

FY2025 - Transport Circuits for Collaborative Members

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| APPLICANT NAME | EUPConnect Collaborative |
| TITLE / NUMBER | Transport Circuits for Collaborative Members |
| BEN | BEN 17047374 |
| FCC FORM 470 | 250012640 |
| FISCAL AGENCY | EUPConnect Collaborative |
| ENGINEERING AND SALES OFFEROR'S CONFERENCE LOCATION | Not offered |
| BID OPEN LOCATION | EUPCONNECT COLLABORATIVE 315 Armory Place Sault Ste. Marie, MI 49783 |
| CONTACTS | <ol style="list-style-type: none"> 1. Angie McArthur, jsdsupt@eupschools.org 2. erate@sounderate.com 3. mvanpatten@e-ratecentral.com |

Project Description

EUPConnect Collaborative is seeking proposals for dedicated, symmetrical data transmission services to connect all Z locations listed in Attachment J to the Eastern Upper Peninsula ISD for the purpose of connecting all to the Michigan Statewide Educational Network (MiSEN). Bids will be accepted for all E-Rate eligible modes of transport including, services provided over third-party networks (SPOTPN), leased lit fiber, leased dark fiber/IRU, and self-provisioned fiber.

Offerors must commit to serve all locations included in this procurement. Offerors that do not submit pricing for every location will not be considered. If warranted to serve all sites, Offerors are encouraged to partner with entities that own existing infrastructure along the Offeror's proposed route(s).

Schedule of Events

| EVENT | DATE | TIME (EST) |
|---|-------------------------|--------------------|
| Engineering and Sales Bidder's Conference | Not Offered | |
| Deadline for vendors to submit questions | January 31, 2025 | 2:00 PM EST |
| Answers to questions posted | February 4, 2025 | |
| RFP Due | March 4, 2025 | 2:00 PM EST |
| RFP Opening | March 4, 2025 | 2:00 PM EST |
| Expected project completion date | June 30, 2026 | |

Document Contents

- Introduction
- Section A - Terms and Conditions
- Section B - Scope of Work
- Section C - Technical Specifications
- Section D - Format, Response, Scoring and Checklist
- Section E - Attachments
 - Reference Form (ATTACHMENT A)
 - Public Disclosure Form (ATTACHMENT B)
 - Contact Person Form/Proposal Signature (ATTACHMENT C)
 - Familial Disclosure Affidavit (ATTACHMENT D)
 - Debarment And Suspension Certification (ATTACHMENT E)
 - Iran Sanctions Form (ATTACHMENT F)
 - FCC Registration Number Form (ATTACHMENT G)
 - FCC Red Light Status (ATTACHMENT H)
 - USAC Issued 498 Id (Formerly Spin) Form (ATTACHMENT I)
 - E-rate Program Integrity Assurance (Pia) Review (ATTACHMENT K)
 - Signed Copy of WAN RFP Pricing Sheet (ATTACHMENT J)
- Section F - Locations, Maps, and Connections

Proposal Submission Overview

Proposals shall be submitted by the deadline indicated in the Schedule of Events. Proposal submissions should include the following information:

- Applicant name
- Form 470 number
- Service Provider Name (Primary respondent, if partnering on a response)
- SPIN (Service Provider Identification Number)
- Clear indication of service offering (s)
- Service provider's terms and conditions

Proposal pricing must include a completed (**ATTACHMENT J**) workbook and be submitted in .xls or .xlsx format.

- One (1) printed signed original
- One (1) unbound printed copy

- Two (2) printed bound copies
- One (1) thumb drive consisting of only 2 files:
 1. One (1) single scan of the submitted signed proposal including all appendices (please do not submit multiple files)
 2. Submit Attachment J in electronic format (Excel)

Mark package with company name and deliver to:

EUPCONNECT COLLABORATIVE
315 Armory Place
Sault Ste. Marie, MI 49783
ATTN: ERATE FORM 470# 250012640

SECTION A: TERMS AND CONDITIONS

A.1. DEFINITIONS

- A.1.1.** The **EUPConnect Collaborative** hereafter referred to as "**APPLICANT**" is soliciting proposals from vendors, bidders, contractors, respondents, etc. hereafter collectively referred to as "**OFFERORS**".
- A.1.2.** "**EXISTING PROVIDER**" hereafter shall refer to any entity which provides an existing service or data transport solution which is eligible for replacement under the description of this request for proposals.
- A.1.3.** "**SUB-OFFEROR**" hereafter refers to any subcontractors or subsidiaries of a primary OFFEROR referenced within their proposal.
- A.1.4.** "**USAC**" shall refer to the Universal Service Administrative Company
- A.1.5.** "**USF**" shall refer to Universal Service Funds.

A.2. SUBMISSION OF RFP

- A.2.1.** Refer to **SECTION D - Format, Response and Checklist**, for detailed information.

A.3. ENGINEERING AND SALES OFFEROR'S CONFERENCES

- A.3.1.** For this RFP, an Engineering and Sales OFFEROR'S Conference is:

Mandatory

Optional

Not Offered

- A.3.2.** If the Engineering and Sales Conference is **Mandatory**

- A.3.2.1. The Engineering and Sales Conference location and date information is located on the **Introductory Page**.
- A.3.2.2. Failure to attend any required pre-proposal meeting or walk-through may, in APPLICANT'S sole discretion, result in proposal disqualification by the APPLICANT.
- A.3.2.3. At this conference, members of the APPLICANT'S staff will be present to ask and answer questions regarding the design and engineering of the Data

Transport project.

A.3.2.4. At this conference, members of the APPLICANT staff will be present to ask and answer questions regarding the sales and administration of the Data Transport project.

A.3.2.5. An OFFEROR intending to submit a bid shall have an authorized representative attend and sign in to the Engineering and Sales conference.

A.3.3. If the Engineering and Sales Conference is **Optional**

A.3.3.1. The Engineering and Sales Conference location and date information is located on the **Introductory Page**.

A.3.3.2. OFFERORS are encouraged but not required to attend any offered optional meeting.

A.3.3.3. OFFERORS shall state their intention to bid by emailing the contact listed on the **Introductory Page**.

A.3.4. If the Engineering and Sales Conference is **Not Offered**

A.3.4.1. OFFERORS shall state their intention to bid by emailing the contact listed on the **Introductory Page**.

A.3.5. Q & A Follow-Up

A.3.5.1. Any questions addressed or requiring follow-up on the part of the APPLICANT during the Engineering and Sales OFFEROR'S Conferences will be released as a **Q & A Addendum** following the conferences, please refer to (**SECTION D**).

A.4. INTERVIEWS

A.4.1.1. APPLICANT reserves the right to require any or all OFFERORS to make a presentation either in person, by conference call, or by web conferencing that illustrates the OFFEROR'S abilities relative to this proposal. APPLICANT may also request an interview session to gauge an OFFEROR'S suitability to provide services relevant to this proposal. If so requested, the OFFEROR shall make its personnel available within ten (10) business days of request. No cost allowance shall be permitted for this requirement.

A.5. GOVERNING LAW

A.5.1.1. Should there be a contract, OFFEROR agrees that it shall be governed by, and

created in accordance with, the laws of the State of Michigan. No action involving this contract agreement may be brought except in a state court located in Chippewa County, Michigan, USA.

A.6. SUSPENSION AND RESPONSIBILITIES

- A.6.1.1. OFFEROR must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any state or federal department or agency.
- A.6.1.2. Submission of a signed proposal in response to this solicitation is certification that OFFEROR's firm and any SUB-OFFEROR is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also an agreement that the APPLICANT will be notified of any change in this status.
- A.6.1.3. Loss of Agreement and/or Inability to Fulfill Requirements
 - A.6.1.3.1. If OFFEROR has had an agreement terminated or has a pending termination, or a settlement to avoid litigation or Termination for Default during the past five (5) years, all such incidents must be described, (**Section E**)
 - A.6.1.3.2. **"Termination For Default"** is defined as notice to stop performance due to OFFEROR's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined OFFEROR to be in default.
 - A.6.1.3.3. OFFEROR shall submit full details of all Terminations for Default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. OFFEROR shall also present its position on the matter.
 - A.6.1.3.4. APPLICANT shall evaluate the facts and at its sole discretion may reject the OFFEROR's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of OFFEROR.
 - A.6.1.3.5. If OFFEROR has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

A.7. UNIVERSAL SERVICE FUNDING

- A.7.1.1. The contract awarded to the successful OFFEROR shall be contingent on the contract receiving approval from the Universal Service Administrative Company for Universal Service Funds (i.e., Category 1 E-rate funding). In the event that Universal Service Funding is denied in whole or in part for the contract awarded based on this RFP, APPLICANT shall have the unilateral right, at its discretion, to cancel or terminate the contract.
- A.7.1.2. Required Notice to Proceed and Funding Availability
 - A.7.1.2.1. OFFEROR shall follow the purchasing policies of the APPLICANT'S Fiscal Agency as well as the requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
 - A.7.1.2.2. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the APPLICANT'S issuance of a written Notice to Proceed.
 - A.7.1.2.3. E-Rate funding notification alone shall not signify Notice to Proceed. The APPLICANT shall maintain the sole right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not become available.

A.7.2. E-RATE REQUIREMENTS

- A.7.2.1. USF Knowledge – OFFEROR shall have a working knowledge of the E-Rate program (including USAC rules).
- A.7.2.2. USF Registration – OFFEROR shall include with its proposal a valid **USAC ISSUED 498 ID (FORMERLY SPIN) FORM (Section E)** and a valid **FCC REGISTRATION NUMBER FORM (Section E)**.
- A.7.2.3. USF Participation – OFFEROR shall agree to participate in the E-Rate program and cooperate in all respects with the APPLICANT, the Universal Service Administrative Company (USAC) and any agents acting on its behalf, and the Federal Communications Commission (FCC) to ensure the APPLICANT'S educational agencies receives all E-Rate funding for which it has applied and to which it is entitled pertaining to the OFFEROR's products and/or services.
- A.7.2.4. All OFFERORS must have the 2025 Service Provider Annual Certification Form 473 on file with USAC by September 1, 2025.

- A.7.2.5. USF Documentation – OFFEROR shall provide to APPLICANT staff and/or E-Rate consultants within a reasonable amount of time, all documentation and information that the OFFEROR has or that OFFEROR can reasonably acquire that the APPLICANT may need to prepare its E-Rate applications, respond to inquiries from the USAC or FCC, and to document transactions eligible for E-Rate support.
- A.7.2.6. USF Audit and Document Retention Requirement – OFFEROR shall maintain all quotes, bids, correspondence, records, delivery information, bills, invoices, memoranda, and other information and data pertaining to OFFEROR’s services to APPLICANT. All such records shall be retained for a period of at least ten (10) years after the last day services are provided related to this proposal. Such information and data shall be subject to audit and inspection by the APPLICANT. OFFEROR shall include in all SUB-OFFEROR agreements for services, provisions requiring SUB-OFFERORS to maintain the same records and allowing the APPLICANT the same right to audit/inspect those records.

A.7.3. TERMINATION OF CONTRACT

- A.7.3.1. This contract may be terminated in whole or in part by APPLICANT for its convenience, but only after the OFFEROR is given:
 - A.7.3.1.1. Not less than thirty (30) calendar days written notice of intent to terminate and an opportunity for consultation with the APPLICANT contact prior to termination.
 - A.7.3.1.2. OFFEROR shall clearly detail any and all fees associated with early termination of a contract in their proposal.
 - A.7.3.1.3. Early termination fees shall not exceed the balance of any non-recurring charges, plus the lesser of 12 months of monthly recurring charges or the number of months remaining on the contract.
 - A.7.3.1.3.1. Early termination fees should take into account that one or more APPLICANT(s) may opt out of the consortium and that the early termination fees should not impact remaining consortium members.
 - A.7.3.1.3.2. Any APPLICANT opting for early termination will be solely responsible for their own early termination fee.

A.7.4. AMERICANS WITH DISABILITIES

- A.7.4.1. APPLICANT acknowledges its responsibilities under the Americans with

Disabilities Act (ADA) of 1990. APPLICANT expects all OFFERORS to be knowledgeable about and comply with the requirements of the ADA.

A.7.5. INSTALLATION

A.7.5.1. OFFEROR shall make good, and at their expense, any damage to the work of other trades caused by installation with regards to this proposal and to the satisfaction of the APPLICANT.

A.7.6. REQUIRED INSURANCE COVERAGE

A.7.6.1. OFFEROR shall, at their sole expense, procure, maintain, and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the OFFEROR and shall continue in force as appropriate until final acceptance by the APPLICANT of the completion of this contract.

A.7.6.2. Certificate of Insurance: A Certificate of Insurance form or a form substantially similar must be submitted to APPLICANT to evidence the insurance policies and coverages required of the OFFEROR. The certificate must name the APPLICANT'S Fiscal Agency as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, the successful OFFEROR shall furnish the APPLICANT with replacement certificates.

A.7.7. WORKERS COMPENSATION COVERAGE

A.7.7.1. OFFEROR shall have Workers' Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000).

A.7.8. GENERAL LIABILITY INSURANCE

A.7.8.1. During the life of the contract, the OFFEROR providing service to APPLICANT shall maintain Comprehensive General Liability Insurance (occurrence form) with the following coverages through an insurance carrier(s) licensed to do business in the State of Michigan and having a current Best rating of A or better and approved by the APPLICANT:

A.7.8.1.1. Premises-Operations

A.7.8.1.2. Independent Contractor's Protection

A.7.8.1.3. Products and Completed Operations

- A.7.8.1.4. Broad Form Property Damage
 - A.7.8.1.5. Personal Injury (with Employee Exclusion deleted)
 - A.7.8.1.6. Blanket Contractual Liability
 - A.7.8.1.7. Property Damage Liability
- A.7.8.2. Limits shall be equal to the amount carried by the successful OFFEROR, but shall not be less than two million dollars (\$2,000,000) per occurrence combined single limits.
- A.7.8.3. By endorsement to the required general liability policy and automobile liability policy, APPLICANT Fiscal Agent must be named as an additional insured for all liability arising from this contract. The Additional Insured Document should reference the RFP number.

A.7.9. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

- A.7.9.1. During the life of the contract, the OFFEROR shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Michigan and having current Best rating of A or better and approved by the APPLICANT.
- A.7.9.2. Limits shall be equal to the amount carried by the OFFEROR, but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits.

A.7.10. PROFESSIONAL LIABILITY INSURANCE

- A.7.10.1. During the life of the contract, the OFFEROR shall maintain Professional Liability (Errors & Omissions) Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.

A.7.11. LICENSE AND CERTIFICATION

- A.7.11.1. OFFEROR must be licensed or incorporated to do business in the State of Michigan.
- A.7.11.2. OFFEROR shall possess all applicable licenses and/or certifications to perform this type of service.

A.7.12. VESTED INTEREST

- A.7.12.1. OFFEROR cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- A.7.12.2. The only benefit OFFEROR may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in OFFEROR's initial RFP response.

A.7.13. WARRANTY

- A.7.13.1. OFFEROR warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- A.7.13.2. OFFEROR further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of OFFEROR's RFP response.
 - A.7.13.2.1. If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of the APPLICANT, OFFEROR shall re-perform the work or portion of the work that is unsatisfactory.
 - A.7.13.2.2. All electronics and equipment requested in this project may not be refurbished or used. The APPLICANT reserves the right to reject refurbished or used equipment.

A.7.14. ASSIGNMENT

- A.7.14.1. Any attempt by OFFEROR to assign or otherwise transfer any interest in this agreement without the prior written consent of the APPLICANT shall be void.

A.7.15. ATTORNEY'S FEES

- A.7.15.1. The parties agree that in the event of a dispute, each party will bear its own costs of arbitration, litigation, and attorney's fees.

A.7.16. COMPLIANCE WITH LAW

- A.7.16.1. OFFEROR shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other legal requirements which may apply.

A.7.17. CONFIDENTIAL TREATMENT OF INFORMATION

- A.7.17.1. OFFEROR shall preserve any information obtained, assembled, or prepared in connection with the performance of this agreement in strict confidence.

A.7.18. COVENANT

- A.7.18.1. OFFEROR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, OFFEROR covenants to its knowledge and ability in the performance of said services no person having any such interest shall be employed.

A.7.19. DISPUTE RESOLUTION

- A.7.19.1. Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless APPLICANT, at its sole option, rejects arbitration by so notifying OFFEROR.
- A.7.19.2. If the APPLICANT rejects arbitration, the OFFEROR shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the APPLICANT.
- A.7.19.3. Failure to effect service upon the APPLICANT within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- A.7.19.4. If the matter is arbitrated, APPLICANT shall designate whether the rules of the American Arbitration Association or the rules of the Michigan Arbitration Association shall apply. Michigan courts may enter judgment on such awards.
- A.7.19.5. The parties agree that any arbitrator may not award attorney's fees in any case.
- A.7.19.6. Unless specifically stated herein, if there exists any conflict or inconsistency between the terms set forth in this proposal, the successful OFFEROR's response, and any agreement submitted by the successful OFFEROR, the language in this RFP shall take precedence.

A.7.20. FORCE MAJEURE

- A.7.20.1. Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout, or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations,

and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of OFFEROR's inability to perform, APPLICANT may acquire from others said goods or services without incurring liability to OFFEROR.

A.7.21. PATENT INDEMNITY

- A.7.21.1. OFFEROR agrees to indemnify and hold the APPLICANT harmless from any claim, including court costs and actual attorney fees, involving patent infringement or copyrights on goods or services supplied.

A.7.22. PENALTIES/DEFAULT

- A.7.22.1. In the event that the OFFEROR defaults on the contract entered into pursuant to this RFP, the APPLICANT shall have the unilateral right, at its discretion, to terminate or cancel the contract entered into between the parties.
- A.7.22.2. Additionally, if the OFFEROR defaults on the contract entered into pursuant to this RFP, the APPLICANT is entitled to recover any upfront or non-recurring charges paid to OFFEROR pursuant to any contract.

A.7.23. INDEMNITY

- A.7.23.1. OFFEROR agrees to indemnify and hold harmless the APPLICANT, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and actual attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of OFFEROR, any SUB-OFFEROR of OFFEROR, or any officer, employee, or agent of OFFEROR.
- A.7.23.2. The obligation of this section shall not apply to damages for which APPLICANT is/shall become liable by final judgment to pay to a third party as a result of the negligence of APPLICANT. Nothing herein shall constitute a waiver by APPLICANT of any and all rights and privileges under any governmental immunity act or related statutes.

A.7.24. INTELLECTUAL PROPERTY

- A.7.24.1. The APPLICANT may request copies of the OFFEROR's drawings, written reports, or other works related to this project for the sole purpose of verifying that the OFFEROR is in compliance with the relevant specifications required in this RFP. The documents provided by the OFFEROR shall at all times remain the property of the OFFEROR.

A.7.25. NO THIRD-PARTY RIGHTS

A.7.25.1. Any contract entered into between the APPLICANT and the OFFEROR shall be for the sole benefit of APPLICANT and the OFFEROR.

A.7.26. NON-ENDORSEMENT

A.7.26.1. As a result of the selection of an OFFEROR to supply services, APPLICANT is neither endorsing nor suggesting that the OFFEROR's service is the best or only solution. OFFEROR agrees to make no reference to APPLICANT in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of APPLICANT.

A.7.27. RECORDS

- A.7.27.1. Records shall be maintained as required by a successful OFFEROR in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by APPLICANT.
- A.7.27.2. At any time during normal business hours when APPLICANT deems it necessary, all records shall be made available to APPLICANT'S Educational Agencies at a location of APPLICANT'S designation for examination with respect to all matters covered by any agreement.
- A.7.27.3. Referenced educational agencies may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

A.7.28. SEVERABILITY

A.7.28.1. If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

A.7.29. EXPENSES

A.7.29.1. In the event that the APPLICANT agrees to pay for any of OFFEROR'S expenses directly related to this work, the following parameters shall apply:

A.7.29.1.1. No overhead and/or profit shall be permitted.

A.7.29.1.2. OFFEROR shall only receive reimbursement in amounts that are

consistent with applicable travel guidelines established by APPLICANT'S policy, regulations, and procedures for its own employees.

- A.7.29.2. APPLICANT is under no obligation to award a contract, pay costs incurred in preparation of, or to procure a contract for services or supplies from any OFFEROR.
- A.7.29.3. Awarded OFFEROR may be required to participate in negotiations, submit any price, technical or other revisions, resulting from negotiations.
- A.7.29.4. Wherever possible, proposals should take into account that one or more APPLICANT(S) may opt out of the consortium and that the cost should be able to be easily computed for the remaining consortium members.

A.7.30. REJECTION OF PROPOSALS

- A.7.30.1. APPLICANT reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:
 - A.7.30.1.1. Proposal lacks signature by an authorized representative of OFFEROR.
 - A.7.30.1.2. Evidence of collusion among OFFERORS exists.
 - A.7.30.1.3. OFFEROR fails to meet terms and conditions as specified in the RFP.
 - A.7.30.1.4. Evidence submitted by OFFEROR leads APPLICANT to believe that OFFEROR will be unable to carry out the obligations of the agreement and complete the work described.
 - A.7.30.1.5. APPLICANT investigation determines that OFFEROR is not qualified to meet the obligations of the agreement and complete work described.
 - A.7.30.1.6. Cost of services exceeds budgetary constraints.
 - A.7.30.1.7. OFFEROR lacks proper system certification or experience.
 - A.7.30.1.8. OFFEROR has supplied an incomplete bid package that prevents APPLICANT from performing a sufficient analysis of the supplied proposal.

A.7.31. REFERENCES

- A.7.31.1. APPLICANT reserves the right to investigate information supplied by OFFEROR to determine its accuracy.

- A.7.31.2. OFFEROR supplied reference or customer list authorizes the APPLICANT to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

A.7.32. PROPOSAL NEGOTIATIONS

- A.7.32.1. APPLICANT may open negotiations with OFFEROR(S) after submission of proposals and prior to award.
- A.7.32.2. At its sole discretion the APPLICANT reserves the right to award an agreement without negotiation based upon written proposals.
- A.7.32.3. The APPLICANT reserves the right to accept any proposal which it deems most favorable to the APPLICANT and to reject any or all proposals or any portion of any proposal submitted which is not in the APPLICANT'S best interest. However, the APPLICANT shall comply with any applicable E-rate rules and regulations.

A.7.33. CONTRACT AWARD GUIDELINES

- A.7.33.1. APPLICANT reserves the right to waive any minor irregularities in proposals and/or agreements deemed to be in its best interest.
- A.7.33.2. APPLICANT reserves the right to award an agreement based upon evaluation criteria detailed in (**Section D**), Taking into consideration the specified evaluation criteria, APPLICANT will select the OFFEROR consistent with any applicable E-rate guidelines and whose proposal is most advantageous to the APPLICANT.
- A.7.33.3. All agreements are subject to approval by APPLICANT'S legal counsel and may require approval of the Governing Bodies of any and all of the participating entities prior to execution.
- A.7.33.4. Once awarded, this contract will be the final expression of agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- A.7.33.5. Unless specifically stated herein, if there exists any conflict or inconsistency between the terms set forth in this RFP document, the successful OFFEROR'S proposal, and any agreement submitted by the successful OFFEROR, the language in this RFP document shall take precedence.
- A.7.33.6. APPLICANT reserves the right to hold proposals for a period of ninety (90) days from the date of opening before awarding or rejecting said proposals.

A.7.34. RECOMMENDATION FOR AWARD POSTING

- A.7.34.1. It is the responsibility of the interested OFFEROR to obtain the Recommendation for Award.
- A.7.34.2. OFFEROR may also obtain the Recommendation for Award by contacting APPLICANT'S Contact from the **Introductory Page**.

A.7.35. BID EVALUATION

- A.7.35.1. Although the cost of the product/service is of primary concern, the ability to accommodate growth and change and the total cost of operation (TCO) within the district are, in many ways, more important. Do not assume the lowest bid will be awarded the project.
- A.7.35.2. Evaluation Criteria (**SECTION D**)

A.7.36. APPEAL BY UNSUCCESSFUL OFFEROR

- A.7.36.1. Any unsuccessful OFFEROR may appeal a pending Recommendation for Award.
- A.7.36.2. Appellant must submit a written protest to the APPLICANT Contact no later than six (6) business days after Recommendation for Award is posted. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- A.7.36.3. Appellant may be required to post a bond with a good and solvent surety company authorized to do business in the State of Michigan or submit other security in a form approved by the APPLICANT, which will hold the bond or other security until a determination is made on the appeal. Such a bond must be submitted with the written protest to the APPLICANT Contact.
- A.7.36.4. The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of OFFEROR'S proposal.
- A.7.36.5. If Appellant is not satisfied with the APPLICANT'S Contact response, OFFEROR may then appeal to an appeals committee designated by the APPLICANT. If OFFEROR is not satisfied with the appeals committee's response, OFFEROR may then appeal to the APPLICANT'S Governing Body, who will render the final decision.
- A.7.36.6. OFFEROR will not seek any type of judicial intervention until APPLICANT has

rendered its final decision on the protest.

- A.7.36.7. APPLICANT is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by Appellant in the proposal appeal process.
- A.7.36.8. APPLICANT will stay any award action until after the APPLICANT'S Governing Body renders a final decision.
- A.7.36.9. If an appeal is granted and a bond is required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by APPLICANT because of the unsuccessful appeal.

A.7.37. BID BOND

- A.7.37.1. Every RFP shall be accompanied by a surety company certified bid bond or cashier's check made payable to the Fiscal Agency listed on the **Introductory Page**.
- A.7.37.2. The amount of the bid bond or Cashier's Check shall be five percent (5%) of the total cost of the OFFEROR'S proposal. Said amount to be forfeited to the APPLICANT should the OFFEROR, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.
- A.7.37.3. Surety of the successful OFFEROR shall be retained by APPLICANT until replaced by a Performance Bond.

A.7.38. PERFORMANCE AND PAYMENT BOND

- A.7.38.1. Upon entering into a successful contract with APPLICANT, OFFEROR shall provide a Performance and Payment Bond in the amount of one hundred percent (100%) of the total value of proposal within thirty (30) calendar days with bond payable to the APPLICANT'S Fiscal Agency listed on the **Introductory Page**.

A.7.39. TERM OF AGREEMENT

- A.7.39.1. See (**SECTION B**) for each service term.

SECTION A.A: E-RATE TERMS AND CONDITIONS

A.1. UNIVERSAL SERVICE FUNDING

A.1.1.1. The contract awarded to the successful OFFEROR shall be contingent on the contract receiving approval from the Universal Service Administrative Company for Universal Service Funds (i.e., Category 1 E-rate funding). In the event that Universal Service Funding is denied in whole or in part for the contract awarded based on this RFP, APPLICANT shall have the unilateral right, at its discretion, to cancel or terminate the contract without penalty or termination fees, and promptly notify OFFEROR of its decision..

A.1.1.2. Required Notice to Proceed and Funding Availability

A.1.1.2.1. OFFEROR shall follow the purchasing policies of the APPLICANT'S Fiscal Agency as well as the requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.

A.1.1.2.2. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the APPLICANT'S issuance of a written Notice to Proceed.

A.1.1.2.3. E-Rate funding notification alone shall not signify Notice to Proceed. The APPLICANT shall maintain the sole right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not become available.

A.1.2. E-RATE REQUIREMENTS

A.1.2.1. USF Knowledge – OFFEROR shall have a working knowledge of the E-Rate program (including USAC rules).

A.1.2.2. USF Registration – OFFEROR shall include with its proposal a valid **USAC ISSUED 498 ID (FORMERLY SPIN) FORM (Section E)** and a valid **FCC REGISTRATION NUMBER FORM (Section E)**.

A.1.2.3. USF Participation – OFFEROR shall agree to participate in the

SECTION A.A: E-RATE TERMS AND CONDITIONS

E-Rate program and cooperate in all respects with the APPLICANT, the Universal Service Administrative Company (USAC) and any agents acting on its behalf, and the Federal Communications Commission (FCC) to ensure the APPLICANT'S educational agencies receives all E-Rate funding for which it has applied and to which it is entitled pertaining to the OFFEROR'S products and/or services.

- A.1.2.4. All OFFERORS must have the 2025 Service Provider Annual Certification Form 473 on file with USAC by September 1, 2025.
- A.1.2.5. USF Documentation – OFFEROR shall provide to APPLICANT staff and/or E-Rate consultants within a reasonable amount of time, all documentation and information that the OFFEROR has or that OFFEROR can reasonably acquire that the APPLICANT may need to prepare its E-Rate applications, respond to inquiries from the USAC or FCC, and to document transactions eligible for E-Rate support.
- A.1.2.6. USF Audit and Document Retention Requirement – OFFEROR shall maintain all quotes, bids, correspondence, records, delivery information, bills, invoices, memoranda, and other information and data pertaining to OFFEROR'S services to APPLICANT. All such records shall be retained for a period of at least ten (10) years after the last day services are provided related to this proposal. Such information and data shall be subject to audit and inspection by the APPLICANT. OFFEROR shall include in all SUB-OFFEROR agreements for services, provisions requiring SUB-OFFERORS to maintain the same records and allowing the APPLICANT the same right to audit/inspect those records.

SECTION B: SCOPE OF WORK

B1. DESCRIPTION OF REQUEST

B1.1. APPLICANT is seeking proposals for **services** to facilitate data transport (standalone data transmission service) to locations as defined within this request for proposal. This request outlines optional formats to meet the service needs.

B1.2. TERM DEFINITIONS:

- B1.2.1. "SERVICE" shall exclusively refer to one of the following requested services within this proposal. These services are: Leased-Dark Fiber, Leased-Lit Fiber, Service Provided over 3rd Party Networks, Self-Provisioned.
- B1.2.2. "SOLUTION" shall refer to **any** proposed technology that delivers complete high-speed connectivity and data transport to all APPLICANT sites in accordance with this request for proposals.
- B1.2.3. "NETWORK" shall refer to **all** elements of a solution that data must transit to provide a complete solution.
- B1.2.4. "SITE" shall refer to an individual location to which data transport services must be delivered by a network as part of a solution. "SITES" shall be the plural when referring to multiple or all locations.
- B1.2.5. "CONNECTION" shall refer to a single branch of a NETWORK along with all elements along that individualized path required to provide connectivity between two SITES. "CONNECTIONS" shall be used as the plural when referring to multiple or all paths.
- B1.2.6. "HUB SITE" shall refer to an APPLICANT SITE where multiple CONNECTIONS terminate within a NETWORK.
- B1.2.7. "CONNECTION SITE" shall refer to an APPLICANT site which is the termination point of an individual branch of the NETWORK.
- B1.2.8. "SLA" shall be used to refer to a Service-Level Agreement. SLAs shall be defined to provide **minimum** acceptable performance parameters within a solution.
- B1.2.9. "SC," "NRC", "MRC", and "YRC" shall refer to Special Construction, Non-Recurring Charges, Monthly Recurring Charges, and Yearly Recurring Charges respectively.

- B1.2.10. "INTERNET ACCESS" shall be used to define data transport outside of the APPLICANT network. INTERNET ACCESS is not a part of this request for proposals.
- B1.2.11. "Gb", "GB", or "Gbps" shall all interchangeably refer to speed within the network. All requested speeds shall be in multiples of "Gbps" with "1 Gbps" referring to 1 Gigabit per Second or 1,000,000,000 bits per second.
- B1.2.12. "IRU" shall be defined as an Indefeasible Right-of-Use contract and shall be used in reference to long-term contracts with regard to Lease-Dark Fiber.
- B1.2.13. "FIBER" Any reference to "fiber" relative to special construction specifications herein should be understood to be a general industry-accepted reference and not an indication of preference for fiber by the APPLICANT.
- B1.2.14. APPLICANT is requesting dedicated, symmetrical data transport bandwidth options as defined within the individual scope sections found in this section (Section B).
- B1.2.15. APPLICANT SITES requiring service are listed within (Section F).
- B1.2.16. Services shall originate at the APPLICANT-designated HUB SITE(s) and be delivered to other CONNECTION SITES unless otherwise specified within individual solution scopes of work.
- B1.2.17. OFFEROR may respond to one, all, or any combination of service delivery options. APPLICANT has detailed additional requirements for each service in the following sections. OFFEROR may voluntarily submit alternate designs as long as a response for one base bid has been included in the OFFEROR's proposal.
- B1.2.18. An OFFEROR is not required to submit a bid for every service offering being requested in this RFP, however an OFFEROR must include pricing to serve ALL locations for each service offering on which it chooses to bid.
- B1.2.19. APPLICANT requires dedicated CONNECTIONS with SLAs (SLA) (Section B) guaranteeing performance between SITES.
- B1.2.20. OFFEROR shall provide pricing as specified within (Section D).
- B1.2.21. All SOLUTION proposals will be evaluated based upon the same criterion found in (Section D).
- B1.2.22. Internet Access is not part of this bid and shall not be included in any response. All of the locations listed in this RFP shall have Internet Access provided through the Michigan Statewide Educational Network (MiSEN).

- B1.2.23. The items requested within this RFP may or may not be USF eligible. All non-eligible products and services must be itemized. Please use the [2025 USF Eligible Services List](#) located on the USAC website (<http://www.usac.org/sl/>) for guidance. (Note: It is the OFFEROR'S responsibility to check for updates and corrections prior to submitting bids/quotations.)

B2. STANDALONE DATA TRANSMISSION SERVICE

- B2.1. **Internet Access is not part of this bid and shall not be included in any response.** As such, all of the following services fall under the description of a standalone data transmission service.

B3. LEASED DARK FIBER

- B3.1. APPLICANT is requesting a minimum of **two (2) strands, (one (1) pair)**, of fiber optic cable from the designated HUB SITE to each CONNECTION SITE providing a complete CONNECTION by way of OFFEROR'S NETWORK.
- B3.2. Leased Dark Fiber Solutions shall include NETWORK maintenance as part of the MRC subject to the following terms and must also adhere to the terms in **(Section B)**.
- B3.3. A service offering that includes Special Construction costs must separate SC costs from other NRC.
- B3.4. For technical specifications please see **(Section C)**.
- B3.5. For pricing requirements please see **(Section D)**.
- B3.6. IRU terms are acceptable to APPLICANT but must be clearly defined in response by OFFEROR.
- B3.7. Bids are required to include all services and components necessary to light and make the service operational. OFFEROR may offer services either themselves or through 3rd party subcontractors. If OFFEROR intends to use 3rd party subcontractors to deliver a part or all of the service, this should be clearly indicated in the response in accordance to **(Section A)**.

B4. LEASED LIT FIBER

- B4.1. APPLICANT is requesting one **(1) data transport circuit** from the designated HUB SITE to each CONNECTION SITE by way of a leased lit fiber optic connection

provided by OFFEROR.

- B4.2. For technical specifications please see **(Section C)**.
- B4.3. For pricing requirements please see **(Section D)**.
- B4.4. A service offering that includes Special Construction costs must separate SC costs from other NRC.
- B4.5. Proposed services must meet the SLA specifications in **(Section B)**.

B5. SERVICES PROVIDED OVER THIRD-PARTY NETWORKS

- B5.1. APPLICANT desires **one (1) symmetrical data transport** connection to each CONNECTION SITE originating from HUB SITE and delivered via OFFEROR'S THIRD-PARTY NETWORK.
- B5.2. For technical specifications please see **(Section C)**.
- B5.3. For pricing requirements please see **(Section D)**.
- B5.4. A service offering that includes Special Construction costs must separate SC costs from other NRC.
- B5.5. Proposed services must meet the SLA specifications in **(Section B)**.

B6. SELF-PROVISIONED SOLUTION

- B6.1. **APPLICANT is seeking proposals for a self-provisioned DATA TRANSPORT NETWORK that meets the required specifications.** All solutions proposed shall be judged based on merit and viability in accordance with the RFP Scoring Rubric **(Section D)**.
- B6.2. All proposed solutions shall meet industry best practices for the included technology. Specific solutions shall have additional requirements as noted by APPLICANT in **(Section C)**.
- B6.3. OFFEROR shall provide engineer(s), certified on selected system specifications and procedures to manage all phases of the project as outlined in this proposal and in **(SECTION C)**. Including, but not limited to, ordering and managing the billing of materials as outlined in **(SECTION C)**, directing and managing cable placement and restoration, directing and managing splicing crews, and providing detailed documentation at the end of the project.
- B6.4. Selected OFFEROR and any subcontractors will develop a project management plan,

which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization whether; selected respondent, subcontractor, or the Applicant.

- B6.5. OFFEROR and its SUB-OFFERORS will provide all project management to accomplish the installation of all project work as outlined in **(SECTION C)**.
- B6.6. OFFEROR is responsible for all necessary paperwork and obtaining all permits including but not limited to rights of way, easements, and pole attachments.
- B6.7. Fiber Optic Data Transport Solution Proposal Requirements
 - B6.7.1. APPLICANT requires **twelve (12) strands (6 pairs)** of fiber-optic cable along each connection route.
 - B6.7.2. APPLICANT intends to **light four (4) strands (2 pairs)** to each site in the first year.
 - B6.7.3. Special Construction costs must be identified separately from other NRCs.
 - B6.7.4. Technical Specifications for a newly constructed fiber infrastructure are contained in **(SECTION C)**.

B7. NETWORK DESIGN AND CONSTRUCTION

- B7.1. APPLICANT will consider traditional network designs (such as ring or “hub and spoke” topologies) or alternative proposals. The APPLICANT’S stated decision criteria (outlined in the RFP) will be used to determine if an award is made as a result of this RFP. The APPLICANT has, in accordance with E-Rate guidelines, rated eligible cost of service as the highest weighted factor in its decision criteria. Scoring Criteria may be found in **(Section D)**.
- B7.2. OFFERORS are encouraged to consider APPLICANT’s current and future bandwidth needs when determining infrastructure to dedicate to APPLICANT. Designs are favored where there exists no other aggregation or third-party equipment on CONNECTIONS between sites and modulating equipment at each site is dedicated to APPLICANT and not shared in any way with other entities. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
- B7.3. OFFERORS shall clearly illustrate the proposed network design and construction routes.
- B7.4. APPLICANT is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the OFFEROR to present their best solution while recognizing the cited termination locations.

B8. SPECIAL CONSTRUCTION AND NRC

- B8.1. OFFEROR'S with Special Construction costs presented in (**Section D**) shall complete the appropriate section of their proposal's spreadsheet detailing Special Construction costs (**Section E**).
- B8.2. Special construction charges eligible for Category One support consist of three components:
- B8.2.1. Construction of network facilities
 - B8.2.2. Design and engineering
 - B8.2.3. Project management
- B8.3. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.
- B8.3.1. For leased-lit fiber or services provided over third-party networks solutions requiring special construction, this means that the costs associated with building new plant are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - B8.3.2. For leased dark fiber solutions, equipment required by the OFFEROR to light the fiber is not eligible under special construction but is eligible under Category 1 Network Electronics/Hardware.
- B8.4. Special Construction Payment Plan Option
- B8.4.1. For E-Rate Eligible Special Construction Costs, the APPLICANT requests that the OFFEROR allow the APPLICANT to pay their discounted share of special construction costs, those portions of costs that are the responsibility of the APPLICANT, in equal monthly installments over a period negotiated based upon the type and term of contract determined by proposal of respondent. Payment period shall be 48-months beginning upon commencement of service and in alignment with E-Rate Program rules.
 - B8.4.2. For Non E-Rate Eligible Special Construction Costs, the APPLICANT requests that the OFFEROR allow the APPLICANT to pay the share of special construction costs, those portions of costs that are the responsibility of the APPLICANT, in equal monthly installments over a period negotiated based upon the type and term of contract determined by proposal of respondent. Payment period shall be 48-months beginning upon commencement of

service.

B8.4.3. In the event of a combination of both Eligible and Ineligible Special Construction Costs, APPLICANT requests that these be combined into a single payment plan for the negotiated duration.

B8.4.4. OFFEROR must include agreement or non-agreement of this request.

B8.5. Excess fiber strands for Self-Provisioned Only Networks

B8.5.1. The APPLICANT understands and adheres to E-Rate guidance that requires cost allocation for any strands that will not be lit in the first year of service and that ALL strands installed will be used exclusively by the APPLICANT in the future.

B8.6. Excess fiber strands for all solutions, excluding Self-Provisioned Networks

B8.6.1. To the extent that the OFFEROR installs additional infrastructure for future business ventures, the winning OFFEROR assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the APPLICANT in accordance with FCC rules and orders.

B8.6.2. If, after the issuance of the FCDL, USAC or the FCC determines that the winning OFFEROR did not cost allocate those charges associated with the additional strands, APPLICANT will not be responsible for reimbursing the winning OFFEROR and the winning OFFEROR will assume all responsibilities deemed ineligible by USAC.

B8.7. For examples of cost allocation, please see document **(Section C)**, specifically C5.7.3.1.2.

B9. FIBER/NETWORK MAINTENANCE

B9.1. OFFEROR may offer maintenance services either themselves or through 3rd party SUB-OFFERORS. In the case that maintenance is subcontracted out to a 3rd party, the OFFEROR must hold and manage the subcontract and is ultimately responsible for the SLA.

B9.2. OFFEROR shall maintain the applicable fiber/network seven days per week, twenty-four hours per day, 365 days per year.

B9.3. OFFEROR will follow all BICSI, FOA, TIA & ISO/IEC standards when troubleshooting, documenting, testing, repairing, replacing, and installing new fiber optic cabling.

B9.4. Upon notification from the APPLICANT of a malfunction relating to the applicable

fiber, OFFEROR shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

B9.5. For Self-Provisioned Networks utilizing a Fiber-Optic Network and Leased Lit Fiber solutions, OFFEROR shall include the first year of Fiber maintenance as part of their proposal with maintenance service to commence once APPLICANT certifies acceptance and takes ownership of a CONNECTION.

B9.6. OFFEROR should include an overview of maintenance practices including:

B9.6.1. Semi-Annual maintenance and inspection, including annual tree trimming around any potential obstructions.

B9.6.2. Scheduled maintenance windows and scheduling practices for planned outages.

B9.6.3. Marker, splice enclosure, hand hole, and pole tag inspection, repair, and replacement.

B9.6.4. Handling of unscheduled outages and Applicant problem reports.

B9.6.5. The service level agreement that is included and what alternative service levels may be available at an additional cost.

B9.6.6. The agreements that are in place with applicable utilities and utility contractors for emergency restoration.

B9.6.7. Repair of fiber breaks and mean time to repair.

B9.6.8. Replacement of damaged fiber and fiber that no longer meets specifications.

B9.6.9. Post-repair testing.

B9.6.10. Policies for Applicant notification regarding maintenance.

B9.6.11. Process for changing procedures, including Applicant notification practices.

B9.6.12. Process for moves, adds, and changes.

B9.6.13. Process for responding to MISSDIG locate requests.

B9.6.14. Process for responding to and resolving NJUNS tickets.

B9.7. For all proposals, all pole rental costs shall be the responsibility of the OFFEROR.

B9.8. APPLICANT requires ongoing maintenance of the fiber for any self-provisioned and

leased dark fiber solutions.

B10. SLA REQUIREMENTS

- B10.1. OFFEROR shall maintain the applicable data transmission solution seven days per week, twenty-four hours per day.
- B10.2. OFFEROR shall maintain the proposed link performance throughout the term of the contract.
- B10.3. OFFEROR will provide APPLICANT support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. APPLICANT has the right and is encouraged to call concerning any problems that may arise relative to its connection with respondent-provided services.
- B10.4. Trouble reporting and response: Upon interruption, degradation, or loss of service, APPLICANT may contact OFFEROR by defined method with a response based on trouble level. Upon contact from the APPLICANT, the OFFEROR'S support team will initiate an immediate response to resolve any APPLICANT issue. APPLICANTS will receive feedback within an hour on trouble resolution, including potential resolution time as well as hourly updates on repair progress.
- B10.5. Escalation: In the event that service has not been restored in a timely manner, or the APPLICANT does not feel that adequate attention has been allocated, the APPLICANT can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed. The escalation contact list must be updated and sent to the APPLICANT whenever a change is made to any of the listed escalation contacts.
- B10.6. A detailed trouble reporting, escalation, and resolution plan will be provided to the APPLICANT.
- B10.7. OFFEROR stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts when the problem is identified by either the APPLICANT or the OFFEROR. Credits for outages of a certain duration or longer are required and are identified by the schedule of service credits below.

Schedule of Service Credits:

| Length of Service Outage | Credit is the following percentage of MRC |
|--|--|
| Less than 2 hours | No Credit |
| Two (2) hours to four (4) hours | 5% |
| Greater than four (4) hours and less than eight (8) hours | 10% |
| Greater than eight (8) hours and less than twelve(12) hours | 15% |
| Greater than twelve (12) hours and less than sixteen (16) hours | 20% |
| Greater than sixteen (16) hours and less than twenty-four (24) hours | 35% |
| Greater than twenty-four (24) hours | 50% |

- B10.8. Resolution: The APPLICANT will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- B10.9. Upon request, an incident report will be made available to the APPLICANT within five (5) working days of resolution of the trouble.
- B10.10. In the case that maintenance is subcontracted out to a SUB-OFFEROR, the OFFEROR shall hold and manage the subcontract and shall be considered the responsible party with regards to this SLA.
- B10.11. OFFEROR shall provide historical aggregate uptime statistics for the proposed service in the geographic area encompassing APPLICANT.
- B10.12. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the OFFEROR. The OFFEROR will include only the portion of maintenance that is required to support the APPLICANT fiber segments.
- B10.13. OFFEROR shall affirm that any backbone infrastructure is capable of supporting the provisioned transmission rate of bandwidth required to each site.

B11. CATEGORY 1 NETWORK EQUIPMENT

- B11.1.1. APPLICANT requires network equipment to place circuits into service at a

minimum of 10Gbps at all sites once the Leased Dark Fiber, Dark Fiber IRU, or self-provisioned network is available.

- B11.1.2. For Technical Requirements of Category 1 Network Equipment please see (**Section C**).
- B11.1.3. OFFEROR shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their response, and that it has the certification/specialization level required by Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.
- B11.1.4. OFFEROR shall warrant that the products are new, unopened, and in their original box. The equipment shall not be End-of-Life, End-of-Support or End-of-Sale. All network electronics must be fully supported by the manufacturer and have the ability to have support and maintenance contracts from the original manufacturer.
- B11.1.5. OFFEROR shall provide APPLICANT with a copy of the End User license agreement, and shall warrant that all Manufacturer Software, Operating Systems and Licenses are licensed originally to APPLICANT as the original licensee authorized to use the Manufacturer Software and Operating Systems.
- B11.1.6. In the event there are questions pertaining to the validity of the products, the APPLICANT reserves the right to verify the origin of the products directly with the Manufacturer. In the event the Products have been acquired from unauthorized channels, the APPLICANT further reserves the right to reject the OFFEROR'S bid and/or return the products for a full refund.

B12. TIMELINE

- B12.1. OFFEROR shall include a timeline for bringing each CONNECTION online.
- B12.2. OFFERORS with a SOLUTION requiring little to no special construction shall affirm that all sites shall be online by July 1, 2025, the start of the E-Rate Funding Year.
- B12.3. For SOLUTIONS requiring special construction, a schedule of bringing each site online shall be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts. Note: June 30, 2026, will be the E-Rate service delivery deadline to light circuits that will be funded in FY2025-26 regardless of the date FCDL is issued.
- B12.4. If a SITE is under an existing contract and will be transitioned to OFFEROR'S SOLUTION at another point during the term, OFFEROR affirms that it will be able to do so before the end of the E-Rate funding year addressed within this Request for

Proposals.

B13. TERMINATION POINT

- B13.1. A SOLUTION shall terminate service and/or applicable infrastructure at the SITE locations specified in (**SECTION F**) and in accordance with the Technical Specifications (**SECTION C**) for the proposed solution.
- B13.2. SOLUTIONS shall terminate at the Demarcation point. SOLUTIONS that deliver service to the property line but not to the demarcation point are not acceptable.
- B13.3. OFFEROR shall specify specific demarcation requirements within their response. Details shall include details such as rack space requirements, delivery hand-off, power requirements, room requirements, etc.

B14. ACCEPTANCE PACKAGE

- B14.1. The OFFEROR shall provide all close-out documentation relevant to a SOLUTION upon APPLICANT acceptance of service.

B15. NETWORK DIAGRAM

- B15.1. For each response, OFFEROR must include a network diagram displaying the paths to be used to serve each SITE.
- B15.2. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between HUB SITE and each CONNECTION SITE.

B16. COMMUNICATION & REPORTING REQUIREMENTS

- B16.1. OFFEROR shall supply usage, uptime, and reliability statistics on both a real-time and historical basis. Reports shall reflect peak utilization, buffer utilization, re-tries, and rate of error on a real-time basis on APPLICANT segments to the APPLICANT HUB SITE. All reports must be available electronically (HTTP, SNMP, or read-only SMTP). Additionally, OFFEROR shall create an annual report on June 30th detailing uptime for each CONNECTION as well as a consolidated overall report.
- B16.2. OFFEROR shall supply an actionable plan detailing the frequency, process, timeliness, and procedure of firmware, software, and generic program updates for all active devices used in the SOLUTION.
- B16.3. OFFEROR shall include orientation training and provide full, detailed explanations of how the SOLUTION works, various functions of the SOLUTION, and how APPLICANT SITES connect to the SOLUTION in a seminar presentation including documentation for APPLICANT personnel.

- B16.4. If applicable, OFFEROR shall include a detailed implementation project plan that meets APPLICANT required timelines.
- B16.5. OFFEROR shall include, at a minimum, bi-annual meetings between OFFEROR technicians and APPLICANT technicians to discuss any issues and resolutions.
- B16.6. The OFFEROR shall provide detailed and comprehensive billing with itemized monthly recurring and non-recurring charges for each SITE.
- B16.7. OFFEROR shall provide detailed, comprehensive, and itemized Custom Service Records by SITE.
- B16.8. APPLICANT requires online access for both billing and Customer Service related issues.

SECTION C: TECHNICAL SPECIFICATIONS

C1. STANDALONE DATA TRANSMISSION SERVICE SPECIFICATIONS

- C1.1. Any reference to "fiber" relative to special construction specifications in any related procurement documents should be understood to be a general industry-accepted reference and not an indication of preference for fiber by the APPLICANT. In accordance with E-Rate Program rules, the APPLICANT will evaluate services delivered by any mode that also meets the stated specifications.

C2. LEASED LIT TECHNOLOGY SPECIFICATIONS

- C2.1. OFFEROR shall provide an OSI Layer 2 handoff that supports IEEE 802.1ad Q-in-Q Tunneling to all for the APPLICANT'S tagged and untagged frames.
- C2.2. SITE connections shall be IEEE 1000 Base-SX, for transmission rates of 1 Gbps **or** IEEE 10GBase-SR (For transmission rates > 1 Gbps via LC connections. Wavelength of Optical media SFP / SFP+ modules shall be specified by OFFEROR prior to installation and verified for compatibility with APPLICANT equipment.
- C2.3. At OFFEROR'S discretion, each CONNECTION may be identified physically on their own port of an edge device owned and installed by OFFEROR at the APPLICANT'S HUB SITE for the purpose of providing handoff to the APPLICANT.
 - C2.3.1. Space and power at each SITE is limited and OFFERORS are encouraged to consolidate as much equipment as possible to provide the greatest density to meet the requirements specified.
- C2.4. The OFFEROR will make all reasonable efforts to ensure 99.99% network availability of each circuit.
- C2.5. Commitment of 0.25% frame/packet loss or less.
- C2.6. Commitment of 3ms network latency or less.
- C2.7. Commitment of 4ms network jitter or less.
- C2.8. There is no right of the OFFEROR to limit, throttle, or filter the capacity of the subscribed circuit at any time for any reason.
- C2.9. Ethernet frames must remain intact end-to-end with no packet disassembly or reassembly (fragmentation). The Maximum Transmission Unit (MTU) of the overall packets should be 1522 bytes or greater.

- C2.10. The proposed SOLUTION must be compatible with IEEE hardware standards. IPv4 and IPv6 are processed in hardware and not software.
- C2.11. SOLUTION shall be compatible with IP routing protocols including RIP, OSPF, and BGP, etc.
- C2.12. SOLUTION must support VLAN services, Link Aggregation, Link Layer Discovery Protocols, and Quality of Service (QoS).
 - C2.12.1. 802.3ad (Link Aggregation via LACP)
 - C2.12.2. 802.1Q (VLAN Tagging and Q-in-Q Tunneling)
 - C2.12.3. 802.1p (Quality of Service)
 - C2.12.4. 802.1ab (Link Layer Discovery Protocol) LLDP
 - C2.12.5. Multicast Forwarding Support
- C2.13. SOLUTION shall not limit the number of MAC addresses registered in the MAC address tables of the respondent's WAN hardware.

C3. LEASED DARK FIBER SPECIFICATIONS

C3.1. Excess Strands for Applicant's Future Use

If the OFFEROR installs excess strands for the APPLICANT'S exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the APPLICANT in the future, the OFFEROR must cost-allocate the costs associated with the excess strands only. No other special construction charges need to be cost-allocated.

C3.2. Excess Strands for OFFEROR'S Future Use

For lit services special construction and leased dark fiber special construction, if the OFFEROR wishes to place extra strands in the build for its own use, the OFFEROR must cost-allocate the cost of the service-provider-owned extra strands. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

C3.3. APPLICANT should seek documentation from the OFFEROR which outlines the added incremental costs attributable to purchasing and installing a 48-strand cable instead of a 12-strand cable.

- C3.4. Note that the costs associated with excess strands of fiber that will not be lit in the first year are ineligible and the OFFEROR should not include such costs in their billing to the APPLICANT.
- C3.5. APPLICANT must have a minimum of two (2) strands (1 pair) of fiber optic cable between SITES.
 - C3.5.1. OFFEROR shall indicate whether they are able and willing to provide the following if so requested by APPLICANT:
 - C3.5.1.1. Four (4) strands / two (2) pairs of additional fiber optic cable.
 - C3.5.1.2. Twelve (12) strands / six (6) pairs of additional fiber optic cable.
 - C3.5.1.3. Another size/strand count cable.
- C3.6. OFFERORS are free to bid the minimum, some, all, and additional strand options. It is not required to bid all strand count options.

C4. SERVICES PROVIDED OVER THIRD-PARTY NETWORKS SPECIFICATIONS

- C4.1. OFFERORS must have dedicated bandwidth between the designated endpoints.
- C4.2. A minimum of 1 Gbps, upgradeable to 10 Gbps to the sites and 25 Gbps to the Hub.
- C4.3. Minimum Circuit uptime of 99.99%; 99.999% preferred
- C4.4. Frame/packet loss .25% commitment or less preferred
- C4.5. 25ms network latency or less commitment is preferred
- C4.6. 10ms network jitter or less commitment preferred
- C4.7. There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason preferred

C5. SELF-PROVISIONED DATA TRANSPORT SPECIFICATIONS

- C5.1. Self-Provisioned Data Transport Solutions
 - C5.1.1. The following technical specifications apply to any OFFEROR that is proposing a Self-Provisioned SOLUTION.

- C5.1.2. APPLICANT will accept proposals for any SOLUTION architecture but shall score, preferentially, a SOLUTION that adheres to the following example design outlined in (SECTION F)
- C5.1.2.1. Any reference to "fiber" relative to special construction specifications should be understood to be a general industry-accepted reference and not an indication of preference for fiber by the APPLICANT. In accordance with E-Rate Program rules, the APPLICANT will evaluate Self-Provisioned Solutions delivered by any mode that also meets the stated specifications.
 - C5.1.2.2. APPLICANT desires **twelve (12) strands (6 pairs)** of SM/SA/SJ/LT fiber using OS2 (Specifically G.652C, D – 9/125 – IEC60793-2-50 B1.3) along each SEGMENT.
 - C5.1.2.3. APPLICANT intends to light **four (4) strands / two (2) pairs** along each SEGMENT in the first Funding Year.
 - C5.1.2.4. APPLICANT intends to utilize DWDM technology along each segment.
 - C5.1.2.4.1. APPLICANT shall discuss and negotiate with OFFEROR prior to equipment acquisition the desired DWDM channels on each segment.
 - C5.1.2.4.2. OFFEROR shall provide OTDR traces in Bell core standard or format and PDF format, including 2-point loss, and verify a minimum 0.2dB or less loss per segment.
- C5.1.3. Cost Allocation Scenarios:
- C5.1.3.1. A single, eligible entity (school or library)
 - C5.1.3.1.1. If the APPLICANT installs the exact number of fiber strands that they will light in the first year, and no extra fibers are installed, all fiber strands and special construction charges **are eligible** and no cost allocation is required.
 - C5.1.3.1.2. If the APPLICANT installs more fiber strands than it will light in the first year, E-rate will pay **only** for the number of strands being lit in the first year of service and additional strands **are ineligible**. No cost allocation is required for the special construction charges. E-rate APPLICANTS may only receive E-rate funding for self-provisioned or dark fibers that are lit within the funding year. If the APPLICANT requests excess strands that will remain dormant until the APPLICANT lights the excess strands for their exclusive future use, the OFFEROR

would need to cost-allocate the unlit stands in the applicable funding year.

An **Example** where APPLICANT has indicated that they will be using 12-strands during the Funding Year Applied for, but requested 48-Strands for installation:

| Item | 12 Strand Cable | 48 Strand Cable | Cost Allocation Amount that APPLICANT should remove from the one-time special construction reimbursement request |
|-------------|-----------------|-----------------|--|
| Fiber Cable | \$.38 per foot | \$1.04 per foot | \$.66 per foot |

C5.1.3.2. A consortium of all eligible entities

C5.1.3.2.1. As with the example above, all fiber (lit and unlit in the first year) must be dedicated to only eligible entities and the cost of strands not lit in the first year must be cost-allocated.

C5.1.3.3. A consortium of eligible and ineligible "NON-public sector, municipal entities"

C5.1.3.3.1. If the APPLICANT purchases and installs fiber for the usage of the eligible entities and **ineligible (non-public sector)** entities, the funding request will not be funded. E-rate funded self-provisioned fiber is exclusively owned by the E-rate APPLICANT consortium and is for the exclusive use of the E-rate eligible APPLICANT.

C5.1.3.4. A consortium of eligible and ineligible "public sector, municipal entities"

C5.1.3.4.1. For E-Rate, "public sector partner" is defined as health care and public sector (governmental) entities, including, but not limited to state colleges and universities, state educational broadcasters, counties, and municipalities.

C5.1.3.4.2. For a self-provisioning consortium that includes a public-sector partner, the special construction cost-allocation rules are the same as the Leased Lit Fiber services with special construction or Leased Dark Fiber services with special construction. The cost of the ineligible fibers must be deducted from the funding request, but only the incremental costs related to labor,

materials, engineering, project management, and design must be cost-allocated.

C5.1.3.4.3. **Note:** An APPLICANT is warned they should be prepared to show evidence during PIA review that the deduction of all incremental costs associated with design, engineering, project management, construction, procurement of fiber, and procurement of structured materials of the larger strand cable has occurred when compared to the costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the fiber strand cable only used by the eligible Applicant. The OFFEROR should be prepared to provide all documents required to support the APPLICANT during PIA review.

C5.1.3.5. E-Rate Program rules stipulate the following when any constructed strands will remain dormant in the first funding year in which they are constructed:

C5.1.3.5.1. Cost allocation must be performed to remove the cost of fiber strands that will not be lit in the first funding year as ineligible charges.

C5.2. **OSP INSTALLATION SPECIFICATIONS**

C5.2.1. **Material Requirements**

C5.2.1.1. Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.

C5.2.1.2. Selected OFFEROR and its SUB-OFFERORS will provide all material management to ensure that the project remains on track according to the project milestones.

C5.2.1.3. All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the OFFEROR will be the sole responsibility of the OFFEROR, who will replace such damaged material at no additional expense to the APPLICANT.

C5.2.1.4. The buried conduit shall be **High-density polyethylene (HDPE)** with appropriate clamps. All fittings for HDPE pipe shall meet or exceed the following specifications:

- C5.2.1.4.1. **ASTM F714** Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR), based on outside diameter.
- C5.2.1.4.2. **ASTM D1248** Standard Specification for Polyethylene Plastic Molding and Extrusion.
- C5.2.1.4.3. **ASTM D3350** Standard Specification for Polyethylene Plastic Pipe and Fittings Materials.
- C5.2.1.4.4. **ASTM D3035** Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR). Based on controlled outside diameter.
- C5.2.1.4.5. **ASTM D3261** Standard Specification for Butt Heat Fusion PE Plastic Fittings for PE Plastic Pipe and Tubing.
- C5.2.1.4.6. **ASTM F2206** Standard Specification for Fabricated Fittings of Butt-fused Polyethylene Plastic Pipe, Fittings, Sheet Stock Plate Stock or Block stock.
- C5.2.1.4.7. **ASTM F2620** Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings
- C5.2.1.5. The exact requirements for location and type of conduit for building entrances and within the building shall be verified with the building owner.
- C5.2.1.6. All Hand Holes shall be Michigan DOT approved, 45,000 lb. load-rated CDR or comparable enclosures on roadways and railways, and pedestrian-rated hand holes for non-roadways and railways.
- C5.2.1.7. Large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
- C5.2.1.8. Unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better
- C5.2.1.9. Fiber must be SM/SA/SJ/LT with the following specifications and/or standards:
 - C5.2.1.9.1. TU-T G.652.C/D compliant
 - C5.2.1.9.2. Maximum Attenuation @ 1310nm 0.34 dB/km
 - C5.2.1.9.3. Maximum Attenuation @ 1385nm: 0.31 dB/km

C5.2.1.9.4. Maximum Attenuation @ 1550nm
0.22 dB/km

C5.2.1.10. All connector splices shall be protected with heat shrinks. Connector Types shall be SC.

C5.2.1.11. Any warranties associated with the fiber and any other outside plant materials must revert to the APPLICANT as the fiber owner upon completion of construction.

C5.2.2. **Specifications**

C5.2.2.1. Survey

C5.2.2.1.1. Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.

C5.2.2.1.2. OFFEROR will locate underground lines of third parties in the cable route area prior to construction.

C5.2.2.2. Permits and Traffic Control

C5.2.2.2.1. OFFEROR must adhere to all applicable Federal, State and local laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.

C5.2.2.2.2. All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the OFFEROR'S responsibility. The respondent's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

C5.2.2.3. Tracer Wire Installation

C5.2.2.3.1. Tracer wire of a minimum of 18 gauge shall be placed with all conduit. OFFEROR shall provide the tracer wire and shall install, splice, and test the tracer wire (for continuity). If the tracer wire is broken during installation, the wire shall be repaired at OFFEROR'S expense and shall be tested after installation.

C5.2.2.3.2. For multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on the public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the

fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

C5.2.2.4. Conduit Pull Tape

C5.2.2.4.1. For all conduits utilized, interior or exterior, a 1250 lbs polyester pull tape must be left in the conduit for future fiber installations. The ends should be safely secured to prevent the pull tape from being pulled into the conduit rendering it unusable. At least 10 feet extra pull tape should be left available at each end of the conduit.

C5.2.2.5. Depth of Burial

C5.2.2.5.1. Except where otherwise specified, the cable shall be placed to a minimum depth of 36" along roadways and 24" on private property. Greater cable depth will be required at the following locations:

C5.2.2.5.1.1. Where the cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

C5.2.2.5.1.2. Where cable crosses existing subsurface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

C5.2.2.6. Highway, Railroad, and Other Border Crossings

C5.2.2.6.1. All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.

- C5.2.2.6.2. All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
- C5.2.2.6.3. OFFEROR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
- C5.2.2.6.4. Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

C5.2.2.7. Cable Markers

- C5.2.2.7.1. Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all changes in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- C5.2.2.7.2. In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

C5.2.2.8. Hand Holes

- C5.2.2.8.1. Hand holes will be placed in accordance with industry best practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
- C5.2.2.8.2. All hand holes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.
- C5.2.2.8.3. Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the OFFEROR will be responsible for correcting the problem immediately without additional cost to the APPLICANT.
- C5.2.2.8.4. After cable placement, all ducts will be sealed.

- C5.2.2.8.5. All splice hand holes/manholes shall contain a ground rod with test leads.
- C5.2.2.8.6. A minimum of 100' coil of cable shall be left in each hand hole/building for splicing use.

C5.2.2.9. Splicing

- C5.2.2.9.1. All splices at each SITE shall be performed with an industry-accepted fusion splicing machine (no mechanical splicing) and protected with heat shrinks. Fiber-to-fiber fusion splicing of optical fibers at each SITE is required.
- C5.2.2.9.2. Complete testing services, such as end-to-end, reel testing, splice loss testing, ORL, power meter/laser source testing, and WDM testing, are required.
- C5.2.2.9.3. Individual splice loss will be 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.
- C5.2.2.9.4. All cables to demarcation points shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner and terminated at APPLICANT'S rack.

C5.2.2.10. Aerial Plant

- C5.2.2.10.1. The APPLICANT is open to aerial fiber runs using existing utility poles, but OFFEROR must adhere to pole owners' requirements for clearances, spans, grounding, guys, and attachments.

C5.2.2.11. Testing Cable

- C5.2.2.11.1. The OFFEROR shall be responsible for on-reel verification of cable quality prior to placement.
- C5.2.2.11.2. Completed test forms on each reel shall be submitted to the APPLICANT.
- C5.2.2.11.3. OFFEROR assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- C5.2.2.11.4. The OFFEROR shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality

testing.

C5.2.2.11.5. The cable ends shall be sealed upon completion of testing.

C5.2.2.11.6. In addition to splice loss testing, selected OFFEROR will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with ANSI/TIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

C5.2.2.12. Restoration

C5.2.2.12.1. All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the APPLICANT and any permitting agencies.

C5.2.2.12.2. OFFEROR shall provide a brief description of the restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction beginning.

C5.2.2.12.3. Worksite restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.

C5.2.2.12.4. Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the APPLICANT, the representative of any interested permitting agency, and/or the railroad representative.

C5.2.2.12.5. OFFEROR will be responsible for any restoration complaints arising within one year after the APPLICANT'S final acceptance.

C5.2.2.12.6. Excess material will be disposed of properly.

C5.2.2.12.7. Debris from clearing operations will be properly disposed of by the OFFEROR / SUB-OFFERORS as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the OFFEROR as per requirements by other interested permitting agencies, and/or the APPLICANT.

C5.2.2.12.8. Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction

of any permitting agencies, and/or the APPLICANT.

C5.2.2.12.9. Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the APPLICANT.

C5.2.2.13. Documentation

C5.2.2.13.1. As-built drawings will include paper and digital copies of the following:

C5.2.2.13.1.1. Fiber cable routes; digital map preferred in KMZ/KML (Google Earth) format.

C5.2.2.13.1.2. Drawings, site drawings, permit drawings, and computerized design maps and electronically stored consolidated field notes for the entire route must include:

C5.2.2.13.1.2.1. Verification of as-built and computerized maps

C5.2.2.13.1.2.2. Splicing locations

C5.2.2.13.1.2.3. Optical fiber assignments at patch panels

C5.2.2.13.1.2.4. Optical fiber assignments at splice locations

C5.2.2.13.1.2.5. OFFEROR shall provide OTDR traces in Bell core standard or format and PDF format, including 2-point loss, and verify a minimum 0.2dB or less loss per segment. Documentation shall also include EOC numbers, cable footages, INs and Outs on storage loops.

C5.2.2.13.1.2.6. Date of installation

C5.2.2.13.1.2.7. Aerial installation documents should include

C5.2.2.13.1.2.7.1. Pole attachment inventories

C5.2.2.13.1.2.7.2. Pole attachment applications

C5.2.2.13.1.2.7.3. Pole attachment agreements between respondent and other utilities

C5.2.2.13.1.2.7.4. GPS points of reference for utility poles

C5.2.2.13.1.2.7.5. Photo images of poles to which fiber is attached

C5.2.2.13.1.2.8. Underground installation documents should include

C5.2.2.13.1.2.8.1. Conduit design and detailing

C5.2.2.13.1.2.8.2. Manhole detailing

C5.2.2.13.1.2.8.3. Preparation of all forms and documentation for approval of conduit construction and/or installation

C5.2.2.13.1.2.8.4. Digital Proof of Registration within MISS DIG for all underground plant.

C5.2.2.13.1.3. Fiber details will include:

C5.2.2.13.1.3.1. Manufacturer

C5.2.2.13.1.3.2. Cable type and diameter

C5.2.2.13.1.3.3. Jacket type: armored single-mode

C5.2.2.13.1.3.4. Fiber core and cladding diameter

C5.2.2.13.1.3.5. Fiber attenuation per kilometer

C5.2.2.13.1.3.6. Fiber bandwidth and dispersion

C5.2.2.13.1.3.7. Index of refraction

C5.2.2.13.1.3.8. Manufactured date

C5.2.2.13.1.4. OTDR documentation will include:

C5.2.2.13.1.4.1. Each SEGMENT shall be tested bi-directionally from SITE to SITE with a recently calibrated OTDR.

C5.2.2.13.1.4.2. Each span's traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.

C5.2.2.13.1.4.3. Reel acceptance

- C5.2.2.13.1.4.4. Individual fiber traces for complete fiber length
- C5.2.2.13.1.4.5. Paper and computer disk records of all traces
- C5.2.2.13.1.4.6. Losses of individual splices
- C5.2.2.13.1.4.7. Anomalies
- C5.2.2.13.1.4.8. Wavelength tests and measurement directions
- C5.2.2.13.1.4.9. Manufacturer, model, serial number, and date of last calibration of OTDR

C5.2.2.13.1.5. Power Meter documentation will include:

- C5.2.2.13.1.5.1. Total link loss of each fiber
- C5.2.2.13.1.5.2. Wavelengths tested and measurement directions
- C5.2.2.13.1.5.3. Manufacturer, model, serial number, and date of last calibration for all equipment used

C5.2.3. Project Closeout and Warranty

- C5.2.3.1. The fiber optic cabling system installed shall be eligible for coverage by a manufacturer's Limited Lifetime Warranty to the Applicant.
- C5.2.3.2. OFFEROR shall provide labor, materials, and documentation in accordance with the manufacturer's requirements necessary to ensure that the APPLICANT will be furnished Manufacturer's Warranty.
- C5.2.3.3. OFFEROR shall ensure that the APPLICANT receives the manufacturer-issued project warranty certificate within 60 calendar days of warranty registration.
- C5.2.3.4. Test Reports shall be delivered to the APPLICANT within 30 days upon completion of the project. Color test reports for individual cable tests shall be delivered to APPLICANT in (1) hard copy and one (1) electronic copy in PDF format on a thumb drive. Summary sheets are not acceptable.
- C5.2.3.5. As-Built Drawings shall be delivered to the APPLICANT within 30 days upon project completion. Provide (1) hard copies to APPLICANT and (1) electronic copy in PDF format on a thumb drive. Drawings shall include all cable pathway routes and work area outlets nomenclature. Provide a laminated copy for each closet Work Area Space. Install the

laminated copy in each consortium district's Data Center/MDF where the fiber is terminated.

C5.2.4. **Installer Qualifications**

- C5.2.4.1. The selected OFFEROR will provide the APPLICANT with proof of qualified BICSI (and/or) FOA certifications as well as all product manufacturers' certifications. All certifications shall be maintained throughout the life of the contract. These individuals will be ultimately responsible for district projects as assigned:
 - C5.2.4.1.1. The project designer shall have a current BICSI RCDD and/or FOA CFOS/D Certification.
 - C5.2.4.1.2. On-site installer team leads shall have current BICSI Installer 2, Optical Fiber (INSTF), preferably a BICSI Technician (TECH) certification.
 - C5.2.4.1.3. A minimum of one (1) on-site technician for inside plant and outside plant installation shall have a current BICSI Installer 2, Optical Fiber (INSTF) certification.
- C5.2.4.2. Should the RCDD assigned to district projects change during the life of this contract, the new RCDD assigned shall also submit proof of these certifications.
- C5.2.4.3. The Respondent will be responsible for all fees and expenses associated with this training and certification.
- C5.2.4.4. **The APPLICANT has the right to waive all or some of the installer qualification requirements if it so chooses, this is solely based on the APPLICANT'S discretion.**

C5.2.5. **References, Standards, and Codes**

- C5.2.5.1. Specifications in this document are not meant to supersede state law or industry standards. OFFERORS shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the *Telecommunications Distribution Methods Manual* (TDMM) by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.
- C5.2.5.2. It is required that the OFFEROR be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these

references, standards, and codes to all outside plant communications system designs executed on the behalf of the Applicant.

- C5.2.5.3. Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

C6. CATEGORY 1 NETWORK EQUIPMENT SPECIFICATIONS

C6.1. SELF-PROVISIONED, LEASED DARK, OR IRU NETWORK EQUIPMENT REQUIREMENTS

- C6.1.1. Network equipment shall be **Cisco Meraki** or 100% equivalent and must include all necessary licenses, software, and operating systems.
- C6.1.2. All specified switches must be 10Gb+ fiber capable, have resilient power supplies, distance appropriate 10Gb SFP+ modules (all distances are over 10km) and IP services Licenses included. To keep the switches affordable, they should be specified with the fewest copper ports available and do not need POE capabilities.
- C6.1.3. All switches bid shall be Layer 3 capable.

- C6.2. Any proposals for equivalent equipment must include an explanation outlining how the proposed equipment offers the same functionality as the example make and model.

C7. REFERENCES, STANDARDS, AND CODES

| Standard/Reference | Name/Description |
|-------------------------------------|---|
| BICSI TDMM | Telecommunications Distribution Methods Manual 15th edition |
| National Electrical Code (NEC) 2023 | National Electric Code |
| NEC - NFPA 70E 2023 | National Electric Code - National Fire Protection Association Code |
| NESC | National Electrical Safety Code, IEEE |
| OSHA Codes | Occupational Safety and Health Administration |
| IEEE 802.3 (series) | Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard |
| ANSI/TIA-526-7-A | Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant |

| | |
|------------------|--|
| ANSI/TIA-568.0-D | Generic Communications Cabling for Applicant Premises. |
| ANSI/TIA-568.1-D | Commercial Building Telecommunications Cabling |
| ANSI/TIA-568.2-D | Balanced Twisted-Pair Telecommunications Cabling and Components |
| ANSI/TIA-568.3-D | Optical Fiber Cabling Components |
| ANSI/TIA-569-D | Commercial Building Standard for Telecommunications Pathways and Spaces. |
| ANSI/TIA-606-B | Administration Standard for Telecommunications Infrastructure |
| ANSI/TIA-606-C | Administration Standard for the Commercial Telecommunications Infrastructure. |
| ANSI/TIA-607-C | Commercial Building Bonding and Grounding (Earthing) Requirements for Telecommunications. |
| ANSI/TIA-758-B | Applicant-Owned Outside Plant Telecommunications Infrastructure Standard. |
| ANSI/TIA-942-A | Telecommunications Infrastructure Standard for Data Centers |
| ANSI/TIA-440-C | Fiber Optic Terminology |
| ANSI/TIA-1152-A | Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling |
| ANSI/TIA-4966 | Telecommunications Infrastructure Standard for Educational Facilities |
| TSB-140 | Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems |
| TSB-184-A | Guidelines for Supporting Power Delivery Over Balanced Twisted-Pair Cabling |
| TSB-190 | Guidelines on Shared Pathways and Shared Sheaths |

SECTION D: FORMAT, RESPONSE, SCORING AND CHECKLIST

D1. DEFINITIONS

D1.1. **PROPOSAL PRESENTATION REQUIREMENTS** - Each proposal should provide all of the information requested in this document in the following format outlined below. Submissions deemed by the evaluation committee to be incomplete or incomprehensible will not be considered for an award.

D1.1.1. Proposal Format:

- D1.1.1.1. Include a transmittal letter written on OFFEROR'S letterhead with full name, OFFEROR'S legal status (sole proprietor, partnership, corporation or other), address, telephone number and fax number.
- D1.1.1.2. BID RESPONSE FORMAT AND CHECKLIST, this section (**SECTION D**)
- D1.1.1.3. Include a complete Table of Contents.
- D1.1.1.4. **REFERENCE FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.5. **PUBLIC DISCLOSURE FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.6. **CONTACT PERSON FORM/PROPOSAL SIGNATURE (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.7. **FAMILIAL DISCLOSURE AFFIDAVIT (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.8. **DEBARMENT AND SUSPENSION CERTIFICATION (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.9. **IRAN ECONOMIC SANCTIONS ACT FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.10. **FCC REGISTRATION NUMBER FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.11. **FCC RED LIGHT STATUS (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.

- D1.1.1.12. **USAC ISSUED 498 ID (FORMERLY SPIN) FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.13. **E-rate Program Integrity Assurance (PIA) Review (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- D1.1.1.14. **OFFEROR EXPERIENCE AND PERSONNEL**
- OFFEROR must include in the proposal a description of its company, including the organization's experience and history with providing services to similar organizations. The OFFEROR shall provide the following information:
 - Historical background on individual or firm making proposal;
 - Description of the division of OFFEROR'S firm that provides these services;
 - List of individuals who will manage this project and his/her professional qualifications;
 - Whether OFFEROR'S organization is national, regional, or local.
 - Whether OFFEROR is an E-rate telecommunications service provider.
 - Explain in detail the duration and extent of experience with similar school districts including name, address and phone number of the contact person for each operation.
 - OFFEROR should include any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
 - Contractor and Subcontractor Listing - Submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.
- D1.1.1.15. **PROJECT APPROACH**
- Describe the approach to be taken including, but not limited to, how the project will be organized, number and types of staff involved, project milestones, and estimated timelines and

schedules.

D1.1.1.16. **COMPLIANCE WITH MINIMUM QUALIFICATIONS**

- Please provide a narrative to demonstrate how your company meets and/or exceeds the minimum qualifications listed in the RFP.

D1.1.1.17. **TRAINING AND PROFESSIONAL DEVELOPMENT**

- OFFEROR shall provide details with regards to the training and professional learning options available to APPLICANT's staff with regards to the solution proposed. Scope shall be limited to the functions of the wide area network and how the wide area network connects the APPLICANT's sites.

D1.1.1.18. **PROPOSED AGREEMENT**

- OFFEROR shall provide a copy of any proposed agreement form if applicable. APPLICANT shall not accept any agreement that does not include a specific cancellation clause that is in conflict with **A.3.8** or **A.3.10**. In cases of dispute, APPLICANT'S contract and RFP language shall take precedence unless otherwise indicated.

D1.2. **PRICING AND BILLING**

D1.2.1. OFFEROR shall submit appropriate pricing sheet based on proposed solution(s) **(SECTION E)**

D1.2.2. OFFERORS shall have an authorized representative sign the included cover sheet **(SECTION E)** agreeing to the pricing terms proposed therein. Any pricing cover sheet lacking signature is grounds for immediate rejection of the proposal.

D1.2.3. Each OFFEROR that proposes special construction, as defined and detailed in **(SECTION C)**, must list it separately, in detail, on **(SECTION E)** regardless of proposed solution.

D1.2.4. OFFEROR is required to either affirm that there shall be no further Non-Recurring Charges (NRC) or Special Construction costs at a contract extension, or provide an estimate of costs due at the time of contract extension.

D1.2.5. OFFEROR must provide an hourly rate for future unidentified criteria, support services, and consulting services when requested.

D1.2.6. OFFERORS bids should be inclusive of all travel costs if required.

D1.2.7. OFFERORS are strongly encouraged to include a milestone payment schedule in their bid response and resulting contract for projects that include special construction charges. OFFERORS must include an example of their contract with their bid response.

D1.2.8. To provide the most accurate cost comparison between disparate solutions, APPLICANT shall apply the following rules to any proposal submitted with incomplete pricing:

D1.2.8.1. Incomplete Recurring costs (MRC or YRC) shall be calculated by applying the United States Long-Term Average Inflation Rate (**LTAIR**) - 3.28% - compounded annually over the remaining, incomplete duration requested. Example: If a 60-month term is requested and only 36-months are presented, the yearly cost will be calculated by multiplying the MRC by 12, with years 4 and 5 having the LTAIR applied as such:

- Year 4 = $(MRC * 12) * (1.0328)$
- Year 5 = $(MRC * 12) * ((1.0328)^2)$

D1.2.8.2. For incomplete Non-Recurring Charges (NRC) or Special Construction Costs, an estimate of the lesser of \$50,000 or 25% of the calculated annual cost ($MRC * 12$) shall be applied annually to any contract not supplying estimated non-recurring charges over the length of a contract extension **or** if OFFEROR does not affirm that there shall be no further non-recurring charges for the duration of a proposed contract extension.

D1.2.8.3. Incomplete contract extension requests shall be calculated by applying the principles found in both **D1.2.8.1** and **D1.2.8.2** to gain a fairly estimated calculation.

An **example** follows where only a single, 60-Month Term is proposed.

- Year 6 = $((\text{Cost of 60 Month Contract MRC} * 12) * (1.0328)) + \text{FLOOR}((60 \text{ Month MRC} * 12 * 1.0328 * 0.25), 50000)$
- Year 7 = $((\text{Cost of 60 Month Contract MRC} * 12) * (1.0328)^2) + \text{FLOOR}((60 \text{ Month MRC} * 12 * (1.0328^2) * 0.25), 50000)$

D1.2.9. Any OFFEROR proposing a Leased Lit Fiber Solution as defined in (**SECTION C**) is required to provide the following information in their (**SECTION E**) response:

- D1.2.9.1. Pricing options as follows:
- 36-Month Term with two (2) 12-month extensions for all requested transmission rates.
 - 60-Month Term with two (2) 60-month extensions for all requested transmission rates.
 - Month-to-Month or Annual cost after an initial contract period expires.
 - Anticipated Non-Recurring costs due at term extension.
- D1.2.9.2. OFFEROR is required to provide pricing for the following Transmission Rates:
- 1 Gbps;
 - 10 Gbps;
 - 25 Gbps
- D1.2.9.3. If OFFEROR is unable to meet all required transmission rates, they should indicate on the pricing sheet (**SECTION E**)
- D1.2.9.4. If OFFEROR does not provide pricing for all required transmission rates, a multiplier may be applied by the APPLICANT to the MRC of provided transmission rates to reach an estimated calculation for any missing information.
- D1.2.9.5. Special construction, monthly recurring costs, and any additional non-recurring costs are required to be broken out and listed separately.
- D1.2.9.6. OFFERORS are free to propose additional pricing terms provided they have also included pricing for required transmission rates in at least one service category on (**SECTION E**) pricing table.
- D1.2.9.7. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
- D1.2.9.8. If an increase in bandwidth is requested by APPLICANT during the contract period the contract shall not renew or extend for any reason.
- D1.2.9.9. Any OFFEROR proposing a Leased Dark Fiber Solution as defined in (SECTION C) is required to provide the following information in their (SECTION E) response:

- D1.2.9.10. OFFEROR shall provide the following pricing terms:
- 36-Month Term with two (2) 12-month extensions for requested strand counts.
 - 60-Month Term with two (2) 60-month extensions for requested strand counts.
 - Month-to-Month or Annual cost after any initial contract period expires.
 - Anticipated Non-Recurring costs due at term extension.
- D1.2.9.11. APPLICANT must have a minimum of two (2) strands (1 pair) of fiber optic cable between the HUB SITE and each connecting SITE.
- OFFEROR shall indicate whether they are able and willing to provide the following if so requested by APPLICANT:
 - Four (4) strands / two (2) pairs of additional fiber optic cable.
 - Twelve (12) strands / six (6) pairs of additional fiber optic cable.
- D1.2.9.12. OFFERORS are free to bid the minimum and/or both strand options. It is not required to bid all strand count options.
- D1.2.9.13. Special construction and monthly recurring costs are required to be listed separately.
- D1.2.9.14. OFFERORS are free to propose additional pricing terms provided they have also included pricing for required transmission rates in at least one service category on (**SECTION E**) pricing table.
- D1.2.9.15. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
- D1.2.9.16. Any OFFEROR proposing an IRU Solution as defined in (**SECTION C**) is required to provide the following information in their (**SECTION E**) response:
- D1.2.9.17. 3, 5, 10, 15, and 20-year agreements are requested with an option to extend for one (1) year at the end of any contract term.
- D1.2.9.18. Special construction fee is required to be listed separately. Monthly

recurring costs should include IRU and fiber maintenance fees.

- D1.2.9.19. OFFERORS are free to propose additional pricing terms provided they have also included pricing for required transmission rates in at least one service category on (**SECTION E**) pricing table.
- D1.2.9.20. No increased pricing will be allowed during the term of the quoted special construction, IRU fee, and MRC rate in each pricing cell of the matrix.
- D1.2.9.21. If special construction is required, OFFEROR shall guarantee APPLICANT significant reductions from prevailing market rates for the IRU fee and annual maintenance charges on all newly built segments.
- D1.2.9.22. The fiber owner (not the APPLICANT) must claim responsibility for repairs in the event of a catastrophic cut or service relocation.
- D1.2.9.23. Fiber maintenance shall be combined with IRU fee and represented as a single monthly recurring cost. (**SECTION C** for details)
 - o Fiber maintenance must meet the SLA terms found in (**SECTION B**).
- D1.2.9.24. If maintenance cannot be quoted for the entire time span of the IRU, OFFEROR shall include alternate time span quotes as well as explanation for the shorter time span.
- D1.2.9.25. OFFERORS shall describe the process for relocates including assumption of costs.
- D1.2.9.26. Any OFFEROR proposing a Self-Provisioned Network Solution as defined in (SECTION C) is required to complete (SECTION E) with this RFP.
- D1.2.9.27. APPLICANT desires a fully "turn-key" project so respondents should provide explanation for APPLICANT'S involvement in the process including ownership and sourcing of permits, etc.
- D1.2.9.28. OFFEROR shall indicate any cost allocations, where applicable, for non-E-rate eligible materials and/or services.
- D1.2.9.29. All "make-ready" and "pre-engineering" costs including, but not limited to: permitting, sub-contracting, easements, railroad fees, flag crews, etc. shall be included in the initial bid.

- **OFFEROR acknowledges that any make-ready costs in excess of 5% of the initial make-ready portion of a submitted proposal shall be at the expense of the RESPONDENT.**

- D1.2.9.30. Refer to USAC’s Fiber Summary Overview for costs eligible as special construction and other considerations related to the construction of new network facilities: [Fiber – Summary Overview](#)
- D1.2.9.31. Any OFFEROR proposing Category 1 Network Equipment as defined in **(SECTION C)** is required to complete **(SECTION E)** with this RFP.
- D1.2.9.32. If any part of the equipment cost is ineligible for Category 1 funding, this must be identified. Respondents must clarify equipment eligibility with USAC before submitting proposals.
- D1.2.9.33. Network equipment may be bid as a stand-alone service by anyone, even if they are not bidding on any fiber service.

D2. SCORING

D2.1. APPLICANT shall apply the following scoring rubric for all proposed connectivity solutions. APPLICANT has weighted e-rate eligible costs as the single highest percentage of the scoring criteria.

D2.2. PROPOSAL SCORING RUBRIC

| % Weight | Criteria |
|--------------------------------------|--|
| PRICING (45% of TOTAL) | |
| 25 | E-rate eligible recurring and non-recurring costs |
| 10 | E-rate ineligible recurring and non-recurring costs |
| 10 | Site Preparation and Maintenance cost for solution |
| PROPOSAL MERIT (40% of TOTAL) | |
| 20 | Proposals merit and ability to deliver requested service |
| 10 | Service reliability and dedicated infrastructure |
| 10 | Proposed contract terms and conditions |
| MISCELLANEOUS (15% of TOTAL) | |
| 5 | Complete bid submission |
| 5 | Previous experience with OFFEROR |
| 5 | OFFEROR references check |

D2.3. EXPLANATION OF RUBRIC

D2.3.1. Pricing - 45% of Total Points

D2.3.1.1. E-Rate Eligible Recurring and Non-Recurring Costs (25 Points)

- Recurring eligible costs shall be judged upon Monthly Recurring cost (MRC) or Annual Recurring Cost (ARC) of the solution presented.
- Non-Recurring Eligible costs are one-time costs incurred by the implementation of the solution that directly provide the connectivity requested.
- All Pricing Calculations shall be normalized to provide each site with 10Gbps of bandwidth. In the event that pricing to deliver 10 Gbps of bandwidth per site is not provided by OFFEROR, a multiplier or divisor to reach 10 Gbps of bandwidth shall be applied.

D2.3.1.2. E-Rate Ineligible Recurring and Non-Recurring Costs (10 Points)

- Ineligible costs shall be judged upon their cost - either Monthly

Recurring or Annual Recurring (MRC / ARC) or their one-time cost. Scoring shall also be dependent upon the necessity of the ineligible cost to the function of the solution with optional / non-required ineligible costs having lower impact upon scoring.

- All ineligible recurring costs shall use the same term structure as defined for eligible recurring costs.

D2.3.1.3. Site Preparation and Maintenance cost for solution (10 Points)

- This category shall include costs for the preparation and / or maintenance of the APPLICANT's site to support implementation of the solution as presented. These costs are not expected to be included in the response, but must be factored in by the APPLICANT when weighing various solutions. Example factors are as follows:
 - Allocation of Datacenter Rack Space
 - Electrical Needs - Generator, UPS, wiring, etc.
 - Thermal Load / HVAC Needs
 - Physical building needs for installation of solution

D2.3.2. Proposal Merit - 40% of Total Points

D2.3.2.1. Proposal merits and ability to deliver requested service (20 Points)

- Points shall be awarded by the proposed solution's ability to deliver the services requested by the APPLICANT.
- Areas of the solution that shall be judged and scored are as follows:
 - Design and Architecture
 - Scalability of solution over total term of proposal
 - Vendor ability to deliver solution

D2.3.2.2. Service Reliability and Dedicated Infrastructure (10 Points)

- Points shall be awarded based upon industry standard understanding of the solution and its reliability.
- Points shall be awarded based on whether infrastructure installed shall be dedicated to the use of the APPLICANT or, when shared, whether such activity could cause a disruption of service to the APPLICANT.

D2.3.2.3. Proposed contact terms and conditions (10 Points)

- Points shall be awarded based upon the completeness of the terms

presented as well as the latitude and flexibility allowed to the APPLICANT with regards to making adjustments based upon the APPLICANT'S needs during a term of contract.

D2.3.3. 15% - Miscellaneous

D2.3.3.1. Complete Bid Submission (5 Points)

- Points shall be awarded if the proposal delivers all information requested and is assembled as required by the bid checklist.
- **Incomplete or incorrectly assembled bids may be entirely rejected at the discretion of the APPLICANT.**

D2.3.3.2. Previous Experience with OFFEROR (5 Points)

- Points shall be awarded fairly based upon any previous experience that the APPLICANT has working with the OFFEROR of the bid.

D2.3.3.3. OFFEROR Reference Checks (5 Points)

- Points shall be awarded based upon reference checks to references supplied by the OFFEROR.
- Points shall also be weighed based upon reference checks to other customers of the respondent who implemented projects of a similar scope and scale or who share an industry vertical with the APPLICANT.

D3. CHECKLIST

OFFEROR shall include this completed checklist as part of their response

| | |
|---|--|
| Cover Letter | |
| Bid Response Format and Checklist | |
| Table of Contents | |
| Reference Form (ATTACHMENT A) | |
| Public Disclosure Form (ATTACHMENT B) | |
| Contact Person Form/Proposal Signature (ATTACHMENT C) | |
| Familial Disclosure Affidavit (ATTACHMENT D) | |
| Debarment And Suspension Certification (ATTACHMENT E) | |
| Iran Sanctions Form (ATTACHMENT F) | |
| FCC Registration Number Form (ATTACHMENT G) | |
| FCC Red Light Status (ATTACHMENT H) | |
| USAC Issued 498 Id (Formerly Spin) Form (ATTACHMENT I) | |
| E-rate Program Integrity Assurance (Pia) Review (ATTACHMENT K) | |
| Experience / Personnel | |
| Contractor / Subcontractor Listing | |
| Project Approach | |
| Compliance with Minimum Standards | |
| Proposed Schedule | |
| Proposed Agreement | |
| Detailed Material Listing | |
| Engineering and Sales Conference Q & A Addendum | |
| “Living” Q & A Addendum | |
| Signed Copy of Addendum(s) | |
| Miscellaneous Vendor Documentation (Optional) | |

Signed Copy of RFP Pricing Sheet (**ATTACHMENT J**)

SECTION E: ATTACHMENTS

Document Contents

| | |
|--|----|
| ATTACHMENT A - REFERENCES | 2 |
| ATTACHMENT B - PUBLIC DISCLOSURE | 3 |
| ATTACHMENT C - CONTACT INFORMATION | 4 |
| ATTACHMENT D - FAMILIAL DISCLOSURE AFFIDAVIT | 5 |
| ATTACHMENT E - DEBARMENT AND SUSPENSION CERTIFICATION | 6 |
| ATTACHMENT F - IRAN ECONOMIC SANCTIONS ACT FORM | 7 |
| ATTACHMENT G - FCC REGISTRATION NUMBER FORM | 8 |
| ATTACHMENT H - FCC RED LIGHT STATUS | 9 |
| ATTACHMENT I - USAC ISSUED 498 ID FORM | 10 |
| ATTACHMENT J - RFP PRICING AND LOCATION SHEET | 11 |
| ATTACHMENT K - E-RATE PROGRAM INTEGRITY ASSURANCE (PIA) REVIEW | 12 |

ATTACHMENT A - REFERENCES

| | |
|---------------------------------|--|
| Company Name | |
| Contact Person | |
| Address | |
| Phone | |
| Fax Number | |
| Email / website | |
| Description of service provided | |

| | |
|---------------------------------|--|
| Company Name | |
| Contact Person | |
| Address | |
| Phone | |
| Fax Number | |
| Email / website | |
| Description of service provided | |

| | |
|---------------------------------|--|
| Company Name | |
| Contact Person | |
| Address | |
| Phone | |
| Fax Number | |
| Email / website | |
| Description of service provided | |

ATTACHMENT B - PUBLIC DISCLOSURE

Firm Name: _____

I hereby certify that I understand:

- EUPConnect Collaboration members’ employees shall not receive unlawful compensation, commission or personal profit in the course of performing EUPConnect Collaborative duties.
- EUPConnect Collaboration and its members’ positions may not be used for unlawful purposes or personal gain.
- I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former EUPConnect Collaboration and its members’ board or staff members and current and former Collaboration members’ authorizing officials. Please complete the form below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

| Company/Employee | Position | Date of Hire | District Official / Board Member | Relationship / Interest |
|------------------|----------|--------------|----------------------------------|-------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with EUPConnect Collaborative may result in the termination of said contract/agreement.

Signature: _____
 Authorized Firm Representative

Title: _____ Date: _____

ATTACHMENT C - CONTACT INFORMATION

Firm Name: _____

Contract Point-of-Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-Mail: _____

EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. This form must be signed whether or not there are exceptions noted.

PROPOSAL SIGNATURE

By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Bidder.
- Bidder has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- Bidder intends to supply the materials and/or services specified herein.
- Bidder shall provide, execute, and maintain insurance policies as specified herein.
- Bidder shall comply with all federal, state, city, local, county, St. Joseph School Intermediate School District statutes, other regulations and requirements.

Authorized Signature

Print Name

Title

Date

ATTACHMENT D - FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of _____ (the "Respondent"), pursuant to the familial disclosure requirements provided in the EUPConnect Collaborative (the "Consortium") Request for Proposals, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Respondent, and any member of the governing Boards of Education of the member School Districts or the Superintendents of the member School Districts within the purview of the EUPConnect Collaboration or County Public Libraries, Librarians or Public Libraries Boards.

List any Familial Relationships:

RESPONDENT:

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNT OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by
_____.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

ATTACHMENT E - DEBARMENT AND SUSPENSION CERTIFICATION

Respondent certifies, by submission of this proposal, that neither it nor its principals, its subcontractors nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the E-Rate Program:

Yes

No

If Respondent checked "No", the RFP response will be deemed non-responsive and ineligible for award.

Signature: _____

Name (printed): _____

Title: _____ Date: _____

ATTACHMENT F - IRAN ECONOMIC SANCTIONS ACT **FORM**

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT **Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of _____ (the "Respondent"), pursuant to the compliance certification requirements provided in the EUPConnect Collaborative RFP hereby certifies, represents and warrants that the Respondent (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event that the Respondent is awarded a Contract as a result of the aforementioned RFP, the Respondent will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Respondent further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, and the cost of the Applicant's investigation, and reasonable attorney fees. Moreover, any person who submitted a false certification shall be ineligible to bid on any of the Applicants RFP for three (3) years from the date it is determined that the person has submitted the false certification.

RESPONDENT:

Name of Respondent _____

By: _____ Its: _____ Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____,
_____, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____

ATTACHMENT G - FCC REGISTRATION NUMBER FORM

Service Provider's FCC Registration Number (FRN) is as follows: _____

Check here to confirm you have provided your FCC Registration Number:

Yes

No

If "No" is checked, the RFP response may at the Applicant's sole discretion be deemed non-responsive and ineligible for award.

ATTACHMENT H - FCC RED LIGHT STATUS

Respondent confirms that it has not been placed on “red light” status either currently or at any time during the prior three E-rate funding years:

Yes

No

If Respondent has checked “No”, please provide relevant information regarding the circumstances that Respondent was placed on “red light” status:

The Applicant at its sole discretion may fail the Respondent if the Applicant deems the underlying reasons for the red light status to be materially detrimental to the Applicant’s E-rate funding request.

ATTACHMENT I - USAC ISSUED 498 ID FORM

1. Provide in the following space the USAC issued 489 ID Number that the Respondent will be using to provide the services subject of this RFP: _____
2. Indicate the entity name associated with this USAC-issued 489 ID Number (if uncertain, this information can be found at [http://www.sl.universalservice.org/Forms/SPIN Contact Search.asp](http://www.sl.universalservice.org/Forms/SPIN>Contact_Search.asp)):

3. Provide the documentation from the USAC website proving that the entity name associated with this USAC-issued 489 ID Number is consistent with your response in Number 2 above. Check "Yes" if the documentation is provided in this Tab:

Yes

No

If "No" is checked, the RFP response may at the Applicant's sole discretion be deemed non-responsive and ineligible for award.

4. If the name of the Respondent responding to this RFP does not precisely correspond to the name of the entity associated with the USAC-issued 489 ID Number provided in number 1 and documented in number 3 above, an explanation must be provided as to the relationship that exists between the Respondent responding to this RFP and the entity associated with the USAC issued 489 ID Number that allows the Respondent responding to the RFP to provide the services under the USAC issued 489 ID Number provided. Please attach if applicable.
5. Check "Yes" to confirm that any contract resulting from this RFP will be in the name of the entity associated with the USAC-issued 489 ID Number, or the name of the entity associated with the USAC-issued 489 ID Number d/b/a name of Respondent responding to the RFP.

Yes

No

If "No" is checked, the RFP response may at the Applicant's sole discretion be deemed non-responsive and ineligible for award.

ATTACHMENT J - RFP PRICING AND LOCATION SHEET

A separate spreadsheet file named "ATTACHMENT J -PRICING SHEET" will include the necessary requirements to provide pricing for all the options listed in this RFP.

You can get this spreadsheet from this link (**ATTACHMENT J -RFP PRICING AND LOCATION SHEET (Excel)**)

ATTACHMENT K - E-RATE PROGRAM INTEGRITY ASSURANCE (PIA) REVIEW

E-rate Program Integrity Assurance (PIA) Review

1. If their solution is chosen, respondents are required to promptly provide the Applicant with any information being requested as part of PIA review:

Yes

No

2. The respondent may assist the Applicant with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers:

Yes

No

3. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review:

Yes

No

**All responses must agree, in writing, to this section with a yes or no answer.
Answering no or failure to answer at all is grounds for disqualification.**

SECTION F: Locations, Maps, and Connections

| Site Information | | |
|------------------|--|---|
| # | A LOCATION NAME | A LOCATION ADDRESS |
| 1 | EUPISD Learning Center | 15901 COUNTRY CLUB DR KINCHELOE, MI 49788 |
| | | |
| # | Z LOCATION NAME | Z LOCATION ADDRESS |
| 2 | EASTERN UPPER PENINSULA ISD | 315 ARMORY PL, SAULT SAINTE MARIE, MI 49783 |
| 3 | Bois Blanc Pines School | 100 SIOUX AVE POINTE AUX PINS, MI 49775 |
| 4 | Brimley Area School | 7134 S M 221 BRIMLEY, MI 49715 |
| 5 | DeTour HS | 202 DIVISION ST DE TOUR VILLAGE, MI 49725 |
| 6 | Drummond Island Elem. School | 33800 S TOWNLINE RD DRUMMOND ISLAND, MI 49726 |
| 7 | DeTour Arts and Technology Academy | 202 DIVISION ST DE TOUR VILLAGE, MI 49725 |
| 8 | Consolidate Community School Services | 4900 W DAVIS CT KINCHELOE, MI 49788 |
| 9 | Engadine Schools | W13920 MELVILLE ST ENGADINE, MI 49827 |
| 10 | Bahweting Anishnabe Academy | 1301 MARQUETTE AVE SAULT SAINTE MARIE, MI 49783 |
| 11 | Lake Superior Academy | 8936 S MACKINAC TRL SAULT S MARIE, MI 49783 |
| 12 | Les Cheneaux - Cedarville School | 298 E HIGHWAY M-134 CEDARVILLE, MI 49719 |
| 13 | Mackinac Island School | 340 LAKESHORE DR MACKINAC ISLAND, MI 49757 |
| 14 | Moran Twp - Gros Cap School | W1828 Gros Cap Road SAINT IGNACE, MI 49781 |
| 15 | Ojibwe Charter School | 11507 W INDUSTRIAL DR BRIMLEY, MI 49715 |
| 16 | Pickford Public Schools | 333 S PLEASANT ST PICKFORD, MI 49774 |
| 17 | Rudyard Area Schools | 11185 W 2ND ST RUDYARD, MI 49780 |
| 18 | Sault Ste Marie - Lincoln School | 810 E 5TH AVE SAULT SAINTE MARIE, MI 49783 |
| 19 | Sault Ste Marie - Malcolm High School | 5788 S M 129 SAULT S MARIE, MI 49783 |
| 20 | Sault Area Elementary/Middle School | 684 MARQUETTE AVE SAULT SAINTE MARIE, MI 49783 |
| 21 | Sault Ste Marie - Washington Elementary School | 1200 RYAN AVE SAULT SAINTE MARIE, MI 49783 |
| 22 | St. Ignace - Elementary / Middle School | 429 PORTAGE ST SAINT IGNACE, MI 49781 |
| 23 | St. Ignace - LaSalle High School | 443 PORTAGE ST SAINT IGNACE, MI 49781 |

SECTION F: Locations, Maps, and Connections

| | | |
|----|---------------------------------------|--|
| 24 | Tahquamenon - Newberry Area School | 700 NEWBERRY AVE NEWBERRY, MI 49868 |
| 25 | Three Lakes Academy | W17540 MAIN ST CURTIS, MI 49820 |
| 26 | Whitefish Township School | 7221 NORTH M 123 PARADISE, MI 49768 |
| 27 | Bay Mills Community - Tribal College | 12214 W Lakeshore Dr, Brimley, MI 49715 |
| 28 | Sault Ste Marie - Bus Garage | 1600 E Easterday, Sault Sainte Marie, MI 49783 |
| 29 | Sault Ste Marie - Athletic Field | 1100 Seymour St. Sault Ste. Marie, MI 49783 |
| 30 | Tahquamenon Area Bus Garage | 6587 State Hwy 123, Newberry, MI 49868 |
| 31 | St. Mary's Catholic School | 360 Maple Dr., Sault Ste. Marie, MI 49783 |
| 32 | Lake Superior State University (LSSU) | 650 WEST EASTERDAY AVE, SAULT SAINTE MARIE, MI 49783 |