

## 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. TERM DEFINITIONS:

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

- B1.2.10. "INTERNET ACCESS" shall be used to define data transport outside of the APPLICANT network. INTERNET ACCESS is not a part of this request for proposals.
- B1.2.11. "Gb", "GB", or "Gbps" shall all interchangeably refer to speed within the network. All requested speeds shall be in multiples of "Gbps" with "1 Gbps" referring to 1 Gigabit per Second or 1,000,000,000 bits per second.
- B1.2.12. "IRU" shall be defined as an Indefeasible Right-of-Use contract and shall be used in reference to long-term contracts with regard to Lease-Dark Fiber.
- B1.2.13. "FIBER" Any reference to "fiber" relative to special construction specifications herein should be understood to be a general industry-accepted reference and not an indication of preference for fiber by the APPLICANT.
- B1.3. APPLICANT is requesting dedicated, symmetrical data transport bandwidth options as defined within the individual scope sections found in this section **(Section B)**.
- B1.4. APPLICANT SITES requiring service are listed within **(Section F)**. A diagram of existing data transport connections is provided in **(Section F)**.
- B1.5. 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.
- B1.6. 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.
- B1.7. An OFFEROR must submit pricing to serve ALL locations for each service offering.
- B1.8. APPLICANT requires dedicated CONNECTIONS with SLAs see this section **(Section B)** guaranteeing performance between SITES.
- B1.9. OFFEROR shall provide pricing as specified within **(Section D)**.
- B1.10. All SOLUTION proposals will be evaluated based upon the same criterion found in **(Section D)**.
- B1.11. **Internet Access is not part of this bid and shall not be included in any response.** All of the locations listed in this RFP shall have Internet Access provided through the Michigan Statewide Educational Network (MiSEN).

- B1.12. 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 **2025 USF Eligible Services List** located on the USAC website (<http://www.usac.org/sl/>) for guidance. (Note: It is the OFFEROR'S responsibility to check for updates and corrections prior to submitting bids/quotations.)

## **B2. STANDALONE DATA TRANSMISSION SERVICE**

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

## **B3. LEASED DARK FIBER**

- B3.1. APPLICANT is requesting a minimum of **two (2) strands, (one (1) pair)**, of fiber optic cable from the designated HUB SITE to each CONNECTION SITE providing a complete CONNECTION by way of OFFEROR'S NETWORK.
- B3.2. Leased Dark Fiber Solutions shall include NETWORK maintenance as part of the MRC subject to the following terms and must also adhere to the terms in 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.
- B3.7. Bids are required to include all services and components necessary to light and make the service operational. OFFEROR may offer services either themselves or through 3rd party subcontractors. If OFFEROR intends to use 3rd party subcontractors to deliver a part or all of the service, this should be clearly indicated in the response in accordance to (**Section A**).

## **B4. LEASED LIT FIBER**

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

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

## **B5. SERVICES PROVIDED OVER THIRD-PARTY NETWORKS**

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

## **B6. SELF-PROVISIONED SOLUTION**

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

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

- B6.5. OFFEROR and its SUB-OFFERORS will provide all project management to accomplish the installation of all project work as outlined in **(SECTION A & SECTION C)**.
- B6.6. OFFEROR is responsible for all necessary paperwork and obtaining all permits including but not limited to rights of way, easements, and pole attachments.
- B6.7. Fiber Optic Data Transport Solution Proposal Requirements
  - B6.7.1. APPLICANT requires **twelve (12) strands (6 pairs)** of fiber-optic cable along each connection route.
  - B6.7.2. APPLICANT intends to **light two (2) strands (1 pair)** to each site in the first year.
  - B6.7.3. Special Construction costs must be identified separately from other NRCs.
  - B6.7.4. Technical Specifications for a newly constructed fiber infrastructure are contained in **(SECTION C)**.

## **B7. NETWORK DESIGN AND CONSTRUCTION**

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

## **B8. SPECIAL CONSTRUCTION AND NRC**

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

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

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

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

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

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

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

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

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

## **B9. FIBER/NETWORK MAINTENANCE**

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

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

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

B9.4. Upon notification from the APPLICANT of a malfunction relating to the applicable fiber, OFFEROR shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

- B9.5. For Self-Provisioned Networks utilizing a Fiber-Optic Network and Leased Lit Fiber solutions, OFFEROR shall include the first year of Fiber maintenance as part of their proposal with maintenance service to commence once APPLICANT certifies acceptance and takes ownership of a CONNECTION.
- B9.6. OFFEROR should include an overview of maintenance practices including:
- B9.6.1. Semi-Annual maintenance and inspection, including annual tree trimming around any potential obstructions.
  - B9.6.2. Scheduled maintenance windows and scheduling practices for planned outages.
  - B9.6.3. Marker, splice enclosure, hand hole, and pole tag inspection, repair, and replacement.
  - B9.6.4. Handling of unscheduled outages and Applicant problem reports.
  - B9.6.5. The service level agreement that is included and what alternative service levels may be available at an additional cost.
  - B9.6.6. The agreements that are in place with applicable utilities and utility contractors for emergency restoration.
  - B9.6.7. Repair of fiber breaks and mean time to repair.
  - B9.6.8. Replacement of damaged fiber and fiber that no longer meets specifications.
  - B9.6.9. Post-repair testing.
  - B9.6.10. Policies for Applicant notification regarding maintenance.
  - B9.6.11. Process for changing procedures, including Applicant notification practices.
  - B9.6.12. Process for moves, adds, and changes.
  - B9.6.13. Process for responding to MISSDIG locate requests.
  - B9.6.14. Process for responding to and resolving NJUNS tickets.
- B9.7. For all proposals, all pole rental costs shall be the responsibility of the OFFEROR.
- B9.8. APPLICANT requires ongoing maintenance of the fiber for any self-provisioned and leased dark fiber solutions.



## **B10. SLA REQUIREMENTS**

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

<b>Length of Service Outage</b>	<b>Credit is the following percentage of MRC</b>
Less than 2 hours	No Credit
Two (2) hours to four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%

Greater than eight (8) hours and less than twelve(12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

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

**B11. CATEGORY 1 NETWORK EQUIPMENT [OPTIONAL]**

- B11.1.1. APPLICANT requires network equipment to place circuits into service at a minimum of 10Gbps at all SITES once the Leased Dark Fiber, Dark Fiber IRU, or self-provisioned network is available.
- B11.1.2. For Technical Requirements of Category 1 Network Equipment please see (**Section C**).
- B11.1.3. OFFEROR shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their response, and that it has the certification/specialization level required by Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.

- B11.1.4. OFFEROR shall warrant that the products are new, unopened, and in their original box. The equipment shall not be within three (3) years of End-of-Sale or End-of-Support. All network electronics must be fully supported by the manufacturer and have the ability to have support and maintenance contracts from the original manufacturer.
- B11.1.5. OFFEROR shall provide APPLICANT with a copy of the End User license agreement, and shall warrant that all Manufacturer Software, Operating Systems and Licenses are licensed originally to APPLICANT as the original licensee authorized to use the Manufacturer Software and Operating Systems.
- B11.1.6. In the event there are questions pertaining to the validity of the products, the APPLICANT reserves the right to verify the origin of the products directly with the Manufacturer. In the event the Products have been acquired from unauthorized channels, the APPLICANT further reserves the right to reject the OFFEROR'S bid and/or return the products for a full refund.

## **B12. TIMELINE**

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

## **B13. TERMINATION POINT**

- B13.1. A SOLUTION shall terminate service and/or applicable infrastructure at the SITE locations specified in (**SECTION F**) and in accordance with the Technical Specifications (**SECTION C**) for the proposed solution.
- B13.2. SOLUTIONS shall terminate at the Demarcation point. SOLUTIONS that deliver

service to the property line but not to the demarcation point are not acceptable.

- B13.3. OFFEROR shall specify specific demarcation requirements within their response. Details shall include details such as rack space requirements, delivery hand-off, power requirements, room requirements, etc.

#### **B14. ACCEPTANCE PACKAGE**

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

#### **B15. NETWORK DIAGRAM**

- B15.1. For each response, OFFEROR must include a network diagram displaying the paths to be used to serve each SITE.
- B15.2. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between HUB SITE and each CONNECTION SITE.
- B15.3. Diagram documents format should be delivered in editable formats using standard KML/KMZ or ArcGIS file formats and PDF format.

#### **B16. COMMUNICATION & REPORTING REQUIREMENTS**

- B16.1. OFFEROR shall supply usage, uptime, and reliability statistics on both a real-time and historical basis. Reports shall reflect peak utilization, buffer utilization, re-tries, and rate of error on a real-time basis on APPLICANT segments to the APPLICANT HUB SITE. All reports must be available electronically (HTTP, SNMP, or read-only SMTP). Additionally, OFFEROR shall create an annual report on June 30th detailing uptime for each CONNECTION as well as a consolidated overall report.
- B16.2. OFFEROR shall supply an actionable plan detailing the frequency, process, timeliness, and procedure of firmware, software, and generic program updates for all active devices used in the SOLUTION.
- B16.3. OFFEROR shall include orientation training and provide full, detailed explanations of how the SOLUTION works, various functions of the SOLUTION, and how APPLICANT SITES connect to the SOLUTION in a seminar presentation including documentation for APPLICANT personnel.
- B16.4. If applicable, OFFEROR shall include a detailed implementation project plan that meets APPLICANT required timelines.
- B16.5. OFFEROR shall include, at a minimum, bi-annual meetings between OFFEROR technicians and APPLICANT technicians to discuss any issues and resolutions.

- B16.6. The OFFEROR shall provide detailed and comprehensive billing with itemized monthly recurring and non-recurring charges for each SITE.
- B16.7. OFFEROR shall provide detailed, comprehensive, and itemized Custom Service Records by SITE.
- B16.8. APPLICANT requires online access for both billing and Customer Service related issues.