000 or higher a Request for Quote (RFQ) from the State contracted contractor pool will be requested. Scope of the site requirements via a walk through, meeting with the requestors to review plans and general open questions will be scheduled on an as needed basis. The quote deemed to fit the requirements of the end user department requesting the work order will be chosen by the agency or department representative responsible for the final payment of the work to be performed, i.e. the department ADS will bill at the work order closure

1.3.7. Services may be issued on a time and material basis or a fixed price/lump sum basis.

1.3.8. For project bid on a lump sum basis, a written statement of work (SOW) RFP will define the evaluation criteria to be used for award. Award shall be made in the best interest of the State in consideration of the evaluation criteria for the specific RFP.

1.4. If generations of Change Orders to the original Scope of Work are necessary, a Change Order Form shall be submitted and approved by both the contractor and end user (or the Agency of Digital Services), prior to changes in the Scope of Services being made.

1.5. Subcontractors shall require prior approval of ADS Telecommunications Director and BGS Security before they can perform duties as part of the contract.

1.6. The contractor shall furnish supplies and equipment for all work performed. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein. Equipment

considered by the contract coordinator to be improper or inadequate for this purpose shall be removed from the job and replaced with satisfactory equipment.

- 1.7. All unclaimed articles found in or about the work areas by the contractor shall be turned in immediately to the State of Vermont Contract Coordinator, giving location where article was found.
- 1.8. The contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the contractor. Determination of the need for and extent of any repair work is at the sole discretion of the State of Vermont Contract Coordinator.
- 1.9. The contractor shall at all times provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. The contractor shall have a responsible and properly licensed supervisor on the job at all times when the work of the contract is being carried out.
- 1.10. Any damage to the State's equipment, the contractor at no additional cost shall repair furnishings, facilities or other property of the State. Determination of the need for and extent of any repair work is at the sole discretion of the State of Vermont Contract Coordinator.
- 1.11. The contractor and his employees shall be subject to all applicable State and Federal regulations for the conduct of personnel.
- 1.12. All supplies, equipment and machines shall be kept free of traffic lanes or other areas, which might be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day.

**1.13. SITE SUPERVISION:**

- 1.13.1. The contractor shall provide adequate supervision of his/her employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. The contractor shall have a responsible supervisor on the job at all times when the work of the contract is being carried out.
- 1.13.2. The Contractor's site supervisor is responsible for communication with the State's representatives and agrees to meet with the Contract Coordinator at the site on a weekly, or as needed, basis to discuss any mutual problems, ideas, or concerns related to the project.
- 1.13.3. The contractor and his/her employees shall be subject to all applicable State and Federal regulations for the conduct of personnel.
- 1.13.4. The Contractor shall provide adequate supervision of his/her subcontractors and their employees at all times.

**1.14. WORKMANSHIP AND MATERIALS:**

- 1.14.1. Contractor agrees to furnish all supervision, labor, transportation, materials, tools and equipment necessary to complete the service. Contractor's equipment shall be of the size and type appropriate for completing the various types of work described in the Scope of Work for each project. Equipment considered by the Project Manager to be improper or inadequate for this purpose shall be removed from the site and replaced with satisfactory equipment.
- 1.14.2. The Contractor guarantees, even though not specifically described in this Contract or otherwise, that materials shall be of the best quality, that work shall be done in a professional manner, and that all aspects of the project shall be delivered in good working order, complete and perfect in every respect, and that all systems and materials necessary to make the project completely operating as contemplated by the Scope of Work for the project and shall be included in the contract price.
- 1.14.3. All supplies, equipment and machines shall be kept free of traffic lanes or other areas that may be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work.
- 1.14.4. The contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the contractor. Determination of the need for, and extent of, any repair work is at the sole discretion of the BGS Project Manager.
- 1.14.5. All materials, equipment, sizes, capacities and installation of electrical work shall conform to the latest requirements of the National Electrical Code, National Electrical Safety Code, the National

Electrical Manufacturers Association, the board of Fire Underwriters, the Underwriter's Laboratories, Inc., the Institute of Electrical and Electronics Engineers, the prevailing State and Local Electrical Codes and TIA/EIA 568 Telecommunications standard.

- 1.14.6. Contractor shall secure and pay for all permits and inspections required by any of the foregoing authorities. The electrical inspection shall be made and approved by the State and/or Local authority having jurisdiction. Copies of any permits obtain by the Contractor shall be submitted to the BGS Maintenance District Facility Manager before starting any work and copies of the final inspection before final payment is made.
- 1.14.7. All electrical work shall be performed by duly licensed electricians who are qualified to do such work, and who are normally engaged in this type of work and of sufficient number to perform the required services efficiently and in a manner satisfactory to the Contract Coordinate or. Because of the complexity of the electrical work, unskilled labor is not permitted.
- 1.14.8. Contractor shall provide labeling, As-Built drawings and updated panel schedules to the ADS Telecommunications Section, BGS Security Division and BGS Maintenance District Facility Manager before final payment is made.
- 1.14.9. Contractor shall obtain prior written approval from the contract coordinator for Subcontractors before Subcontractors can perform duties as part of the contract.

## 2. DETAILED REQUIREMENTS:

- 2.1. **STANDARDS AND CERTIFICATIONS:** Ortronics termination hardware is preferred for workstation voice/data outlets and patch panels. If a different brand is used this shall be noted in the quote. The Contractor shall agree to follow the Information Transport System Infrastructure Standard and perform work consistent with all other applicable industry standards as they may be updated throughout the contract period. Contractor shall be certified by the manufacturer for any installation involving hardware that requires specific certification.
- 2.2. **EXAMPLES OF WORK TASKS:** Depending on the size and complexity of the specific project, as required in a specific work order, the contractor may be expected, at a minimum, to perform the following tasks:
  - 2.2.1. Estimate travel time
  - 2.2.2. Site survey/initial job walkthrough.
  - 2.2.3. Cable design/path.
  - 2.2.4. Project planning and scheduling
  - 2.2.5. Regularly attend (or participate by telephone conference) at project planning and status meetings
  - 2.2.6. Written estimate
  - 2.2.7. Project Tracking and Reporting
  - 2.2.8. Material purchase (unless otherwise noted)
  - 2.2.9. Cable installation per Information Transport System Infrastructure Standard
  - 2.2.10. Cable and Jack labeling per the Information Transport System Infrastructure Standard.
  - 2.2.11. Cable testing per the Information Transport System Infrastructure Standard.
  - 2.2.12. Installation and replacement of CCTV, intrusion detection and card access devices.
  - 2.2.13. Installation of complete CCTV, intrusion detection and card access systems.
  - 2.2.14. Generation of Change Orders and associated costs in relation to the original Scope of Work (if necessary)
  - 2.2.15. Site clean-up
  - 2.2.16. Job Walkthrough for Acceptance and creation of "Punch List"
  - 2.2.17. Scheduling and implementation of Punch List items
  - 2.2.18. Final walkthrough for Acceptance/Sign-off
  - 2.2.19. Billing

2.3. **HOURS:** Hourly schedules for any project under this Contract may be altered at the sole discretion of the State. Requirements may change in occupancy of the building, or operations of departments. Such change in requirements may be made by the State in the form of expansion or contraction of hourly work schedules.

2.4. **State Holidays:** A link to State holidays can be found at <https://humanresources.vermont.gov/benefits-wellness/holiday-schedule>

3. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** The Contractor represents, warrants and covenants that:

3.1. The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

3.2. There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

3.3. The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

3.4. The Contractor has adequate resources to fulfill its obligations under this Contract.

3.5. Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

3.6. Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

3.7. The manufacturer of the termination hardware utilized shall train installers. Contractors shall provide a letter of support and warrantee documentation from the manufacturer on the cabling termination hardware used.

3.8. Installers shall provide ADS with primary and secondary manufacturer's certificates and product warranties for all cable plant components utilized during projects. State of Vermont current cable plant system utilizes Ortronics hardware.

3.9. Installations shall be warranted for at least 1 year beyond substantial completion. All manufacturer warranties should be forwarded to the State.

#### 4. **STATE OF VERMONT INFORMATION TRANSPORT SYSTEM INFRASTRUCTURE STANDARDS**

4.1. All Voice and Data communications installation and repairs shall be ordered through the Agency of Digital Services (ADS) Telecommunications Section. ADS will ensure that the State Wiring Standards are followed and insure coordination within the Department. All State Agencies and Departments shall direct Voice and Data cabling requests to ADS Telecommunications Section.

4.2. Backbone networks for voice and data (including CAT 6, CAT-5E and fiber optics) shall be designed and installed according to National Standards including ANSI TIA/EIA 568 and BICSI, so building infrastructure will meet the needs any state tenant that might move into the space.

4.3. Cabling Contractors are to accept Voice and Data cabling requests only from the ADS Telecommunications Section

4.4. All Security installation and repairs shall be ordered through the Department of Buildings & General Services (BGS) Office of Security. BGS will ensure that the State Wiring Standards are followed and insure coordination within the Department. All State Agencies and Departments shall direct all security requests shall go through BGS Office of Security

4.5. Contractor are to accept security cabling requests only from the BGS Office of Security.

#### 4.6. **INSTALLATION REQUIREMENTS**

- 4.6.1. All new data communications cabling systems installations including VoIP Locations shall utilize CAT-5E or CAT 6 components. Terminations shall be in 24 or 48 port patch panels depending on project requirements and the 4-pair CAT-5E and CAT 6 data communications cable shall be green.
- 4.6.2. Cabling system installations and components shall conform to all applicable ANSI TIA/EIA 568& BICSI standards. The pin-out for all 8 position terminations shall utilize the T568B configuration.
- 4.6.3. Multi-mode Fiber Optic cable shall be used where distances and bandwidth requirements dictate. This is normally any distance beyond 100 meters or any connection between buildings with different power sources. The state is transitioning from using 62.5 micron to 50 micron fiber optic cable. It is imperative that this be discussed on each order.
- 4.6.4. A minimum of six strand multimode fiber-optic cables terminated in locked metal distribution boxes shall be used in all installations. Strands shall be terminated with type of connectors in the work order. The choice of loose or tight tube buffered cable and the type of jacket shall be based on the environment in which the cable is to be installed.
- 4.6.5. Single-mode Fiber Optic cable shall be used where distances and bandwidth requirements dictate. This is normally any distance beyond 500 meters or any connection between buildings with different power sources.
- 4.6.6. A minimum of six strand single-mode fiber-optic cables terminated in locked metal distribution boxes shall be used in all installations. Strands shall be terminated with the connectors specified in the work order. The choice of loose or tight tube buffered cable and the type of jacket shall be based on the environment in which the cable is to be installed.
- 4.6.7. All cable, UTP or fiber-optic cable shall meet building codes for Plenum environment, riser, or horizontal use.
- 4.6.8. All cable shall be installed, fastened and/or wrapped with the minimum bend radius and minimum jacket removal for CAT5E cabling as well as appear neat and orderly. Installation best practices shall be followed in order to avoid bad test results or ambient noise. Best practices include but are not limited to, routing cables through available cable trays and raceways and never resting on ceiling tiles or attached to ceiling tile hangers.
- 4.6.9. All cable runs shall be clearly labeled on each end of the cable, on the patch panel and on the outlet as required by all applicable EIA/TIA standards.

#### **4.7. STANDARD CONFIGURATION**

A minimum of two (2) data outlets shall be provided at every workstation. Modular outlet systems shall be used.

#### **4.8. TESTING and DOCUMENTATION REQUIREMENTS**

Testing and As Built documentation shall be provided on CD-ROM. The following test results shall be delivered to the ADS Telecommunications Section within two weeks of work completion.

- 4.8.1. Provide certificate of accuracy and/or recalibration report from all equipment used to perform the cable tests.
- 4.8.2. Perform full electronic testing on all cables with cable scanner reporting the results for the following:
  - 4.8.2.1. Signal to Noise Ratio
  - 4.8.2.2. NEXT, FEXT, ELFEXT, PSELFEXT
  - 4.8.2.3. Ambient Noise
  - 4.8.2.4. Cable Length
  - 4.8.2.5. Wire Map
  - 4.8.2.6. Date of Test
  - 4.8.2.7. All CAT-5E installations shall be tested to meet the 100Mbps standards
  - 4.8.2.8. All CAT 6 installations shall be certified to meet the Gigabit Standards

- 4.8.3. All multi-mode fiber installations (horizontal and backbone links) shall test link attenuation and optical loss on each fiber bi-directionally at 850 nm and 1300 nm. ADS will confirm test results fall within the acceptance range based on current TIA/EIA requirements, distance metrics and other requirements.

As-built drawing package shall be delivered to the ADS Telecommunications Section within two weeks of work completion and shall include:

- 4.8.3.1. Copy of or original floorplan with actual location of all modular jacks (station) with identification or numbers clearly labeled.
- 4.8.3.2. Copy of all change orders or requests executed during the project which impacted the floorplan or cable routes original specifications.
- 4.8.3.3. Identification of cable routes, backboard design and the use/type of firestop used in horizontal and vertical pathways if included in the design.

#### **4.9. BUILDING CONSIDERATIONS**

- 4.9.1. Telecommunications Closets should be provided on each floor of a building. Closets should be stacked one directly above the other in multi-floor buildings. A minimum of two 4-inch sleeves shall be provided vertically between each closet. Additional sleeves may be required at the discretion of the ADS Telecommunications Manager.
- 4.9.2. Telecommunications Closets should be centrally located in the building to minimize distance of all horizontal cable runs.
- 4.9.3. Telecommunications Closets shall be adequately ventilated for all equipment that might be located within. Depending on location and configuration these closets might contain ISDN Power Supplies, UPSs (Uninterrupted Power Sources), Firewalls, Routers, Ethernet Switches, and Local Area Network Servers.
- 4.9.4. Adequate lighting, shelving, and individual A/C power outlets shall be provided.
- 4.9.5. Adequate backboard and or floor space for racks shall be provided for mounting telecommunications terminal blocks and Data Communications Patch Panels on the wall or in racks. Backboards shall be ¾ inch plywood painted with gray or white fire-retardant paint.
- 4.9.6.6. Installations shall conform with size and requirements of the telecommunications closets as determined by the State. Also, prior to installation, Contractor shall consult the Local Telephone Company on cable entrance and termination.
- 4.9.7. Provide quad outlets at phone jack locations with data connections.
- 4.9.8. 01-41-13 Codes
  - 4.9.8.1. Buildings shall comply with the current codes:
    - a) Vermont Fire and Building Safety Code - latest accepted version,
    - b) International Energy Conservation Code (IECC) - latest accepted version.
    - c) National Fire Protection Association (NFPA).
  - 4.9.8.2. Information on all State codes is available on the Department of Public Safety, Division of Fire Safety web page at: <http://firesafety.vermont.gov/buildingcode>.
  - 4.9.8.3. All necessary permits shall be in place prior to construction.
- 4.9.9. Standard termination drops shall consist of one (1) inch conduit, a four square box, and a single gang mud ring, unless modular furniture is being utilized. Conduit requirements will be dependent on the number of cubicles requested/designed for modular configurations.

#### **5. Statement of Work Process Overview:**

**Participation by Contracting Agency:** This Master Agreement may be used by The Agency of Digital Services and The Department of Buildings and General Services (BGS), Safety and Security Division, (each hereinafter a "Contracting Agency") according to the Statement of Work process and other restrictions applicable to Statement of Work Agreements as set forth herein.

#### **5.1. Quoting process**



- 5.1.1.the Contracting Agency will prepare and deliver a Form Statement of Work RFP (SOW-RFP) to the contracted vendors using the form attached hereto as "Attachment D1".
- 5.1.2.Vendors will then submit proposals within the date and time established by the Contracting Agency.
- 5.1.3.Following proposal evaluation, in the best interest of the State, the Contracting Agency may enter into a Statement of Work Agreement with the selected vendor. The Contracting Agency will prepare and deliver a Form Statement of Work (SOW) to the contracted vendor(s) using the form attached hereto as "Attachment D2". Vendors will then submit the signed SOW to the Contracting Agency.
- 5.1.4.The Statement of Work Agreement will be administered by the Contracting Agency.
- 5.1.5.Projects over \$100,000 require Standard Request for Proposals (RFPs). Any State project having an actual or anticipated cost greater than \$100,000 may not be executed pursuant to this Master Agreement and shall instead undergo a formal RFP process.

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address listed on the purchase order.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

| Job Title | Hourly Rate | Hourly Rate for Off-hours,<br>Weekends and State Holidays | Hourly Rate for Emergency<br>Calls (outside State business<br>hours) |
|-----------|-------------|---|--|
|           |             |   |  |
|           |             |   |  |
|           |             |   |  |

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**

## **STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**

(Revision date: July 19, 2023)

### **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.

### **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).

### **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 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.

### **TERMINATION FOR CONVENIENCE**

1. General

- a. Any termination for convenience 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.
- b. 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.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. 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. To the extent settlement is properly based on Contractor costs, 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.