VERMONT

Vermont Community Broadband Board (VCBB)
112 State Street, 3rd Floor | Montpelier VT 05620-2601
https://publicservice.vermont.gov/vermont-community-broadband-board-vcbb

Request For Proposal (RFP)

Organizational Transition and Transfer Plan of the Vermont Community Broadband Board (VCBB)

ISSUE DATE:	**November 24, 2026**
QUESTIONS DUE:	**December 04, 2026 – 3:30 PM (EST)**
RFP RESPONSES DUE BY:	**December 21, 2026 – 8:00 AM (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 for any and all notifications, releases, and addendums associated with this RFP sent via email.

State Contact: **Lucie Fortier**
Email: **vcbb.info@vermont.gov**

1. Overview.

1.1. **Scope and Background.** Through this Request for Proposal (RFP) the Vermont Community Broadband Board (hereinafter the "State" and/or "VCBB") is seeking to retain the services with one or more Consultant(s) and/or Firm(s) that can provide an Organizational Transition and Transfer Plan ("the Plan") of the Vermont Community Broadband Board (VCBB).

1.2. **Contract period.** Contracts arising from this RFP will be for a period of up to eight (8) months with an option to renew for up to two (2) additional twelve-month periods. The State anticipates the start date for such contract(s) will be January 4, 2027.

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. **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 7.1 below.

1.5. **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.

1.6. **Source of Funds.** The cost of Consultant's or Firm's services will be paid by public funding distributed by the VCBB under Act 71 , 30 V.S.A. § Section 8081 ("Act 71"), and the VCBB has determined this service is necessary to assist VCBB in meeting the requirements of 30 V.S.A. § Section 8089a.

2. Introduction and Background

2.1. **Vermont Community Broadband Board (VCBB).**

The Vermont Community Broadband Board (VCBB) was established to coordinate, facilitate, support, and accelerate the development and implementation of universal community broadband solutions pursuant to Act 71. The Vermont Community Broadband Fund was established by the same act to finance policies and programs that accelerate community efforts to achieve universal access to reliable, high-quality, affordable, fixed broadband.

Pursuant to 30 V.S.A. § 8089a, the VCBB and the Broadband Fund shall cease to exist on June 30, 2029. Under 30 V.S.A. § 8089b, the VCBB must include in its annual report to the Vermont State Legislature, due on or before January 15, 2029, a plan for transferring its assets, liabilities, and contractual obligations to another appropriate State entity.

2.2. The VCBB administers approximately $500 million in state and federal funding via the following programs:

- Broadband Equity, Access, and Deployment (BEAD) Program: Vermont's BEAD allocation is $228.9 million, of which VCBB has awarded over $89 million in infrastructure projects.
- American Rescue Plan Act (ARPA): Capital Project Funds (CPF) and State Fiscal Recovery Fund (SFRF) a combined award of $243 million used for infrastructure grants.
- Northern Border Regional Commission (NBRC): A combined award of $3.5 million for business development grants and VCBB operations.
- Universal Service Funds (USF): Annual funding of approximately $1.2 million for VCBB operations.
- Vermont Community Broadband Fund: Approximately $40 million from ARPA interest.

3. Purpose.

The VCBB seeks proposals from qualified Consultant(s) and/or Firm to develop and support a comprehensive, phased Plan for the transition and transfer of the VCBB to the Vermont Department of Public Service (PSD).

4. Scope of Work.

4.1. Overview.

The selected Consultant will develop a structured implementation Plan that addresses organizational, operational, financial, financial, administrative, contractual, personnel, regulatory, technology, and records-management considerations associated with organizational transition of the VCBB in compliance with applicable laws and regulations under Act 71 and the State of Vermont.

The Plan will focus on ensuring an orderly, controlled, documented, and coordinated wind-down process, with clearly defined milestones, deliverables, responsibilities, dependencies, and completion criteria.

The selected Consultant and/or Firm will be expected to provide a final Plan and presentation to the VCBB.

The Plan will ensure the following:

a. Establish a structured approach to VCBB's sunset.
b. Identify and transfer the organizational functions, services, responsibilities, and obligations to PSD.
c. Maintain uninterrupted delivery of essential services and business operations throughout the transition.

d. Transfer the number of VCBB employees and organizational knowledge, subject to applicable employment laws and approved arrangements to PSD.
e. Address employee, stakeholder, supplier, and partner transition requirements.
f. Identify, reconcile, and transfer all assets, liabilities, financial resources, and contractual and grant obligations.
g. Transfer relevant information, intellectual property, systems, applications, databases, and records.
h. Ensure continuity of regulatory, statutory, contractual, and stakeholder obligations.
i. Identify internal and external communications throughout the transition.
j. Identify outstanding financial, operational, legislative, and administrative matters and their resolutions.
k. Identify all required dissolution, deregistration, closure, and reporting activities.
l. Outlined the PSD's responsibilities for the transferred duties.
m. Clarify governance, oversight, accountability, and decision-making roles and responsibilities.
n. Work with the PSD, Department of Human Resources (DHR) and the Agency of Administration (AoA) to ensure all requirements are met and other stakeholders as required.
o. Identify budget requirements and fund sources.

The selected Consultant will perform the following services in four (4) phases.

- **Phase 1: Initial Organizational and Inventory Assessment.**
- **Phase 2: Transition Strategy and Transfer Implementation Planning.**
- **Phase 3: Future Organizational Administration Recommendations.**
- **Phase 4: Final Organizational Transition and Transfer Plan.**

During all stages, in collaboration with the VCBB Executive Director, PSD, the Department of Human Resources (DHR) and the Agency of Administration (AoA), it will be evaluated if interviews with essential stakeholders are required. Also, the Consultant will follow the requirements under Act 71.

4.2. Phase 1: Initial Organizational and Inventory Assessment.

Conduct a comprehensive inventory and assessment of the VCBB's existing programs, activities, funding, staffing and operational responsibilities required for transitioning and transfer.

The Consultant shall:

a. Identify existing programs, contracts, grants, and other activities administered or supported by the VCBB and fund sources.
b. Document each program's purpose, current status, objectives, and anticipated completion date.
c. Review program budgets, funding sources, financial commitments, and the duration of available funding.

d. Identify employees, contractors, and other personnel supporting each program, including their roles and responsibilities.

e. As per Act 71, identify all statutory requirements and stakeholders impacted by the transition and transfer.

f. Identify, if required, if any legislative actions are required regarding Act 71.

g. Inventory contracts, grants, licenses and other commitments.

h. Identify existing assets, liabilities, commitments, and ongoing administrative responsibilities.

i. Specify budget requirements to the end of the grant periods as well as fund sources.

4.3. **Deliverables of Phase 1.**

a. Organizational transition and transfer assessment.

b. Organizational obligations and commitments inventory.

c. Staffing and operational responsibilities matrix.

d. Preliminary obligations and statutory dependencies.

e. Summary of key transition and transfer findings, risks, and outstanding commitments.

4.4. **Phase 2: Transition Strategy and Transfer Implementation Planning.**

Develop the transition and transfer timeline from the VCBB to PSD for sunset date of June 30, 2029.

The Consultant will:

a. Identify programs expected to conclude before the sunset date of June 30, 2029, and document remaining requirements.

b. Establish projected completion timelines, resource needs, funding requirements, and staffing needs for programs extending beyond the sunset date.

c. Identify PSD's expertise, capacity, and statutory authority to assume relevant programs, functions, or responsibilities.

d. Evaluate the operational, financial, contractual, and staffing implications of transferring programs and responsibilities to the PSD.

e. Estimate transfer costs, identify required actions and decision points, and assess risks associated with each transition option.

f. Determine which programs and/or functions that may require continued administration, funding, oversight, or support after the VCBB's statutory sunset.

g. Identify the communication and stakeholder engagement requirements.

4.5. **Deliverables of Phase 2**.

a. Program completion schedule identifying programs expected to conclude by the sunset date.

b. Completion plans and resource estimates for programs extending beyond the sunset date.

c. Transfer cost analysis, including staffing, funding, administrative, and contractual considerations.

d. Comparison of program continuation, completion, and transfer options, including associated risks, resource and budget requirements.

e. Stakeholder communications timeline and plan.

4.6. **Phase 3: Future Organizational Administration Recommendations.**

Develop recommendations for the future organizational administration of the VCBB's programs, functions, staffing and obligations to transfer to PSD.

The Consultant will:

a. Develop a schedule of completion (closure), continuance, consolidation transferring existing programs, funds and functions to transfer to PSD.

b. Identify reporting obligations, federal and state schedules required of the VCBB during the wind-down to the transition and transfer period so all mandatory fund source requirements are met in a timely manner.

c. Assess the feasibility, costs, benefits, risks, and operational implications of the transition and where applicable the transference.

d. Establish best practices for continuance and transfer and/or closure of any contractual, granting, and licensing commitments from the VCBB to PSD.

e. Assess and develop VCBB employee transition and/or transitioning requirements.

f. Develop recommendations for the allocation of the VCBB's programs, funds, assets, liabilities, and contractual obligations.

g. Identify decisions requiring State leadership approval or legislative action.

h. Establish records retention, transfer and disposition requirements including requirements.

4.7. **Deliverables for Phase 3.**

a. Complete analysis results and recommendations of wind-down to the transition and transfer period.

b. VCBB workforce transition plan.

c. Recommended allocation and management of programs, funds, functions, assets, liabilities, and obligations.

d. Records management and retention plan.

e. Financial and administrative wind-down plan.

4.8. **Phase 4: Final Organizational Transition and Transfer Plan.**

Develop a detailed, actionable organizational transition and transfer schedule and plan to support the VCBB's statutory requirements and facilitate an orderly transition and conclusion of its responsibilities before June 30, 2029, for the board meeting scheduled for March 2027.

The Consultant will:

a. Develop a transfer and implementation schedule and plan to identify the proposed disposition of programs, assets, liabilities, contracts, legal obligations, records, and ongoing responsibilities.

b. Establish implementation milestones, decision deadlines, responsible parties, and resource requirements.

c. Identify the actions necessary to transfer responsibilities to PSD, including financial, administrative, contractual, and staffing considerations.

d. Identify implementation risks, dependencies, mitigation strategies, and contingency schedules and plans.

e. Inventory VCBB's organizational, management, and grant administration best practices from VCBB founding to sunset.

f. Deliver a presentation of the final recommendations of the Plan to the VCBB and its Governing Board for the board meeting scheduled for March 2027.

g. Optional: If revisions to the Plan are required, the contract may be extended to an additional two (2) months. This may require an additional presentation to the VCBB and the VCBB Governing Board.

4.9. **Deliverables of Phase 4.**

The final deliverables will provide a complete, actionable, sequence and measurable Plan for the orderly transition and transfer of the VCBB to PSD including but not limited to all required activities, dependencies, responsibilities, milestones and completion criteria for the board meeting scheduled for March 2027.

a. Comprehensive Plan.

b. Asset, liability, financial, and contractual transfer schedule.

c. Transfer and implementation schedule with milestones, decision points, responsible parties, and resource requirements of the VCBB to PSD.

d. Clearly assigned roles and responsibilities of all parties involved.

e. A coordinated workforce and stakeholder transition framework.

f. Documented contractual, funding source requirements, grants regulatory closure and/or continuance from the VCBB to PSD.

g. Risk assessment and mitigation factors of the Plan.

h. Final Plan and presentation of findings, recommendations, implementation schedule steps, and best practices.

5. Proposal Submission Requirements.

Bidders must submit a technical and cost proposal containing:

5.1. **Executive Summary.** A brief overview of the firm's approach and unique qualifications.

5.2. **Project Approach. Timeline & Methodology.**

- A detailed narrative of the Plan, including a project plan, stakeholder engagement plan, and evaluation framework describing how the Consultant and/or Firm will

conduct the evaluation, stakeholder interviews, and financial analysis as described in Section 4.

- The bidder will propose a project schedule identifying the duration of each phase of the transfer and implementation plan, key milestones, required State decisions, stakeholder engagement, and delivery dates.
- The Plan and schedule must prioritize completion of this work in time for the March 15, 2027, VCBB Board meeting.

5.3. **Qualifications & Experience.** Evidence of past performance in government agency evaluations, sunset and/or continuity reviews, change management and/or telecommunications policy.

5.4. **Key Personnel.** Provide the qualifications of the proposed Key Personnel that will work on the project.

5.5. **Cost Proposal.** A detailed, itemized budget, broken down by task and deliverables. This will be a fixed priced deliverables contract.

5.6. **Interview.** An interview may be requested during the bidding process. At the interview, the bidder may be asked to provide samples of questions and at minimum present a past scenario of outcomes.

6. General Requirements.

6.1. **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.

a. 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.

6.2. **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.

a. **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.

b. **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.

6.3. **Conflicts of Interest.**

a. **Organizational Conflict of Interest (OCOI).** An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.
b. **Personal Conflict of Interest (PCOI).** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.
c. **Requirements**. The State does not seek to contract with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:
   i. Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.
   ii. Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.
d. The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCOI that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

6.4. **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.

a. **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.
b. **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.**

6.5. **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.

6.6. **Method of Award:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserve 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.

a. **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.

Proposals will be evaluated based on a 100-point scale:

Category	Points
a. **Technical Approach & Methodology**	35
b. **Firm Qualifications & Relevant Experience**	25
c. **Personnel & Project Management Structure**	20
d. **Cost Effectiveness / Value of Proposal**	20
Total	100

6.7. **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.

6.8. **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.

6.9. **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.

a. **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/ .

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

b. **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.

c. **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.

d. **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.

e. **Professional Liability and Cyber Liability Insurance Coverage.**

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain Professional Liability/Errors and Omission Insurance for any and all services performed under this contract, with minimum coverage of $500,000 per claim, $500,000 aggregate**.**

To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than $500,000.00.

Before commencing work on this Contract, Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

7. 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.

7.1. **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. 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.

7.2. **Disclosure under Public Records Act.** All information received by the State in response to this solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

7.3. **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.

7.4. **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.

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

a. **Cover Letter.**

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

7.6. **Technical Response.** In response to this RFP, a bidder shall:

a. Provide details concerning your form of business organization, company size, and resources.
b. Describe your capabilities and particular experience relevant to the RFP requirements.
c. If you have experience working with the State of Vermont, identify all current or past State projects. Provide the name of the Vermont department or agency and the project title or a brief description of the work. Do not include references or statements from State of Vermont agencies or employees.

d. 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), in response to the questions described above in this section.

7.7. **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. Do not list a State of Vermont agency or employee as a reference.

7.8. **Reporting Requirements.** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

7.9. **Price Schedule.** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

8. Submission Instructions.

8.1. **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.

a. 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.
b. 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.

8.2. **Electronic Bids Only.** All bids under this RFP must be submitted electronically in accordance with the submission requirements herein.

a. Electronic bids will be accepted via email submission to vcbb.info@vermont.gov. The subject line of the email submission must reference the Project Title as indicated on the front page of this RFP.

b. 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.

c. 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. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

9. Bid Submission Checklist.

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

10. Attachments.

- Certificate of Compliance
- Price Schedule
- Worker Classification Compliance Requirement; Subcontractor Reporting Form
- Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (February 13, 2026)

RFP/PROJECT: Organizational Transition and Transfer Plan of the Vermont Community Broadband Board (VCBB)

DATE:

CERTIFICATE OF COMPLIANCE

For your 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℠ 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. **Certification Regarding Use of Contract Funds for Lobbying -** Applicable to contracts over $100,000.00 when federal monies are involved - this clause must be included in all subcontracts over $100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

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

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

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

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

RFP/PROJECT: Organizational Transition and Transfer Plan of the Vermont Community Broadband Board (VCBB)

DATE:

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. Fixed Price Deliverables.

Deliverable Description	Fixed Price
Phase 1: Initial Organizational and Inventory Assessment.	$
Phase 2: Transition Strategy and Transfer Implementation Planning	$
Phase 3: Future Organizational Administration Recommendations.	$
Phase 4: Final Organizational Transition and Transfer Plan.	$
Travel (if required):	$
Total Cost	$

B. Hourly Labor Rates. (For reference. Contract is a fixed price deliverable only).

Service Category/Title of Positions	Hourly Rate
	$
	$
	$
	$
	$
	$
	$
	$

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

RFP/PROJECT:
DATE:

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: Vermont Community Broadband Board (VCBB)

STANDARD CONTRACT FOR SERVICES

1. ***Parties*.** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____. 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 _____. 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 $_____.00.

4. ***Contract Term.*** The period of Contractor's performance shall begin on _____, 20__ and end on _____, 20__.

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 ___ 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 02/13/2026)

"State of Vermont – Federal Terms Supplement - Non-Construction (December 30, 2024)
Instruction for when to use section: this attachment must be included in any contract for which federal funds will be used. This language can be deleted here if this requirement is not applicable.

Attachment D - Other Provisions

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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: _____

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ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: _____

DELETE THESE INSTRUCTIONS

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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: _____
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: _____

DELETE THESE INSTRUCTIONS The above language up through section 5 is standard and should be included in all services contracts. Section 6 is merely a prompt for completion of the particular payment terms necessary to the contract, such as the schedule and/or rates of pay. Sample language is provided below, if helpful, but there is no required format.

TIME/MATERIALS: If payment will be based upon time and materials, specify the frequency of invoicing and the rate of payment. For example:

> Contractor shall be paid $50.00 per hour for work performed under this Contract, and shall submit invoices to the State not more frequently than monthly.

FIXED PRICE/DELIVERABLES: If payments are fixed price, specify an invoice schedule that corresponds to completion of the deliverables or phases of work described in Attachment A. For example:

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Contractor shall submit invoices to the State in accordance with the following schedule:

Deliverable	Invoice Amount
Phase 1 completed by May 1, 2015	$5,000.00
Phase 2 completed by July 1, 2015	$5,000.00
Submit Final Report by August 31, 2015	$8,000.00

NOTE: Additional guidance for drafting Attachment B is provided in Bulletin 3.5, Section IX.A.5 and Appendix III

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ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED FEBRUARY 13, 2026

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and 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.

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