Answers to Questions Relating to

November 2022 Request for Proposal

Seeking Contract for Provisioning Residential and Commercial Internet Services and Fiber Network Operations and Maintenance Services with

Lamoille FiberNet Communications Union District

RFP Point of Contact:

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Due Date/Time: 4:30 pm January 9, 2023

Location of Response: <u>director@lamoillefiber.net</u> Electronic Responses Only

Question 1: Are we interpreting the RFP correctly to be ONLY for operations and maintenance of a yet-to-be-designed and built network?

Answer 1: No. As set forth in the RFP at page 3 and page 5, Lamoille FiberNet Communications Union District ("Lamoille FiberNet" or "LFCUD") seeks to enter into a contract with qualified entities ("Providers") *either* network operations and maintenance *or* Internet services, or both. As set forth at page 4, Respondents may propose to perform some or all the required scope of work.

Question 2: Who has the responsibility for purchasing spares and inventory for maintenance and with what funding source?

Answer 2: The RFP contemplates at page 5 that Respondent a/k/a "Provider" "shall provide or contract to provide all labor, materials, software, expertise, processes, tools, equipment, and any other resources necessary to fulfill these responsibilities." Emphasis added. Further at page 6-part B and page 12 part 1.c, spares and inventory maintenance are identified as responsibilities of Respondent. LFCUD expects that Respondents will propose a process for purchase and reimbursement. For example, Respondent A could propose that it purchase equipment and request reimbursement from LFCUD funds. Respondent B could propose that it manage inventory but require LFCUD to purchase all materials directly. Following selection of the winning bidder(s), LFCUD expects the resulting contract will detail who has responsibility for purchasing, invoicing and reimbursing costs for spares and inventory for maintenance.

Question 3: What is meant by "community engagement?" Is that outreach for customer acquisition?

Answer 3: Community engagement is not limited to and is broader than customer acquisition. As a municipal entity, Communications Union Districts ("CUD") have responsibilities to keep member towns, legislative bodies, councils, as well as residents, organizations, and businesses informed of activities, including construction and activation schedules. CUDs must also keep various State agencies informed. LFCUD will collaborate and partner with various stakeholders to facilitate buildout of the network, broadband adoption and digital equity, and therefore desires the support of our network operations and ISP partners in these community engagement efforts.

Question 4: LFCUD is developing its own "drop policy." Drops are part of construction while customer acquisition is part of operations. How will customer drops be managed and paid for – i.e., is that excluded from this RFP?

Answer 4: Customer drops are not excluded from this RFP. LFCUD looks to Respondents to recommend how drops are managed and priced. Respondents who expect to be paid for installation services, or whose proposals may depend on pricing of drops as part of a service package, will want to explain their current practices, costs, and submit a proposal. The RFP makes clear that LFCUD is looking for a partner that appreciates the CUD's commitment to affordability and the needs of LFCUD's rural footprint. As noted at page 4, "Our goal is to serve all unserved and underserved addresses so Respondents should be prepared to support long drops." LFCUD expects to fund customer drops for unserved and underserved addresses – in full or in part – from grant dollars. Addresses beyond the scope of the universal service plan must be funded from other sources. Finally, LFCUD's drop policy will be developed in concert with its installation and construction vendors, and ISPs partners.

Question 5: LFCUD wants control of pricing and some kind of revenue share to cover LFCUD costs. What are the expected mechanisms for controlling LFCUD's costs and assuring that prices are sufficient to cover those and the costs of the Respondent? How can a Respondent know what are those LFCUD cost assumptions over the 5-year proposed contract period?

Answer 5: Respondents may recommend pricing and cost structures, including not to exceed costs, minimum/maximum ranges, or percentages, that meet their needs and are responsive to the RFP.

Question 6: How will LFCUD costs and revenue share be pro-rated for proposals that cover only a portion of the CUD?

Answer 6: Respondents may recommend how it expects to be compensated and share costs for services and materials for the portion of the CUD it proposes to serve.

Question 7: Page 11 states that the contract is not exclusive in that "LFCUD reserves the right to make purchases outside of the awarded contract...." What is the intent/purpose of this statement?

Answer 7: The intent is to put potential respondents on notice that LFCUD intends to reserve a right to make purchases directly rather than through the resulting bid contract.

Question 8: Correction/Clarification: On page 8, at section C.2., the RFP requests information regarding available internet service speeds, packages and pricing and provides a chart for Respondents to provide the information. The original chart has 100/100 in same row as symmetrical gigabit service (1000/1000) which is confusing.

Answer 8: LFCUD is interested in knowing the pricing for 100/100 mbps as well as symmetrical gigabit services currently offered. Please use the updated chart below.

		Non-	Key terms	
	Download/	Promotional	(e.g., 2 yr.	Other
	Upload	Price	contract)	Comments
Lowest Tier				
Medium Tier				
<mark>100/100</mark>	<mark>100/100</mark>			
<mark>Symmetrical</mark>				
<mark>Gigabit</mark>				
Upper Tier				
Affordable				
Broadband				
Program (other				
than ACP)				

End responses to Q & A

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