



Request for Information: VTA2008-102

State Telecommunications Network to support State Government Locations, the Vermont Telecommunications Authority and Electric Utility demands.

Background:

The Vermont Telecommunications Authority (VTA) was created in 2007 with the mission to develop and implement a plan to bring Broadband and Cellular (wireless voice) service to all of the unserved areas of Vermont. One critical barrier to achieving these goals is the high cost of backhaul connectivity that can transport data from the rural areas to the internet or other locations. In an effort to address this situation the VTA along with two anchor tenants have aggregated their telecommunications' demands in hopes creating a network that can lower the backhaul costs and provide a robust network to meet their future needs.

The VTA, state government and the electrical utilities have significant current and future bandwidth needs in every region of the state. The goal of this Request for Information is to invite a dialog, confidential or public regarding how existing telecommunications' providers could partner in this endeavor. At the conclusion of this process the intent is to issue a formal Request for Proposal to construct or partner on this network early in 2009, with construction beginning in the summer of 2009. This project will be a unique opportunity for providers to partner in the construction of a network that will help to establish Vermont as the first e-State by 2010.

The Vermont Telecommunications Authority is seeking information from vendors or partners who can address some or all of these requirements listed below:

VTA Requirements:

In order for the VTA to achieve its mission it is planning to build roughly 200 locations from which wireless broadband and cellular services can be deployed. Some of these locations will be small towers and wind turbines, but many will be collocated on existing towers or utility poles. Each of these locations will need robust backhaul, ideally provided by fiber optics cables which can support current and future needs. The configuration of this network will need to provide scaleable data rates that will provide multi-gigabit speeds today and dark fiber for future capacity. The enclosed VTA location map is a rough approximation of where the VTA will need access to these services.

State Government Requirements:

The State of Vermont is a key tenant on this network, due to our diverse locations and demand for greater data rates. The state currently leases circuits from several providers in the state and is very interested in shifting this capacity to a network (s) with more flexible services and higher data rates. The state has over 250 locations as well as a desire to support advanced sensor capabilities for transportation (Intelligent Transportation Systems) and public safety. The state requires multi-megabit to gigabit services and access to dark fiber to meet future needs. The enclosed map roughly identifies each state location.

Electric Utility Requirements:

Electric utility needs fall into three categories:

Communications to Substations, Meters, and SMARTGrid communications - The utilities collectively have approximately 237 nodes throughout the State. Each of these facilities require high-availability, low latency communications facilities. These communications range from DS-0 to DS-1 level systems.

Wireless voice and data communications - A project is currently in the final planning stages to build a State-wide utility-specific mobile radio network to meet the collective needs of Vermont utilities. This network will result in the establishment of approximately 50 antenna sites. Each site will require backhaul communications at the DS-1 level for linking to this network.

Administrative and Operation communications - Each utility requires connectivity between its offices as well as to the Internet. Key locations within these office requirements represent aggregation points for substation and voice communications needs. As such, these communication needs range from DS-1 to DS-3 and require high-availability solutions.

Non-disclosure Agreements:

This RFI will be followed by an RFP that will provide very specific location data to permit a detailed design and cost. Due to the sensitive nature of the information that will be provided, the VTA has attached a standard Non-Disclosure Agreement (NDA) form. Please mail two signed copies to the VTA at the address listed on the form, and one will be returned fully executed for your files.

Response Process:

Please submit a one to five page narrative (plus maps) on how your company could participate in the construction and operation of a network that would serve the VTA, State, and Electric utility locations. Please answer the following questions separately, to the best of your ability given the abbreviated response time:

1. Is your company willing to lease, swap or trade significant capacities of dark fiber to this network?
2. Is your company willing to provide layer 1, 2 and or 3 services to the network, if so please explain? How would these services be managed?
3. Roughly how many miles of fiber-optic cable does your company own or control in Vermont (please provide route miles, not individual strand miles)?
4. Please provide a detailed fiber-optic network map of Vermont that denotes “lit” and “dark” capacity by strand; please include splice points, regenerators and electronics information.
5. Please provide your companies annual capital investment amount for the Vermont operations over the past three years.
6. Please provide information on any significant fiber-optic construction projects planned in the next 1-3 years.
7. A “desert start” plan to meet these requirements would require construction of approximately 2000 miles of fiber-optic cable or equivalent services. Please describe how you would manage a construction effort of this magnitude.
8. Please provide a per strand cost to lease dark fiber-optic cable (single mode).

RFI Responses

Please mail your RFI submission (including two signed NDA copies) by 4:30pm on January 5, 2009 to:

Vermont Telecommunications Authority
One National Life Drive
Records Center Building
Montpelier, VT 05620-3205

This should include one paper copy and a CD containing your response.

Questions should be addressed via email to:

RFI_VTA2008-102@telecomvt.org

This RFI will also be posted on the VTA website (www.telecomvt.org) for those not receiving a direct distribution. All questions and responses will be listed there so be sure to keep updated by checking that site.

Presentations

The responding vendors that are determined to meet the needs of this network or its associated components will be selected to make presentations to a panel including the VTA, VELCO, GMP, VEC, CVPS and the State of Vermont. This meeting will be a confidential workshop format where detailed discussions of how the network could be

constructed, which components already exist, and how a partnership could be constructed between the various parties.

These presentations will be scheduled starting on Tuesday, January 6, 2009. Please indicate your interest in responding to this RFI by December **26**, 2008 via email to the address above, and a date/time will be assigned for meeting with the panel

Schedule Summary

- December **26**, 2008 - Email notification to the VTA of your intent to respond.
Presentation date/time will be assigned.
- January 5, 2009 - RFI response due to the VTA (one paper copy and CD),
and two signed copies of the NDA.
- January 6+, 2009 - Scheduled RFI presentations/discussions with panel.
Presentation material should be provided on CD.

Organizations that respond to this RFI will be automatically notified of subsequent RFPs for this project. However, organizations that do not respond to this RFI will remain eligible to bid on subsequent RFPs.

Vermont Telecommunications Authority
December 4, 2008

CONFIDENTIALITY AGREEMENT

This Agreement for use and non-disclosure of confidential and proprietary information (“Agreement”) entered into and effective this __ day of _____, 2008 by and between:

[PROVIDER]

and

**Vermont Telecommunications Authority
One National Life Drive
Records Center Bldg.
Montpelier, VT 05630-3205**

WHEREAS, **[PROVIDER]** (“**PROVIDER**”) and the **Vermont Telecommunications Authority (“VTA”)** wish to protect and preserve the confidential and/or proprietary nature of information disclosed or made available to each other in connection with discussions and/or negotiations and/or an agreement regarding services contemplated by the parties; and

WHEREAS, each party will disclose valuable, confidential, proprietary and/or inside information to the other;

IT IS HEREBY AGREED, that neither **PROVIDER** nor **VTA** will voluntarily disclose information for which a reasonable claim of exemption can be made, including, but not limited to, proprietary and confidential information that is exempt from public disclosure by the State of Vermont pursuant to 1 VSA § 317(c), subject to the following terms and conditions:

The term “proprietary information” means information, whether presented orally or in writing, and whether or not marked as “confidential” or “proprietary,” which could provide a competitive advantage to the party possessing such information and which either embodies trade secrets or is confidential technical, business, or financial information provided that such information:

- a. is not generally known, or is not available from other sources without obligations concerning its confidentiality;
- b. has not been made available by the owners to others without obligations concerning its confidentiality;
- c. is not already available to the public without obligations concerning its confidentiality;
or,
- d. has not been developed independently by persons who have had no access to the information.

1. Each party agrees to use the confidential and proprietary information received from the other party only for the purposes of and in accordance with this Agreement. All proprietary rights and interests in and to a party's confidential and proprietary information will remain such party's property. No rights, licenses, trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.
2. The receiving party shall provide at a minimum the same care to avoid disclosure or unauthorized use of the confidential and proprietary information as it provides to protect its own similar confidential and proprietary information. It is agreed that all confidential and proprietary information shall be retained by the receiving party in a secure place with access limited to only such of the receiving party's employees or agents who have a "need to know" such confidential and proprietary information in pursuance of this Agreement.
3. All confidential and proprietary information, unless otherwise specified in writing by additional agreement, shall remain the property of the disclosing party and shall be used by the receiving party only for the purpose intended.
4. Each party agrees not to disclose the fact of their relationship with the other party to any third party except as contemplated by this Agreement and other than as required by any law (including the Vermont Access to Records Law (1 VSA §315 et seq)), rule or regulation or judicial process.
5. The receiving party shall promptly notify the disclosing party of any request or demand by any court, governmental agency or other person asserting a demand or request for confidential and proprietary information of the disclosing party supplied pursuant to this Agreement, so that the disclosing party may seek an appropriate protective order. PROVIDER acknowledges that VTA is subject to the terms of the Vermont Access to Public Records Law, 1 VSA 315 et seq, and PROVIDER agrees that it will not make any claim against VTA if the VTA makes available to the public any information it receives from PROVIDER in response to a binding order from a court or governmental body or agency compelling its production.
6. This Agreement shall remain in full force and effect for a period of two (2) years, unless earlier terminated or extended as agreed by PROVIDER and VTA or protected for a longer period of time by law.
7. This Agreement may be terminated at any time during the term of the Agreement upon sixty (60) days written notice to the other party; provided that termination or expiration of this Agreement shall not relieve the recipient party of its obligations under this Agreement with respect to confidential and proprietary information exchanged prior to the effective date of the termination or expiration.
8. In the case of disputes the parties shall discuss and attempt in good faith to reach a fair, equitable and agreeable settlement. If the parties fail to settle the dispute through good faith negotiation of the issues or other forms of alternative dispute resolution, either party

may terminate this Agreement immediately. This contract will be governed by the laws of the State of Vermont.

9. This Agreement may be executed in one or more counterparts (which may be originals, photocopies or copies sent by facsimile transmission), each of which counterparts shall be an original, but all of which shall constitute one and the same document.
10. This Agreement may not be amended except in writing by the parties' authorized representatives. There are no agreements, understandings, or representations, express or implied, not specified herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized respective representatives as of the date first herein above written.

[PROVIDER]

Vermont Telecommunications Authority

By: _____

By: _____

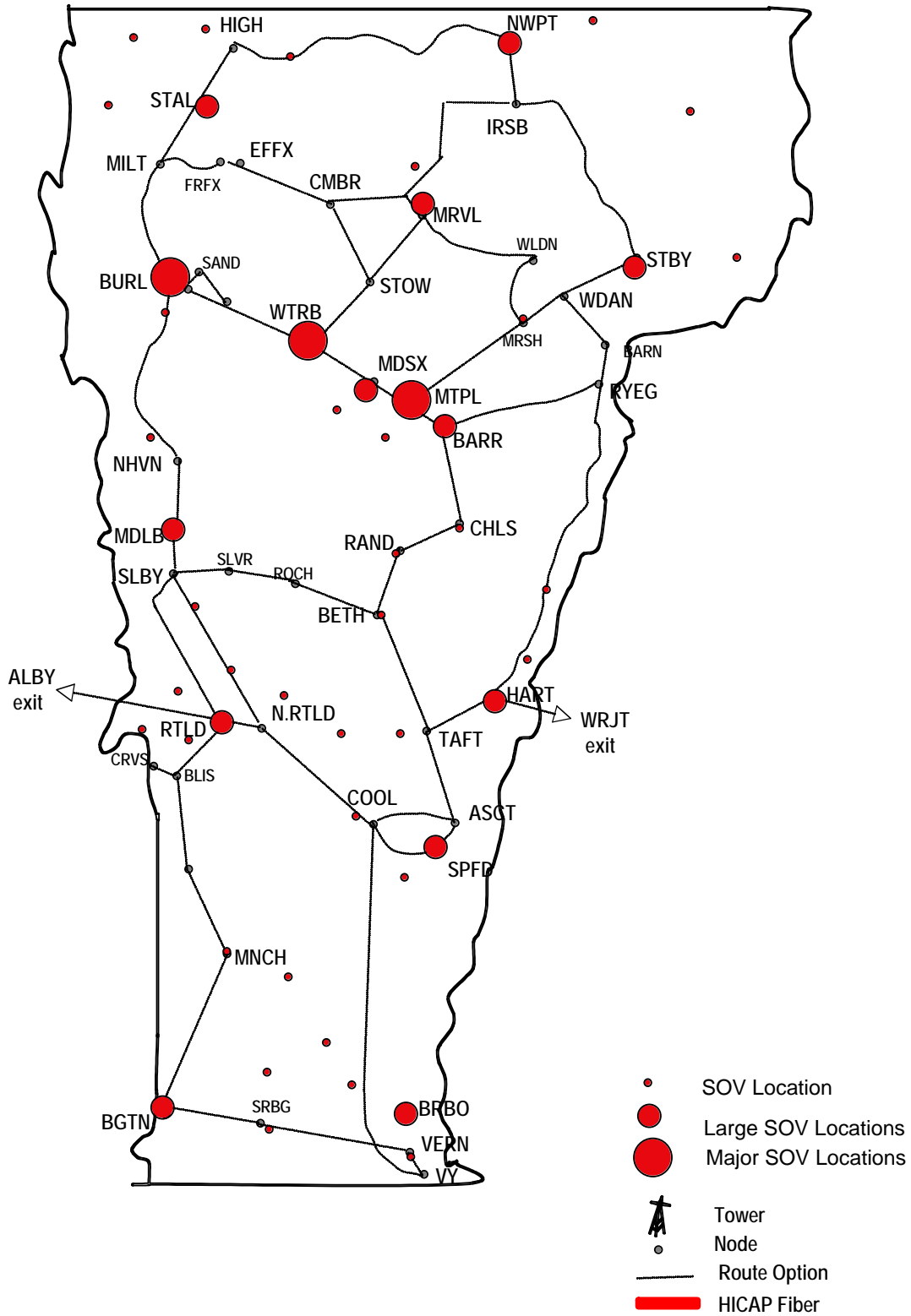
Print Name: _____

Print Name: _____

Title: _____

Title: _____

State of Vermont Locations



12/08 VTA

VTA - Preliminary Tower Locations

