

ValleyNet, Inc. / LymeFiber

415 Waterman Rd
South Royalton, VT
05068

Date: December 2, 2019
RFP Number: 201901
Due Date / Time: January 17, 2020, 3:00 PM

ValleyNet, Inc. on behalf of LymeFiber Request for Proposal

LymeFiber

Request for Proposal

This is not an order. ValleyNet, Inc. reserves the right to reject any or all responses and to waive any formalities in the response process.

Responses are to be sealed with the RFP number clearly marked on the outside of the envelope. Responses must be received by ValleyNet, Inc. prior to the due date and time. Firms are encouraged to confirm receipt of their response submission prior to the due date.

Responses will be opened at the time and date indicated above.

Voluntary informational session by conference call will be held on December 18, 2019 at 11:30 am. If you would like to attend this conference call please email Carole.Monroe@Valley.net for access information.

Questions asked during the information session or in writing to ValleyNet via e-mail will be accepted up to January 11, 2020. ValleyNet will determine whether any addenda should be issued as a result of any questions or other matters raised.

Any addenda will be issued on the LymeFiber site at <http://LymeFiber.net>. It is the responsibility of responding firms to review any addenda prior to submittal of their proposals.

Fax responses will not be accepted.

Contact Information:
Carole D. Monroe
ValleyNet Inc.
Carole.monroe@valley.net
802-763-2262

**Request for Proposal
For Fiber Optic Construction Services
ValleyNet Inc.**

Project Description

ValleyNet, Inc. representing LymeFiber (the “owner”) is soliciting responses from qualified firms for construction services for the construction of the LymeFiber GPON broadband network and fiber drops to premises. The successful firm will construct approximately 57 miles of fiber optic network for last mile distribution and access, middle mile access and drop construction to those pre-subscribed premises. This effort will result in a completed network built in Lyme, NH by a private entity.

Timeframe

ValleyNet expects that most of the fiber construction will be aerial on existing utility poles, with the remainder installed in conduit. The aerial construction will be fiber on strand construction. Fiber drops to those premises who have signed up is also required.

LymeFiber is in the final stages of licensing pole attachments in the communications space on the Eversource, New Hampshire Electric Cooperative, Liberty Utilities and Consolidated Communications, Inc. owned poles in Lyme, NH. By the spring of 2020, poles should be licensed. Permitting for highway crossings will also be in place.

The facilities constructed will be interconnected with the ECFiber network at the hub location in Norwich, VT.

Upon completion of the proposal and selection process, ValleyNet will enter into a single contract for all construction services to be performed. If any firms choose to respond as a joint venture or partnership, one of the firms will be considered prime and will be responsible for the entire construction contract.

Construction should commence as soon as possible in the spring of 2020 following the award of the contract. Utility poles will be licensed, permits for highway crossings in hand, and fiber and construction materials available. As Fiber Service Areas are completed, they will be lit and premises added to the network. Construction, including testing and inspection, must be completed by the end of fall 2020

Scope of Services

This project calls for the construction (including testing) of fiber optic outside plant facilities.

For the purposes of this RFP, the firm will focus on the build for outside plant GPON fiber optic facilities, which will include splice locations, Distribution Splice Points (DSP), and Fiber Access Points (FAP). In addition, drops to all premises that have signed up for service at the time of construction (approximately 300 drops).

This RFP is part of a competitive procurement process that helps to serve the Owner's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. With competitive negotiation, price is not required to be the determining factor, although it may be. ValleyNet, in its legal capacity, has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "Firm" or "Respondent" and the Firm selected to provide services for ValleyNet is referred to as the "Selected Firm." This RFP outlines the instructions for submitting proposals, the procurement procedures, criteria by which a Firm may be selected, and the contractual terms by which ValleyNet proposes to govern the relationship between it and the Selected Firm.

ValleyNet has identified three (3) key tasks that will be required of the selected construction firm.

Task 1: Construction

The selected firm shall be responsible for constructing the fiber optic outside plant (OSP) as engineered as provided in the construction package. We expect to light sections of the town on a rolling basis as they are completed and tested.

Construction services shall include all services required for a working and completed network including, but not limited to:

- Aerial Cable Placement
- Underground conduit or cable placement
- Drop cable placement in conduit
- Traffic Control
- Installation of pedestals, pull boxes, or other hardware
- Installation of external NEMA boxes and NID or ONT
- Installations of pole guys and anchors.
- Appropriate bonding and grounding at transformer poles
- Splicing

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- DSP Splicing
- FAP Splicing

The selected firm must possess the equipment and all required licenses and authorizations necessary to complete the type of services required. The selected firm will supply all strand hardware necessary for construction. ValleyNet will supply the fiber, fiber splice enclosures and hardware, splitters, and fiber tags. Except as otherwise specified, materials must be new, and must conform to industry standards. Defective or damaged materials must be replaced or repaired prior to final acceptance in a manner that meets the approval of ValleyNet and at no additional cost to ValleyNet. Prior to the installation, ValleyNet and selected firm will agree on all specifications for the materials to be used during the project.

The selected firm is responsible for local storage of fiber, strand, and equipment. ValleyNet is aware of storage possibilities in Lyme.

During construction the selected firm will hold weekly regular status meetings with ValleyNet project management providing detailed status of construction, variance, and reviewing any issues that arise during construction, as well as, a review of all invoices if necessary. Any significant changes from the approved design must be brought to the attention of the ValleyNet Managing Director or designated project manager as soon as identified. Change Orders will require review and sign-off.

The selected firm shall provide weekly written progress reports (via e-mail attachments) on construction activities and general issues related to construction of the fiber optic network.

ValleyNet will reserve the right to conduct random inspections of contractors working in the field to insure the installation is being done according to specifications, NESE Electrical Code, Telcordia Blue Book Standards, OSHA standards and common installation practices.

Task 2: Fiber Cable Testing

The selected firm shall provide all required fiber optic cable testing and testing documentation including OTDR results of final port-to-port fiber spans (information included in Attachment B).

Task 3: As-Built drawings for OSP construction and Splicing

The selected firm shall notify ValleyNet of any major issues related to the construction. ValleyNet shall work closely with the selected firm and other parties to resolve issues.

Upon completion of construction, the selected firm and ValleyNet will hold a construction close-out meeting. The purpose of this meeting will be to assess any

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discrepancies still outstanding as a result of construction, and review final timelines and details. The selected firm will be responsible for providing:

- One (1) electronic copy of as-built (redlines) drawings
- Three (3) hard copies of as-built maps (11x17) to ValleyNet
- Detailed splice charts where they differ from the initial construction splice charts and
- OTDR test results - must be delivered to ValleyNet in a PDF electronic format.

Additional Information

The proposal shall be accompanied by a bid bond from a surety company, which is legally authorized to do business in NH, as a guarantee that if the contract is awarded to such proposer, that proposer will enter into the contract for the work mentioned in the proposal. The amount of the bid bond shall not exceed five percent of the total price proposal.

A Design Map Book in PDF format is available upon execution of a Non-Disclosure Agreement (Attachment A).

General Materials and Guidelines can be found in Attachment B.

Response Contents

To aid us in the evaluation of responses, we require that your response follow this outline:

Cover Letter, indicating your firm's interest in the project, and highlighting key points of your response.

1. Firm Overview, including company history, number of employees by discipline, company locations, location of office where this project will be managed, and length of time your firm has provided similar services. We require the selected firm to be licensed to do business in the State of NH with appropriate contractor's license.
2. Proposed Project Team: Include an organizational chart and resumes of key project team members, including their role in this project. Also identify who the primary manager for this project will be within your organization.
3. Experience: Indicate your experience with construction of GPON fiber optic outside plant networks, including buried and aerial deployments.

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4. **Proposed Services & Project Approach:** Please describe your work plan to accomplish the three (3) major tasks. Also, identify any innovative project management techniques you have utilized on past projects that have helped reduce construction times, or improved quality of your services.
5. **Time Schedule:** Indicate your proposed timetable, based upon the scope of work, and your experience with other telecommunications outside plant GPON construction projects. Include a timeline of key deliverables. Please indicate on the timetable how you will test and deliver a complete network on a rolling basis, with the network being completed at the end of fall 2020.
6. **Pricing:** Indicate your proposed pricing schedules for the Services defined in this request including a cost rate for staff as well as overall costs for per mile or per unit of included services. Please provide a not-to-exceed price for all services defined in this RFP.
7. **Materials Purchasing:** Indicate your firm's willingness to provide construction materials required for the complete construction of the network as specified in this RFP in the price above. If materials are not included in the pricing, please provide purchasing processes, fees, or associated markups of materials ordered.
8. **Bonding:** Performance Bond from a surety company, selected by the Firm, which is legally authorized to do business in NH. The amount of the Performance Bond should equal the value of the contract.
9. **License and Certification:** A valid license to conduct business issued by the NH Secretary of State is required. Additionally, any special construction certifications or licenses must be granted prior to performing specific types of construction requirements (e.g. trained flaggers must be available if construction will require traffic control).
10. **Safety Practices and Procedures:** Provide an overview of your current safety procedures.
11. **References:** Please provide a minimum of three (3) references where your firm and your proposed project team, have provided outside plant construction services. Please include client's name, address, phone number, email address, and description of work and dates completed.
12. **Financial Statements:** Include information related to your financial stability; certified financial statements, revenues over the past three (3) years, any pending lawsuits or legal actions against your company, and contact information for your financial institution. Include your coverage for general liability, workers comp, professional liability and errors & omissions insurances. ValleyNet requires a minimum of \$2,000,000 in professional liability insurance.

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13. Other Current Projects: Indicate your existing client work load, and what other projects your team is committed to, including project time frames. If you have any projects which may cause a conflict of interest, or could otherwise hinder your proposed timeframes, please describe those projects and how your firm manages multiple client priorities.

Selection Process

ValleyNet will appoint a Selection Committee to review and evaluate all responses submitted by firms responding to the RFP. The responses will be evaluated and ranked based on the Selection Criteria. ValleyNet may ask the top ranked firms to attend a presentation interview as part of the evaluation process.

At the conclusion of the evaluation process the firms will be ranked in priority order with the highest ranking firm being selected to negotiate a contract with ValleyNet. If a contract satisfactory to both parties cannot be negotiated, ValleyNet will then enter into negotiations with the next highest ranking firm and so on until an agreement can be reached.

Selection Criteria

The Respondents will be evaluated on the following criteria:

1. The Respondent's understanding of the intended project outcome.
2. The Respondent's experience with construction of GPON fiber optic network outside plant construction.
3. The adequacy of the specifically enumerated personnel resources and overall capacity of the Respondent to perform the work within the given time limitations, taking into consideration the current and planned workload of the firm as set forth in the Respondent's response.
4. Pricing
5. Timeliness of completion.

Insurance Requirements

The Successful Respondent shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of ValleyNet by the selected firm, their agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the selected firm and such coverage shall be maintained by the firm for the duration of the contract period.

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- Automobile Liability Insurance: \$1,000,000 combined single limit.
- Worker's Compensation Insurance at statutory limits as required by the State of NH.
- General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate.
- Professional Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate.

Special Conditions

ValleyNet reserves the right, at its sole discretion, to accept or reject any or all statements or responses, or to waive any and all irregularities in any or all statements or responses, and to award a contract to the responsible bidder whose response is most beneficial to ValleyNet. ValleyNet also reserves the right to grant the project in whole or in part to one or more responders.

ValleyNet also reserves the right, at its sole discretion, to request additional information from any or all respondents. While ValleyNet intends to execute a contract for services listed herein, it is not bound to do so, and this document will not be interpreted as binding ValleyNet to enter into an agreement with any bidder.

The successful respondent will enter into negotiations with ValleyNet on the precise Scope of Work (SOW) and associated fees. Once this negotiation is complete, the respondent will be required to execute a contract with ValleyNet following award of the solicitation by the ValleyNet Board of Directors.

If negotiations on Scope of Work and fees are unsuccessful, ValleyNet may commence negotiations with the second highest rated firm and/or re-issue the RFP.

ValleyNet will provide a Professional Services Agreement with specified terms and conditions. ValleyNet may, but is not required to, negotiate contract terms and provisions to which the Respondent makes exception and negotiate requested or required additional terms and provisions.

The Professional Services Agreement as finally agreed upon must be in form and content acceptable to ValleyNet. Offeror agrees to all terms and provisions of the form Professional Services Agreement to which the offeror does not make exception in the offeror's response.

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Submittal

Respondents should submit five (5) paper copies and one (1) digital copy (USB drive or PDF emailed to Carole.Monroe@valley.net) to the address below no later than 3:00 p.m. ET, January 17, 2020:

ValleyNet, Inc.
Carole D. Monroe
LymeFiber Project
415 Waterman Rd
South Royalton, VT 05068

Minority and/or female-owned businesses are encouraged to apply. ValleyNet, Inc. is an equal opportunity employer and does not discriminate on the basis of race, color, creed, national origin or against faith-based organizations.

Attachment A



NON-DISCLOSURE Agreement

This Nondisclosure Agreement ("Agreement") is made between LymeFiber LLC a New Hampshire Limited Liability Corporation, with its principal place of business at 84 Orford Rd, Lyme, NH 03768 and _____ with offices at _____(each a "party" collectively , the "Parties"), and is entered into as of the _____day of _____,_____ ("Effective Date")

1. SCOPE

LymeFiber may possess certain information, which is not generally available to the public, and which LymeFiber desires to protect against unrestricted disclosure or competitive use. During the performance of the Agreement, certain of its confidential and/or proprietary information may be disclosed to Contractor and LymeFiber desires to maintain the confidentiality of such information to be disclosed to Contractor.

2. DEFINITIONS

- a. "Information" is defined as all data and information, including, without limitation, data and information of a technical, business or financial nature which has been disclosed to Contractor by LymeFiber, whether such disclosure is made visually or orally or documented on any tangible media, including, without limitation, writings, drawings, sound recordings, computer programs and codes, system specifications, pictorial representations and graphs. This Agreement shall cover Information disclosed by, or the property of a parent, affiliate, partner, agent or subsidiary of LymeFiber, and in any event all Information disclosed by LymeFiber.
- b. "Confidential Information" is defined as Information that is in the possession of LymeFiber, and which LymeFiber desires to protect against unrestricted disclosure or competitive use.

3. Subject to the provisions of Paragraph 5 with respect to any Confidential Information provided hereunder, Contractor shall use reasonable care and discretion to limit disclosure of such Confidential Information as it uses to protect the proprietary, confidential, or trade secret status of its own information.

4. The parties acknowledge and agree:

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- a. All Confidential Information disclosed by LymeFiber shall be and shall remain the exclusive property of the source;
 - b. Contractor shall receive in confidence any Confidential Information; shall limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information in order for Contractor to perform in accordance with the terms of the Agreement; and Contractor shall not disclose such Confidential Information to others (to include consultants, advisors and other such entities and persons who are not full-time, regular employees of Contractor) without the prior written approval of LymeFiber.
 - c. Contractor shall not disclose such Confidential Information to agents, contractors or others without the prior written approval of LymeFiber; and in the event of such approval, Contractor shall obtain their written agreement, in a form acceptable to LymeFiber, to protect Confidential Information provided hereunder and provide a copy of such agreement to LymeFiber.
 - d. Contractor shall use such Confidential Information only for purposes of work, services or analysis related to performance of the Agreement, and for other purposes only upon such terms as may be agreed upon between the parties in writing.
 - e. Contractor shall return promptly to LymeFiber, or shall destroy any copies of such Confidential Information in written, graphic or other tangible or intangible form at LymeFiber's request, and to provide, at LymeFiber's request, a list of all such material destroyed.
 - f. The obligations with respect to Confidential Information shall extend for a period of three (3) years following the date of initial disclosure of that Confidential Information, and such obligations shall extend beyond completion of the Term of this Agreement, except however, that LymeFiber customer information shall remain confidential forever.
 - g. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information or products derived therefrom.
5. These obligations do not apply to Confidential Information which:
- a. As shown by reasonably documented proof, was in Contractor's possession prior to receipt thereof from LymeFiber; or

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- b. As shown by reasonably documented proof, was received by Contractor in good faith from a third party not subject to a confidential obligation to LymeFiber; or
 - c. Now is or later becomes publicly known through no breach of confidential obligation by Contractor; or
 - d. Is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by operation of law, except that prior to any disclosure pursuant to this Section, Contractor shall notify LymeFiber and shall give LymeFiber an opportunity to participate in objecting to production of the Confidential Information.
6. It is agreed that a disclosure of Confidential Information in violation of any of the provisions of the Agreement will cause irreparable harm and injury and LymeFiber shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining Contractor from doing or continuing to do any such act and any other violations or threatened violations of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date written above.

_____	LymeFiber LLC
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____

ATTACHMENT B: General Materials and Splicing Guidelines

GENERAL MATERIALS GUIDELINES

1. Provide a list of materials by manufacturer to insure compliance with the specifications and a summary of each material type.
2. Hand holes, Pull Boxes, or Pedestals: Hand holes shall be H-20 rated composite concrete. A minimum of six inches of gravel shall be placed underneath the hand hole when it is set.
3. Marker Posts: Marker posts shall be curved "ribbon style" fiberglass posts installed so that at least 4 feet of the post is above grade. Marker posts shall be installed at each hand hole and before and after bridge, railroad and water crossings, and at least every three hundred feet in between other features.
4. Conduit: Conduit shall be 2" (or as specified) HDPE. Orange conduit shall be used unless otherwise specified.
5. Slack and Maintenance Loops: At least 30'-50' of additional fiber shall be left in every hand hole.
6. Miscellaneous Materials: Any miscellaneous materials required for this build shall be of the highest standards consistent with that used by most Bell Operating Companies (industry standard). This includes any hardware required for aerial construction.

SPLICING GUIDELINES

1. All fiber optic cable splicing will be in accordance with splice diagrams developed for the Project.
2. It is imperative to verify that all fibers have one-to-one continuity on the new cable and that no fibers have been transposed or crossed at any of the splice points. Fibers will be checked at termination for continuity from the DSP location with power meter.
3. All testing equipment shall be calibrated for the type of fiber being tested and utilize test parameters in accordance with the FOC manufacturer. Minimum range, resolution and pulse width parameters

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- adequate to provide an accurate graphical representation of the fiber being tested shall be used.
4. Testing on the fiber utilizes 1550nm test wavelengths. Power reading will be recorded at the premises NID when turned on. The results should be between -13dB and -21db.
 5. The target average splice loss for testing is 0.20dB for the fiber.
 6. If when analyzing the collected test data it is determined that a splice does not meet the loss criteria herein, the splice shall be identified as Out-of-Spec (OOS). After all data is evaluated, splice and test crews shall mobilize to correct all OOS splices. Each Enclosure containing an OOS splice shall be reentered, and with concurrent testing operations, the splice shall be broken and another attempt made to splice the fiber. OTDR testing shall determine if the new splice now conforms to the loss criteria or if the splice remains OOS. A minimum of three (3) attempts shall be made to rectify an OOS splice, with OTDR testing after each attempt. If after three (3) splice attempts, an acceptable loss value still has not been achieved; the splice shall be documented as OOS and brought to the attention of ValleyNet for recommended action. All OTDR data shall be saved after each attempt and shall provide such data to ValleyNet to further document the efforts to correct an OOS. If OTDR testing is performed concurrent with any splicing operations, a minimum of three (3) attempts shall be made in the presence of authorized inspectors who can witness and approve a splice determined OOS. Full approval of any splice shall not be given until all splice locations in a given span are completed, the testing has been performed after the enclosures have been replaced into the hand hole or lashed, and the data has undergone software analysis.
 7. If more than 3% of the fibers at a single splice location be determined OOS, selected Firm and ValleyNet shall collaborate on further action to be taken. Additional action may include:
 - 11.1. Acceptance of the fibers "as-spliced"
 - 11.2. Cutting back 10 LF of FOC on each side of the splice location the entire cable shall be spliced again
 - 11.3. Replacement of an entire span of FOC.
 12. When saving OTDR traces, the format shall be sufficient to clearly identify each fiber tested, its endpoints, the test parameters used, and

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the results. Unless otherwise approved by ValleyNet, all trace files are to be named in the following 8 character format:

- 12.1. AAAbbbCC.xxx
- 12.2. AAA = three-letter code* for launch location
- 12.3. bbb = three-letter code* for far site
- 12.4. CC = 13 for 1310nm, 15 for 1550 nm
- 12.5. .xxx = three digit number of individual fiber (e.g. fiber #1 = .001, fiber #144 = .144)
13. The three-letter endpoint codes shall be agreed upon before the start of testing operations.
14. OTDR trace data shall be provided to ValleyNet on a USB or other portable mutually agreed upon media.