Applicant Name: Swain County Public Schools

Title: FY 2027 Swain Co WAN Connectivity

BEN: 127080

FCC Form 470 #: 270003890

Contact: Karen Cook, kcook@swainmail.org

Project Description:

Swain County Public Schools [Swain] is seeking bids to continue and or increase broadband capacity and resiliency to the schools listed in this procurement, enabling connection to the NCDPI network for high-speed Internet Access. Bids for multiple modes of transportation that meet the rigorous service-level agreements and terms and conditions required to support the schools' educational needs will be considered.

Swain may evaluate solutions independently and determine whether to award a contract for locations. Offerors should bid accordingly and refrain from proposing a solution that is reliant upon the award of any other site.

Schedule of Events:

RFP Advertised: 11/24/2026

Questions Submission Date: 12/16/2026, 10:00 AM (ET)

Addendum Posted: 12/18/2026, 5:00 PM (ET)

RFP Bid Responses Due: 1/15/2027, 2:00 PM (ET)

BID Opening: 1/15/2027, 2:00 PM (ET)

Bid Open Location: 50 Main Street, Suite 2, Bryson City, NC 28713

Anticipated Award Date: 2/8/2027

Expected Service Start Date: 07/01/2027

Document Contents

- Introduction
- Section A - Terms and Conditions
- Section A.A - E-Rate 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 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. Submitted Attachment J in electronic format (Excel)

Mark the package with the company name and deliver to:

For FEDEX or UPS:
Swain County Schools
Karen Cook, Technology Director
50 Main Street, Suite 2
BRYSON CITY, NC 28713-8270
ATTN: FORM 470#270003890

FOR USPS:
Swain County Schools
Karen Cook, Technology Director
PO Box 2340
BRYSON CITY, NC 28713-8270
ATTN: FORM 470#270003890

SECTION A: TERMS AND CONDITIONS

A.1. DEFINITIONS

A.1.1. Swain County Public Schools, 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: **Not Offered**

A.3.2. Since an Engineering and Sales Conference is **Not Offered**

A.3.2.1. OFFERORS shall state their intention to bid by emailing the contact listed on the **Introductory Page**.

A.3.3. OFFERORS Q & A Follow-Up

A.3.3.1. Questions will be received via email up to the posted Q&A deadline. Following that date, there shall be an Addendum posted to the One Portal, EPC, addressing the Questions and Answers received from all potential OFFERORS. Information released as part of the Addendum shall be considered the official answer to any questions asked. The Question and Answer Addendum shall be

treated as any other addendum issued pursuant to this RFP and OFFEROR shall follow the same procedure for Addenda as detailed in (**SECTION D**).

A.3.3.2. It is the responsibility of each OFFEROR to ensure they have the latest version of this document and include the finalized version of it with any prospective response as a signed Addenda pursuant 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 North Carolina. No action involving this contract agreement may be brought except in a state court located in Swain County, North Carolina, USA.

A.6. SUB-OFFERORS AND THIRD PARTIES

A.6.1.1. Any OFFEROR that proposes a solution reliant upon a SUB-OFFEROR shall clearly denote in their response the services that shall be provided by SUBOFFEROR along with relevant qualifications and contact information.

A.6.1.2. OFFEROR assumes the responsibility and liability of all SUB-OFFERORS utilized by OFFEROR in the course of providing service as defined in any proposed solution.

A.7. SUSPENSION AND RESPONSIBILITIES

A.7.1.1. 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.7.1.2. 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.7.1.3. Loss of Agreement and/or Inability to Fulfill Requirements

A.7.1.3.1. 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.7.1.3.2. **"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.7.1.3.3. 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.7.1.3.4. 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.7.1.3.5. <u>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.</u>

A.8. UNIVERSAL SERVICE FUNDING

A.8.1. See (SECTION A.A) for Universal Service Fund and E-Rate Terms and Conditions.

A.9. TERMINATION OF CONTRACT

A.9.1.1. This contract may be terminated in whole or in part by APPLICANT for its convenience, but only after the OFFEROR is given:

A.9.1.1.1. 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.9.1.1.2. OFFEROR shall clearly detail any and all fees associated with early termination of a contract in their proposal.

A.9.1.1.3. Early termination fees shall not exceed the balance of any nonrecurring charges, plus the lesser of 12 months of monthly recurring charges or the number of months remaining on the contract.

A.9.2. AMERICANS WITH DISABILITIES ACT

A.9.2.1. 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.9.3. INSTALLATION

A.9.3.1. OFFEROR shall make good, and at their expense, any damage to the work of other trades caused by installation with regard to this proposal and to the satisfaction of the APPLICANT.

A.9.4. REQUIRED INSURANCE COVERAGE

A.9.4.1. 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.9.4.2. 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.9.5. WORKERS COMPENSATION COVERAGE

A.9.5.1. 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.9.6. GENERAL LIABILITY INSURANCE

A.9.6.1. 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 North Carolina and having a current Best rating of A or better and approved by the APPLICANT:

A.9.6.1.1. Premises-Operations

A.9.6.1.2. Independent Contractor's Protection

A.9.6.1.3. Products and Completed Operations

A.9.6.1.4. Broad Form Property Damage

A.9.6.1.5. Personal Injury (with Employee Exclusion deleted)

A.9.6.1.6. Blanket Contractual Liability

A.9.6.1.7. Property Damage Liability

A.9.6.2. 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.9.6.3. 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.9.7. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

A.9.7.1. 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 North Carolina and having current Best rating of A or better and approved by the APPLICANT.

A.9.7.2. 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.9.8. PROFESSIONAL LIABILITY INSURANCE

A.9.8.1. 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.9.9. LICENSE AND CERTIFICATION

A.9.9.1. OFFEROR must be licensed or incorporated to do business in the State of North Carolina.

A.9.9.2. OFFEROR shall possess all applicable licenses and/or certifications to perform this type of service.

A.9.10. VESTED INTEREST

A.9.10.1. 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.9.10.2. 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.9.11. WARRANTY

A.9.11.1. 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.9.11.2. OFFEROR further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of OFFEROR's RFP response.

A.9.11.2.1. If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of the APPLICANT, OFFEROR shall reperform the work or portion of the work that is unsatisfactory.

A.9.11.2.2. 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.9.12. ASSIGNMENT

A.9.12.1. 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.9.13. ATTORNEY'S FEES

A.9.13.1. 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.9.14. COMPLIANCE WITH LAW

A.9.14.1. OFFEROR shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other legal requirements which may apply.

A.9.15. CONFIDENTIAL TREATMENT OF INFORMATION

A.9.15.1. OFFEROR shall preserve any information obtained, assembled, or prepared in connection with the performance of this agreement in strict confidence.

A.9.16. COVENANT

A.9.16.1. 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.9.17. DISPUTE RESOLUTION

A.9.17.1. 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.9.17.2. 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.9.17.3. 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.9.17.4. If the matter is arbitrated, the rules of the American Arbitration Association Construction Industry Rules shall apply, unless both parties agree otherwise in writing. North Carolina courts may enter judgment on such awards.

A.9.17.5. The parties agree that any arbitrator may not award attorney's fees in any case.

A.9.17.6. 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.9.18. FORCE MAJEURE

A.9.18.1. 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.9.19. PATENT INDEMNITY

A.9.19.1. 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.9.20. PENALTIES/DEFAULT

A.9.20.1. In the event that the OFFEROR defaults on the contract entered into pursuant to this RFP, for any reason, including but not limited to cable routing or installation infeasibility, the APPLICANT shall have the unilateral right, at its discretion, to terminate or cancel the contract entered into between the parties.

A.9.20.2. 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.9.20.3. In the event of a default, the APPLICANT may require the OFFEROR to directly refund USAC for any charges paid for with E-Rate funds that were not used for their eligible purposes.

A.9.21. INDEMNITY

A.9.21.1. 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, USAC Payment Demands, 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 or contract breach of OFFEROR, any SUBOFFEROR of OFFEROR, or any officer, employee, or agent of OFFEROR.

A.9.21.2. 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.9.22. INTELLECTUAL PROPERTY

A.9.22.1. 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.9.23. NO THIRD-PARTY RIGHTS

A.9.23.1. Any contract entered into between the APPLICANT and the OFFEROR shall be for the sole benefit of APPLICANT and the OFFEROR.

A.9.24. NON-ENDORSEMENT

A.9.24.1. 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.9.25. RECORDS

A.9.25.1. 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.9.25.2. 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.9.25.3. 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.9.26. SEVERABILITY

A.9.26.1. 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.9.27. EXPENSES

A.9.27.1. 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.9.27.1.1. No overhead and/or profit shall be permitted.

A.9.27.1.2. 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.9.27.2. 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.9.27.3. Awarded OFFEROR may be required to participate in negotiations, submit any price, technical or other revisions, resulting from negotiations.

A.9.27.4. 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.9.28. REJECTION OF PROPOSALS

A.9.28.1. 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.9.28.1.1. Proposal lacks signature by an authorized representative of OFFEROR.

A.9.28.1.2. Evidence of collusion among OFFERORS exists.

A.9.28.1.3. OFFEROR fails to meet terms and conditions as specified in the RFP.

A.9.28.1.4. 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.9.28.1.5. APPLICANT investigation determines that OFFEROR is not qualified to meet the obligations of the agreement and complete work described.

A.9.28.1.6. Cost of services exceeds budgetary constraints.

A.9.28.1.7. OFFEROR lacks proper system certification or experience.

A.9.28.1.8. OFFEROR has supplied an incomplete bid package that prevents APPLICANT from performing a sufficient analysis of the supplied proposal.

A.9.29. REFERENCES

A.9.29.1. APPLICANT reserves the right to investigate information supplied by OFFEROR to determine its accuracy.

A.9.29.2. 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.9.30. PROPOSAL NEGOTIATIONS

A.9.30.1. APPLICANT may open negotiations with OFFEROR(S) after submission of proposals and prior to award.

A.9.30.2. At its sole discretion the APPLICANT reserves the right to award an agreement without negotiation based upon written proposals.

A.9.30.3. 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.9.31. CONTRACT AWARD GUIDELINES

A.9.31.1. APPLICANT reserves the right to waive any minor irregularities in proposals and/or agreements deemed to be in its best interest.

A.9.31.2. 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.9.31.3. 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.9.31.4. 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.9.31.5. 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.9.31.6. 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.9.32. RECOMMENDATION FOR AWARD POSTING

A.9.32.1. It is the responsibility of the interested OFFEROR to obtain the Recommendation for Award.

A.9.32.2. OFFEROR may also obtain the Recommendation for Award by contacting APPLICANT'S Contact from the **Introductory Page**.

A.9.33. BID EVALUATION

A.9.33.1. 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.9.33.2. Evaluation Criteria (**SECTION D**)

A.9.34. APPEAL BY UNSUCCESSFUL OFFEROR

A.9.34.1. Any unsuccessful OFFEROR may appeal a pending Recommendation for Award.

A.9.34.2. Appellant must submit a written protest to the APPLICANT Contact no later than six (6) business days after the 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.9.34.3. Appellant may be required to post a bond with a good and solvent surety company authorized to do business in the State of North Carolina 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.9.34.4. 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.9.34.5. 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.9.34.6. OFFEROR will not seek any type of judicial intervention until APPLICANT has rendered its final decision on the protest.

A.9.34.7. 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.9.34.8. APPLICANT will stay any award action until after the APPLICANT'S Governing Body renders a final decision.

A.9.34.9. 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.9.35. TERM OF AGREEMENT

A.9.35.1. See (**SECTION B**) for each service term.

SECTION B: SCOPE OF WORK

B1. DESCRIPTION OF REQUEST

B1.1. APPLICANT is seeking proposals for **service** 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. Site-by-site needs for entities participating in this procurement are reflected on the **Connections Tab in (Attachment J)**.

B1.3. TERM DEFINITIONS:

- "SERVICE" shall exclusively refer to one of the following requested services within this proposal. These services are: Leased-Dark Fiber and Leased-Lit Fiber.
- "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.
- **"**NETWORK" shall refer to **all** elements of a solution through which data must transit to provide a complete solution.
- **"**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.
- "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.
- "HUB SITE" shall refer to an APPLICANT SITE where multiple CONNECTIONS terminate within a NETWORK.
- "CONNECTION SITE" shall refer to an APPLICANT site which is the termination point of an individual branch of the NETWORK.
- "SLA" shall be used to refer to a Service-Level Agreement. SLAs shall be defined to provide **minimum** acceptable performance parameters within a solution.

- "SC," "NRC", "MRC", and "YRC" shall refer to Special Construction, Nonrecurring Charges, Monthly Recurring Charges, and Yearly Recurring Charges, respectively.

- **"**INTERNET ACCESS**"** shall be used to define data transport outside of the APPLICANT network. INTERNET ACCESS is <u>not</u> a part of this request for proposals.

- "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.

- "IRU" shall be defined as an Indefeasible Right-of-Use contract and shall be used in reference to long-term contracts with regard to Leased-Dark Fiber.

- "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.

B1.4. APPLICANT is requesting dedicated, symmetrical data transport bandwidth options as defined within the individual scope sections found in this section **(Section B)**.

B1.5. APPLICANT SITES requiring service are listed within **(Section F)**.

B1.6. 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.

B1.7. 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.

B1.8. It is preferred that an OFFEROR submit pricing to serve ALL locations with a service offering. However, bids will be considered from Offerors that do not submit pricing to serve all locations for a proposed solution. Offerors must provide the reason they are unable to serve all entities with their proposed solution.

B1.9. APPLICANT requires dedicated CONNECTIONS with SLAs (SLA) detailed in this section **(Section B)** which guarantee performance between SITES.

B1.10. OFFEROR shall provide pricing as specified within **(Section D)**.

B1.11. All SOLUTION proposals will be evaluated based upon the same criteria found in **(Section D)**.

B1.12. 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 **FY2027 USF Eligible Services List,** once published, which will be located on the USAC website, https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/
(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 pricing.** The locations listed in this RFP shall have Internet Access provided through the North Carolina Department of Public Instruction (NCDPI).

B2.2. As such, all of the following services fall under the description of a standalone data transmission service.

B3. LEASED DARK FIBER

B3.1. Site-by-site needs for entities participating in this procurement are reflected on the **Connections Tab in (Attachment J)**.

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 this section **(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. For IRUs, the APPLICANT is requesting 20-year term options.

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. Site-by-site needs for entities participating in this procurement are reflected on the **Connections Tab in (Attachment J)**.

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 this section **(Section B)**.

B5. NETWORK DESIGN AND CONSTRUCTION

B5.1. 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**).

B5.2. OFFERORS are encouraged to consider APPLICANT's current and future bandwidth needs when determining infrastructure to dedicate to APPLICANT. Designs are preferred 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.

B5.3. OFFERORS shall clearly illustrate proposed network design and construction routes.

B5.4. 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.

B6. SPECIAL CONSTRUCTION AND NRC

B6.1. 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)**.

B6.2. Special construction charges eligible for Category 1 support consist of three components:

- Construction of network facilities
- Design and engineering
- Project management

B6.3. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.

- 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.
- For leased dark fiber and self-provisioned solutions, equipment required to light the fiber is not eligible under special construction but is eligible under Category 1 Network Electronics/Hardware.

B6.4. Special Construction Payment Plan Option

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

B6.5. Excess fiber strands for all solutions, excluding Self-Provisioned Networks

- 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.

- 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.

B6.6. For examples of cost allocation, please see document **(Section C)**

B7. FIBER/NETWORK MAINTENANCE OF LEASED-DARK

B7.1. OFFEROR shall 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.

B7.2. OFFEROR shall maintain the applicable fiber/network seven days per week, twentyfour hours per day, 365 days per year.

B7.3. OFFEROR will follow all BICSI, FOA, TIA & ISO/IEC standards when troubleshooting, documenting, testing, repairing, replacing, and installing new fiber optic cabling.

B7.4. 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.

B7.5. For Leased Dark Fiber solutions, OFFEROR shall include the fiber maintenance as part of their proposal with maintenance service to commence once APPLICANT certifies acceptance and takes ownership of a CONNECTION.

B7.6. OFFEROR should include an overview of maintenance practices including:

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

- Scheduled maintenance windows and scheduling practices for planned outages.

- Marker, splice enclosure, hand hole, and pole tag inspection, repair, and replacement.
- Handling of unscheduled outages and Applicant problem reports.
- The service level agreement that is included and what alternative service levels may be available at an additional cost.
- The agreements that are in place with applicable utilities and utility contractors for emergency restoration.
- Repair of fiber breaks and mean time to repair.
- Replacement of damaged fiber and fiber that no longer meets specifications.
- Post-repair testing.
- Policies for Applicant notification regarding maintenance.
- Process for changing procedures, including Applicant notification practices.
- Process for moves, adds, and changes.
- Process for responding to MISSDIG locate requests.
- Process for responding to and resolving NJUNS tickets.

B7.7. For all proposals, all pole rental costs shall be the responsibility of the OFFEROR.

B7.8. APPLICANT requires ongoing maintenance of the fiber for leased dark fiber solutions.

B8. SLA REQUIREMENTS

B8.1. OFFEROR shall maintain the applicable data transmission solution seven days per week, twenty-four hours per day.

B8.2. OFFEROR shall maintain the proposed link performance throughout the term of the contract.

B8.3. 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.

B8.4. 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.

B8.5. 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.

B8.6. A detailed trouble reporting, escalation, and resolution plan will be provided to the APPLICANT.

B8.7. 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.

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%

B8.8. Resolution: The APPLICANT will be notified immediately once the problem is resolved and will be asked for verbal and written closure of the incident.

B8.9. Upon request, an incident report will be made available to the APPLICANT within five (5) working days of resolution of the trouble.

B8.10. 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.

B8.11. OFFEROR shall provide historical aggregate uptime statistics for the proposed service in the geographic area encompassing APPLICANT.

B8.12. 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.

B8.13. OFFEROR shall affirm that any backbone infrastructure is capable of supporting the provisioned transmission rate of bandwidth required to each site.

B9. Intentionally Left Blank

B10. TIMELINE

B10.1. OFFEROR shall include a timeline for bringing each CONNECTION online.

B10.2. OFFERORS with a SOLUTION requiring little to no special construction shall affirm that all sites shall be online by July 1, 2027, the start of the E-Rate Funding Year.

B10.3. 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: July 1, 2027, is the APPLICANT'S service delivery deadline to light circuits that will be funded in FY2027-28 regardless of the date FCDL is issued.

B10.4. 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.

B11. TERMINATION POINT

B11.1. 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.

B11.2. SOLUTIONS shall terminate at the Demarcation point. SOLUTIONS that deliver service to the property line but not to the demarcation point are not acceptable.

B11.3. 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.

B12. ACCEPTANCE PACKAGE

B12.1. The OFFEROR shall provide all close-out documentation relevant to a SOLUTION upon APPLICANT acceptance of service.

B13. NETWORK DIAGRAM

B13.1. For each response, OFFEROR must include a network diagram displaying the paths to be used to serve each SITE.

B13.2. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between HUB SITE and each CONNECTION SITE.

B13.3. Diagram documents format should be delivered in editable formats using standard KML/KMZ or ArcGIS file formats and PDF format.

B14. COMMUNICATION & REPORTING REQUIREMENTS

B14.1. 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.

B14.2. 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.

B14.3. 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.

B14.4. If applicable, OFFEROR shall include a detailed implementation project plan that meets APPLICANT required timelines.

B14.5. OFFEROR shall include, at a minimum, bi-annual meetings between OFFEROR technicians and APPLICANT technicians to discuss any issues and resolutions.

B14.6. The OFFEROR shall provide detailed and comprehensive billing with itemized monthly recurring and non-recurring charges for each SITE.

B14.7. OFFEROR shall provide detailed, comprehensive, and itemized Custom Service Records by SITE.

B14.8. 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. Site-by-site needs for entities participating in this procurement are reflected on the **Connections Tab in (Attachment J)**.

C2.2. OFFEROR shall provide an OSI Layer 2 handoff that supports IEEE 802.1ad Q-in-Q Tunneling to all SITES for the APPLICANT'S tagged and untagged frames.

C2.3. SITE connections shall be IEEE 1000 base-SX (For minimum 1 Gbps transmission rates) or IEEE 10GBase-SR (For minimum 10 Gbps transmission rates) via ST connections. Wavelength of Optical media SFP / SFP+ modules shall be specified by OFFEROR prior to installation and verified for compatibility with APPLICANT equipment.

C2.4. 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.

C2.4.1. 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.

C2.5. The OFFEROR will make all reasonable efforts to ensure 99.99% network availability of each circuit.

C2.6. Commitment of 0.25% frame/packet loss or less.

C2.7. Commitment of 3ms network latency or less.

C2.8. Commitment of 4ms network jitter or less.

C2.9. There is no right of the OFFEROR to limit, throttle, or filter the capacity of the subscribed circuit at any time for any reason.

C2.10. 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.

C2.11. The proposed SOLUTION must be compatible with IEEE hardware standards. IPv4 and IPv6 are processed in hardware and not software.

C2.12. SOLUTION shall be compatible with IP routing protocols including RIP, OSPF, and BGP, etc.

C2.13. SOLUTION must support VLAN services, Link Aggregation, Link Layer Discovery Protocols, and Quality of Service (QoS).

C2.13.1. 802.3ad (Link Aggregation via LACP)

C2.13.2. 802.1Q (VLAN Tagging and Q-in-Q Tunneling)

C2.13.3. 802.1p (Quality of Service)

C2.13.4. 802.1ab (Link Layer Discovery Protocol) LLDP

C2.13.5. Multicast Forwarding Support

C2.14. 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. Site-by-site needs for entities participating in this procurement are reflected on the **Connections Tab in (Attachment J)**.

C3.2. 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.

C3.3. 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, as well as all incremental costs of those extra strands from the special construction E-Rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

C3.4. APPLICANT should seek documentation from the OFFEROR which outlines the added incremental costs attributable to designing, managing, and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

C3.4.1. Splice Labor. If any fibers over the APPLICANT'S fibers are spliced, the labor for these additional splices must be cost-allocated.

C3.4.2. Splice Enclosures are placed to protect splices. If any fibers over the APPLICANT'S fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost-allocated.

C3.4.3. Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.

C3.4.4. Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

C3.5. 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 special construction billing to the APPLICANT but should be prepared to show evidence during PIA review that it did not charge the APPLICANT for the incremental costs.

C3.6. APPLICANT desires a minimum of two (2) strands (one pair) of fiber optic cable between SITES. Solutions that include additional strands to each site will be considered.

C3.6.1. In addition to the required strand count, OFFEROR is encouraged to provide pricing for optional higher strand counts, preferably in pairs where feasible.

C3.7. OFFERORS must bid the minimum strand count. It is not required to bid additional strand count options.

C4.2. **OSP INSTALLATION SPECIFICATIONS**

C4.2.1. **Material Requirements**

C4.2.1.1. 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.

C4.2.1.2. Selected OFFEROR and its SUB-OFFERORS will provide all material management to ensure that the project remains on track according to the project milestones.

C4.2.1.3. 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.

C4.2.1.4. The buried conduit shall be **High-density polyethylene** (**HDPE**) with appropriate clamps. All fittings for HDPE pipe shall meet or exceed the following specifications:

C4.2.1.4.1. **ASTM F714** Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR), based on outside diameter.

C4.2.1.4.2. **ASTM D1248** Standard Specification for Polyethylene Plastic Molding and Extrusion.

C4.2.1.4.3. **ASTM D3350** Standard Specification for Polyethylene Plastic Pipe and Fittings Materials.

C4.2.1.4.4. **ASTM D3035** Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR). Based on controlled outside diameter.

C4.2.1.4.5. **ASTM D3261** Standard Specification for Butt Heat Fusion PE Plastic Fittings for PE Plastic Pipe and Tubing.

C4.2.1.4.6. **ASTM F2206** Standard Specification for Fabricated Fittings of Butt-fused Polyethylene Plastic Pipe, Fittings, Sheet Stock Plate Stock or Block stock.

C4.2.1.4.7. **ASTM F2620** Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings

C4.2.1.5. The exact requirements for location and type of conduit for building entrances and within the building shall be verified with the building owner.

C4.2.1.6. All Hand Holes shall be North Carolina 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.

C4.2.1.7. 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.

C4.2.1.8. Unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better

C4.2.1.9. Fiber must be SM/SA/SJ/LT with the following specifications and/or standards:

C4.2.1.9.1. TU-T G.652.C/D compliant

C4.2.1.9.2. The average bi-directional loss for an individual splice shall not exceed 0.15db.

C4.2.1.9.3. The acceptable average bi-directional loss for a segment shall be calculated using the following formula:

Span Loss = a (span distance in kilometers) + b(0.15 dB/splice) + c(0.50 db/connector)
Where:
a = maximum Fiber loss in dB per kilometer for the specific Fiber type/manufacturer at 1550nm or 1310nm (depending upon IRU Grantee) b = number of splice locations for the span c = number of connectors for the span

C4.2.1.10. All connector splices shall be protected with heat shrinks. Connector Types shall be SC.

C4.2.1.11. 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.

C4.2.2. **Specifications**

C4.2.2.1. <u>Survey</u>

C4.2.2.1.1. 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.

C4.2.2.1.2. OFFEROR will locate underground lines of third parties in the cable route area prior to construction.

C4.2.2.2. Permits and Traffic Control

C4.2.2.2.1. 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.

C4.2.2.2.2. 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.

C4.2.2.3. Tracer Wire Installation

C4.2.2.3.1. 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.

C4.2.2.3.2. 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."

C4.2.2.4. Conduit Pull Tape

C4.2.2.4.1. 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.

C4.2.2.5. Depth of Burial

C4.2.2.5.1. 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:

C4.2.2.5.1.1. 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.

C4.2.2.5.1.2. 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.

C4.2.2.6. Highway, Railroad, and Other Border Crossings

C4.2.2.6.1. 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 roads and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.

C4.2.2.6.2. All work performed on public right-of-way or railroad right-ofway shall be done in accordance with the requirements and regulations of the authority having jurisdiction thereunder.

C4.2.2.6.3. OFFEROR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn.

C4.2.2.6.4. 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.

C4.2.2.7. Cable Markers

C4.2.2.7.1. 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.

C4.2.2.7.2. 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.

C4.2.2.8. Hand Holes

C4.2.2.8.1. 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.

C4.2.2.8.2. All hand holes unless otherwise stipulated by the drawings will be buried with 12” to 18” of cover at final grade.

C4.2.2.8.3. Where possible, hand holes shall have 1-2 inches of gravel or other aggregate placed in the bottom of the cabinet to assist with water and other moisture.

C4.2.2.8.4. 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.

C4.2.2.8.5. After cable placement, all ducts will be sealed.

C4.2.2.8.6. All splice hand holes/manholes shall contain a ground rod with test leads.

C4.2.2.8.7. A minimum of 100’ coil of cable shall be left in each hand hole/building for splicing use. An appropriately sized cabinet shall be installed to allow for required cable length.

C4.2.2.9. Splicing

C4.2.2.9.1. 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.

C4.2.2.9.2. Complete testing services, such as end-to-end, reel testing, splice loss testing, ORL, power meter/laser source testing, and WDM testing, are required.

C4.2.2.9.3. 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.

C4.2.2.9.4. 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.

C4.2.2.10. Aerial Plant

C4.2.2.10.1. District 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.

C4.2.2.11. Testing Cable

C4.2.2.11.1. The OFFEROR shall be responsible for on-reel verification of cable quality prior to placement.

C4.2.2.11.2. Completed test forms on each reel shall be submitted to the APPLICANT.

C4.2.2.11.3. OFFEROR assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.

C4.2.2.11.4. The OFFEROR shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.

C4.2.2.11.5. The cable ends shall be sealed upon completion of testing.

C4.2.2.11.6. 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.

C4.2.2.12. Restoration

C4.2.2.12.1. 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.

C4.2.2.12.2. 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. Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.

C4.2.2.12.4. 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.

C4.2.2.12.5. OFFEROR will be responsible for any restoration complaints arising within one year after the APPLICANT'S final acceptance.

C4.2.2.12.6. Excess material will be disposed of properly.

C4.2.2.12.7. 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.

C4.2.2.12.8. 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.

C4.2.2.12.9. 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.

C4.2.2.13. Documentation

C4.2.2.13.1. As-built drawings will include paper and digital copies of the following:

C4.2.2.13.1.1. Fiber cable routes; digital map preferred in KMZ/KML (Google Earth) format.

C4.2.2.13.1.2. Drawings, site drawings, permit drawings, and computerized design maps and electronically stored consolidated field notes for the entire route must include:

C4.2.2.13.1.2.1. Verification of as-built and computerized maps

C4.2.2.13.1.2.2. Splicing locations

C4.2.2.13.1.2.3. Optical fiber assignments at patch panels

C4.2.2.13.1.2.4. Optical fiber assignments at splice locations

C4.2.2.13.1.2.5. OFFEROR shall provide OTDR traces in Bell core standard or format and PDF format, including 2point 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.

C4.2.2.13.1.2.6. Date of installation

C4.2.2.13.1.2.7. Aerial installation documents should include

C4.2.2.13.1.2.7.1. Pole attachment inventories

C4.2.2.13.1.2.7.2. Pole attachment applications

C4.2.2.13.1.2.7.3. Pole attachment agreements between respondent and other utilities

C4.2.2.13.1.2.7.4. GPS points of reference for utility poles

C4.2.2.13.1.2.7.5. Photo images of poles to which fiber is attached

C4.2.2.13.1.2.8. Underground installation documents should include

C4.2.2.13.1.2.8.1. Conduit design and detailing

C4.2.2.13.1.2.8.2. Manhole detailing

C4.2.2.13.1.2.8.3. Preparation of all forms and documentation for approval of conduit construction and/or installation

C4.2.2.13.1.2.8.4. Digital Proof of Registration within MISS DIG for all underground plant.

C4.2.2.13.1.3. Fiber details will include:

C4.2.2.13.1.3.1. Manufacturer

C4.2.2.13.1.3.2. Cable type and diameter

C4.2.2.13.1.3.3. Jacket type: armored single-mode

C4.2.2.13.1.3.4. Fiber core and cladding diameter

C4.2.2.13.1.3.5. Fiber attenuation per kilometer

C4.2.2.13.1.3.6. Fiber bandwidth and dispersion

C4.2.2.13.1.3.7. Index of refraction

C4.2.2.13.1.3.8. Manufactured date

C4.2.2.13.1.4. OTDR documentation will include:

C4.2.2.13.1.4.1. Each SEGMENT shall be tested bi-directionally from SITE to SITE with a recently calibrated OTDR.

C4.2.2.13.1.4.2. 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.

C4.2.2.13.1.4.3. Reel acceptance

C4.2.2.13.1.4.4. Individual fiber traces for complete fiber length

C4.2.2.13.1.4.5. Paper and computer disk records of all traces

C4.2.2.13.1.4.6. Losses of individual splices

C4.2.2.13.1.4.7. Anomalies

C4.2.2.13.1.4.8. Wavelength tests and measurement directions

C4.2.2.13.1.4.9. Manufacturer, model, serial number, and date of last calibration of OTDR

C4.2.2.13.1.5. Power Meter documentation will include:

C4.2.2.13.1.5.1. Total link loss of each fiber

C4.2.2.13.1.5.2. Wavelengths tested and measurement directions

C4.2.2.13.1.5.3. Manufacturer, model, serial number, and date of last calibration for all equipment used

C4.2.3. **Project Closeout and Warranty**

C4.2.3.1. The fiber optic cabling system installed shall be eligible for coverage by a manufacturer's Limited Lifetime Warranty to the Applicant.

C4.2.3.2. 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.

C4.2.3.3. OFFEROR shall ensure that the APPLICANT receives the manufacturer-issued project warranty certificate within 60 calendar days of warranty registration.

C4.2.3.4. 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.

C4.2.3.5. 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.

C4.2.4. **Installer Qualifications**

C4.2.4.1. 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:

C4.2.4.1.1. The project designer shall have a current BICSI RCDD and/or FOA CFOS/D Certification.

C4.2.4.1.2. On-site installer team leads shall have current BICSI Installer 2, Optical Fiber (INSTF), preferably a BICSI Technician (TECH) certification.

C4.2.4.1.3. 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.

C4.2.4.2. 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.

C4.2.4.3. The Respondent will be responsible for all fees and expenses associated with this training and certification.

C4.2.4.4. **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.**

C4.2.5. **References, Standards, and Codes**

C4.2.5.1. 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.

C4.2.5.2. 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 behalf of the Applicant.

C4.2.5.3. 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 document is modified over time, the latest edition and addenda to each are considered to be definitive.

C5. CATEGORY 1 NETWORK EQUIPMENT SPECIFICATIONS

C5.1. LEASED DARK, OR IRU NETWORK EQUIPMENT REQUIREMENTS

C5.1.1. Network equipment shall have sufficient power to operate switches, up to and including dual power supplies, to give the necessary power to the equipment, and must include all necessary licenses, software, and operating systems.

C5.1.2. 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. **Example Manufacturer and Model: Juniper EX4100. Bids for the example model or an equivalent and compatible model will be considered.**

C5.1.3. All switches bid shall be Layer 3 capable.

C5.2. Any proposals for equivalent equipment must include an explanation outlining how the proposed equipment offers the same functionality as the example make and model.

C6. 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:

- 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.
- BID RESPONSE FORMAT AND CHECKLIST, this section **(SECTION D)**
- Include a complete Table of Contents.
- **REFERENCE FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- **PUBLIC DISCLOSURE FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- **CONTACT PERSON FORM/PROPOSAL SIGNATURE (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- **FAMILIAL DISCLOSURE AFFIDAVIT (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- **DEBARMENT AND SUSPENSION CERTIFICATION (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- **IRAN ECONOMIC SANCTIONS ACT FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- **FCC REGISTRATION NUMBER FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.
- **FCC RED LIGHT STATUS (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.

- **USAC ISSUED 498 ID (FORMERLY SPIN) FORM (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.

- **E-Rate Program Integrity Assurance (PIA) Review (SECTION E)** - PLACE COMPLETED FORM IN FRONT OF OFFEROR'S RESPONSE.

- **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.

- **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.

- **COMPLIANCE WITH MINIMUM QUALIFICATIONS**

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

- **TRAINING AND PROFESSIONAL DEVELOPMENT**

  0 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.

- **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 **(SECTION A)**. 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 Nonrecurring 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 hourly rates for future unidentified criteria, support services, and consulting services (example below):

- Project Management
- General (entry level) Fiber Tech services including mapping
- Emergency Fiber Tech Services (entry level)*
- Design (Inc. meetings), Network Engineering, OSP Engineering, OTDR Testing and locating including mapping (Sr Level)
- Emergency OSP Services (Sr Level)*
- Sr Fiber Technician with Splice-Bucket Truck (~35’ reach)
- Emergency Sr Fiber Technician with Splice-Bucket Truck*
- Technician Truck Charge
- Bucket Truck (basic) charge

*Emergency Services are noted as outside of M-F 8 am -5 pm (Eastern Time Zone) workday

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:

- 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)

- For incomplete Non-Recurring Costs (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.

- Incomplete contract extension requests shall be calculated by applying the principles found in this section **(Section D)** to gain a fairly estimated calculation.

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

  ○ Year 6 = ((Cost of 60 Month Contract MRC * 12) * (1.0328)) + FLOOR((60 Month MRC * 12 * 1.0328 * 0.25), 50000)

  ○ Year 7 = ((Cost of 60 Month Contract MRC * 12) * (1.0328)^2)) + FLOOR((60 Month MRC * 12 * (1.0328^2) * 0.25), 50000)

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

- OFFEROR is required to provide pricing for all requested Contract Terms scoped in **(SECTION B)** on the pricing sheet (**SECTION E**).

- OFFEROR is required to provide pricing for all requested Transmission Rates indicated on the pricing sheet (**SECTION E**). Additional transmission rates can be provided, but must be noted on the pricing sheet as "additional rate" in the NOTES.

- If OFFEROR is unable to meet all required transmission rates, they should indicate on the pricing sheet (**SECTION E**)

- If OFFEROR does not provide pricing for all required transmission rates, a multiplier may be applied by the APPLICANT to the MRC of the provided transmission rates to reach an estimated calculation for any missing information.

- Special construction, monthly recurring costs, and any additional nonrecurring costs are required to be broken out and listed separately.

- 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.

- 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.

- If an increase in bandwidth is requested by APPLICANT during the contract period, the contract shall NOT renew or extend for any reason.

D1.2.10. Any OFFEROR proposing a Leased Dark Fiber Solution as scoped in **(SECTION B)** and defined in **(SECTION C)** is required to provide the following information in their **(SECTION E)** response:

- OFFEROR is required to provide pricing for all requested Contract Terms scoped in **(SECTION B)** on the pricing sheet (**SECTION E**).
- OFFERORS are free to bid the minimum and/or both strand options. It is not required to bid all strand count options.
- Special construction and monthly recurring costs are required to be listed separately.
- 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.
- No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.

D1.2.11. Any OFFEROR proposing a Dark Fiber IRU Solution as scoped in **(SECTION B)** and defined in (**SECTION C**) is required to provide the following information in their **(SECTION E)** response:

- Special construction fee is required to be listed separately. Monthly recurring costs should include IRU and fiber maintenance fees.
- 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.
- 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.
- 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.
- The fiber owner (not the APPLICANT) must claim responsibility for repairs in the event of a catastrophic cut or service relocation.
- Fiber maintenance shall be combined with IRU fee and represented as

a single monthly recurring cost. (SECTION C for details)

- Fiber maintenance must meet the SLA terms found in (SECTION B).
- 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.
- OFFERORS shall describe the process for relocates including assumption of costs.

D1.2.13. Any OFFEROR proposing Category 1 Network Equipment as scoped in **(SECTION B)** and defined in **(SECTION C)** is required to complete **(SECTION E)** with this RFP.

- 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.

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. **STANDALONE DATA TRANSMISSION SERVICE PROPOSAL SCORING RUBRIC**

% Weight	Category	Criteria
25	**PRICING**	**E-Rate eligible recurring and nonrecurring costs**
10	**PRICING**	E-Rate ineligible recurring and nonrecurring costs
10	**PRICING**	Site preparation and maintenance cost of solution
20	**MERIT OF PROPOSAL**	Proposal's merits and ability to deliver requested services
10	**MERIT OF PROPOSAL**	Service reliability and dedicated infrastructure
10	**MERIT OF PROPOSAL**	Proposed contract terms and conditions
5	**MISCELLANEOUS**	Complete bid submission

5	**MISCELLANEOUS**	Previous experience with OFFEROR
5	**MISCELLANEOUS**	OFFEROR reference check

D2.3. **EXPLANATION OF RUBRIC**

D2.3.1. **Pricing - 45% of Total Points**

- 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 10Gbps of bandwidth per site is not provided by OFFEROR, a multiplier or divisor to reach 10Gbps of bandwidth shall be applied.
- 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.
- 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**

- Proposal merits and ability to deliver requested service **(20 Points)**

  0 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

- Service Reliability and Dedicated Infrastructure **(10 Points)**

  0 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.

- 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**

- Complete Bid Submission **(5 Points)**

  0 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.**

- Previous Experience with OFFEROR **(5 Points)**

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

- OFFEROR Reference Checks **(5 Points)**

  0 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.

D2.4. CATEGORY 1 NETWORK EQUIPMENT SCORING RUBRIC

% Weight	Category	Criteria
30	**PRICING**	Prices / Charges
5	**PRIOR RELATIONSHIP**	Prior Experience with OFFEROR
5	**PRIOR RELATIONSHIP**	Understanding of APPLICANT'S Needs
5	**MANAGEMENT / SUPPORT**	OFFEROR Financial Stability
20	**MANAGEMENT / SUPPORT**	OFFEROR Personnel Qualifications
5	**COMPATIBILITY**	Align with and support the objectives outlined in APPLICANT'S long-range technology initiative
5	**COMPATIBILITY**	Ensure alignment with APPLICANT'S hardware and software standards
5	**COMPATIBILITY**	Offering reduced total cost of ownership over the long term
5	**COMPATIBILITY**	Capable of being upgraded and adapted to future technological advancements
5	**RESPONSIVENESS**	Thoroughness of the response and compliance with bid specifications
5	**RESPONSIVENESS**	Summary of project implementation plan
5	**INSTALLATION**	The OFFERER'S capability to successfully complete the installation within the specified time frame

D2.5. **EXPLANATION OF RUBRIC**

D2.5.1. **Pricing - 30% of Total Points**

- E-Rate Eligible Recurring and Non-Recurring Costs **(30 points)**
  - Points shall be awarded for the most cost-effective offer.

D2.5.2. **Prior Relationship - 10% of Total Points**

- Prior Experience with OFFEROR **(5 points)**
  - 0 Points shall be awarded based on the APPLICANT'S past positive experiences with the OFFEROR'S business, staff, and ability to deliver a desired product or service.

- Understanding of APPLICANT'S Needs **(5 points)**
  - 0 Points shall be awarded based on the OFFEROR'S past experience with the APPLICANT'S network and the knowledge how to make appropriate upgrades from this RFP specifications.

D2.5.3. **Management / Support - 25% of Total Points**

- OFFEROR Financial Stability **(5 points)**
  - 0 Points shall be awarded based on the OFFEROR'S financial solvency and the ability to complete the work on time without requesting payments on partial service delivery.

- OFFEROR Personnel Qualifications **(20 points)**
  - 0 Points shall be awarded based on OFFEROR'S personal applicable industry longevity, vendor certifications, licensing, and references.

D2.5.4. **Compatibility - 20% of Total Points**

- Align with and support the objectives outlined in APPLICANT'S long range technology initiative **(5 points)**

  ○ Points shall be awarded for the OFFEROR'S ability to align equipment needs for the APPLICANT'S current network needs and common industry deployments for future growth.

- Ensure alignment with APPLICANT'S hardware and software standards **(5 points)**

- Offering reduced total cost of ownership over the long term **(5 points)**

- Capable of being upgraded and adapted to future technological advancements **(5 points)**

D2.5.5. **Responsiveness - 10% of Total Points**

- Thoroughness of the response and compliance with bid specifications **(5 points)**
- Summary of project implementation plan **(5 points)**

D2.5.6. **Installation - 5% of Total Points**

○ The OFFERER'S capability to successfully complete the installation within the specified time frame **(5 points)**

D3. CHECKLIST

D3.1. 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

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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:

- Swain County Public Schools or respective Entity employees shall not receive unlawful compensation, commission or personal profit in the course of performing School District duties.

- Swain County Public Schools or respective Entity positions may not be used for unlawful purposes or personal gain.

- I further certify that I have disclosed all personal relationships and financial interests between the company, its officers, and key employees, and any board members, staff, or authorizing officials of MiSEN or any entity listed in Attachment J. 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 MiSEN or any entity listed in Attachment J may result in 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, District statutes for any entity listed in Attachment J, 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 Swain County Public School's Request for Proposal, on behalf of the entities listed in Attachment J 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 Board of Education or the Superintendent of the School District or Districts within the purview of the respective entities listed in Attachment J and Swain County Public Schools.

List any Familial Relationships:

RESPONDENT:

_____

By: _____

Its: _____

STATE OF NORTH CAROLINA)
) ss.
COUNT OF _____)

This instrument was acknowledged before me on the _____day of _____, 20__, by

_____.

_____
, Notary Public

_____ County, North Carolina

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 DIVESTMENT ACT FORM

AFFIDAVIT OF COMPLIANCE –Iran Divestment Act
Enacted during the 2015 legislative session as
Chapter 147, Article 6E of the North Carolina General Statutes

The undersigned, the owner or authorized officer of _____ (the "Respondent"), pursuant to the compliance certification requirements provided in Swain County Public Schools RFP on behalf of the respective Wide Area Networks for the entities listed in Attachment J, 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 Divestment Act (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 Applicant's 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 has provided its FCC Registration Number:

Yes ▢

No ▢

If "No" is checked, the RFP response may at the Applicant's sole discretion be deemed nonresponsive 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):
   _____

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 name “ATTACHMENT J -PRICING SHEET” will provide 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 Applicant with any information being requested as part of PIA review:

   Yes ▢

   No ▢

2. Respondent may assist 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 and Connections

F1. See Excel worksheets as part of this RFP.

F2. BUILDING ENTRANCES:

F2.1. Additional information will be provided upon request.

SECTION A.A: E-RATE TERMS AND CONDITIONS

A.A.1. UNIVERSAL SERVICE FUNDING

A.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.A.1.1.2. Required Notice to Proceed and Funding Availability

A.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.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.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.A.1.2. E-RATE REQUIREMENTS

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

A.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.A.1.2.3. USF Participation – OFFEROR shall agree to participate in the ERate 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.A.1.2.4. All OFFERORS must have the Funding Year 2026 Service Provider Annual Certification Form 473 on file with USAC by September 1, 2026.

A.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.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.