

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of

Texas Carriers' Petition to Prohibit Use of E-rate  
Funds to Build Fiber Networks

RM-11841

Schools and Libraries Universal Service Support  
Mechanism

CC Docket No. 02-6

Modernizing the E-rate Program for Schools and  
Libraries

WC Docket No. 13-184

**COMMENTS OF THE  
CONSORTIUM FOR SCHOOL NETWORKING (CoSN)  
SCHOOLS, HEALTH & LIBRARIES BROADBAND (SHLB) COALITION  
TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS (TASA)  
TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB)  
TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS (TASBO)  
TEXAS COMPUTER EDUCATION ASSOCIATION (TCEA)  
TEXAS K-12 CTO COUNCIL, *ET AL.***

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July 1, 2019

**Table of Contents**

**SUMMARY..... 2**

**DISCUSSION.....4**

**A. The Texas Carriers’ Petition Fails to Comply with the Commission’s Rules Regarding Rulemaking Petitions and Should Be Dismissed.....4**

**B. The RFP Information Provided by the Texas Carriers Is Unreliable and Does Not Support the Proposed Rulemaking .....6**

**C. The Current Competitive Process for Fiber Special Construction is Working.....7**

**D. The Texas Carriers’ Proposed Solution Is Unnecessary and Unworkable.....9**

**E. The Commission and USAC Can Take Steps Other Than a Rulemaking Proceeding to Enhance the Competitiveness of the Marketplace. ....13**

**CONCLUSION.....14**

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The Consortium for School Networking (CoSN), the Schools, Health & Libraries Broadband Coalition (“SHLB Coalition” or “SHLB”),<sup>1</sup> the Texas Association of School Administrators (“TASA”), the Texas Association of School Boards (“TASB”), the Texas Association of School Business Officials (“TASBO”), the Texas Computer Education Association

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<sup>1</sup> The SHLB Coalition is a broad-based coalition of organizations that share the goal of promoting open, affordable, high-quality broadband for anchor institutions and their communities. SHLB Coalition members include representatives of schools, libraries, health care providers and networks, state broadband offices, private sector companies, state and national research and education networks, and consumer organizations. See <http://shlb.org/about/coalition-members> for a current list of SHLB Coalition members.

Alaska Communications, although a member of the SHLB Coalition, does not support these comments.

(“TCEA”), the Texas K-12 CTO Council, E-Rate Central, Educational Professional Services, VST Services, CSM Consulting, Inc., the Pacific Northwest Gigapop, and the Utah Education and Telehealth Network (collectively referred to as the “Preserving E-rate Competition Parties”) hereby submit these Comments in response to the Public Notice<sup>2</sup> inviting comments on the Petition<sup>3</sup> filed by three Texas incumbent local exchange carriers (“Texas Carriers”) to amend the rules for the E-rate Program to prohibit the use of E-rate funds to build certain fiber networks.

### **Summary**

The Preserving E-rate Competition Parties firmly oppose the Texas Carriers’ request for a rulemaking and the specific rule changes they propose. If granted, the Texas Carriers’ proposals would increase schools’ and libraries’ costs of obtaining broadband connections and would unnecessarily increase the size of the Universal Service Fund (USF). Furthermore, the proposed rule changes would serve as a barrier to competition and could equate to the Federal Communication Commission (FCC) picking winners and losers by insulating existing providers from competitive market forces. The FCC considered and rejected these very same requests in 2014 and there is even more reason to reject these anti-competitive provisions today.

The fiber deployment rules adopted by the Commission in 2014<sup>4</sup> have been working well. More than ever, schools and libraries have been able to obtain high-capacity fiber connections.

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<sup>2</sup> See, Public Notice, issued May 30, 2019, DA 19-493, available at <https://www.fcc.gov/document/wcb-seeks-comment-texas-carriers-e-rate-petition>.

<sup>3</sup> The Texas Carriers’ Petition for Rulemaking (hereinafter referred to as “Texas Carriers’ Petition”) is available at <https://ecfsapi.fcc.gov/file/10522043215849/Petition%20for%20Rulemaking%20Part%2054%205.22.pdf>.

<sup>4</sup> See Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Second Report and Order and Order on Reconsideration, 29 FCC Rcd 15538 (2014) (*Second E-rate Modernization Order*).

Indeed, in contrast to some fears previously expressed that funding fiber deployment would “blow up the E-rate fund,” the exact opposite has happened. Demand for E-rate funding has declined, in part, because of the cost efficiencies of maintaining and operating fiber networks compared to legacy networks.

We understand the concern that the Texas Carriers express regarding locations that may already have fiber serving a school or library and that the E-rate Program may, in some limited circumstances, provide support to deploy a second fiber cable to that same location. But that is not a reason to give any provider a preference in the competitive bidding process. If an existing provider already has fiber serving a school or library and is worried about a new entrant, then the answer is for the existing provider to participate in the competitive bidding process and offer a cost-effective solution. The Texas Carriers, however, chose not to participate in the process. Even when existing providers do participate, however, they often propose to charge much higher rates than the new entrant, sometimes 3 to 10 times higher than the market rates, even where it already has fiber. Under such circumstances, it would be anti-competitive, wasteful, inefficient, a violation of the competitive bid rules, and contrary to sound public policy to force schools and libraries to give a preference to a higher-cost provider.

Moreover, granting the existing provider a right to challenge the award of an E-rate contract after the procurement process is already completed, as the Texas Carriers request, would also violate the most basic tenets and requirements of an open competitive procurement process under federal, state and local procurement rules. For this and many other reasons, the Commission should flatly reject this attempt to undermine the pro-competitive policies established by Congress in the Telecommunications Act of 1996 and the effort to modernize the

Universal Service Fund to promote broadband deployment and use in the 21<sup>st</sup> Century.<sup>5</sup> Rather than opening the rulemaking requested by the Texas Carriers, the Commission should direct its attention toward other issues affecting the effectiveness of the E-rate program, such as improving the processing of E-rate applications.

### Discussion

#### **A. The Texas Carriers' Petition Fails to Comply with the Commission's Rules Regarding Rulemaking Petitions and Should Be Dismissed.**

The Texas Carriers submitted their Petition for Rulemaking pursuant to section 1.401 of the Commission's rules (47 C.F.R. Section 1.401). Section 1.401 requires petitions for rulemaking to set forth the factual basis for the relief being sought. The Texas Carriers, however, provided no such evidence.

Section 1.401(c) states "The petition shall set forth the text or substance of the proposed rule, amendment, or rule to be repealed, **together with all facts, views, arguments and data**

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<sup>55</sup> In fact, the Texas Carriers' effort to seek regulatory protection from competition also raises a question about whether these carriers deserve to continue receiving high-cost support through the USF. The purpose of the high-cost fund is to make service affordable for consumers who live in high-cost areas. But if recipients of these funds are maintaining above market prices and consumers are not obtaining the lower prices that are the goal of the program, then perhaps the Commission should reconsider whether its provision of high-cost funds to certain carriers is cost-effective. USAC data supports that each provider received greater than \$4M in funding in 2018. This is particularly significant, because the Texas Carriers appear to be flouting the Commission's rule that require any high cost recipient of federal USF funding to submit a bid in response to an E-rate Form 470/RFP covering its service territory. Clearly, by their own admission, the Texas Carriers chose not to bid, thereby raising the question as to whether the FCC should investigate if the Texas Carriers violated the *Second E-rate Modernization Order* and should be required to return their high-cost support. *Second E-rate Modernization Order* at Para. 66 (stating that "[u]nder the obligation we establish here, high-cost recipients will be obligated to bid on category one telecommunications and Internet access services in response to the posting of an FCC Form 470 requesting such services for eligible schools and libraries located in the areas where the carrier is receiving high-cost support.")

**deemed to support the action requested**, and shall indicate how the interests of petitioner will be affected.” [emphasis added] The Texas Carriers have not submitted “all facts . . . and data” to support the action requested; in fact, they did not provide any facts at all. They failed to provide evidence of E-rate bidding examples from across the country that would support the nationwide rule changes they are seeking. They even failed to identify or provide information about the specific Requests for Proposal in Texas that they allege did not provide them the opportunity to participate in the bidding process.

It should be abundantly clear to this Commission that the reason that they did not provide the facts is because the facts are not on their side. The Texas Carriers allege as follows:

Because the regions include hundreds of schools and cover thousands of square miles, only select, large service providers have been able to respond to the RFPs. Smaller providers that are already serving individual schools within the region, via their USF-supported fiber networks, were unable to respond to the RFPs due to the sheer size of the requested WANs.<sup>6</sup>

As an initial matter, the Texas Carriers fail to identify any specific RFP. The Texas Carriers reference “three cases” where E-rate applicants allegedly sought funding but fail to identify the “three cases” with any specificity. As a result, the Texas Carriers have not met their burden to support their allegations and, as such, their Petition must be dismissed.

Moreover, the Texas Carriers fail to identify what networks the high-cost funds have subsidized and whether those funds were, in fact, used to deploy fiber to the specific schools in question. The Texas Carriers fail to support their assertions with any data or facts that could help the Commission or commenters understand what exactly the Texas Carriers are alleging. The Petition should thus be dismissed for failing to meet the Commission’s basic filing requirements.

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<sup>6</sup> See Texas Carrier’s Petition at 2.

**B. The RFP Information Provided by the Texas Carriers Is Unreliable and Does Not Support the Proposed Rulemaking**

The Texas Carriers' complaint that they "were unable to respond to the RFPs due to the sheer size of the requested WANs" is not borne out by the underlying facts.<sup>7</sup> Contrary to the Texas Carriers' unsupported assertions, it is our understanding that the applicants in Texas that the Texas Carriers may be referring to—like all E-rate applicants—would have welcomed additional bids and did not limit the bids to those carriers that could serve every consortia member. For example, one such RFP, which may be one that the Texas Carriers are referring to, states not once but twice that it would consider awarding bids to multiple vendors serving portions of the project:

This contract may be awarded to a single vendor **or multiple vendors** as determined to provide the best value to the ESC Region 10 Consortium. ESC Region 10 Consortium reserves the right to negotiate with **any or all respondents** and **accept or reject any and/or all proposals**, to waive any formalities and/or irregularities and to award in the best interest of the Consortium [emphasis added].<sup>8</sup>

Furthermore, this RFP requested pricing information on a school-by-school basis (not an aggregated cost amount), which is further evidence that the Texas Carriers could have submitted bids for the specific schools in their service territory. Not only did the Texas Carriers fail to submit a bid, they did not even attend the Pre-Bid Conference on February 5, 2018, that could have provided them the information about how to bid for a portion of the consortium contract.<sup>9</sup>

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<sup>7</sup> *Id.*

<sup>8</sup> Attachment 1, ESC Region 10 RFP at pp. 3-4, Section 2.k.

<sup>9</sup> Attachment 2, ESC Region 10 Pre-Bid Attendance Sheet



Rather than petitioning the Commission to adopt rules that would give them a preferential bidding position, the Texas Carriers could have:

- bid using existing facilities and facilities they would install;
- bid by using existing facilities and facilities they leased from other carriers/fiber providers;
- joined with other carriers to submit a joint proposal; or
- submitted a bid for only certain locations.

These options are standard operating practice for many providers—both incumbents and competitive providers. It does not appear that they chose any of these options. In short, the Texas Carriers should not be entitled to change the FCC E-rate competitive bidding rules for the whole country because they chose not to compete for the business when they had the opportunity to do so.

### **C. The Current Competitive Process for Fiber Special Construction is Working**

In the *Second E-rate Modernization Order*, the FCC adopted significant reforms to the E-rate competitive bidding process and provided additional financing options to promote fiber build-out, especially to rural schools and libraries.<sup>10</sup> These policies are largely working. Education SuperHighway reports that 98% of schools now have the fiber connectivity they need to meet current and future connectivity needs.<sup>11</sup> According to its annual survey of E-rate applicants, Funds for Learning reports a significant improvement in the dependability of the E-rate program funding over the past few years. Most specifically, applicants who responded to the FFL survey found that

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<sup>10</sup> *Second E-rate Modernization Order*, Paras. 9-76.

<sup>11</sup> See Education Superhighway's "State of the States 2018" report, available at <https://s3-us-west-1.amazonaws.com/esh-sots-pdfs/2018%20State%20of%20the%20States.pdf>.

the option to engage in self-provisioning provided significantly lower prices to E-rate applicants.

According to FFL:

26% of applicants reported a lower price per megabit because they have the option to consider a self-provisioned network. This is remarkable given the fact that in funding year 2019 there were only 309 applicants, or 1.4% of the total applicant pool, that submitted funding requests for a self-provisioned network. We explained that the mere potential for an applicant to pursue a self-provisioned network was, itself, a driving force in lowering the price per megabit paid for services. We also expressed our belief that removing self-provisioned networks from the eligible services list, or in any way limiting their availability to applicants, would have the opposite effect. Because self-provisioned networks have lowered prices for applicants, it stands to reason that curbing the option would have the opposite effect and would increase prices.<sup>12</sup>

The Texas Carriers allege that it is wasteful for the government to subsidize two different networks in the same region. While this argument might initially have some “ivory tower” appeal, it falls apart when looking at actual practice. There are many reasons why a new fiber connection could benefit the school/library and the USF, and schools and libraries should be and are entitled to take these factors into account when evaluating the cost effectiveness of a proposed solution.

Several examples follow:

- The school or library may need broadband that is different in quality than the existing provider offers.
- Pre-existing fiber facilities may be old or may be located in conduit that is susceptible to physical cuts or at risk of flooding.
- A new provider may be able to offer greater security, or greater reliability against network outages.
- A new provider may propose to connect its fiber to different network access points that could provide a superior level of service than an existing provider.

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<sup>12</sup> FFL Report, pp. 4-5.

- The price offered by the new provider may be substantially lower than the price offered by the existing provider.

The Texas Carriers allege that “overbuilding” is “not only wasteful and an inefficient use of governmental program funds, but it also reduces the pool of funds available to rural schools and libraries that actually need [a] fiber broadband connection.”<sup>13</sup> (Texas Carriers’ Petition, p. 3). This statement is non-sensical and reflects a significant lack of understanding of the E-rate program. As referenced above, through the competitive bidding process applicants often find it is less expensive to select another fiber provider than to choose the existing provider. Under such circumstances it would be wasteful and inefficient to select the higher-cost existing provider.<sup>14</sup>

Finally, it is worth noting that the Commission’s E-rate fiber rules *already* require the applicants to consider lit fiber solutions whenever they seek dark fiber or self-provisioned networks. The explicit requirement to solicit bids on lit fiber solutions (dark fiber or self-provisioned networks are not entitled to the same benefit) already gives existing providers a fair opportunity in the competitive bidding process.

#### **D. The Texas Carriers’ Proposed Solution Is Unnecessary and Unworkable.**

The Texas Carriers propose “rules that would prohibit the use of universal service funds for special construction of fiber networks that overbuild existing fiber networks.” To determine whether fiber already exists, they suggest a “public challenge process” to require an E-rate applicant (including consortia) that is seeking funding for special construction to confirm that no existing fiber facilities exist. E-rate applicants would post their proposed special construction

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<sup>13</sup> See Texas Carrier’s Petition at 4.

<sup>14</sup> Furthermore, providing funding to one provider only reduces “the pool of funds available” if funding is limited (i.e. if demand for E-rate funding exceeds the cap). But as long as demand is below the cap, one provider’s E-rate application has no impact on other E-rate applicants.

projects on the USAC website for 60 days to allow existing provider(s) to demonstrate that its existing network is capable of connecting the school or library via fiber. If fiber already exists, the special construction project cannot go forward “unless the existing fiber owner is unwilling to negotiate in good faith to lease that fiber at reasonable market-based prices.”<sup>15</sup> E-rate applicants would post their 471 forms identifying the schools to be served and a map depicting the proposed fiber lines, after which parties would have 60 days to demonstrate that they already have fiber in “the applicable locations.” Then, there would be an additional 120-day period for the proposed service provider and the owner of the existing fiber to negotiate in good faith to enter a fiber lease agreement.<sup>16</sup>

The Texas Carriers’ proposed rules would completely undermine the competitive bidding process. They would give existing providers a privileged position by awarding them a “second bite of the apple” after a school or library applicant has already conducted an evaluation of the bidders, chosen the winning bidder, and perhaps already entered into a contract for service. Any existing provider has the opportunity to participate in the competitive bidding process when the Form 470 is posted. But the proposed process would encourage existing providers<sup>17</sup> to sit out the competitive bidding process, wait to see who was selected, and then launch a challenge and negotiation process to undo the results of the competitive bid.

Furthermore, the Texas Carriers’ proposed process would add significant delay to the deployment of needed broadband facilities and add significant confusion to applicants that are seeking to improve the broadband capability for their schools, libraries, students, teachers and

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<sup>15</sup> See Texas Carrier’s Petition at 4.

<sup>16</sup> *Id.* at 5.

<sup>17</sup> It is likely that multiple providers in any given area have existing fiber facilities.

library patrons. This delay of approximately six months is particularly worrisome for schools and libraries in northern climates that may have a shorter window of time during the summer to deploy facilities – these applicants may be delayed for more than one year if they have to wait until the following summer to dig the trenches necessary for the special construction project. This delay will harm students and library patrons—the ultimate beneficiaries of the E-rate program. Every year of delay adversely affects every student’s or library patron’s access to the 21<sup>st</sup> Century tools they need to succeed academically, professionally and personally.

The proposed rules would also reduce the analysis to a single factor – whether fiber is or is not present at that location. As pointed out earlier, determining the best provider is a multi-faceted, quantitative and qualitative analysis. According to the Commission’s rules, while price must be the most significant factor, it is not the only factor used in determining the most cost-effective solution. For example, applicants are allowed to consider additional criteria such as the quality of the fiber connection, interconnection points, security and reliability, and route.

Stated differently, even if the Texas Carriers have existing fiber to a school or library, it may not be any good. The fiber may be old and have a history of service interruptions. The fiber may not have enough fiber strands or capacity to serve the current needs of the school or library. It may be leased out to other users. It may not be maintained adequately. It may not connect the school or library to the preferred network aggregation point. These are all questions that could be explored during the competitive bidding process. There is no reason to construct a nationwide rule that existing fiber by existing providers are automatically entitled to a privileged position to circumvent the competitive bidding process when there are so many open questions about the quality and reliability of that existing fiber. The Texas Carriers are seeking to bypass these

questions by simplistically focusing only on the existence of a fiber facility, whether or not it actually meets the schools' or libraries' needs.<sup>18</sup>

Furthermore, the proposal to implement a good faith negotiation period could be fraught with confusion and delay. If the parties fail to reach agreement (as would often be the case, because the district has already chosen the most cost-effective provider through the competitive bidding process), then the Commission and USAC would be required to determine whether or not the negotiations were made in good faith. Both parties are likely to disagree, and the Commission and USAC would likely be drawn into another difficult round of third-party dispute resolution that would take time and staff resources that could be better spent on reviewing E-rate applications. Lastly, it remains unclear and questionable as to whether USAC has the technical know-how and expertise to evaluate the questions that may arise concerning interconnection, rate levels, terms of service, and other service provisioning details.

It is telling that the Texas Carriers include the statement that:

Overbuilding an existing USF-supported fiber network is likely not the most cost-efficient method to acquire service. However, in establishing the current rules, the Commission likely did not contemplate that there would only be a few bids in the RFP process or that those few bids may require overbuilding of existing fiber networks. (p. 3)

It is clear from the inclusion of the word “likely” in two places that the Texas Carriers are asking the Commission to pre-judge what is the most cost-efficient process. That is not how a competitive

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<sup>18</sup> It is also significant that the Texas Carriers' propose that E-rate support should not be used for any construction of facilities if existing fiber is “in the area.” The existence of fiber in the neighborhood is irrelevant if a school or library needs fiber directly to its premises. The expansive relief requested by the Texas Carriers to prohibit E-rate funding for fiber “in any area’ where they already have fiber (even if they do not have fiber running to the school or library building) highlights to an even greater extent that the real intent of the Texas Carriers is to lock in their incumbency and lock out any competition. This is not how the competitive marketplace is supposed to work.

marketplace works. The government is not supposed to determine which provider is most “likely” to provide the most cost-effective service, which is precisely why E-rate applicants are required to conduct a competitive bid process. The solution proposed by the Texas Carriers would have the Commission return to the days where the government decides instead of the marketplace. This would be inconsistent with virtually every other area of broadband law and policy.

**E. The Commission and USAC Can Take Steps Other Than a Rulemaking Proceeding to Enhance the Competitiveness of the Marketplace.**

If the Commission is interested in improving the E-rate process (and we believe it is), there are many other steps it could take rather than initiating the rulemaking proceeding suggested by the Texas Carriers. The Commission could encourage large consortia applicants to post their Form 470 request for services for longer than the minimum 28 days in order to make it easier for service providers to bid on these projects. (This could be done administratively without the need for a rulemaking.) The Commission could fix the ongoing problem with the E-rate Form 470 drop-down menu, which continues to bedevil applicants and once again puts many applicants and service providers at risk of denial over this unfortunate technicality. The Commission could clarify the problem of the transition of services and the operation of the gift rule regarding the trial of services and equipment. The Commission could also investigate whether recipients of federal high-cost support are complying with their obligations to submit bids in response to E-rate Form 470/RFPs under the *Second E-Modernization Order*. All of these clarifications could benefit existing and competitive service providers and applicants and lead to a stronger and more efficient E-rate program.

## Conclusion

The Preserving E-rate Competition Parties believe that the Texas Carriers' Petition does not provide sufficient facts or data to support its argument for changes that would give an anticompetitive preference to certain providers over others, especially because the Texas Carriers could have participated in the competitive bidding process, but chose not to do so. In addition, the changes to the rules that the Texas Carriers propose are unnecessary because the rules to promote fiber deployment to schools and libraries are working well. Most significantly, their Petition completely undermines the competitive bid process by giving a preference to existing providers even when they offer higher costs and lower quality services. For these reasons, we urge the Commission to dismiss and/or deny the Petition for Rulemaking filed by the Texas Carriers.

Respectfully submitted,



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January 24, 2018

Please respond to the following not later than 2:00 P.M., March 15, 2018

PROPOSAL RESPONSE to be marked No. 2018-07

Proposal On: Leased Lit & Dark Fiber Services

Page 1 of 71

PRICE - F.O.B. - Destination

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Education Service Center Region 10 dba Region 10 Fiber Network Consortium (ESC Region 10 Consortium, ESC-10 or ESC Region 10) is evaluating and considering partnering with a company to provide Leased Lit and Dark Fiber Services. Therefore, ESC-10 is requesting information on Leased Lit & Dark Fiber Services -- **#RFP-2018-07**, as per the attached specifications, terms and conditions. Responses will be accepted by Education Service Center, Region 10 until 2:00 p.m. local time, March 15, 2018.

**Faxed responses will not be considered.** By submitting a response, Responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to established deadline at the address listed in the box below. Responses must be plainly marked on outside of envelope:

Sue Hayes	<b>#RFP-2018-07</b>	
Chief Financial Officer		Leased Lit & Dark Fiber Services
Education Service Center, Region 10		
400 E Spring Valley Rd.		<b>Response Deadline 2:00 P.M.</b>
Richardson, TX 75083-1300		<b>March 15, 2018</b>

Responses must be submitted on the forms provided or response may be rejected. Only responses received by the date and time specified will be considered. **PRICE, QUALITY, AND SUITABILITY:** It is not the policy of Education Service Center, Region 10 to purchase services on the basis of low price alone, quality and suitability to purpose are taken into consideration. When providing cost data, please quote lowest possible net price after all trade discounts have been deducted. Term discount, if any, must be indicated on **Deviation Statement & Signature Page** and **will be considered**.

Vendors who do not respond are requested to submit a "no response on information request" to Education Service Center, Region 10, Purchasing Department, in writing if they wish to receive future requests. Failure to do so may result in their being deleted from our vendor list. Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

Company \_\_\_\_\_

## Table of Contents

<b>1.0</b>	<b>SCOPE OF SERVICES</b> .....	<b>3</b>
<b>2.0</b>	<b>SPECIAL CONDITIONS</b> .....	<b>4</b>
<b>3.0</b>	<b>GENERAL TERMS</b> .....	<b>4</b>
<b>4.0</b>	<b>CONTACT</b> .....	<b>6</b>
<b>5.0</b>	<b>REFERENCES</b> .....	<b>6</b>
<b>6.0</b>	<b>REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS</b> .....	<b>7</b>
<b>7.0</b>	<b>CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS</b> .....	<b>7</b>
<b>8.0</b>	<b>EVALUATION AND AWARD OF CONTRACT</b> .....	<b>7</b>
<b>9.0</b>	<b>ACKNOWLEDGEMENT OF ADDENDA:</b> .....	<b>9</b>
<b>10.0</b>	<b>PROPOSAL</b> .....	<b>9</b>
<b>11.0</b>	<b>RESIDENT CERTIFICATION:</b> .....	<b>58</b>
<b>12.0</b>	<b>UNFAIR BUSINESS PRACTICE</b> .....	<b>58</b>
<b>13.0</b>	<b>CERTIFICATE OF INTERESTED PARTIES – FORM 1295</b> .....	<b>59</b>
<b>14.0</b>	<b>SIGNATURE PAGE, DEVIATION OR COMPLIANCE NOTATION &amp; FELONY NOTIFICATION</b> .....	<b>61</b>
<b>15.0</b>	<b>NOTICE OF NO RESPONSE TO REQUEST</b> .....	<b>63</b>
<b>16.0</b>	<b>PROPOSER/VENDOR CERTIFICATION FORMS</b> .....	<b>64</b>
<b>17.0</b>	<b>HOUSE BILL 89 AND SENATE BILL 252 VERIFICATION</b> .....	<b>69</b>
<b>18.0</b>	<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> .....	<b>70</b>

Company \_\_\_\_\_

## 1.0 SCOPE OF SERVICES

The intention of this Request for Proposal (RFP) is to solicit proposals for Leased Lit Fiber Service and Leased Dark Fiber Service for ESC Region 10 Fiber Consortium Members. Your proposal submission must include the required specification information, pricing structure, Certification Forms, Verifications and all required RFP documents.

**\*\*\*Failure to include this information will disqualify your response\*\*\***

The RFP timeline is as follows:

- Bid Release Date – January 24, 2018
- Pre-Bid Conference – February 5, 2018 – 2:30 P.M. Limit of 2 Representatives per Company for Pre-Bid Conference
- Last Day for Submittal of Vendor Questions – February 15, 2018
- ESC 10 Response to Vendor Questions – February 19, 2018
- RFP Due Date – March 15, 2018 at 2:00 P.M.
- RFP Evaluation – March 16, 2018 to March 21, 2018
- Contract effective dates: July 1, 2018 – June 30, 2028, plus up to Ten (10) One-year extensions, or as negotiated based upon RFP responses.

This contract may be awarded to a single vendor or multiple vendors as determined to provide the best value to the ESC Region 10 Consortium. ESC Region 10 Consortium reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the Consortium. This contract will be contingent upon the receipt of a funding commitment decision letter from the Universal Service Administrative Company.

As approved by the Federal Communications Commission in E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) - ESC Region 10 Consortium wishes to compare Leased Lit Fiber Services and Leased Dark Fiber services for the construction of the ESC Region 10 Consortium Broadband Wide Area Network (WAN). The Primary purpose of the ESC Region 10 Consortium is to provide **Competitively Priced Broadband Connectivity and Internet Access** from consortium member district network operation center(s) to the Infomart Data Centers, 1950 N. Stemmons Freeway, Suite 1000, Dallas, TX 75207. Service Implementation is planned to begin on June 1, 2019 and continue until the installation of service at all member district endpoints have been completed.

ESC Region 10 Consortium member districts have experienced significant bandwidth demand increases in the past five years. The member district's instructional plan includes use of latency sensitive applications, upload reporting requirements and significant peaks in bandwidth demand. Throttling bandwidth and operating on a congested network for member districts has been determined to be unacceptable based on the instructional plan for the ESC Region 10 Consortium member districts.

With this in mind, the ESC Region 10 Consortium is seeking options for a dedicated broadband network solution for the provision of fiber connectivity to deliver Competitively Priced Internet Access to member districts. Based upon the continued increase in Internet Access bandwidth utilization and SETDA recommendations of at least 1 Mbps of Internet Access Bandwidth per student by 2018, ESC Region 10 Consortium is requesting broadband network solutions where all fiber and routing equipment is 100% dedicated to the ESC Region 10 Consortium Network. Any proposed fiber and routing equipment for the Dark Fiber Service must be exclusive to the ESC Region 10 Consortium

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Network. The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

## 2.0 SPECIAL CONDITIONS

- a) Vendor(s) shall safeguard all information and data provided by ESC-10. Further, vendor(s) shall not sell or make available data or mailing lists compiled from data received from ESC-10 without the express written approval of ESC-10, through the Buyer, with appropriate remuneration to Region 10.
- b) ESC-10 will consider alternates but reserves the right to be the sole judge to determine which response offers the best value in meeting the needs of ESC-10.
- c) Services will be purchased as needs arise and funding allows.
- d) ESC-10 shall be sole interpreter of the terms, conditions, specifications and performance requirements contained herein.
- e) The transfer or assignment of contracts is prohibited.
- f) All delivery charges are to be included in respondent prices.
- g) COMPLIANCE WITH LAW: The respondent will be responsible for compliance with all applicable local, state, and federal laws.
- h) Significant changes or necessary items not covered in proposal may be added to this contract at the discretion of ESC-10.
- i) Specifications as written meet ESC-10's minimum standards as to the usage, materials, and contents for our needs and requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. ESC-10 will be the sole judge of specification equivalency.
- j) Vendor must provide an intellectual property agreement protecting both parties.
- k) This contract may be awarded to a single vendor or multiple vendors as determined to provide the best value to ESC REGION 10 Consortium. ESC REGION 10 reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.

## 3.0 GENERAL TERMS

- a) All contracts and agreements between vendors and Education Service Center, Region 10 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.
- b) Responders are advised that ESC-10 contracts are subject to all legal requirements provided for in the Texas Senate Bill 1, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Open Records Act, Article 6252-17a VTCS.
- c) If product and/or service provided is not satisfactory to ESC-10, agreement can be terminated at any time upon a 30-day written notice.
- d) ESC-10 reserves the right to all warranties, express and implied.
- e) All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.
- f) ESC-10 retains exclusive rights to all content and final product.
- g) Patented or copyright protected items: Vendor agrees to protect ESC-10 from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.

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- h) It is understood and agreed that Education Service Center, Region 10 reserves the right to make minor modifications to conditions of this request for information due to unforeseen circumstances.
- i) RESPONSES MUST BE MADE ON THE ENCLOSED SHEETS (or as attachments to Section 12 Requirements).
- j) TERMINATION FOR CONVENIENCE. Either party to this agreement may terminate this agreement upon 30 days written notice of such termination.
- k) TERMINATION FOR CAUSE. The District may at its option immediately terminate this agreement by giving 30 day written notice of termination to the Contractor on the occurrence of any of the following.
  - (a) The willful breach of this Agreement by the Contractor in the course of engagement, unless by the District.
  - (b) The habitual neglect by the Contractor of its duties, unless waived by the District.
- l) KICKBACKS. It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.
- m) RIGHTS TO INVENTIONS. The Contractor agrees to be compliant with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants and Contracts.
- n) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. The Contractor agrees to be compliant with the Clean Air Act and the Federal Water Pollution Control Act and their implementing regulations.
- o) ENERGY POLICY AND CONSERVATION ACT. The Contractor agrees to be compliant with the Energy Policy and Conservation Act pertaining to mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan.
- p) DEBARMENT OR SUSPENSION. The Contractor certifies that neither they nor their subcontractor is debarred or suspended from receiving federal funds.
- q) LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING (BYRD ANTI-LOBBYING AMENDMENT). The Contractor certifies that it has not and will not use any federal funds to lobby. If *non*-federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying and forward the disclosure to the next tier, who must forward it through each tier to the federal awarding agency.
- r) COPYRIGHT. All contracts paid from state or federal grants administered by TEA must retain copyright for the Texas Education Agency (TEA) and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
- s) SOLID WASTE DISPOSAL ACT AND ITS IMPLEMENTING REGULATIONS. The Contractor certifies that it is compliant with section 6002 of the Solid Waste Disposal Act and its implementing regulations. 2 CFR § 200.322.
- t) PROFIT AS A SEPARATE ELEMENT OF PRICE. For purchases using federal funds in excess of \$150,000, a Cooperative member/district may be required to negotiate profit as a separate element of the price; 2 CFR 200.323(b).
- u) EQUAL EMPLOYMENT OPPORTUNITY. 41 CFR 60-1.4(b) is hereby incorporated by reference.
- v) DAVIS-BACON ACT. For all Cooperative member prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). Vendor further agrees to that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of

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- Labor regulations (29 CFR Part 3).
- w) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5).
  - x) Compliance with Texas Government Code 2252 and 2270 – I, the vendor, am in compliance with all applicable provisions of Government Codes 2252 & 2270. This code requires vendors agree to NOT boycott Israel or do business with companies that boycott Israel. In addition vendor cannot do business with Iran, Sudan or a known terrorist organization. By submitting a response to the proposal, vendor certifies compliance with this code.
  - y) INSURANCE COVERAGE. The Contractor shall maintain at all times during the performance of the services under this contract, insurance through companies and agencies approved by Region 10 ESC, in the amounts, and containing provisions satisfactory to Region 10 ESC. The successful contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Region 10 ESC requires that contractor’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. Region 10 also reserves the right to require proof of insurance compliance related to General Liability and Workers Compensation. The Certificate of Insurance shall provide that the insurance company may not cancel or materially alter the insurance until after (30) days written notice has been received by Region 10 ESC’s representative.

TYPES OF INSURANCE COVERAGE

- 1. Workers Compensation
- 2. Commercial General Liability

LIMITS OF LIABILITY

- Statutory
- \$1,000,000 combined single limit policy aggregate
- \$500,000 combines single limit each occurrence

**4.0 CONTACT**

All questions should be submitted in writing to the following individuals via E-Mail:

General Questions      Sue Hayes, Chief Financial Officer, [sue.hayes@region10.org](mailto:sue.hayes@region10.org)  
Technical Questions      Brent Goerner, [brent.goerner@region10.org](mailto:brent.goerner@region10.org)

Questions and Answers will be answered via addendum and posted to the USAC website (EPC Portal) and the ESC Region 10 website. Vendors are responsible for checking the USAC website and the ESC Region 10 website <https://www.region10.org/bids> periodically for posted addenda.

**5.0 REFERENCES**

Each vendor must submit a list of references for whom vendor has provided like services/equipment in volumes equal to or greater than the ESC-10 estimates listed in the proposal. Educational and governmental agencies are preferred. This list may be placed in a separate envelope and labeled "PROPRIETARY" and is not subject to public view. Failure to provide references may cause proposal to be considered non-responsive.

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Company \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone number: \_\_\_\_\_

**6.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS**

ESC-10 reserves the right to accept or reject any or all responses, to waive any technicality or irregularity in response submitted, and to accept or reject any part of a response as deemed to be in the best interest of ESC-10. Responses may be withdrawn at any time prior to the final due date. Alternations made before opening time must be initialed by Respondent guaranteeing authenticity. Upon approval of ESC-10, responses may be withdrawn for obvious miscalculations or industry-wide conditions. Responses received after the time set for the opening will be declared late and may be considered ineligible for opening and consideration. Region 10 is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries may be held unopened. Respondents will be advised by mail that the proposal was late and not accepted and will be allowed to pick up the proposal package or furnish a "call tag" and have the package picked up by a courier.

**7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

ESC-10 is willing to assist any Respondent in the interpretation of request provisions or explanation of how request forms are to be completed. Assistance can be received by visiting the ESC-10, Business Office, 400 E Spring Valley Rd.; or calling 972-348-1110. If any person contemplating submitting a response to this request is in doubt as to the true meaning of the specifications, or other documents or any part thereof, he/she may submit a written request for clarification to Sue Hayes, Chief Financial Officer, 400 E Spring Valley Rd, Richardson, TX 75083 at least seven working days prior to scheduled deadline. Any interpretation of the request for information, if made, will be made only by Addendum duly issued, faxed, mailed or delivered to each person receiving a Request for Information. Region 10 will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this request must be filed in writing with the Chief Financial Officer.

**8.0 EVALUATION and AWARD OF CONTRACT**

- a) Response evaluation shall be based on, but not necessarily limited to the following factors: purchase price, ability to meet delivery requirements, quality of samples, reputation of the vendor and of the vendor's goods or services, quality of the vendor's goods or services, the extent to which the goods or services meet the needs of ESC-10, vendor's past relationship with Region 10, the impact on the ability of ESC-10 to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor's goods or services, and any other relevant factor that a private



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- business entity would consider in selecting a vendor.
- b) After responses are opened, ESC-10 will check each response for the presence or absence of required information in conformance with the submittal requirements of this response. These submittal requirements are obligatory. If the response fails to meet any requirements to the request for information specifications, such failures will be noted and documented in a formal deficiency report by the purchasing staff. ESC-10 will evaluate each response to assure consistency among the various sections within the request for information. Any items that are inconsistent or appear contradictory will be evaluated to determine if they should be classified as material deviations.
  - c) The ESC Region 10 will utilize a subjective evaluation process consisting of the following criteria:

Criteria	Possible Points
Purchase price	30
Reputation of the Vendor and of the Vendor's goods or services	12
Quality of the vendor's goods or services	10
Extent to which the goods or services meet the needs of ESC Region 10	10
Vendor's past relationship with ESC Region 10	10
Impact on the ability of ESC Region 10 to comply with the laws relating to historically underutilized businesses	1
Total long-term cost to ESC Region 10 to acquire the Vendor's goods or services	13
Vendor's principal place of business is in this state; or at least 500 employees are in this state	Yes or No
Any other relevant evaluation criteria specifically listed in the Solicitation	14

Respondents must provide separate special construction charges as defined by the Second E-rate Modernization Order. New fiber special construction charges as defined by the order include construction, design, engineering and project management for **newly constructed fiber**. The applicant requests that the respondents consider allowing ESC Region 10 to pay the non-discount share (share of special construction costs that are the responsibility of the applicant after E-Rate discounts) to be paid in four equal annual installments from Funding Year 2018 to Funding Year 2022 inclusive.

**NOTE:**

**Non-Recurring charges (NRC)** are defined as a vendor's **standard** installation charge (if applicable) for a specific site **without** a requirement for the installation of new fiber to support the site specified. If your **standard** installation charge includes the fiber from the right of way to the specific site's main distribution frame, please include this amount in the NRC Column.

**Special Construction charges (SCC)** are defined as a vendor's price to install newly construction fiber to a specific site as defined by USAC.

For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber or upgraded facilities to E-rate eligible entities. Special construction consists of three components:

1. Construction of network facilities
2. Design and engineering

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3. Project management

Special construction does not include charges for Network Equipment, i.e., modulating electronics and other equipment necessary to make a Category One service functional.

For Additional Detail, please navigate to the following web site link:

<http://usac.org/sl/applicants/beforeyoubegin/fiber.aspx>

**9.0 ACKNOWLEDGEMENT OF ADDENDA:**

The offeror acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

Addendum No.			
Date			

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum, delivered to all parties via the USAC EPC Portal and posted on the ESC Region 10 website <https://www.region10.org/bids>.

**10.0 PROPOSAL**

**The ESC Region 10 Consortium is seeking pricing for multiple fiber based WAN solutions. Respondents may bid one, two or all three specified fiber WAN solutions.**

The first option is a fully managed leased lit fiber service (10 Gbps) from the Infomart Data Centers, 1950 N. Stemmons Freeway, Suite 1000, Dallas, TX 75207 to the consortium member district Network Operations Center(s) as specified in "Table 1 Leased Lit Fiber Service." Table 1 Leased Lit Fiber Service specifies the end point address for each member district NOC.

The second option is for a leased dark fiber solution that includes the construction of any necessary fiber, fiber maintenance, and operational cost during the term of any negotiated agreement. Service Provider shall be responsible for securing any necessary right of way and associated right of way fees, and maintenance. This option request pricing for 2 strand single mode fiber optic cable including special construction cost, fiber maintenance, cable location fees, and operational cost during the term of the agreement from the Infomart Data Centers, 1950 N. Stemmons Freeway, Suite 1000, Dallas, TX 75207 or specified aggregation site to the consortium member district network operations center(s) as specified in "Table 2 Leased Dark Fiber Service." Pricing Table 2 Leased Dark Fiber Service specifies the start point address and end point address for each consortium member district NOC and/or sites.

Based on the bids received and subsequent cost effectiveness analysis, ESC Region 10 Consortium will determine if the leased lit service, leased dark fiber service, or a combination thereof is financial advantageous to all consortium member districts. The specifications related to each service option are as follows.

**Option 1/Table 1 - Leased Lit Fiber Service:**

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The ESC Region 10 Consortium must have guaranteed Leased Lit Fiber Service throughput of 10 Gbps with Service Level Agreement (SLA) guarantees. **All respondents must be eligible telecommunication providers as defined by Universal Service Support Program.** It is the Service Providers responsibility to certify they are eligible telecommunications service providers.

The Pricing Worksheet, "Table 1 Leased Lit Fiber Service" includes all districts that have committed to the installation of service dependent upon receipt of a Funding Commitment Decision Letter by USAC, vendor fiber optic cabling construction and associated delivery timelines. Due to the size and scope of this project, and the timely receipt of a Funding Commitment Decision Letter, provide a project implementation plan based upon the receipt of a FY 2018 Funding Commitment Decision Letter as "Day 1" of your proposed project implementation plan.

The pricing table includes columns for respondents to provide non-recurring charges(NRC), special construction charges(SCC), and monthly recurring charges(MRC) for 10 Gbps leased lit fiber service between the Infomart Data Centers and each respective consortium member Network Operations Center(s). Vendors should provide pricing for a minimum of a ten (10) year term initial agreement with up to ten (10) one year annual renewals after the initial term. Prices should be "all inclusive". "All inclusive" means including all **non-recurring costs (NRC)** required by the vendor to commence service, all **special construction charges(SCC)** and all **monthly recurring costs (MRC)** should be included in the requisite columns of the pricing sheets. Price Increases will not be allowed during the initial term of the agreement. Price increases for subsequent ten (10) one year annual renewals shall be allowed. The Price increase for the annual renewal(s) shall not exceed the national CPI Index for each give year.

All leased lit fiber services must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link. The network must have the ability to support multiple QoS policies and prioritization queues across each link in the WAN to reduce latency and packet loss and guarantee throughput for data, voice, and video.

For leased lit fiber services the following specifications shall apply:

- Required web portal or local monitoring of all circuits
- Must provide response time for outages
- Must provide 99.999% guaranteed uptime
- **There is no right to rate limit or throttle the capacity of the circuit at any time**
- **Symmetrical upstream and downstream bandwidth to the required levels**
- Network Latency Commitment <20 milliseconds roundtrip
- Network Jitter Commitment <5 milliseconds
- Bit-Error Rate commitment <0.25% between circuit endpoints
- **Mean Time-To-Repair for outages <4 hours**

#### **Option 2/Table 2 - Leased Dark Fiber Service**

The respondent is requested to quote a 10-year leased dark fiber service (2 strands) price for all segments as listed in Table 2 Leased Dark Fiber Service.

Table 2 Leased Dark Fiber Service includes columns for respondents to provide, special construction charges, non-recurring charges, and monthly recurring charges for 2 strand leased dark fiber service. Vendors are required to provide quotes for a minimum of 120 months for the initial term agreement with the option for ten (10) one-year annual renewal options. Prices quoted must be "all inclusive". "All inclusive" means including all **special**

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**construction cost (SCC), non-recurring costs (NRC)** required by the vendor to commence service and all **monthly recurring costs (MRC)** should be included in the requisite columns of the pricing table. Price Increases during the initial 10 year term agreement will not be allowed. Price increases for subsequent ten (10) one year annual renewals shall be allowed. The price increase for the annual renewal(s) shall not exceed the increase in the national CPI Index for each give year.

### **Leased Dark Fiber Specifications**

ESC Region 10 Consortium prefers to lease dark fiber routes that contain a homogenous fiber type throughout the segment. Vendors should provide information on the age, type and performance of fiber they are proposing to lease.

### **Dark Fiber Maintenance**

**Operations and Maintenance Practices:** ESC Region 10 Consortium will require on-going maintenance and operations of the fiber for the term of the agreement including any mutually agreed upon extensions. When pricing your leased dark fiber, **maintenance and operations cost must be included in your monthly recurring charges**. The respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices;

### **Leased Dark Fiber Maintenance Service Level agreement**

**Respondents must include the following:**

- Commitment to proactively monitor fiber 24/7/365
- In case of outage or service impacting incident, commitment to inform fiber lessee of any fiber outage or cut within 30 minutes of occurrence
- In case of outage or service impacting incident, commitment to present lessee with plan for service restoration or improvement within one hour of occurrence
- In case of outage or service impacting incident a mean time to repair of 4 hours
- Provide an escalation list with qualifications summary of each person on the escalation list
- Provision of a 24/7/365 phone number in case lessee is first to discover outage or service impacting incident
- Provision of financial or service credit penalty if this service level agreement is violated.

### **Option3/Table 3 - Vendor Recommended Solution and Pricing**

Vendors are encouraged to provide alternative solutions that meet and/or exceed the scope of this RFP. Option 3 broadband network solutions are open ended. Leased Lit Fiber Service vendors may provide a network design/pricing model that meets the bandwidth requirements of member districts that provide a cost effective

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broadband network solution. Leased Dark Fiber Service vendors may provide a network design/pricing model that meets the dark fiber requirements (2 Strand) of member districts that provide a cost effective broadband network solution based upon the vendor's existing dark fiber network. The Vendor's existing fiber network infrastructure may require the relocation of certain hub sites/aggregation points. Lease Dark Fiber Vendor must include a network diagram identifying the hub sites/aggregation points as proposed in the alternative design. All Alternative design responses will be reviewed and evaluated.

Vendors must provide pricing in a format similar to Tables 1 and 2 to allow for a financial comparative analysis. Vendors whom elect to respond to Option 3 must title the response "Table 3 - Vendor Recommended Solution Pricing".

**Table 4 – Leased Lit Fiber – Addition and Upgrade Pricing**

Leased Lit Fiber Service Vendor shall provide pricing to add a 10 Gbps to a new location during the term of the agreement. Leased Lit Fiber Service Vendor shall provide pricing to upgrade an existing 10 Gbps to 40 Gbps during the term of the initial agreement. The purpose of this pricing table is to allow for the addition of sites to the agreement that are not specifically listed with an address on the pricing table, but are included as an entity on the FCC Form 470 and/or FCC Form 471 during the initial term of the agreement and/or annual mutually agreed upon extensions of the agreement. Vendors should estimate to best of their ability either on a "per mile" basis, or utilizing a "Postal Rate", or a combination thereof in the Pricing Table.

**Table 5 – Leased Dark Fiber – Addition and Upgrade Pricing**

Leased Dark Fiber Service Vendor shall provide pricing to add Leased Dark Fiber (2 strand) Service to a new location not included in Table 1 or 2. The purpose of this pricing table is to allow for the addition of sites to the agreement that are not specifically listed with an address on the pricing table, but are included as an entity on the FCC Form 470 and/or FCC Form 471 during the initial term of the agreement and/or annual mutually agreed upon extensions of the agreement. Vendors should estimate to best of their ability either on a "per mile" basis, or utilizing a "Postal Rate", or a combination thereof in the Pricing Table.

**Table 6 - Category 1 Network Equipment to Light the Dark Fiber Solution – "Optional"**

Vendors providing a "Dark Fiber" Solution are encouraged, but not required to provide all necessary equipment, software, annual license fees, annual maintenance fee required to light the "Dark Fiber" during the initial term of contract (10 Years). Minimum requirement for the equipment is to provide a minimum of 10 Gbps of Broadband Connectivity from Infomart Data Centers to each member district as listed in Table 1. Vendor Equipment Design and pricing should be based upon Vendor's response to Table 1, Table 2 and/or Table 3 if applicable. If Vendor is responding to all Tables 1, 2 and 3, Vendor should provide a network equipment pricing table for each solution. Vendor pricing must be submitted in the format listed in **Table 6**.

**Table 7 - WAN Technical Support Pricing – "Optional"**

Broadband Service Technical Support

The ESC Region 10 also requests vendor provide a quote(s) to oversee the technical support of the WAN once the dark fiber is placed into service. ESC Region 10 prefers the quote to be provided as a Monthly Recurring Charge (MRC) and should include provision of:

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- Network monitoring on a 24x7x365 basis
- Tier 1 through tier 3 NOC services taking incoming calls regarding service degradation and/or service outage
- Creation and communication of service tickets to ESC Region 10 escalation list
- Preventive maintenance activities
- Incident response with timing standards that are in accordance to a respondent provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support

Vendor pricing must be submitted in the format listed in **Table 7**.

#### **Standard for Lit Service or IRU**

For all lit service circuits or IRU'd fiber an exact (required) scope of work listing all pertinent details, including but not limited to installation schedules, exact standards to be adhered to, identification of aerial vs. buried fiber segments, as well as detailed drawings showing fiber and equipment locations will be provided to the District by the successful vendor. This detailed scope of work will be delivered to Universal Service Administrative Company's (USAC) School and Libraries Program once all E-Rate applications are filed, and a Funding Commitment Decision Letter (FCDL) is issued to ESC Region 10 Consortium, and ESC Region 10 issues the vendor a purchase order. **(NOTE: All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number - SPIN).**

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**E-RATE PROJECT DETAILS:**

1. Service Provider must include on the pricing sheet all applicable costs necessary to fulfill the proposal, including but not limited to any taxes, surcharges, fees, installation cost, and any other costs inclusive of **“Special Construction Charges.”** Service Providers must distinguish within any pricing documents if a price is a “Non-Recurring Charge” or a **“Special Construction Charge”** as the charges are treated differently by the E-Rate Program. Service Providers whom are charging a **“Special Construction Charge”** must provide additional information within the response to the solicitation as noted on the Service Pricing Sheet(s).
2. Billing cycle will begin on the first day of the month and end on the last day of the month. Bill will be received no later than five (5) business days after the beginning of the month and will be due net 30. Service Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
3. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service Providers responding to this solicitation must be currently registered with the SLD and must provide the Service Provider Identification Number (SPIN)/FCC 498 ID as assigned by the SLD within the response to this solicitation. For more information, visit the Schools and Libraries Division Website at: [www.sl.universalservice.org](http://www.sl.universalservice.org)
4. Service Provider agrees to resolve within 60 calendar days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Service Provider shall provide the mailing address for formal billing disputes within the response. Service Provider shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, Service Provider agrees to issue a credit to Region 10. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event Service Provider does not provide the credit requested, Region 10 shall subtract said credit from the next month’s bill. Service Provider agrees and accepts that any late payment fees associated with this process shall be waived by Service Provider without demand.
5. All responses must include an attached exceptions page. Region 10 requires that each Service Provider prepare a **separate exceptions page** listing ALL exceptions to any specifications or terms and conditions within this solicitation. If your company is not listing any exceptions to the specifications or terms and conditions within this solicitation, the Service Provider is still required to submit an exceptions page and should notate it accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
6. Service Provider must provide access to customer support on a 7 x 24 x 365 basis for the entire term of the contract.
7. The Service Provider shall provide one customer representative and technical service representative to serve as Project Manager(s) during normal business hours (8:00 AM to 5:00 PM) during the first five days of Service operation to provide such assistance to Region 10 as may be required. The customer representative and technical service representative will be on call and immediately available for the remainder of the first month of operation. The cost shall be included within the pricing sheet.

Company \_\_\_\_\_

**QUESTIONNAIRE:**

1. Provide a list of customer service support telephone number(s).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Provide the wireless telephone numbers for the first line service support supervisor and second line service support supervisor.  
1<sup>st</sup> Line: \_\_\_\_\_  
2<sup>nd</sup> Line: \_\_\_\_\_
3. Who will be the contract administrator/point of contact for Service Provider?  
\_\_\_\_\_
4. In a separate sheet, provide a list or organizational chart of your local support management and sales team.
5. In a separate sheet, provide a high level implementation plan to include time in weeks from notice to proceed to completion. Cutover to the proposed system shall be no later than June 1, 2019, or 150 days after receipt of the USAC Funding Commitment Decision Letter, whichever event occurs later. Notice to Proceed is assumed to be issued by January 21<sup>st</sup>, 2019.
6. Specify and explain your regular maintenance routines for the proposed service.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Specify and explain your Standard Policies for any Moves, Adds or Changes due to non-repair service, e.g., new road construction, pole repair, etc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Provide a Physical Diagram of your proposed service offering in "kmz" format.
9. In a separate sheet, provide a Logical Diagram of your proposed service offering.
10. In a separate sheet, provide a detailed description for your proposed Point of Demarcation, Interface and Interconnection to the Customer Premise Wiring and Equipment for each service proposed.
11. Provide your standard contract for Leased Lit Fiber Service and your standard IRU contract for Dark Fiber Services.
12. Confirm that all fully managed **Leased Lit Fiber Services** meet the following Service Levels:
  - a. The Service Provider will make all reasonable efforts to ensure 99.999% network availability of each circuit.  
\_\_\_\_\_
  - b. Frame/packet loss .25% Commitment.  
\_\_\_\_\_
  - c. 25 ms Network Latency Commitment.  
\_\_\_\_\_



EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 16 of 71 Pages

Company \_\_\_\_\_

d. 10 ms Network Jitter Commitment.

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e. There is no right of Service Provider to limit or throttle the capacity of the circuit at any time for any reason.

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Company \_\_\_\_\_

**SERVICE PRICING SHEET(S):**

Vendors shall propose Leased Lit Ten (10) Gbps services for a Ten (10) Year Service Agreement and/or two (2) Strands Dark Fiber services for a Ten (10) Year Service Agreement. Each location shall be priced exclusively.

Provide the Service Provider Information in the table below.

In Table 1 through 5 provide the following as applicable:

- Non-Recurring Charge (NRC) if any for each Service Location and Term identified.
- Special Construction Charge (SCC) if any for each Service Location and Term identified.<sup>1</sup>
- Monthly Recurring Charge (MRC) for each Service Location and Term identified.
- Total NRC, SCC and MRC for each Term.
- Total Contract Price for each Term.<sup>2</sup>
- Optional 1 Year Extension Price for ten (10) additional years.<sup>3</sup>

In Tables 6 through 7 provide the requested Optional pricing.

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<sup>1</sup> Service Providers whom are charging a “Special Construction Charge” will be required to provide additional information in the Special Construction of New Fiber section and the SCC Cost per Foot spreadsheet.

<sup>2</sup> The total cost of the entire contract over the term of the agreement including any Non-Recurring Charges and/or Special Construction Charges and excluding the price of the optional 1 year extension.

<sup>3</sup> Extension Price is Optional as selected by Region 10. Auto renewal language will not be allowed in the final contract.

EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 18 of 71 Pages

Company \_\_\_\_\_

**Service Provider Information**

Service Provider Name	
Main Address	
Remittance Address	
Contact Name for Proposal	
Telephone Number	
Fax Number	
USAC SPIN NO./FCC 498ID	
Primary Scope of Business	

Company \_\_\_\_\_

**Table 1 Leased Lit Services**

<b>Service Locations from                      Infomart Data Centers                      1950 N. Stemmons Freeway, Ste                      1000                      Dallas, TX 75207</b>	<b>Leased Lit (10 Gbps)</b>		
	<b>10 Year Term</b>		
<b>To</b>	<b>NRC</b>	<b>SCC</b>	<b>MRC</b>
Allen ISD - 140445 Dillard Center 610 E. Bethany Dr. Allen, TX 75002			
Allen ISD - 85402Annex STEAM Center 1680 Ridgeview Dr. Allen, TX 75013			
Anna ISD - 140563 Anna High School 1107 Rosamond Pkwy. Anna, TX 75409			
Anna ISD - 140563 Anna ISD Administration Building 501 S. Sherley Anna, TX 75409			
Athens ISD - 140717 Annex 610 E. College Athens, TX 75751			
Bland ISD - 140603 Bland Elementary School 5123 FM 2194 Celeste, TX 75423			
Blue Ridge ISD - 140571 Blue Ridge High School 11020 Co Rd 504 Blue Ridge, TX 75424			

EDUCATION SERVICE CENTER, REGION 10  
 400 E Spring Valley Rd.  
 Richardson, TX 75083-1300

Request No.: 2018-07  
 Request For: Leased Lit & Dark Fiber Services  
 RFP Opening: **March 15, 2018**  
 Page 20 of 71 Pages

Company \_\_\_\_\_

Boles ISD - 140613 Sowers 9775 FM 2101 Quinland, TX 75474			
Bonham ISD - 140567 Bailey English 201 E 10th Street Bonham, TX 75418			
Bonham ISD - 140567 Administration Building 1005 Chestnut St Bonham, TX 75418			
Caddo Mills ISD - 140505 Caddo Mills Administration Building 100 Fox Ln. Caddo Mills, TX 75135			
Campbell ISD - 140569 Campbell 409 W. North St. Campbell, TX 75422			
Carrollton-Farmers Branch ISD - 140444 Technology and Learning Center 2427 Carrick St. Farmers Branch, TX 75234			
Carrollton-Farmers Branch ISD - 140444 Technology and Learning Center 2427 Carrick St. Farmers Branch, TX 75234			
Celeste ISD - 140570 Celeste High School 609 FM 1562 Celeste, TX 75423			
Collinsville ISD - 140919 Collinsville High School 202 North Broadway Collinsville, TX 76233			

Company \_\_\_\_\_

Commerce ISD - 140575 CISD Computer Center 600 Culver St. Commerce, TX 75428			
Community ISD - 140534 Edge Middle School 611 North FM 1138 Nevada, TX 75173			
Coppell ISD - 140450 CISD Service Center 1303 Wrangler Cir. Coppell, TX 75019			
Coppell ISD - 140450 Vonita White Administration Building 200 South Denton Tap Rd. Coppell, TX 75019			
Dallas ISD - 140542 Cesar Chavez Learning Center 1710 N. Carroll Ave. Dallas, TX 75204			
Dallas ISD - 140542 H. B. Bell Building 2909 N. Buckner Blvd. Dallas, TX 75228			
Denison ISD - 140452 Administration 1201 South Rusk Ave. Denison, TX 75020			
Dodd City ISD - 140582 Dodd City School 602 North Main St. Dodd City, TX 75438			
Ector ISD - 140583 Ector Junior High 106 Bob White Ector, TX 75439			

Company \_\_\_\_\_

Ennis ISD - 140499 Technology and Operations 800 W. Denton Street Ennis, TX 75119			
Faith Family of Waxahachie - 16020929 Oak Cliff Campus 300 W. Keist Blvd. Dallas, TX 75224			
Farmersville ISD - 140587 Farmersville High School 499 North State Hwy 78 Farmersville, TX 75442			
Ferris ISD - 140501 District Administration 301 E 5th St. Ferris, TX 75125			
Forney ISD - 140503 North Forney High School 6170 Falcon Way Forney, TX 75126			
Forney ISD - 140503 Forney Administration Building 600 S Bois D'Arc St. Forney, TX 75126			
Frisco ISD - 140457 Admin Building 5515 Ohio Dr. Frisco, TX 75035			
Frisco ISD - 140457 Admin Annex 6948 Maple St. Frisco, TX 75033			
Garland ISD - 140461 Dr. Marvin D Roden Technology Center 501 South Jupiter Garland, TX 75042			

EDUCATION SERVICE CENTER, REGION 10  
 400 E Spring Valley Rd.  
 Richardson, TX 75083-1300

Request No.: 2018-07  
 Request For: Leased Lit & Dark Fiber Services  
 RFP Opening: **March 15, 2018**  
 Page 23 of 71 Pages

Company \_\_\_\_\_

Garland ISD - 140461 Curtis Culwell Center 4999 Naaman Forest Blvd. Garland, TX 75040			
Grand Prairie ISD - 140464 Grand Prairie ISD Administration Office 2602 S. Belt Line Rd. Grand Prairie, TX 75052			
Grand Prairie ISD - 140464 Grand Prairie High School 101 Gopher Blvd. Grand Prairie, TX 75050			
Greenville ISD - 140561 Wesley Martin Administration Building 4004 Moulton St. Greenville, TX 75402			
Greenville ISD - 140561 Bowie Elementary School 6005 Stonewall St. Greenville, TX 75402			
Gunter ISD - 140466 Gunter Elementary 200 W. Elm Gunter, TX 75058			
Gunter ISD - 140466 Gunter High School 1102 N. 8th St. Gunter, TX 75058			
Highland Park ISD - 140544 HP Administration Building 7015 Westchester Dallas, TX 75205			
Honey Grove ISD - 140589 Honey Grove Ag Building 1206 N. 17th St. Honey Grove, TX 75446			



Company \_\_\_\_\_

Howe ISD - 140604 Howe High School 200 Ponderosa Rd. Howe, TX 75459			
Irving ISD - 140448 Administration Building 2621 W. Airport Fwy. Irving, TX 75062			
Irving ISD - 140448 Singley Academy 4601 N. MacArthur Irving, TX 75038			
Italy ISD - 14111 Italy High School 300 S. College St. Italy, TX 76651			
Kaufman ISD - 140510 KISD Network Operations Center 3701 S. Houston St. Kaufman, TX 75158			
Kemp ISD - 140512 Kemp Technology Building 202 W. 17th St. Kemp, TX 75143			
La Academia de Estrellas Charter Sch. - 16070857 La Academia de Estrellas 4680 W. Kiest Blvd. Dallas, TX 75236			
Lancaster ISD - 140514 Lancaster High School 200 E. Wintergreen Rd Lancaster, TX 75134			
Leonard ISD - 140592 Administration Building #1 Tiger Alley Leonard, TX 75452			

Company \_\_\_\_\_

Life School - 16062609 Life High School Waxahachie 170 Butcher Rd. Waxahachie, TX 75165			
Lone Oak ISD - 140594 LOISD Administration 602 College St. Lone Oak, TX 75453			
Lovejoy ISD - 140441 Spurgin Admin Building 259 Country Club Rd. Allen, TX 75002			
Mabank ISD - 140516 Mabank Administration 310 E Market St. Mabank, TX 75147			
Maypearl ISD - 40869 Maypearl Intermediate School 400 Panther Ln. Maypearl, TX 76064			
McKinney ISD - 140471 McKinney North High School 2550 Wilmeth Rd. McKinney, TX 75071			
McKinney ISD - 140471 Central Administration 1 Duvall St. McKinney, TX 75069			
Melissa ISD - 140595 Melissa High School 3150 Cardinal Dr. Melissa, TX 75454			
Palmer ISD - 140522 Palmer ISD Administration Office 303 Bulldog Way Palmer, TX 75152			

Company \_\_\_\_\_

Pottsboro ISD - 140474 Community Center 521 E FM 120 Pottsboro, TX 75076			
Prosper ISD - 140475 Central Administration 605 E. Seventh St. Prosper, TX 75078			
Prosper ISD - 140475 Baker Elementary 3125 Bluewood Dr. McKinney, TX 75071			
Quinlan ISD - 140612 IT Building 301 E. Main St. Quinlan, TX 75474			
Red Oak ISD - 140523 Red Oak NOC 109 W. Red Oak Rd Red Oak, TX 75154			
Richardson ISD - 140477 Arzell Ball Center - Annex 420 S. Greenville Ave Richardson, TX 75081			
Richardson ISD - 140477 DR Site / City of Richardson Courts Building 2100 E. Campbell Rd. Richardson, TX 75081			
Royse City ISD - 140538 RISD Ernest Epps Education Service Center 810 Old Greenville Rd Royse City, TX 75189			
S&S Consolidated ISD - 140947 S & S High School 404 South Main Sadler, TX 76264			

Company \_\_\_\_\_

S&S Consolidated ISD - 140947 S & S Elementary 4217 Elementary Dr. Southmayd, TX 76268			
Sam Rayburn ISD - 140590 SR High School 9363 E FM 273 Ivanhoe, TX 75447			
Savoy ISD - 140617 Savoy Elementary 304 W. Hayes Savoy, TX 75479			
Sherman ISD - 140482 SISD Service Center 2701 Loy Lake Rd. Sherman, TX 75090			
Sherman ISD - 140482 New Sherman High School 2201 E Lamar St. Sherman, TX 75090			
Terrell ISD - 140527 Administration Building 700 N. Catherine St. Terrell, TX 75160			
Tom Bean ISD - 140622 Tom Bean High School 7719 TX-11 Tom Bean, TX 75489			
Trenton ISD - 140623 Trenton Middle School 500 Ballentine Trenton, TX 75490			
UME Preparatory Charter School - 16070473 UME Prep Academy 415 N. Cedar Ridge Dr. Duncanville, TX 75116			

EDUCATION SERVICE CENTER, REGION 10  
 400 E Spring Valley Rd.  
 Richardson, TX 75083-1300

Request No.: 2018-07  
 Request For: Leased Lit & Dark Fiber Services  
 RFP Opening: **March 15, 2018**  
 Page 28 of 71 Pages

Company \_\_\_\_\_

UME Preparatory Charter School - 16070473 UME Prep Academy 3838 Spur 408 Dallas, TX 75236			
Van Alstyne ISD - 140629 Van Alstyne High School 1722 N Waco St. Van Alstyne, TX 75495			
Whitesboro ISD - 140954 Whitesboro High School 1 Bearcat Ln. Whitesboro, TX 76273			
Whitewright ISD - 140625 Whitewright High School 304 Echols Ln. Whitewright, TX 75491			
Whitewright ISD - 140625 Whitewright Middle School 315 Highland Dr. Whitewright, TX 75491			
Wills Point ISD - 140532 Wills Point High School 1800 W. South Commerce St. Wills Point, TX 75169			
Wolfe City ISD - 140632 Wolfe City High School 8353 Highway 34 North Wolfe City, TX 75496			
Wylie ISD - 140483 Educational Service Center 951 South Ballard Ave Wylie, TX 75098			
<b>Total NRC, SCC and MRC</b>			
<b>Total Contract Price</b>			
<b>Optional 1 Year Extension Price for ten (10) additional years</b>			

Company \_\_\_\_\_

<b>Highland Park ISD Only</b>			
<b>Service Locations from Highland Park ISD - 140544 HP Administration Building 7015 Westchester Dallas, TX 75205</b>	<b>Leased Lit (10 Gbps)</b>		
	<b>10 Year Term</b>		
<b>To</b>	<b>NRC</b>	<b>SCC</b>	<b>MRC</b>
Highland Park ISD - 140544 Robert S. Hyer Elementary 3920 Caruth Blvd. Dallas, TX 75225			
Highland Park ISD - 140544 New Elementary 8385 Durham St. Dallas, TX 75225			
Highland Park ISD - 140544 University Park Elementary 3505 Amherst Ave. Dallas, TX 75225			
Highland Park ISD - 140544 HP Middle School 3555 Granada Dr. Dallas, TX 75205			
Highland Park ISD - 140544 John S. Armstrong Elem 3600 Cornell Ave. Dallas, TX 75205			
Highland Park ISD - 140544 Bradfield Elementary 4300 Southern Dallas, TX 75205			

EDUCATION SERVICE CENTER, REGION 10  
 400 E Spring Valley Rd.  
 Richardson, TX 75083-1300

Request No.: 2018-07  
 Request For: Leased Lit & Dark Fiber Services  
 RFP Opening: **March 15, 2018**  
 Page 30 of 71 Pages

Company \_\_\_\_\_

Highland Park ISD - 140544 HP High School 4220 Emerson Dallas, TX 75205			
<b>Total NRC, SCC and MRC (Highland Park ISD Only)</b>			
<b>Total Contract Price (Highland Park ISD Only)</b>			
<b>Optional 1 Year Extension Price for ten (10) additional years (Highland Park ISD Only)</b>			

Company \_\_\_\_\_

**Table 2 Leased Dark Fiber Service**

Service Locations		Dark Fiber (2 strands)	
		10 Year Term	
From	To	SCC	MRC
<b>Geographic Area 1</b>			
Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207	Highland Park ISD - 140544 Administration Building 7015 Westchester Dallas, TX 75205		
Highland Park ISD - 140544 Administration Building 7015 Westchester Dallas, TX 75205	Garland ISD - 140461 Dr. Marvin D Roden Technology Center 501 South Jupiter Garland, TX 75042		
Garland ISD - 140461 Dr. Marvin D Roden Technology Center 501 South Jupiter Garland, TX 75042	Richardson ISD - 140477 Arzell Ball Center - Annex 420 S. Greenville Ave Richardson, TX 75081		
Richardson ISD - 140477 Arzell Ball Center - Annex 420 S. Greenville Ave Richardson, TX 75081	Richardson ISD - 140477 DR Site / City of Richardson Courts Building 2100 E. Campbell Rd. Richardson, TX 75081		
Richardson ISD - 140477 DR Site / City of Richardson Courts Building 2100 E. Campbell Rd. Richardson, TX 75081	Garland ISD - 140461 Curtis Culwell Center 4999 Naaman Forest Blvd. Garland, TX 75040		
Garland ISD - 140461 Curtis Culwell Center 4999 Naaman Forest Blvd. Garland, TX 75040	Wylie ISD - 140483 Educational Service Center 951 South Ballard Ave Wylie, TX 75098		
Wylie ISD - 140483 Educational Service Center 951 South Ballard Ave Wylie, TX 75098	Allen ISD - 140445 Dillard Center 610 E. Bethany Dr. Allen, TX 75002		



Company \_\_\_\_\_

Allen ISD - 140445 Dillard Center 610 E. Bethany Dr. Allen, TX 75002	Allen ISD - 85402Annex STEAM Center 1680 Ridgeview Dr. Allen, TX 75013		
Allen ISD - 85402Annex STEAM Center 1680 Ridgeview Dr. Allen, TX 75013	Lovejoy ISD - 140441 Spurgin Admin Building 259 Country Club Rd. Allen, TX 75002		
Lovejoy ISD - 140441 Spurgin Admin Building 259 Country Club Rd. Allen, TX 75002	Farmersville ISD - 140587 Farmersville High School 499 North State Hwy 78 Farmersville, TX 75442		
Farmersville ISD - 140587 Farmersville High School 499 North State Hwy 78 Farmersville, TX 75442	Greenville ISD - 140561 Wesley Martin Administration Building 4004 Moulton St. Greenville, TX 75402		
Greenville ISD - 140561 Wesley Martin Administration Building 4004 Moulton St. Greenville, TX 75402	Greenville ISD - 140561 Bowie Elementary School 6005 Stonewall St. Greenville, TX 75402		
Greenville ISD - 140561 Bowie Elementary School 6005 Stonewall St. Greenville, TX 75402	Lone Oak ISD - 140594 LOISD Administration 602 College St. Lone Oak, TX 75453		
Lone Oak ISD - 140594 LOISD Administration 602 College St. Lone Oak, TX 75453	Boles ISD - 140613 Sowers 9775 FM 2101 Quinland, TX 75474		
Boles ISD - 140613 Sowers 9775 FM 2101 Quinland, TX 75474	Quinlan ISD - 140612 IT Building 301 E. Main St. Quinlan, TX 75474		
Quinlan ISD - 140612 IT Building 301 E. Main St. Quinlan, TX 75474	Wills Point ISD - 140532 Wills Point High School 1800 W. South Commerce St. Wills Point, TX 75169		

Company \_\_\_\_\_

Wills Point ISD - 140532 Wills Point High School 1800 W. South Commerce St. Wills Point, TX 75169	Athens ISD - 140717 Annex 610 E. College Athens, TX 75751		
Athens ISD - 140717 Annex 610 E. College Athens, TX 75751	Mabank ISD - 140516 Mabank Administration 310 E Market St. Mabank, TX 75147		
Mabank ISD - 140516 Mabank Administration 310 E Market St. Mabank, TX 75147	Kemp ISD - 140512 Kemp Technology Building 202 W. 17th St. Kemp, TX 75143		
Kemp ISD - 140512 Kemp Technology Building 202 W. 17th St. Kemp, TX 75143	Kaufman ISD - 140510 KISD Network Operations Center 3701 S. Houston St. Kaufman, TX 75158		
Kaufman ISD - 140510 KISD Network Operations Center 3701 S. Houston St. Kaufman, TX 75158	Terrell ISD - 140527 Administration Building 700 N. Catherine St. Terrell, TX 75160		
Terrell ISD - 140527 Administration Building 700 N. Catherine St. Terrell, TX 75160	Forney ISD - 140503 North Forney High School 6170 Falcon Way Forney, TX 75126		
Forney ISD - 140503 North Forney High School 6170 Falcon Way Forney, TX 75126	Forney ISD - 140503 Forney Administration Building 600 S Bois D'Arc St. Forney, TX 75126		
Forney ISD - 140503 Forney Administration Building 600 S Bois D'Arc St. Forney, TX 75126	Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207		
<b>Laterals/Point-to-Point</b>			
Farmersville ISD - 140587 Farmersville High School 499 North State Hwy 78 Farmersville, TX 75442	Bland ISD - 140603 Bland Elementary School 5123 FM 2194 Celeste, TX 75423		

Company \_\_\_\_\_

Greenville ISD - 140561 Wesley Martin Administration Building 4004 Moulton St. Greenville, TX 75402	Campbell ISD - 140569 Campbell 409 W. North St. Campbell, TX 75422		
Campbell ISD - 140569 Campbell 409 W. North St. Campbell, TX 75422	Commerce ISD - 140575 CISD Computer Center 600 Culver St. Commerce, TX 75428		
Greenville ISD - 140561 Wesley Martin Administration Building 4004 Moulton St. Greenville, TX 75402	Caddo Mills ISD - 140505 Caddo Mills Administration Building 100 Fox Ln. Caddo Mills, TX 75135		
Caddo Mills ISD - 140505 Caddo Mills Administration Building 100 Fox Ln. Caddo Mills, TX 75135	Community ISD - 140534 Edge Middle School 611 North FM 1138 Nevada, TX 75173		
Community ISD - 140534 Edge Middle School 611 North FM 1138 Nevada, TX 75173	Royse City ISD - 140538 RISD Ernest Epps Education Service Center 810 Old Greenville Rd Royse City, TX 75189		
<b>Geographic Area 2</b>			
Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207	Dallas ISD - 140542 Cesar Chavez Learning Center 1710 N. Carroll Ave. Dallas, TX 75204		
Dallas ISD - 140542 Cesar Chavez Learning Center 1710 N. Carroll Ave. Dallas, TX 75204	Dallas ISD - 140542 H. B. Bell Building 2909 N. Buckner Blvd. Dallas, TX 75228		
Dallas ISD - 140542 H. B. Bell Building 2909 N. Buckner Blvd. Dallas, TX 75228	Lancaster ISD - 140514 Lancaster High School 200 E. Wintergreen Rd Lancaster, TX 75134		
Lancaster ISD - 140514 Lancaster High School 200 E. Wintergreen Rd Lancaster, TX 75134	Ferris ISD - 140501 District Administration 301 E 5th St. Ferris, TX 75125		

Company \_\_\_\_\_

Ferris ISD - 140501 District Administration 301 E 5th St. Ferris, TX 75125	Palmer ISD - 140522 Palmer ISD Administration Office 303 Bulldog Way Palmer, TX 75152		
Palmer ISD - 140522 Palmer ISD Administration Office 303 Bulldog Way Palmer, TX 75152	Ennis ISD - 140499 Technology and Operations 800 W. Denton Street Ennis, TX 75119		
Ennis ISD - 140499 Technology and Operations 800 W. Denton Street Ennis, TX 75119	Italy ISD - 14111 Italy High School 300 S. College St. Italy, TX 76651		
Italy ISD - 14111 Italy High School 300 S. College St. Italy, TX 76651	Maypearl ISD - 40869 Maypearl Intermediate School 400 Panther Ln. Maypearl, TX 76064		
Maypearl ISD - 40869 Maypearl Intermediate School 400 Panther Ln. Maypearl, TX 76064	Life School - 16062609 Life High School Waxahachie 170 Butcher Rd. Waxahachie, TX 75165		
Life School - 16062609 Life High School Waxahachie 170 Butcher Rd. Waxahachie, TX 75165	Red Oak ISD - 140523 Red Oak NOC 109 W. Red Oak Rd Red Oak, TX 75154		
Red Oak ISD - 140523 Red Oak NOC 109 W. Red Oak Rd Red Oak, TX 75154	UME Preparatory Charter School - 16070473 UME Prep Academy 415 N. Cedar Ridge Dr. Duncanville, TX 75116		
UME Preparatory Charter School - 16070473 UME Prep Academy 415 N. Cedar Ridge Dr. Duncanville, TX 75116	UME Preparatory Charter School - 16070473 UME Prep Academy 3838 Spur 408 Dallas, TX 75236		
UME Preparatory Charter School - 16070473 UME Prep Academy 3838 Spur 408 Dallas, TX 75236	La Academia de Estrellas Charter Sch. - 16070857 La Academia de Estrellas 4680 W. Kiest Blvd. Dallas, TX 75236		

Company \_\_\_\_\_

La Academia de Estrellas Charter Sch. - 16070857 La Academia de Estrellas 4680 W. Kiest Blvd. Dallas, TX 75236	Faith Family of Waxahachie - 16020929 Oak Cliff Campus 300 W. Keist Blvd. Dallas, TX 75224		
Faith Family of Waxahachie - 16020929 Oak Cliff Campus 300 W. Keist Blvd. Dallas, TX 75224	Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207		
<b>Geographic Area 3</b>			
Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207	Grand Prairie ISD - 140464 Grand Prairie ISD Administration Office 2602 S. Belt Line Rd. Grand Prairie, TX 75052		
Grand Prairie ISD - 140464 Grand Prairie ISD Administration Office 2602 S. Belt Line Rd. Grand Prairie, TX 75052	Grand Prairie ISD - 140464 Grand Prairie High School 101 Gopher Blvd. Grand Prairie, TX 75050		
Grand Prairie ISD - 140464 Grand Prairie High School 101 Gopher Blvd. Grand Prairie, TX 75050	Irving ISD - 140448 Administration Building 2621 W. Airport Fwy. Irving, TX 75062		
Irving ISD - 140448 Administration Building 2621 W. Airport Fwy. Irving, TX 75062	Irving ISD - 140448 Singley Academy 4601 N. MacArthur Irving, TX 75038		
Irving ISD - 140448 Singley Academy 4601 N. MacArthur Irving, TX 75038	Coppell ISD - 140450 CISD Service Center 1303 Wrangler Cir. Coppell, TX 75019		
Coppell ISD - 140450 CISD Service Center 1303 Wrangler Cir. Coppell, TX 75019	Coppell ISD - 140450 Vonita White Administration Building 200 South Denton Tap Rd. Coppell, TX 75019		
Coppell ISD - 140450 Vonita White Administration Building 200 South Denton Tap Rd. Coppell, TX 75019	Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207		

Company \_\_\_\_\_

<b>Geographic Area 4</b>			
Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207	Carrollton-Farmers Branch ISD - 140444 Technology and Learning Center 2427 Carrick St. Farmers Branch, TX 75234		
Carrollton-Farmers Branch ISD - 140444 Technology and Learning Center 2427 Carrick St. Farmers Branch, TX 75234	Frisco ISD - 140457 Admin Building 5515 Ohio Dr. Frisco, TX 75035		
Frisco ISD - 140457 Admin Building 5515 Ohio Dr. Frisco, TX 75035	Frisco ISD - 140457 Admin Annex 6948 Maple St. Frisco, TX 75033		
Frisco ISD - 140457 Admin Annex 6948 Maple St. Frisco, TX 75033	Prosper ISD - 140475 Central Administration 605 E. Seventh St. Prosper, TX 75078		
Prosper ISD - 140475 Central Administration 605 E. Seventh St. Prosper, TX 75078	Gunter ISD - 140466 Gunter Elementary 200 W. Elm Gunter, TX 75058		
Gunter ISD - 140466 Gunter Elementary 200 W. Elm Gunter, TX 75058	Gunter ISD - 140466 Gunter High School 1102 N. 8th St. Gunter, TX 75058		
Gunter ISD - 140466 Gunter High School 1102 N. 8th St. Gunter, TX 75058	Collinsville ISD - 140919 Collinsville High School 202 North Broadway Collinsville, TX 76233		
Collinsville ISD - 140919 Collinsville High School 202 North Broadway Collinsville, TX 76233	Whitesboro ISD - 140954 Whitesboro High School 1 Bearcat Ln. Whitesboro, TX 76273		
Whitesboro ISD - 140954 Whitesboro High School 1 Bearcat Ln. Whitesboro, TX 76273	S&S Consolidated ISD - 140947 S & S High School 404 South Main Sadler, TX 76264		

Company \_\_\_\_\_

S&S Consolidated ISD - 140947 S & S High School 404 South Main Sadler, TX 76264	S&S Consolidated ISD - 140947 S & S Elementary 4217 Elementary Dr. Southmayd, TX 76268		
S&S Consolidated ISD - 140947 S & S Elementary 4217 Elementary Dr. Southmayd, TX 76268	Pottsboro ISD - 140474 Community Center 521 E FM 120 Pottsboro, TX 75076		
Pottsboro ISD - 140474 Community Center 521 E FM 120 Pottsboro, TX 75076	Denison ISD - 140452 Administration 1201 South Rusk Ave. Denison, TX 75020		
Denison ISD - 140452 Administration 1201 South Rusk Ave. Denison, TX 75020	Sherman ISD - 140482 SISD Service Center 2701 Loy Lake Rd. Sherman, TX 75090		
Sherman ISD - 140482 SISD Service Center 2701 Loy Lake Rd. Sherman, TX 75090	Sherman ISD - 140482 New Sherman High School 2201 E Lamar St. Sherman, TX 75090		
Sherman ISD - 140482 New Sherman High School 2201 E Lamar St. Sherman, TX 75090	Howe ISD - 140604 Howe High School 200 Ponderosa Rd. Howe, TX 75459		
Howe ISD - 140604 Howe High School 200 Ponderosa Rd. Howe, TX 75459	Van Alstyne ISD - 140629 Van Alstyne High School 1722 N Waco St. Van Alstyne, TX 75495		
Van Alstyne ISD - 140629 Van Alstyne High School 1722 N Waco St. Van Alstyne, TX 75495	Anna ISD - 140563 Anna High School 1107 Rosamond Pkwy. Anna, TX 75409		
Anna ISD - 140563 Anna High School 1107 Rosamond Pkwy. Anna, TX 75409	Anna ISD - 140563 Anna ISD Administration Building 501 S. Sherley Anna, TX 75409		

Company \_\_\_\_\_

Anna ISD - 140563 Anna ISD Administration Building 501 S. Sherley Anna, TX 75409	Melissa ISD - 140595 Melissa High School 3150 Cardinal Dr. Melissa, TX 75454		
Melissa ISD - 140595 Melissa High School 3150 Cardinal Dr. Melissa, TX 75454	Prosper ISD - 140475 Baker Elementary 3125 Bluewood Dr. McKinney, TX 75071		
Prosper ISD - 140475 Baker Elementary 3125 Bluewood Dr. McKinney, TX 75071	McKinney ISD - 140471 McKinney North High School 2550 Wilmeth Rd. McKinney, TX 75071		
McKinney ISD - 140471 McKinney North High School 2550 Wilmeth Rd. McKinney, TX 75071	McKinney ISD - 140471 Central Administration 1 Duvall St. McKinney, TX 75069		
McKinney ISD - 140471 Central Administration 1 Duvall St. McKinney, TX 75069	Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207		
<b>Laterals/Point-to-Point</b>			
Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207	Carrollton-Farmers Branch ISD - 140444 Technology and Learning Center 2427 Carrick St. Farmers Branch, TX 75234		
<b>Geographic Area 5</b>			
Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207	Blue Ridge ISD - 140571 Blue Ridge High School 11020 Co Rd 504 Blue Ridge, TX 75424		
Blue Ridge ISD - 140571 Blue Ridge High School 11020 Co Rd 504 Blue Ridge, TX 75424	Trenton ISD - 140623 Trenton Middle School 500 Ballentine Trenton, TX 75490		



Company \_\_\_\_\_

Trenton ISD - 140623 Trenton Middle School 500 Ballentine Trenton, TX 75490	Whitewright ISD - 140625 Whitewright High School 304 Echols Ln. Whitewright, TX 75491		
Whitewright ISD - 140625 Whitewright High School 304 Echols Ln. Whitewright, TX 75491	Whitewright ISD - 140625 Whitewright Middle School 315 Highland Dr. Whitewright, TX 75491		
Whitewright ISD - 140625 Whitewright Middle School 315 Highland Dr. Whitewright, TX 75491	Savoy ISD - 140617 Savoy Elementary 304 W. Hayes Savoy, TX 75479		
Savoy ISD - 140617 Savoy Elementary 304 W. Hayes Savoy, TX 75479	Ector ISD - 140583 Ector Junior High 106 Bob White Ector, TX 75439		
Ector ISD - 140583 Ector Junior High 106 Bob White Ector, TX 75439	Bonham ISD - 140567 Bailey English 201 E 10th Street Bonham, TX 75418		
Bonham ISD - 140567 Bailey English 201 E 10th Street Bonham, TX 75418	Bonham ISD - 140567 Administration Building 1005 Chestnut St Bonham, TX 75418		
Bonham ISD - 140567 Administration Building 1005 Chestnut St Bonham, TX 75418	Dodd City ISD - 140582 Dodd City School 602 North Main St. Dodd City, TX 75438		
Dodd City ISD - 140582 Dodd City School 602 North Main St. Dodd City, TX 75438	Honey Grove ISD - 140589 Honey Grove Ag Building 1206 N. 17th St. Honey Grove, TX 75446		
Honey Grove ISD - 140589 Honey Grove Ag Building 1206 N. 17th St. Honey Grove, TX 75446	Wolfe City ISD - 140632 Wolfe City High School 8353 Highway 34 North Wolfe City, TX 75496		

Company \_\_\_\_\_

Wolfe City ISD - 140632 Wolfe City High School 8353 Highway 34 North Wolfe City, TX 75496	Leonard ISD - 140592 Administration Building #1 Tiger Alley Leonard, TX 75452		
Leonard ISD - 140592 Administration Building #1 Tiger Alley Leonard, TX 75452	Celeste ISD - 140570 Celeste High School 609 FM 1562 Celeste, TX 75423		
Celeste ISD - 140570 Celeste High School 609 FM 1562 Celeste, TX 75423	Infomart Data Centers 1950 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207		
<b>Laterals/Point-to-Point</b>			
Dodd City ISD - 140582 Dodd City School 602 North Main St. Dodd City, TX 75438	Sam Rayburn ISD - 140590 SR High School 9363 E FM 273 Ivanhoe, TX 75447		
Whitewright ISD - 140625 Whitewright High School 304 Echols Ln. Whitewright, TX 75491	Tom Bean ISD - 140622 Tom Bean High School 7719 TX-11 Tom Bean, TX 75489		
<b>Total SCC and MRC</b>			
<b>Total Contract Price</b>			
<b>Optional 1 Year Extension Price</b>			
<b>Highland Park ISD Only</b>			
<b>Service Locations</b>		<b>Dark Fiber (2 strands)</b>	
		<b>10 Year Term</b>	
<b>From</b>	<b>To</b>	<b>SCC</b>	<b>MRC</b>
Highland Park ISD - 140544 Administration Building 7015 Westchester Dallas, TX 75205	Highland Park ISD - 140544 Robert S. Hyer Elementary 3920 Caruth Blvd. Dallas, TX 75225		

EDUCATION SERVICE CENTER, REGION 10  
 400 E Spring Valley Rd.  
 Richardson, TX 75083-1300

Request No.: 2018-07  
 Request For: Leased Lit & Dark Fiber Services  
 RFP Opening: **March 15, 2018**  
 Page 42 of 71 Pages

Company \_\_\_\_\_

Highland Park ISD - 140544 Robert S. Hyer Elementary 3920 Caruth Blvd. Dallas, TX 75225	Highland Park ISD - 140544 New Elementary 8385 Durham St. Dallas, TX 75225		
Highland Park ISD - 140544 New Elementary 8385 Durham St. Dallas, TX 75225	Highland Park ISD - 140544 University Park Elementary 3505 Amherst Ave. Dallas, TX 75225		
Highland Park ISD - 140544 University Park Elementary 3505 Amherst Ave. Dallas, TX 75225	Highland Park ISD - 140544 HP Middle School 3555 Granada Dr. Dallas, TX 75205		
Highland Park ISD - 140544 HP Middle School 3555 Granada Dr. Dallas, TX 75205	Highland Park ISD - 140544 John S. Armstrong Elem 3600 Cornell Ave. Dallas, TX 75205		
Highland Park ISD - 140544 John S. Armstrong Elem 3600 Cornell Ave. Dallas, TX 75205	Highland Park ISD - 140544 Bradfield Elementary 4300 Southern Dallas, TX 75205		
Highland Park ISD - 140544 Bradfield Elementary 4300 Southern Dallas, TX 75205	Highland Park ISD - 140544 HP High School 4220 Emerson Dallas, TX 75205		
Highland Park ISD - 140544 HP High School 4220 Emerson Dallas, TX 75205	Highland Park ISD - 140544 Administration Building 7015 Westchester Dallas, TX 75205		
<b>Total SCC and MRC (Highland Park ISD Only)</b>			
		<b>Total Contract Price (Highland Park ISD Only)</b>	
		<b>Optional 1 Year Extension Price (Highland Park ISD Only)</b>	

Company \_\_\_\_\_

**Table 3 Vendor Recommended Solution Pricing Table – Leased Lit or Leased Dark Fiber**

<b>Vendor Alternative Pricing Table                      10 GBPS or greater bandwidth, or 2                      Strand Dark from Infomart Data                      Centers, 1950 N. Stemmons Freeway,                      Suite 1000, Dallas, TX 75207 to All                      Locations listed in Tables 1 and/or 2                      dependent upon vendor alternative                      solution.</b>	<b>Vendor Specific Design and Pricing</b>			
	<b>To</b>	<b>NRC</b>	<b>SCC</b>	<b>MRC</b>
Vendor Add as many rows as necessary to reflect the pricing and design of the network.				

**Table 4 Leased Lit Fiber Service – Additions & Bandwidth Upgrades**

<b>Service Locations from                      Infomart Data Centers                      1950 N. Stemmons Freeway, Suite 1000                      Dallas, TX 75207</b>	<b>Leased Lit (10 Gbps/40 Gbps)</b>		
<b>To</b>	<b>NRC</b>	<b>SCC</b>	<b>MRC</b>
Add 10 Gbps Service to a new location during the term of the agreement 9 Year Term Agreement			
Add 10 Gbps Service to a new location during the term of the agreement 8 Year Term Agreement			
Add 10 Gbps Service to a new location during the term of the agreement 7 Year Term Agreement			
Add 10 Gbps Service to a new location during the term of the agreement 6 Year Term Agreement			

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Add 10 Gbps Service to a new location during the term of the agreement 5 Year Term Agreement			
Add 10 Gbps Service to a new location during the term of the agreement 4 Year Term Agreement			
Add 10 Gbps Service to a new location during the term of the agreement 4 Year Term Agreement			
Upgrade 10 Gbps Service to 40 Gbps Service in Year 5 at an existing location			
Upgrade 10 Gbps Service to 40 Gbps Service in Year 6 at an existing location			
Upgrade 10 Gbps Service to 40 Gbps Service in Year 7 at an existing location			
Upgrade 10 Gbps Service to 40 Gbps Service in Year 8 at an existing location			
Vendor may add additional postal pricing scenarios they deem appropriate			

**Table 5 Leased Dark Fiber Service – Additions**

Postal Rates – Leased 2 Strand Fiber	Leased Lit (10 Gbps/40 Gbps)			
	To	NRC	SCC	MRC
Rural - Aerial Price to add 2 Strand Leased Dark Fiber to a new location				
Rural – Fiber - Trenched Price to add 2 Strand Leased Dark Fiber to a new location				
Rural – Fiber – Buried Conduit Price to add 2 Strand Leased Dark Fiber to a new location				
Urban - Aerial Price to add 2 Strand Leased Dark Fiber to a new location				

Company \_\_\_\_\_

Urban – Fiber - Trenched Price to add 2 Strand Leased Dark Fiber to a new location			
Urban – Fiber - Trenched Price to add 2 Strand Leased Dark Fiber to a new location			
Vendor may add additional postal pricing scenarios they deem appropriate			

**Table 6 Category 1 Network Equipment to Light the Dark Fiber Solution – “Optional”**

Quantity	Part Number	Part Description	Unit Price	Extended Price
		<b>Tab Total</b>		

**Table 7 WAN Technical Support Pricing – “Optional”**

WAN Technical Support Pricing include provision of:	MRC
<ul style="list-style-type: none"> <li>• Network monitoring on a 24x7x365 basis</li> <li>• Tier 1 through tier 3 NOC services taking incoming calls regarding service degradation and/or service outage</li> <li>• Creation and communication of service tickets to ESC Region 10 escalation list</li> <li>• Preventive maintenance activities</li> <li>• Incident response with timing standards that are in accordance to a respondent provided service level agreement that meets general industry standards</li> <li>• Other industry standard provisions of broadband service technical support</li> </ul>	

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**IMPORTANT NOTICE REGARDING SPECIAL CONSTRUCTION CHARGES FOR NEW FIBER BUILDS.**

**Applicant Share Four Year Payment Plan**

Region 10’s anticipated E-Rate Discount for Special Construction Charges for FY 2018 is 70%. ESC Region 10 will also apply for a Texas TEA “E-Rate State Match” commitment letter. Therefore, ESC Region 10 anticipates the E-Rate Discount and Texas E-Rate State Match will pay for approximately 90% of the Special Construction Charge. Rules allows the applicant to pay the applicant share of the “Special Construction Charge” over a four year period in four equal annual payments or 48 equal monthly payments. Indicate within your proposal if your company agrees to this payment plan for the applicant share of the “Special Construction Charge”. Indicate if your payment plan includes interest charges and the annual interest rate if applicable.

**Special Construction Charges – New Fiber Build – E-Rate Information Required After Contract Award**

The following information will be required to be provided within **60 days of contract award or 30 days after the FY 2018 FCC Form 471 deadline** as defined by the Universal Service Administrative Company, whichever date is later.

**Cost Effectiveness Review of Selected Fiber Type – E-Rate Consultant Responsibility**

**Competitive Bidding – E-Rate Consultant Responsibility**

**Eligibility of Special Construction Charges – Awarded Vendor Responsibility**

#	Questions	Response (Required)
1	<p>For FRN &lt;Insert FRN&gt; please indicate the total number of fiber strands that will be installed at the time of construction.</p> <p>Note 1: By “total number of fiber strands,” we mean the total number of strands installed as part of the special construction build, irrespective of whether the strands: (a) will be lit for the applicant’s use or a potential other purpose; (b) will be lit this funding year or a future funding year; (c) have been cost-allocated out of the funding request; or (d) were not included in the one-time charges quoted to the applicant for the special construction project in the first instance.</p> <p>Note 2: If you do not have access to this information, please contact your service provider to request it.</p>	
1(a)	<p><b>SELF-PROVISIONED NETWORK FRNs ONLY</b>  <i>Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.</i></p> <p>Will the applicant be the sole owner of all of the fiber identified in response to Question 1 and all of the components comprising the self-provisioned network (e.g., all outside plant)?</p> <p>Note: For the purpose of the questions in this document, “applicant” refers to an applicant’s eligible schools and/or libraries. It does not apply to members of a consortium that are ineligible for E-rate support.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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		<p>If yes, proceed to Question 2.          If no, proceed to Question 1(b).</p>	
	1(b)	<p><b>SELF-PROVISIONED NETWORK FRNs ONLY</b>  <i>Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.</i></p> <p>Please identify any additional party(ies) that will own fiber strands and/or other components (e.g., outside plant) of the contemplated network? If the service provider will own the fiber stands and/or other components, name the service provider.</p> <p>Proceed to Question 1(c).</p>	
	1(c)	<p><b>SELF-PROVISIONED NETWORK FRNs ONLY</b>  <i>Applicants seeking support for leased lit fiber or leased dark fiber special construction do not need to answer this question.</i></p> <p>Please provide documentation substantiating the information provided in response to Questions 1(a)-(b).</p> <p>Proceed to Question 2.</p>	
2		<p>Of the total number of strands identified in response to Question 1, how many of the strands will be installed for the applicant's exclusive use <u>and</u> will be lit within this funding year?</p>	
	2(a)	<p>How many recipients of service will be served by the strands identified in response to Question 2?</p> <p>Note: Please state whether multiple recipients of service are located in one building and will be served by the same set of fiber strands.</p>	
	2(b)	<p>What will be lit date for the fiber strands identified in response to Question 2 (if different segments of the build will be lit at different times prior to June 30, provide the latest lit date)?</p> <p>If the lit date is currently unknown, please state "unknown," and proceed to Question 3. Note that you will be asked to demonstrate compliance with the obligation to light the fiber by the end of the funding year (i.e., June 30), when invoices for this FRN are submitted to USAC for reimbursement.</p>	<p style="text-align: center;">/ /</p> <ul style="list-style-type: none"> <li>• <u>If the date entered above is on or before June 30, 2018, proceed to Question 3.</u></li> <li>• <u>If the date entered above is after June 30, 2018, proceed to Question 2(c).</u></li> </ul>
	2(c)	<p>If the lit date entered in Question 2(b) is after June 30, 2018, do you contend that special construction has been</p>	<p><input type="checkbox"/> Yes</p>



Company \_\_\_\_\_

	<p>unavoidably delayed due to weather or other reasons?</p> <p>If yes, proceed to Question 2(d).</p> <p>If no, proceed to Question 3.</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> N/A (lit date on or before June 30, 2018).</p>
2(d)	<p>Applicants may request a one-year extension of the deadline to complete special construction and light the fiber if they demonstrate that special construction has been unavoidably delayed due to weather or other reasons.</p> <p>Please provide an explanation of the unavoidable delay that is preventing special construction from being completed in time to light the fiber by the end of the funding year (i.e., June 30). Please include a description of any intervening events (e.g., an unusual weather events), relevant facts about the complexity of the fiber build, and any other factors you would like USAC to consider.</p> <p>Then proceed to Question 3.</p>	
3	<p>Enter the total number of remaining strands here [Answer to Q1 – Answer to Q2 = Answer to Q3] (“Excess Fiber Strands”).</p> <p>If the response to this question is zero (0), you may disregard the remaining questions in this document. Otherwise, proceed to Question 4.</p>	
4	<p>Will <u>ALL</u> of the Excess Fiber Strands installed in your project be specifically for the applicant’s exclusive future use (e.g., anticipated growth in bandwidth requirements or future expansion)?</p> <p>If yes, proceed to Question 4(a).</p> <p>If no, proceed to Question 6.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4(a)	<p>Will all of the Excess Fiber Strands installed for the applicant’s exclusive future use remain dormant (dark) until lit for the applicant’s exclusive use during a future funding year (i.e., no other party will use the Excess Fiber Strands between the time they are installed and the time the applicant is ready to use them in the future)?</p> <p>If yes, proceed to Question 4(b).</p> <p>If no, proceed to Question 7.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4(b)	<p>Have the Excess Fiber Strands been cost-allocated out of the special construction FRN?</p> <p>If yes, proceed to Question 4(c).</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Company \_\_\_\_\_

		If no, proceed to Question 5.	
	4(c)	<p>Please state the amount cost-allocated out of the special construction FRN and provide documents showing the basis for the cost-allocation. If your documents do not delineate specific costs of fiber installation, explain the tangible basis for the cost-allocation provided. Please contact the service provider for any additional information required to respond to this question.</p> <p>After doing so, you may disregard the remaining questions in this document. You may be contacted in a separate communication regarding your responses to these questions.</p>	
5		<p>An applicant may install Excess Fiber Strands that will not be lit within the same funding year as the funding request if: (i) the strands are installed exclusively for the applicant's future bandwidth needs; and (ii) the strands will remain dormant until lit for the applicant's exclusive future use. The cost of such Excess Fiber Strands must be allocated out of the relevant special construction FRN. Remaining special construction charges do not have to be cost-allocated.</p> <p>Because the above-referenced cost-allocation was not included in your funding request, the amount of the funding request will need to be adjusted. Please provide the information requested by Questions 5(a)-(c). If you do not have the information requested in Questions 5(a)-(c), contact the service provider to obtain it.</p> <p>After providing the requested information, you may disregard the remaining questions in this document. You may be contacted in a separate communication regarding your responses to these questions.</p>	
	5(a)	Please provide the specific cost of the Excess Fiber Strands that: (i) will not be lit this funding year; (ii) are being installed for the applicant's exclusive future use; and (iii) will remain dormant until lit for the applicant.	
	5(b)	Please provide the documentation identifying the cost of the Excess Fiber Strands stated in response to Question 5(a).	
	5(c)	If your documentation does not delineate the cost of the Excess Fiber Strands, please provide the tangible basis for the cost identified in response to Question 5(a) above.	
6		You have stated that Excess Fiber Strands will be installed as part of your project. You have also indicated that the Excess Fiber Strands will not be installed for the exclusive future use of the applicant	<input type="checkbox"/> Yes <input type="checkbox"/> No

Company \_\_\_\_\_

	<p>Will the Excess Fiber Strands be installed as part of the special construction project <u>solely</u> because using a cable with a higher strand count than what will be lit for the applicant's use within this funding year has been deemed to be more cost effective than installing just the number of strands that will be lit for the applicant's use within this funding year?</p> <p>If yes, proceed to Question 6(a).                  If no, proceed to Question 7.</p>	
6(a)	<p>Please provide an explanation and documents demonstrating that the higher strand solution, resulting in the installation of the Excess Fiber Strands, is the most cost effective option. Please be as specific as possible. For example, if the applicant seeks to light 6 strands for its use this year, but a 12-strand cable was deemed more cost-effective, provide a breakdown of the relative costs of installing 6-strands vs. 12-strands, and provide supporting documentation.</p> <p>Proceed to Question 6(b).</p>	
6(b)	<p>Will all of the Excess Fiber Strands remain dormant (dark) unless lit for the applicant's exclusive use during a future funding year (i.e., no other party will use the Excess Fiber Strands until used exclusively by the applicant in the future)?</p> <p>If yes, you may disregard the remaining questions in this document. You may be contacted in a separate communication regarding your responses to these questions.</p> <p>If no, proceed to Question 7.</p> <p>Note: Please answer Question 6(b) irrespective of whether the Excess Fiber Strands: (a) would be lit this funding year or a future year by the applicant or any entity other than the applicant; (b) have been cost-allocated out of the funding request; or (c) were not included in the one-time charges quoted to the applicant for the special construction project and stated in the FRN.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
7	<p>You have indicated that Excess Fiber Strands will be installed as part of your project. You have also indicated that either:</p> <ul style="list-style-type: none"> <li>▪ The Excess Fiber Strands will not be installed for the applicant's exclusive future use;</li> </ul>	

Company \_\_\_\_\_

	<ul style="list-style-type: none"> <li>▪ The Excess Fiber Strands will be installed for the applicant’s exclusive future use, but will not remain dormant (dark) until the fiber is used by the applicant in a future year;</li> <li>▪ The Excess Fiber Strands will not be installed solely because installation of a higher strand count than what will be lit for the applicant’s use this funding year has been deemed to be the most cost-effective option; or</li> <li>▪ The Excess Fiber Strands will be installed solely because installation of a higher strand count than what will be lit for the applicant’s use this funding year has been deemed to be the most cost-effective option, but the Excess Fiber Strands will not remain dormant (dark) until they are used by the applicant in a future year.</li> </ul> <p>Please provide the information requested by Questions 7(a)-(d).</p> <p>Note: Answers to these questions are required irrespective of whether the Excess Fiber Strands: (a) would be lit this funding year or a future year; (b) have been cost-allocated out of the funding request; or (c) were not included in the one-time charges quoted to the applicant for the special construction project and stated in the FRN.</p>	
7(a)	<p>What other party is planning to use the Excess Fiber Strands? If multiple parties plan to use the Excess Fiber Strands, please identify all of them. If the fiber provider intends to use the Excess Fiber Strands to serve other customers, name the fiber provider.</p> <p><b>Note:</b> This question does not seek information about the ultimate end-users of fiber strands. For example, if a leased lit fiber or leased dark fiber provider intends to use the Excess Fiber Strands to serve other customers, the answer to this question would be the name of the service provider. If a municipality plans to use Excess Fiber Strands installed as part of a self-provisioned network to serve other community institutions, the answer to this question would be the name of the municipal entity.</p>	
7(b)	<p>On what date does the other party plan to start using the Excess Fiber Strands? If multiple parties plan to use the Excess Fiber Strands, please identify the dates that each party plans to start using them.</p> <p>If the lit date for the Excess Fiber Strands is unknown, please state “unknown.”</p>	____/____/____
7(c)	<p>Is the applicant receiving any compensation in exchange for the planned use of the Excess Fiber Strands by another</p>	

Company \_\_\_\_\_

	party (e.g., is the applicant being paid a fee, receiving a gift, receiving services/products in trade, or otherwise being compensated for use of the Excess Fiber Strands)?  If so, please describe the compensation that the applicant will receive.	
7(d)	Please provide any documents pertaining to the information provided in response to Questions 7(a)-(c). If you do not know the answers to one or more of the questions above, please contact the service provider to obtain them.  Proceed to Question 8.	
8	Please provide the specific cost of installing the Excess Fiber Strands for use by another party as described in Question 7. Your response should include the both costs of the Excess Fiber Strands themselves and any additional special construction charges incurred due to the addition of the Excess Fiber Strands to the build (i.e., beyond what would be necessary if only the fiber strands that will be lit for the applicant's use within this funding year were installed).	
8(a)	Please provide documentation substantiating the costs identified in response to Question 8. If you do not have such documents, please contact the service provider.  Then proceed to Question 9.	
8(b)	If you are unable to provide the documentation requested by Question 8(a), please explain the tangible basis for the costs you have identified in response to Question 8.  Then proceed to Question 9.	
9	Have the costs that you identified in response to Question 8 been identified in your special construction FRN as ineligible costs allocated out of the funding request?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Fiber Special Construction Cost per Foot Details – Awarded Vendor Responsibility**

#	Question	Response
1	Were the values provided on the FRN for route feet and cost per foot correct? Please note: The route feet and cost per foot provided should only include the new fiber build. It should not include the distance or cost of any existing infrastructure.	<input type="text"/> Yes or No

Company \_\_\_\_\_

a	If No, please provide the revised value for route fee and cost per foot and an explanation of why the incorrect value was entered on the FCC Form 471. Proceed to question 2. Please note: The remaining questions should be answered based on the revised values provided here.	<input type="text"/>
2	Please provide a detailed breakout of the total special construction charges requested on this FRN. This is commonly referred to as the bill of materials for the special construction project.	
3	Please provide the details of the fiber route(s) being constructed and the cost breakdown of the Network Equipment and Labor in the format shown in the attached document. Please Note: The total cost per foot for all 3 types of plant mix/fiber installation (aerial, buried which is direct bury of the fiber with no conduit placement, underground which is buried in conduit) should equal the overall average cost per foot you indicated on your FCC Form 471 or in Question 1a. Sample Document: <a href="#">Region 10.xlsx</a>	The Spreadsheet is included as an attachment
4	Please provide a kmz or .json map file of the route being constructed. If you do not have a copy of this file, please contact your service provider. Note: When your selected service provider decided to submit a bid for your requested services, they probably mapped out the route they are suggesting to be constructed on one of the mapping websites such as Google Maps, Map Quest, etc. That mapped out route should be available in either a .kmz or .json file. Please request this file from your service provider and upload it here.	
NOTE	Based on your response to the attachment in question #2, please provide the following information only for the applicable portions (aerial, direct buried and/or buried with conduit) of the build below.	---
5	Please indicate the cost per foot for the Aerial portion of the fiber build.	<input type="text"/>
	Please provide a further breakout of this cost: (Summation of the following must equal the amount listed in Question 4.)	---
a	What is the average cost per foot for the Fiber	<input type="text"/>

Company \_\_\_\_\_

	Material? (E.g., cost per foot of only the fiber cable.)	
b	What is the average cost per foot for the Fiber Placement? (E.g. cost of attaching only the fiber cables on to the poles.)	<input type="text"/>
c	What is the average cost per foot for the Structure Material (all outside plant materials except fiber cable this could include anchors, j-hooks or guywires)?	<input type="text"/>
d	What is the average cost per foot of the Structure Placement (E.g., adding of new poles, anchor or guywires that will be owned by applicant)?	<input type="text"/>
e	What is the average cost per foot for the Pole Make Ready? (E.g., on carrier owned poles, any enhancement that needs to be done to accept new fiber such as addition of guy or anchor, or clearing of attachment points for new cable. This also includes the cost of placing new poles that will be owned by the pole owner.)	<input type="text"/>
6	Please indicate the cost per foot for the Direct Buried portion of the fiber build.	<input type="text"/>
	Please provide a further breakout of this cost: (Summation of the following must equal the amount listed in Question 5.)	---
a	What is the average cost per foot of the Fiber Material? (E.g., cost per foot of the fiber cable that will be directly placed into the ground (no conduit).)	<input type="text"/>
b	What is the average cost per foot of the Fiber Cable Placement? (E.g., labor cost per foot of placing the fiber cables in to the ground.)	<input type="text"/>
c	What is the average cost per foot for the Buried Conduit (e.g., in direct bury installations conduit that is necessary for special portions of the builds such as railroad crossings, road crossings or in bores under waterways (rivers, creeks, streams, ponds))?	<input type="text"/>
d	What is the average cost per foot of the Trenching (e.g., cost of digging trench, cost of machinery needed for trenching and any permitting cost to lay new fiber)?	<input type="text"/>
7	Please indicate the cost per foot for the Buried with Conduit (Underground) portion of the fiber	<input type="text"/>

Company \_\_\_\_\_

	build.	
	Please provide a further breakout of this cost: (Summation of the following must equal the amount listed in Question 6.)	---
a	What is the average cost per foot for the Fiber Material? (E.g., cost of the actual fiber cables that will be pulled through the conduit.)	<input type="text"/>
b	What is the average cost per foot for the Fiber Placement? (E.g., cost placing or pulling the fiber through the conduit.)	<input type="text"/>
c	What is the average cost per foot for the Structure Material (E.g., Cost of conduit, handholes, vaults, markers, etc.)?	<input type="text"/>
d	What is the average cost per foot of the Structure Placement (E.g., labor and permitting for placement of all structure materials)?	

**Fiber Special Construction Charges – Awarded Vendor Responsibility**

#	Question	Response
1	Did you explore any alternative routes for the fiber build requested in the FRN referenced above?	<input type="text"/> <input type="button" value="▼"/> yes or no
a	If yes, please provide the cost estimates and route specifics for these alternative routes explored.	<hr/>
b	If no alternatives were explored, please explain how the chosen route was identified as the most cost effective route.	<hr/>
2	Please identify and explain in detail the most expensive items on the construction invoice/bill of materials? For example, if labor is the most expensive line item provide details such as - the size of the labor crew - the number of hours of estimated work - Was there a minimum number of hours for which the crew had to be hired that exceeded the labor hours required for the build	<hr/>
3	Were there unique construction issues (e.g., a directional bore requirement because of rocky soil or a surface that could not be plowed; expensive make ready for pole attachments; bridge crossings; waterway crossings; railroad crossings; historic preservation issues or environmental issues) that caused the cost per foot to be inflated? If so, please provide a detailed explanation of these issues.	<hr/>



EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 56 of 71 Pages

Company \_\_\_\_\_

**Route Feet and Cost per Foot Detail Confirmation – Awarded Vendor Responsibility**

What is the issue? FRN(s) 17990XXXXX is/are requesting charges associated with special construction. On your application, you indicated the following values but we are unable to determine if these are correct.

Route Feet: 2500

Cost per Foot: \$12.15

Total Strands: 12

Number of Eligible Strands: 12

#	Question	Response
1	Please provide the following information related to your Special Construction project: a. Total Project Plant Route Feet b. Average Cost per Foot of Outside Plant c. Total Strands d. Number of Eligible Strands	

EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 57 of 71 Pages

Company \_\_\_\_\_

**Vendor shall acknowledge and confirm the Special Construction Charge information noted above will be provided within the specified time frame.**

**Vendor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Service Level Agreement**

Proposer shall include Service Level Agreement (SLA) for proposed service. Vendor shall provide a copy of their standard Service Level Agreement in the proposal. Please also provide the following where applicable:

1. SLA Targets:  
Please provide in complete detail your SLA agreement details for each applicable service area:
  - a. Service Availability
  - b. Mean Time to Restore
2. Priority Classification:  
Please provide your definition of criteria for each classification of service by priority level.
3. Service Credits:  
Please provide the amount of service credits based on each SLA Target as listed above in Item 1.

Company \_\_\_\_\_

**11.0 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**".
- I certify that my company qualifies as a "**nonresident Bidder**".

If you qualify as a "**nonresident Bidder**," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

---

City	State	Zip Code
------	-------	----------

---

Company Name	Address
--------------	---------

**12.0 UNFAIR BUSINESS PRACTICE**

Has your company ever been convicted of unfair business practices?

- Yes       No      If yes, when: \_\_\_\_\_

**VENDOR PROFILE**

Minority/Women Business Enterprise (Required by some participating governmental entities) or HUB Vendor certifies that his firm is a M/WBE [Yes] [No]

If yes, circle above certification that applies and list any others: \_\_\_\_\_  
(Enclose copy of certification)

Company \_\_\_\_\_

### 13.0 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and returned with this proposal )**

ESC REGION 10 is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits ESC REGION 10 and potentially cooperative members from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to ESC REGION 10 at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity (1) recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
  - a) who has a controlling interest in a business entity with whom ESC REGION 10 contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person’s participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

**As a “business entity,” all vendors must:**

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert “ESC Region 10”
  - In Section 3, insert the “ESC REGION 10 RFP #2018-07” for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in

EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 60 of 71 Pages

Company \_\_\_\_\_

the "Office Use Only" box)

**(3)** have an authorized agent of the business entity **sign the form**

**(4)** **notarize the form**

**(5)** **return** the completed, signed, notarized Form 1295, with the certification of filing with this proposal

ESC REGION 10 must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract. After ESC REGION 10 acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from ESC REGION 10.

Company \_\_\_\_\_

**14.0 SIGNATURE PAGE, DEVIATION or COMPLIANCE NOTATION & FELONY NOTIFICATION**

DEVIATIONS: In the event the undersigned Respondent intends to **deviate** from the general terms and conditions or specifications contrary to those listed in the "Terms and Conditions", "Specifications" and other information attached hereto, all such deviations must be **listed on this page**, with complete and detailed conditions and information also being attached (attach additional pages as necessary). **Vendors must list all specifications for item(s) bid that differ from any specifications/brands listed in proposal.** ESC-10 will be the sole judge to determine if deviations are acceptable in meeting the needs of ESC-10.

NO DEVIATIONS: In the absence of any deviation entry on this form, the Bidder assures Education Service Center, Region 10 of their **full compliance** with the Terms and Conditions, Specifications, and information contained in this proposal.

**ALL bidders MUST COMPLETE this page** (check appropriate box)  
**SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.**

Our response is submitted according to (check appropriate box):

- Deviations listed**       **See Attached letter for Deviations**       **No Deviations**

Having carefully examined the Request for Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

**FELONY NOTIFICATION**

Also, pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is \_\_\_\_\_ /is not \_\_\_\_\_ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly-held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.

=====

**NOTE** - Use this form. If necessary to go into details, attach a letter. Exclude Federal and State Taxes. The right is reserved to accept or reject quotation on each item separately or as a whole. Proposals received after the time and date specified will not be accepted.

Term Discount: \_\_\_\_\_ Date: \_\_\_\_\_

EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 62 of 71 Pages

Company \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(Must be able to sign contracts to obligate company)

TYPED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

Email Address: \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_

FAX (\_\_\_\_) \_\_\_\_\_

EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 63 of 71 Pages

Company \_\_\_\_\_

**15.0 NOTICE OF NO RESPONSE to REQUEST**

Please complete this form and return by fax:

Attn: Sue Hayes 972-348-1110

(Check below)

- 1. We have decided not to submit a response for the reason(s) listed below, but wish to remain on the Bidder's list for other items.
- 2. The product/service we represent should be listed in another category. (Specify)  
\_\_\_\_\_
- 3. We wish to be removed from the Bidders list for the reason(s) listed below:

EXPLANATION FOR "NO" BID ON PROPOSAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

Signature of Bidder's Representative: \_\_\_\_\_

Typed/Printed Named: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for your assistance.

Vendors who respond to this proposal with a formal proposal or this form will remain on our mailing list.  
Vendors making no response at all are subject to removal from our Bidders list.



Company \_\_\_\_\_

**16.0 PROPOSER/VENDOR CERTIFICATION FORMS**

**REGION 10 ESC PROPOSER/VENDOR CERTIFICATION FORMS**

---

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

---

The following provisions are required and apply when federal funds are expended by Region 10 ESC for any contract resulting from this procurement process.

The Region 10 ESC is the subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 10 ESC, Region 10 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does vendor agree to abide by the above? YES \_\_\_\_ Initials of Authorized Representative of Vendor**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Region 10 ESC, Region 10 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Region 10 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Region 10 ESC believes, in its sole discretion that it is in the best interest of Region 10 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by Region 10 ESC as of the termination date if the contract is terminated for convenience of Region 10 ESC. Any award under this procurement process is not exclusive and Region 10 ESC

Company \_\_\_\_\_

reserves the right to purchase goods and services from other vendors when it is in the best interest of Region 10 ESC.

Does vendor agree to abide by the above? YES \_\_\_\_ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by Region 10 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES \_\_\_\_ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Region 10 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Company \_\_\_\_\_

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

Company \_\_\_\_\_

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor certifies that it is

Company \_\_\_\_\_

in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

---

When federal funds are expended by Region 10 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When federal funds are expended by Region 10 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub.L.94-163,89 Stat.871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

EDUCATION SERVICE CENTER, REGION 10  
400 E Spring Valley Rd.  
Richardson, TX 75083-1300

Request No.: 2018-07  
Request For: Leased Lit & Dark Fiber Services  
RFP Opening: **March 15, 2018**  
Page 69 of 71 Pages

Company \_\_\_\_\_

**17.0 HOUSE BILL 89 AND SENATE BILL 252 VERIFICATION**

Reference Number / Name of Bid / Proposal / Contract:

\_\_\_\_\_

**House Bill 89 and Senate Bill 252 Verification**

The 2017 Texas Legislature enacted House Bill 89 (codified in chapter 2270 of the Texas Government Code) and Senate Bill 252 (amends Chapter 2252 of the Texas Government Code to add Subchapter F). As of September 1, 2017, state law requires written verification by a for-profit company before a local government (city, school district, special district, etc.) may enter into a contract with the company for goods or services.

**STATEMENT: "I verify that the company named below does not boycott Israel and will not boycott Israel during the term of the above referenced contract."**

*Definition: "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.*

**STATEMENT: "I verify that the company named below does not engage in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller."**

-----  
**Company Name:** \_\_\_\_\_

**Signature of Company's Authorized Official:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_

**VERIFICATION**

**STATE OF** \_\_\_\_\_  
**County of** \_\_\_\_\_

BEFORE ME the undersigned authority, \_\_\_\_\_ appeared on behalf of  
\_\_\_\_\_ (company), who did verify that the above Statement is true.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Company \_\_\_\_\_

**18.0 CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>		
<b>For vendor or other person doing business with local governmental entity</b>				
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px 5px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p><b>1</b> Name of person doing business with local governmental entity.</p>				
<p><b>2</b></p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p><b>3</b> Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>				
<p><b>4</b> Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>				



Company \_\_\_\_\_

## CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



