REQUEST FOR PROPOSAL
for
Navajo Nation Broadband Office
Lit Fiber with Special Construction
New Mexico Locations Only
Chapter Houses/Libraries

Timeline	Date
Issue RFP	August 26, 2026
Mandatory Pre-Bid Conference	September 2, 2026
Questions Deadline	September 4, 2026
Submission of Proposal Deadline	September 23, 2026
Contract Award	October 7, 2026
File 471 Deadline	Unknown- approximately 03/2027

REBID-RFP# 26-07-4212SB

Scope of Services

The Owner is seeking proposals for **bundled fiber/internet** connections and will accept proposals from Service Providers for **Leased Lit fiber with internet solutions and high-speed data services**. The Respondent will include in their proposal all the costs necessary to provide, construct, install, program, maintain, and monitor the services requested. All maintenance costs associated with any on-site premise equipment provided as an integral part of the Respondent's proposed service shall be their sole responsibility. Per the requirement of the E-Rate Program, the services requested

1. **The requested service is a Lit Fiber with Internet Ethernet service to the UNI(s) located at each of the sites as listed on Attachment "A" Site Schedule, section 1.**
2. The available bandwidth shall be a minimum of 1GB. Pricing is also requested for 100Mbps, 200Mbps, 500Mbps, 2GB, 5GB, and 10GB circuits. Considering a symmetric throughput (upload and download).
3. **The Respondent will provide a separate price for all one-time special construction** and/or build-out costs, including but not limited to: conduit/trenching, interior pathways, cabling, terminations, construction of network facilities, route assessments, ROW access and/or easement assessments, traffic control and permits, surveys, testing, design and engineering, and project management to provide the requested service connection to the Owner's designated demarcation point and also a separate proposal to amortize the cost of the construction into the monthly contract cost.

   The cost of one-time construction and/or installation fees as necessary by the bidder to provide their proposed service. For E- Rate purposes, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is being installed, then any installation costs are considered standard, non-recurring costs (NRC). The Owner may seek funding for special construction charges relating to leased lit fiber. Special construction charges eligible for Category One support consist of three components:
   a) Construction and network facilities
   b) Design and Engineering
   c) Project Management

   Note The term special construction does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services but not as special construction.

   All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. All proposals for solutions requiring special construction must only include capacity and special construction

necessary to deliver service to the Owner. To the extent that the winning Respondent installs additional strands of fiber for future business ventures or for Navajo Nation optional infrastructure, the winning Respondent assumes full responsibility to ensure those costs are allocated out of the special construction charges to the Owner in accordance with FCC rules and orders. If, after issuance of the Funding Commitment Decision Letter (FCDL), USAC of the FCC determines that the winning respondent did not cost allocate those charges associated with the additional strands, the Owner will not be responsible for reimbursing the winning Respondent and the winning Respondent will assume all responsibilities deemed ineligible by USAC.

Based on the bids and both a short term and long-term cost effectiveness analysis, The Navajo Nation Broadband Office will determine which, if any, of the proposed solutions or some combination of solutions is acceptable. The specifications related to each site are listed on the Attachment A Site Schedule.

Special Construction Cost Justification Requirement

All Special Construction Costs proposed by the Respondent are subject to review and must be accompanied by written justification. The Navajo Nation Broadband Office reserves the right to question, negotiate, or reject any Special Construction cost that appears unreasonably high or unreasonably low relative to the scope of work. The following requirements apply:

- Large Special Construction Cost Justification: Any Special Construction cost that exceeds $100,000 per site, or that represents more than 50% of the total contract value for a given site, must be accompanied by a detailed written justification.
- Minimal or Zero Special Construction Cost Justification: Any Special Construction cost that is unusually low (less than $1000 per site where construction is required) or reported as zero when the scope clearly indicates installation or construction costs, must likewise be accompanied by a written explanation confirming that all installation costs are fully included in the Monthly Recurring Cost (MRC), or technical and/or logistic reason for such cost or have been otherwise accounted for, and that the proposed pricing reflects the Corresponding Price.
- Special Construction Review: All Special Construction amounts are subject to review . Respondents are advised that costs for special construction will be benchmarked against historical fiber build costs in the region. Failure to provide required Special Construction cost justification with the proposal may result in a determination that the proposal is non-responsive. Costs determined by USAC to be unsupported or not cost-effective may result in reduced or denied E-Rate funding.
- Amortized Special Construction Option: As noted in the Scope of Services, Respondents may offer an option to amortize the special construction into the monthly recurring cost. If this option is offered, the Respondent must provide a clear side-by-side comparison of the upfront option versus the amortized option in Appendix A.

4. All RFP proposals will include any/all costs associated with switching service from the Owner's existing service provider. The Respondents' submittal of a proposal is an acknowledgement of this requirement.
5. Customer Premise Equipment (CPE), to provide the service requested.
    a) **The demarcation hand-off will be an <u>Ethernet Fiber Optic connection</u>**. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
    b) All solutions must terminate service or infrastructure in the demarcation point at the site address and MDF location as specified in the RFP. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Respondent must specify the specific demarcation setup included in the base fee.
6. The requested service shall provide for both physical and logical separation of Owner's traffic through the public switched network. The Respondent shall, as determined by the scope of their proposed service, provide all necessary equipment, software, and/or professional services, including but not limited to Ethernet Virtual Connections (EVC), to accomplish this requirement.
7. Full duplex operation (connection shall be bi-directional)
8. The requested service shall allow the following Network Protocols:
    a) TCP/IP protocols
    b) 802.1d and 802.1q QoS on the entire circuit
    c) All Layer 1 and Layer 2 protocols, minimum Layer 3 (EIGRP, IGMP, IPSEC, OSPF & RIP)
    d) Multicasting (IGMP with PIM, SM or DM
9. The Respondent shall supply an industry standard Service Level Agreement (SLA), to ensure the following Objectives are maintained:
    a) No other bidder's customers shall have physical or logical access to the Owner's traffic/VLAN.
    b) Network availability: 99.99%
    c) Packet Delivery Rate: 99.99%
    d) Network Latency: 30ms, one way
    e) Mean Time to Repair: 4 hours, end-to-end, including local loop.
    f) 24/7/365 monitoring of the circuits
    g) The Service Provider, at no time, shall limit or throttle the capacity of the circuit, for any reason.
10. No proposal shall be accepted, or contract awarded to a Respondent:
    a) Who is not licensed in accordance with the law.
    b) Who does not hold a license qualifying them to perform work under this contract in the State of New Mexico.
    c) Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC.

d) Who has not successfully performed projects of similar character and scope to the proposed work and be capable of providing telecommunication services under the Universal Service Support Mechanism.

11. Optional Navajo Nation Infrastructure – Non-E-Rate Eligible: The following infrastructure components are OPTIONAL and are not part of the E-Rate eligible request. These components shall not be included in any E-Rate eligible cost calculations and must be separately itemized as ineligible costs. If exercised by the Navajo Nation Broadband Office (NNBO), these items will be paid separately by the Navajo Nation and shall not be invoiced through USAC.
    a) Buried Fiber Construction (If Applicable)
        - If the proposed solution includes buried fiber construction, Respondent shall provide, as a separately itemized optional line item:
            - Installation of one (1) additional 1.5-inch spare conduit for the exclusive use of the Navajo Nation.
            - Installation within that spare conduit of one (1) 12-strand single-mode fiber cable (dark fiber) dedicated exclusively for Navajo Nation use.
        - Requirements:
            - Must be installed concurrently with primary construction.
            - Must be reflected in all as-built documentation.
            - Must include pull tape and access in all applicable handholes and vaults.
            - Must remain dark unless activated by the Navajo Nation.
            - Must be fully segregated from E-Rate eligible strands.
        - All costs associated with the spare conduit and 12-strand fiber shall be clearly identified as:
            - Ineligible for E-Rate
            - Separately itemized in Appendix A and/or Appendix B (as applicable)
        - Failure to separately identify these costs may result in bid disqualification.
    b) Aerial Fiber Construction (If Applicable): If the proposed solution includes aerial fiber construction, Respondent shall provide, as a separately itemized optional line item:
        - Installation of one (1) additional 12-strand single-mode fiber cable (dark fiber) for the exclusive use of the Navajo Nation.
        - Requirements:
            - Must be installed concurrently with primary aerial construction.
            - Must be clearly labeled and documented in all as-built drawings.
            - Must remain dark unless activated by the Navajo Nation.
            - Must be fully segregated from E-Rate eligible strands.
            - All costs shall be separately itemized, identified as Ineligible for E-Rate, and excluded from any E-Rate cost allocation.

- Failure to separate these costs may result in bid disqualification. Pricing of the Navajo Nation Optional Infrastructure shall not be considered in the evaluation or scoring of E-Rate eligible services and shall not impact vendor selection for E-Rate funded components.

Site Conditions

It is the responsibility of the Respondent to be informed of all conditions under which work is to be done before submitting proposals. No additional costs will be incurred by the Owner or considerations given to any claims by the bidder based on a lack of knowledge of existing conditions. The submission of a proposal is an acknowledgement and agreement to the stipulation.

Because the geographic area is so large and remote, it is anticipated that multiple Service Providers may choose to bid as few as only a couple of the sites or as many as all of the locations listed in this RFP. But each site must be bid on separately and contracts will be issued by each location or group of locations as there may be multiple agencies or departments who are participating in this RFP who will need to sign their own contracts with their Service Provider(s). Failure to bid for each location separately may cause those Service Provider(s) to be deemed non-responsive. If there is a cost savings to "bundle" some of the sites together or of the Service Provider can make a case to reduce the price the cost of installation by "bundling" those sites, they can provide alternate pricing for such sites.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects that each prospective Respondent will make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

All contracts entered as a result of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.
2. Approved funding amount equal to the funding amount as requested on the Form 471.
3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.
4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the

Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Per the requirements of the E-Rate program, for FY2027, no billing and/or service may begin for this contract prior to July 1, 2027, and may not extend past June 30, 2028. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, regarding a service provider *not* providing the LCP, any funds that are requested to be returned to compensate for the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Invoicing

The Owner has the right to choose the type of invoicing method to pay for the services rendered. The Respondent acknowledges this right upon submission of a response to this request.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner with a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Program Review

All E-Rate applications, including special construction, are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special

construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out Form 471. Respondents are required to complete the table in 'Appendix B'. Additionally, Respondents are required to submit the additional information described in 'Appendix B, as this information will be required in a PIA review. If Respondents do not submit the additional information as listed in 'Appendix B', the Respondents' bid can be deemed non-responsive and excluded from the bid.

Contract Requirements

The Owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **MUST** be specifically included in the Respondent supplied agreement for the Respondents proposal to be considered responsive. Failure to include any or all these provisions may result in a Non-Responsive determination and no further evaluation of the Respondents' proposal will be considered.

1. **Terms and Conditions** – The Owner requests proposals that are based on a one (1) year contract term with two (2) optional one (1) year extensions. The initial one (1) year contract term shall start on July 1, 2027, and end on June 30, 2028, If new services are installed, the requested services should be installed by 6/30/2028. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation.
2. In addition to the required one (1) year base proposal, Respondents shall provide alternative pricing for three (3), five (5), and ten (10) year contract terms. Respondents may propose different pricing and/or bandwidth levels for each contract term where a longer-term commitment allows the Respondent to provide reduced pricing, increased bandwidth, or other measurable cost efficiencies. Pricing and bandwidth for each contract term must be clearly identified and provided separately in Appendix A.
3. **Growth Clause** – Growth services may or may not be requested by the Owner during the contract term. The Respondent shall include a "Growth Clause" with the maximum charges per month. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speed and bandwidths as listed on Attachment A Site Schedule. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades, **as per E-Rate requirements.**

Response Package Requirements

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of New Mexico.

3. Who does not plan to hold or acquire a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.

Proposals will only be received by **September 23, 2026**, at **3:00 PM MST**. ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE POINT-OF-CONTACT NO LATER THAN 3 PM MOUNTAIN DATE TIME (MST). Proposal requirements outlined below.

Procurement Point-of-Contact

The Navajo Nation Broadband Office has assigned a Point-of-Contact who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

1. Sonia Nez at sonianez@navajo-nsn.gov
2. Bernardo Portilla at bportilla@americasrf.com
3. Juan Bermudez at jbermudez@americasrf.com

Issuing Office

This Request for Proposal (RFP) is issued by the Navajo Nation Broadband Office (NNBO), Navajo Nation, 1575E State Highway 264, Tse Bonito, New Mexico. The contact person for this RFP is Sonia Nez, Bernardo Portilla, and Juan Bermudez.

If Service Providers have any questions or inquiries regarding this RFP, those inquiries shall be directed to Sonia Nez. CC Bernardo Portilla and Juan Bermudez.

The deadline for all questions regarding this RFP will be on **September 4, 2026** at 3:00 PM MST. All questions will be answered in addendum(s) sent out to all Service Providers. Any and all updated project information, forms, including addenda, will be distributed through the project website, located at https://www.nnooc.org/RFPs-Advertisements.html , www.broadband.navajo-nsn.gov & https://portal.usac.org/suite/.

Sequence of Events

The Point-of-Contact will make every effort to adhere to the following schedule:

Timeline	Responsible Party	Date
Issue RFP	Navajo Nation Broadband Office	August 26, 2026
Mandatory Pre-Bid Conference	Navajo Nation Broadband Office	**September 2, 2026**

Questions Deadline	Navajo Nation Broadband Office	**September 4, 2026**
Submission of Proposal Deadline	**Respondents**	**September 23, 2026**
Contract Award	Navajo Nation Broadband Office & Schools	October 7, 2026
File 471 Deadline	Navajo Nation Broadband Office & Schools	**Unknown- approximately 03/2027**

Explanation of Events

The following paragraphs describe the activities listed in the sequence of events above.

1. **Issuance of RFP:** This RFP is being issued on behalf of the Navajo Nation Broadband Office on **August 26, 2026**.

2. **Submission of Proposal:** ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE POINT-OF-CONTACT NO LATER THAN **3 PM** MOUNTAIN DATE TIME (MST) ON **September 23, 2026 and delivered** to Sonia Nez (sonianez@navajo-nsn.gov), Bernardo Portilla (bportilla@americasrf.com), and Juan Bermudez (jbermudez@americasrf.com).

   The Navajo Nation is not bound to enter a contract under the RFP or RSQ and may issue a subsequent RFP or RSQ for the same services; and ; the Navajo Nation is a sovereign government and all contracts entered into as a result for the RFP or RSQ shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules, and regulations.

   Proposals must be submitted via email to the Point-of-Contact at the email address listed in this RFP. The email subject line must clearly identify the applicable RFP number and indicate that the submission is a proposal in response to the Navajo Nation Broadband Office RFP. Hard-copy delivery is not required. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal. Awarded in this context means the final required Navajo Nation Broadband Office, or designee signature on the contract(s) resulting from the procurement has been obtained.

   Contract Awards: Prior to contract formation under subsection below, the Business Regulatory Department shall certify that the Navajo Nation Business Opportunity Act was adhered to in the solicitation and award.

3. After review of the Evaluation Committee and the signed contractual agreement(s), the Point-of-Contact will be awarded as per the schedule in the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Point-of-Contact.

   Award will be based on the evaluation factors and scoring methodology identified in this RFP, subject to applicable Navajo Nation procurement requirements and E-Rate competitive bidding requirements.
   The Procuring Party shall issue a Notice of Intent to Award within 5 business days of the bid opening, unless the Procuring Party determines, and gives notice, that a larger review time is necessary. The Procuring Party shall give notice of a time extension to each offeror by posting it at the location announced at the offer opening.

   After the project is awarded and funded by USAC and verification is received that USAC has funded the amount requested by the Nation the procuring party shall develop a written contract covering the procurement of services identified in the RFP.

4. **E-Rate Filing:** Once the contract has been negotiated and signed, the E-Rate Form 471 form(s) will be completed before the approximate March 2027 E-Rate filing window deadline.

General Conditions

1. **Demarcation:**

   All solutions must terminate service or infrastructure in the demarcation point at each address specified in this RFP, on the Attachment A Site Schedule. Solutions bringing service to the property line but not to the demarcation point are not acceptable. The respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

2. **Network Diagram:**

   For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint. Respondents must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details (See Appendix D for OSP specifications).

   Map Submission Format Requirement (New):

   All maps, route diagrams, and geographic data must be submitted in electronic shapefile (.shp) format. This includes all network route maps, fiber segment maps,

and as-built drawings. Shapefiles must include all associated component files (.shp, .shx, .dbf, .prj) in a single compressed archive (.zip). Maps submitted only in image format (PDF, PNG, JPEG, KMZ) without the accompanying shapefile will not be accepted as compliant. Respondents may additionally provide KMZ/KML files as supplementary materials, but shapefiles are mandatory as the primary deliverable format for all geographic data.

3. **Leased lit fiber:**
    a. .25% frame/packet loss commitment
    b. 25ms network latency commitment
    c. 10ms network jitter commitment
    d. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

4. **Special Construction Information for Form 471 and PIA Review:**

    All E-rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the table in Appendix B for every site listed in this RFP. Additionally, respondents are encouraged (but not required) to submit the additional information described in Appendix B that will likely be requested during PIA review. If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested. Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers. Service Providers who choose to not agree to provide this detailed information will be deemed non-responsive and their bids will be rejected.

5. **Service Delivery Performance Standard:**

    The Respondent shall be held to strict service delivery performance standards throughout the term of the contract. The following performance benchmarks are mandatory and contractually binding:

    • Service Activation: All circuits must be activated and fully operational no later than sixty (60) calendar days from the date of the written Notice to Proceed, or as mutually agreed upon in the project schedule. Delays beyond this period attributable to the Service Provider will result in liquidated damages of $500 per site per calendar day of delay.

    • Network Uptime SLA Enforcement: The Respondent must maintain the committed 99.99% network availability. In any calendar month where availability falls below this threshold, the Owner shall receive a service credit

equal to one (1) additional month of free service for each affected site, applied to the next billing cycle.

- Mean Time to Repair (MTTR): Any outage must be restored within four (4) hours from the time of trouble ticket issuance. Failure to restore service within this window will result in escalation to the Respondent's senior network operations staff, and service credits as described above will apply.
- Performance Reporting: The Respondent must provide monthly performance reports to the Owner documenting uptime, latency, packet loss, and jitter metrics per site. Reports must be submitted within ten (10) business days of the end of each calendar month. Failure to provide timely reports constitutes a contract breach.
- Service Degradation Notice: The Respondent must notify the Owner within two (2) hours of any planned maintenance or detected degradation event that impacts service quality. Unplanned outages must be reported immediately upon detection.

6. Acceptance of Conditions Governing the Procurement:

Potential Respondents must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.

7. Incurring Cost:

Any cost incurred by the potential Respondent in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Respondent. Any cost incurred by the Respondent for setup and demonstration of the proposed equipment and/or system shall be borne solely by the Respondent.

8. Prime Contractor Responsibility:

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Navajo Nation Broadband Office, which may derive from this RFP. The Navajo Nation Broadband Office entering into a contractual agreement with a vendor will make payments to only the prime contractor.

9. Subcontractors:

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Navajo Nation Broadband Office awarding any resultant contract, before any subcontractor is used during the term of this agreement.

10. **No Obligation:** This RFP in no manner obligates the Navajo Nation Broadband Office to use any Respondent's services until a valid written contract is awarded and approved by appropriate authorities.

11. **Termination:** This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the Navajo Nation Broadband Office determines such action to be in the best interest of the Navajo Nation Broadband Office.

12. **Required Notice to Proceed and Funding Availability**

    The Navajo Nation Broadband Office will follow the purchasing policies of the lead applicant and 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 and the purchasing policies of the Navajo Nation. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the Navajo Nation Broadband Office's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The Navajo Nation Broadband Office will have the right to allow the contract to expire without implementation if appropriate funding does not come available. Additionally, any projects requiring special construction are also contingent on issuance of funds from the eligible federal, state, or tribal match source. The Navajo Nation Broadband Office will have the right to allow the contract to expire without implementation if this specific funding does not come available.

13. **Right to Waive Minor Irregularities:**

    The Evaluation Committee reserves the right to waive minor irregularities.

14. **Ownership of Proposals:**

    All documents submitted in response to the RFP shall become property of the Navajo Nation Broadband Office.

15. **Bonding of Subcontractors:**

    When applicable, subcontractors shall be required to provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more. (Reference 13-1-148.1 NMSA 1978)

16. **Davis-Bacon Act:**
    Any contract resulting from this RFP will comply with the labor provisions of the Davis-Bacon Act regarding wages, payments, payrolls, and basic records.

17. **Copeland Act:**
    Any contract resulting from this RFP will comply with the Copeland Act.

18. **Buy American Act:**
    Any contract resulting from this RFP will comply with Buy American Act.

19. **Safety Requirements:**
    Any contract resulting from this RFP will comply with the Occupational Safety and Health Standards (OSHA).

20. **References:**
    For each response, Respondent must provide 2 references from current or recent tribal customers (preferably K-12 schools, libraries, or consortia) with projects equivalent to the size of Navajo Nation Broadband Office.

21. **Tribal Preference**
    Native American Owned Business: If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe or tribal member.

BIDDER SUBMISSION CHECKLIST

All Respondents MUST confirm the following items before submitting their proposal. Failure to comply with any of these requirements may result in a Non-Responsive determination. Please initial each item to confirm compliance:

☐ **Agree to Technical Requirements**
Respondent has read, understood, and agrees to all technical requirements specified in this RFP, including bandwidth specifications, SLA commitments, demarcation requirements, and network protocols.

☐ **Provide Response Document as Requested**
Proposal has been organized and submitted in the format specified in the Response Format and Organization section of this RFP, including all required attachments (Letter of Transmittal, Organizational Experience, References, Technical Response, Cost Response, and all applicable Appendices).

☐ **Use Price Tables as Provided (No Modifications Allowed)**
Respondent has completed the mandatory pricing tables in Appendix A and Appendix B (if applicable) exactly as provided in this RFP. No modifications,

reformatting, or substitution of the provided tables is permitted. Failure to use the tables as provided may result in bid disqualification.

☐ **Provide Maps in Electronic Format (Shapefile)**

All route maps, network diagrams, and geographic information have been provided in electronic shapefile (.shp) format as required. This includes route maps of all build segments, aerial vs. buried fiber segment identification, and all associated geographic data layers.

☐ **Confirm Attendance at Mandatory Pre-Bid Conference**

Respondent or an authorized representative attended the Mandatory Pre-Bid Conference as scheduled. Proposals from Respondents who did not attend the Mandatory Pre-Bid Conference will be deemed Non-Responsive and will not be considered.

☐ **Provide ALL Options for Term Requested (1-Year,3-Year, 5- Year, and 10 Year)**

Respondent has provided pricing for all contract terms Appendix A. Proposals that do not include pricing for all requested contract terms will be deemed incomplete and Non-Responsive.

☐ **Confirm Solution is Fiber-Based**

Respondent confirms that the proposed solution is a fiber-based service (Leased Lit Fiber,). Proposals for non-fiber-based solutions will not be accepted under this RFP.

Response Format and Organization

A. Proposal Outline

1) Table of Contents

2) **Signed Letter of Transmittal** – To be completed and signed by an individual person authorized to obligate the company and to include:

a. Identify the submitting business entity.
b. Identify the name, title, telephone, and e-mail address of the person authorized by the Respondent organization to contractually obligate the business entity providing the Offer.
c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization
d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
f. Describe the relationship with any other entity that will be used in the performance of this awarded contract.

g. Explicitly indicate acceptance of the General Conditions the procurement

3) **Organizational Experience** – Statement or Key Personnel Resumes
4) **Tribal References** – Name, organization, and contact information
5) **Special Construction Payment Plan Option Response** - Include agreement or non-agreement of this request.
6) **Value-Added Offerings**, if applicable, narrative
7) **Native American Owned Business**, if applicable, verification
8)
9) **Technical Response** - Specifications to include:
    a. Response type - Proposal for Lit Fiber with Internet Services.
    b. Project Description and Approach Narrative
    c. Timeline and construction schedule for each site
    d. Network Map
10) **Cost Response** – Mandatory use of provided tables (Appendix A and Appendix B, if applicable)
11) **Suspension & Debarment and current W-9** (Appendix F)

Scoring Rubric: 100 Total BASE Points

Leased Lit Fiber with Internet

Points	Criteria
45	E-rate eligible recurring and one-time costs[1]
30	Preference for a scalable solution from 100Mbps to 10Gig using the same medium[2]
5	Contract Term and Cost Efficiency[3]
10	Use of symmetrical scalable technology[2]
10	Value-added offerings[4]
100	Total Points
5	Extra Points for Native American Owned Business[5]

Notes:

1: **E-Rate eligible circuit cost:** is the total cost of ownership that includes special construction and NRC in addition to MRC and includes any and all services that will be

applied on a monthly recurring basis. E.g. for internet access, recurring circuit costs to operate, maintain, and any other monthly service fees. E-Rate special construction costs should be clearly indicated and separated from any other E-Rate eligible NRC cost. All services offered must be eligible for E-Rate Category 1 discounts.

2: **Symmetrical scalable solutions:** preference will be given to solutions based on technologies that are symmetrical and scalable and can support a 20-year life span with an estimated 20% increase in broadband consumption annually, as the Navajo Nation Broadband Office believes that this will provide maximum future scalability. Respondents are encouraged to outline how solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period.

3: **Contract Term and Cost Efficiency:** Respondents are required to provide pricing for one (1), three (3), five (5), and ten (10) year contract terms. Preference will be given to contract-term options that provide demonstrable cost efficiencies and pricing stability, with consideration given to the annualized E-Rate eligible cost and any guaranteed rate or cost savings associated with the proposed term. Contract-term options will be evaluated consistently among Respondents. Bandwidth and scalability will be evaluated separately under the Scalability criterion.

4: **Value-Added Offerings:** Respondents can submit any other information they deem necessary to highlight accomplishments, honors, services, etc. that advance excellence toward and a value add to the development of a Navajo Nation Broadband Office and it's goals to improve academic achievement and post-secondary education pursuits in Native America.

5: **Navajo Owned-Business:** If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe.

Appendix A: MRC/NRC Cost Tables

These mandatory tables are provided to provide summary data for evaluation and selection purposes. Additional manufacturer information, detailed pricing, or cut sheets can be attached. **Reminder, EACH site SHALL be listed separately**.

			Leased Lit Fiber / Services Provided Over Third-Party Networks							
			Eligible Monthly Recurring Cost				Ineligible monthly recurring cost		Eligible install/non-recurring cost	Ineligible install/non-recurring cost
Location		Bandwidth	1-year contract	3-year contract	5-year contract	10year contract		Special Construction Costs		

Navajo Nation Optional Infrastructure

Any costs associated with optional Navajo Nation infrastructure that are not separately identified as ineligible shall be considered included in the Respondent's base pricing and shall not be separately reimbursable by the Navajo Nation outside of the awarded contract.

Appendix B: Special Construction Pricing

Required with all bid submissions that include special construction. **Reminder, EACH site SHALL be listed separately**

Special Construction					
Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

Information that can be included now, but will be requested at a later date upon USAC Program Integrity Assurance (PIA) review:

- Special Construction Cost Breakout worksheet in Appendix C (xls available, if requested)
- Route map of all build segments in shapefile (.shp) format (electronic)
- Explanation of alternative routes that were explored and why the chosen route is the most cost-effective
- Explanation of special materials and procedures required that may have increased construction costs, such as:
    - Historical preservation or environmental issues
    - Bridge, waterway, railway, or highway crossings
    - Galvanized conduit
    - Directional boring through hard rock or under a paved surface
    - An excessive number of handholes, marker posts, or other OSP materials
    - Expensive pole attachment fees or make ready costs
    - Extreme terrain
    - Tribal cultural or protected areas issues
    - Timeline and Construction Schedule
    - Tribal right-of-ways

Appendix C: Special Construction Cost Breakout

Note: This worksheet is not a mandatory element of a self-provisioned proposal. If selected, however, this worksheet will be required during the PIA review. The xls file is available upon request. **Reminder, EACH site SHALL be listed separately**

	A	B	C	D
1	**Project Overview**			
2	What is the total distance of the project (feet)		Equals the sum of cells B7 - B9	
3	What is the total cost of the project?		Equals the sum of cells C7 - C9	
4				
5	**OSP Summary Costs**			
6	**OSP Type**	**Distance of build (feet)**	**Cost**	**Cost Per Foot**
7	Aerial			
8	Direct Buried			
9	Buried with conduit			
10				
11	**Cost breakout of each OSP type**			
12	**Aerial Portion**	**Cost**		
13	Cost per foot of fiber material			
14	Cost per foot of attaching fiber to poles			
15	Cost per foot of structure materials (anchors, j-hooks, guywires)			
16	Cost per foot of structure placement (adding new poles, anchors, guywires that will be owned by applicant)			
17	Cost per foot of pole make ready (work to provider owned poles such as new guys/anchors, attachment point clearing, placement of new poles)			
18				
19	**Direct Buried**	**Cost**		
20	Cost per foot of fiber material			
21	Cost per foot of placing fiber in the ground			
22	Cost per foot for buried conduit necessary for special crossings such as railroad, roadways, waterways			
23	Cost per foot of trenching (digging, necessary machinery, permitting)			
24				
25	**Buried with Conduit**	**Cost**		
26	Cost per foot of fiber material			
27	Cost per foot of pulling fiber through conduit			
28	Cost per foot of structure material (conduit, handholes, marker posts, etc)			
29	Cost per foot of structure placement (labor and permitting)			

The sum of cells B12 - B17 must equal the value in D6

The sum of cells B19 - B22 must equal the value in D7

The sum of cells B25 - B28 must equal the value in D8

Appendix D: OSP Installation Specifications

Material Requirements

- Material will comply with those standards established by UL or NEMA and shall be a commercial grade. All materials will be new and free from defects.
- The selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
- 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 respondent will be the sole responsibility of the respondent, who will replace such damaged hand holes at no additional expense to the Navajo Nation Broadband Office.
- Buried conduit shall be single or multiduct. Multiduct shall include at least three innerducts.
- Conduit utilizing EMT (Electrical Metallic Tubing) multi-duct should include at least three innerducts. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or rope.
- Unless specified by right-of-way owner, crossings will be up to two conduits, PVC-Sch 80 or better.
- The exact requirements for location and type of conduit within the building shall be verified with building owner.
- All Hand Holes shall be DOT approved, correctly load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
- 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.
- Fiber must be single-mode with the following specifications:
    - TU-T G.652.C/D compliant
    - Maximum Attenuation @ 1310nm: 0.34 dB/km
    - Maximum Attenuation @ 1385nm: 0.31 dB/km
    - Maximum Attenuation @ 1550nm: 0.22 dB/km
- Connector types should be LC unless otherwise specified by the Navajo Nation Broadband Office.
- Any warranties associated with the fiber and any other outside plant materials must be reverted to the Navajo Nation Broadband Office as the fiber owner upon completion of construction

Specifications

Survey

- 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.
- Respondent will locate underground lines of third parties in cable route area

Permits and Traffic Control

- The respondent must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per tribe, county or city ordinance applicable to where the infrastructure is being placed.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent's responsibility. The respondents' construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

Tracer Wire Installation

- Tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The respondent will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- For multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on 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."

Depth of Burial

- Except where otherwise specified, the cable shall be placed to a minimum depth of 36". Greater cable depths will be required at the follow locations:
    - Where 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 required additional depth, in which case the greatest depth will be maintained.
    - Where cable crosses existing sub-surface 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.

Highway, Railroad, and Other Bored Crossings

- 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 roads and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.
- 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.
- Respondents shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn.
- 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.

Cable Markers

- 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 change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- 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.

Hand Holes

- Hand holes will be placed in accordance with standard industry 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.
- Buried hand holes unless otherwise stipulated by the drawings will be buried with 12” to 18” of cover at final grade.
- Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the owner.
- After cable placement, all ducts will be sealed.
- All splice hand holes/manholes will be grounded
- A minimum of 100’ coil of cable shall be left in each hand hole/building for splicing use.

Splicing

- Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
- Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.
- 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.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer's rack.

Aerial Plant

- The Navajo Nation Broadband Office is open to aerial fiber runs using existing utility poles, but respondent must adhere to pole owners' requirements for clearances, spans, grounding, guys and attachments.

Testing Cable

- The respondent shall be responsible for on-reel verification of cable quality prior to placement.
- Completed test forms on each reel shall be submitted to the owner.
- Respondent assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
- The cable ends shall be sealed upon completion of testing.
- In addition to splice loss testing, selected respondents 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 TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must be tested to a value less than or equal to the value determined by calculating a link loss budget.

Restoration

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the school, library, or consortium and any permitting agencies.
- Respondents shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel,

soil, sand, and all other materials as warranted.

- Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the Navajo Nation Broadband Office, the representative of any interested permitting agency, and/or the railroad representative.
- Respondent will be responsible for any restoration complaints arising within one year after the Navajo Nation Broadband Office‘s final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the respondent/subcontractors 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 respondent as per requirements by other interested permitting agencies, and/or the Navajo Nation Broadband Office.
- 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 Navajo Nation Broadband Office.
- 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 Navajo Nation Broadband Office.

Documentation

As-built drawings will include:

- Fiber cable routes
- Drawings, site drawings, permit drawings, and computerize design maps and electronically stored consolidated field notes for the entire route must include:
    - Verification of as built and computerized maps
    - Splicing locations
    - Optical fiber assignments at patch panels
    - Optical fiber assignments at splice locations
    - Installed cable length
    - Date of installation
    - Aerial installation documents should include
        - Pole attachment inventories
        - Pole attachment applications
        - Pole attachment agreements between respondent and other utilities
        - GPS points of reference for utility poles
        - Photo images of poles to which fiber is attached
    - Underground installation documents should include
        - Conduit design and detailing
        - Manhole detailing

        - Preparation of all forms and documentation for approval of conduit construction and/or installation
- Fiber details will include:
    - Manufacturer
    - Cable type and diameter
    - Jacket type: single mode
    - Fiber core and cladding diameter
    - Fiber attenuation per kilometer
    - Fiber bandwidth and dispersion
    - Index of refraction
- OTDR documentation will include:
    - Each span shall be tested bi-directionally from endpoint to endpoint.
    - 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.
    - Reel acceptance
    - Individual fiber traces for complete fiber length
    - Paper and computer disk records of all traces
    - Losses of individual splices
    - Anomalies
    - Wavelength tests and measurement directions
    - Manufacturer, model, serial number, and date of last calibration of OTDR
- Power Meter documentation will include:
    - Total link loss of each fiber
    - Wavelengths tested and measurement directions
    - Manufacturer, model, serial number, and date of last calibration for all equipment used

References, Standards, and Codes

Specifications in this document are not meant to supersede state law or industry standards. Respondents 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 *Customer-Owned Outside Plant Design Manual* (CO-OSP) produced by BICSI, the *Telecommunications Distribution Methods Manual* (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the respondent 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 Navajo Nation Broadband Office.

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.

ATTACHMENT "A" – SITE SCHEDULE

New Mexico Chapter Houses/Libraries

SECTION 1:

- The available bandwidth shall be a minimum of 1GB. Pricing is also requested for 100Mbps, 200Mbps, 500Mbps, 2GB, 5GB, and 10GB circuits
- **Growth options requested at 2GB, 5GB, and 10GB.**

Chapter House	Latitude	Longitude
Alamo	34.416947	-107.499322
Standing Rock Chapter	35.80500475	-108.3622428
Mexican Springs	35.78942797	-108.8304351
Toadlena/Two Grey Hills	36.23855384	-108.8048385