

# **BAISD Consortium**

4228 Two Mile Road  
Bay City, MI 48706

## **Request for Proposals**

# **Self-Provisioned Fiber**

**Request For Proposal Year: 2024/25**

**FY2023 E-Rate FORM 470 – 240013244**

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## REQUEST FOR PROPOSALS – SELF-PROVISIONED FIBER (SPF)

### 1.0.0 INVITATION TO BID

#### 1.1.0 BID ACCEPTANCE

**BAISD Consortium**, hereby known as “District”, will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for a Self-Provisioned Fiber (SPF) project which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Universal Service Fund (USF) Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications set forth below and submitted to the District at the following address:

**BAISD Consortium  
Technology Department – Attention: Michael Verschaeve  
4228 Two Mile Road  
Bay City, MI 48706**

#### 1.2.0 TECHNOLOGY-NEUTRAL COMPETITIVE BID REQUEST

In accordance with USAC rules, this bid is a competitively technology-neutral request. Service providers interested in providing alternate telecommunication bids, such as lit fiber, dark fiber, or any other third-party network solutions, refer to the other RFP associated with this bid request for specific details. The Bidder may also combine other services with the self-provisioned fiber bid response. However, all bids must meet the 10Gbps connection speed requirement. The District reserves the right to perform a cost analysis of all bids received and decide which service type is the most cost-effective type of service (i.e., Self-Provisioned Fiber, Lit Fiber, Dark Fiber, or other third-party network solutions). Once the most cost-effective service type is selected by the District, a bid evaluation will only be performed on that type of service to decide the bid award.

#### 1.3.0 INTENT TO BID FORM

All Bidders must complete and submit the Intent to Bid Form, Appendix A, no later than February 05, 2024. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder shall make no additional stipulations on the Intent to Bid Form or qualify their Bid in any other manner.

#### 1.4.0 ADDENDUM QUESTIONS

All addendum questions must be submitted by **3:00 P.M. on February 12, 2024**.

#### 1.5.0 FACILITIES/BUILDING WALKTHROUGH

All Bidders are strongly encouraged to attend a walkthrough meeting at the facilities and buildings where the Self Provisioned Fiber (SPF) will be installed. The walkthrough meeting will begin promptly at the time specified whereby any/or all questions regarding the (SPF) project will be answered by the District. The walkthrough meeting is scheduled for **11:00 AM, February 05, 2024 at Educational Service Center, 4228 Two Mile Road, Bay City, MI 48706**.

### 2.0.0 BIDDER INSTRUCTIONS

#### 2.1.0 BID OPENING

All Bid responses to this RFP must be in duplicate in a sealed opaque envelope labeled as follows: *Self-Provisioned Fiber Maintenance - FY2024 USF Bid* and “**2:00 PM, March 11, 2024**”. *The bidder must also upload a complete electronic copy of their bid on the Triple R bidder portal no later than 2:00 PM, March 11, 2024. The bidder must contact Jeremy Flores at [jeremy@triple-r.us](mailto:jeremy@triple-r.us) to request access into the bidder portal for bid submission.*

2.1.1 No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

2.1.2 No Bids will be considered after **2:00 PM, March 11, 2024**.

2.1.3 The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.

**2.1.4** All timely submitted Bids received by the District will be opened at the Educational Service Center, 4228 Two Mile Road, Bay City, MI 48706 at **2:15 PM, March 11, 2024** for recommendation to the Board of Education at a future regularly scheduled meeting.

**2.1.5** If the District is closed due to unforeseen circumstances on the bid opening date, Bids will still be opened using the bidder portal for all properly submitted bids uploaded to the bidder portal by **2:15 PM, March 11, 2024**. The district must receive the paper copy from the bidder within three days of the bid opening date or the bid is subject to rejection.

**2.2.0 BID BONDS**

The Bidder shall submit a five percent (5%) Bid Bond, of the total base Bid price, made payable to **BAISD Consortium**, with the sealed Bid. Any Bids received without a Bid Bond will be rejected by the District.

**2.3.0 CLARIFICATIONS AND CORRECTIONS**

Direct all questions regarding this RFP by email to: **Michael Verschaeve at: [erate@baisd.net](mailto:erate@baisd.net)**. The resulting answers, along with the questions shall be posted on the USAC website.

**2.4.0 GENERAL REQUIREMENTS**

**2.4.1** The District or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.

**2.4.2** This RFP for (SPF) is not an offer to enter into a contract, but rather a solicitation for Bids.

**2.4.3** The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.

**2.4.4** The District reserves the unconditional right to reject any Bid submitted without a five percent (5%) Bid Bond, signed Bid Signature Page, Bill of Materials, Familial Disclosure Affidavit, Iran Linked Business Affidavit, and list of four (4) references.

**2.5.0 BID IDENTIFICATION REQUIREMENTS**

The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

**2.5.1** The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix B, in long hand, in ink, by an authorized representative.

**2.5.2** The Bidder shall complete and submit, along with the Bid, a Bill of Materials, Appendix C, summarizing the details of the Bid.

**2.5.3** The submitted Bid shall include a Familial Disclosure Affidavit form, Appendix D, which is properly completed, signed by an authorized representative of the Bidder, and notarized with an affixed, raised notary seal.

**2.5.4** The submitted Bid shall include a list of at least four (4) references, one (1) of which must be a school or school district, for similar work performed within the past three (3) years.

**2.5.5** The Bid shall be accompanied by a sworn and notarized affidavit that represents and warrants that the bidder, including its officers, directors, and employees, is not an “Iran Linked Business” within the meaning of the applicable Michigan Public Act No. 517 of 2012, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The Board of Education will not accept a Bid that does not include the sworn and notarized Iran Linked Affidavit, Appendix E. Bids in non-compliance with this request are subject to rejection.

**2.6.0 BLUEPRINTS AND DRAWINGS**

Blueprints and/or drawings of the facilities will be made available to the Bidder by the District in the following manner:

2.6.1 The District shall provide drawings per request on the Intent to Bid Form. (Appendix A)

2.7.0 **DEFINITIONS**

The foregoing definitions are made available for this Request for Proposals (RFP) only.

2.7.1 **Alternate Bid** – An amount stated in the Bid to be added or subtracted from the amount of the Base Bid, if said change in the Scope of Work, method of construction and/or materials is accepted by the District.

2.7.2 **Base Bid** – The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the Alternate Bid, if any.

2.7.3 **Bid(s)** – A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.

2.7.4 **Bidder(s)** – Business Entities and/or Person(s) submitting the Bid.

2.7.5 **District** – BAISD Consortium

2.7.6 **Selected Vendor/Contractor** – The Bidder(s) receiving formal notice of acceptance of his/her Bid(s) and has been duly served by an officer *or* agent of the District duly authorized to give such notice.

2.7.7 **Self-Provisioned Fiber** – Wide Area Network (WAN) owned by the District.

**3.0.0 GENERAL CONDITIONS**

**3.1.0 SUMMARY**

The purpose of this Self-Provisioned Fiber RFP is to provide the necessary performance guidelines and criteria, bandwidth specifications, connectivity requirements, locations, and timelines so that all potential Bidders may Bid their best solution(s) at the required USAC/SLD Lowest Corresponding Price (LCP) for E-rate reimbursements. Bidders shall adhere to all the technical requirements herein this RFP.

**3.2.0 RIGHTS OF ACCEPTANCE OR REJECTION**

The District’s Board of Education reserves the right to reject any or all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

**3.3.0 QUALIFICATION OF BIDDERS**

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder’s ability to perform as needed and the suitability of the products and/or services included in the Bid as described in sections 3.4.0 and 3.5.0. **Each Bidder, by submitting a Bid, represents that:**

- 3.3.1 The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.
- 3.3.2 The Bidder has the option to visit the District work site and familiarize themselves with the local conditions under which the work is to be performed.
- 3.3.3 The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the District.
- 3.3.4 The Bidder who does not attend the walkthrough meeting as scheduled section (1.3.0) may be disqualified at the District’s discretion.

**3.4.0 VARIANCE AND PRICE**

Any variance from the specifications in section 8.0.0 of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the selected vendor/contractor provider regardless of whether the District changes the quantity of the item or unit needed.

**3.5.0 MANUFACTURER(S) BRANDS/MODEL NUMBERS**

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

**3.6.0 MANUFACTURER(S) SUBSTITUTIONS**

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District and approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

**3.7.0 MANUFACTURER(S) DISCOUNTS**

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

**3.8.0 CLEAN-UP**

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor/contractor.

**3.9.0 ROYALTIES AND PATENTS**

The selected vendor/contractor must pay for all royalties, copyright, trademark, and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

**3.10.0 ADDENDA**

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum. Any addendum issued during the bidding time will become part of the specifications and posted on the USAC website as set forth in section 2.3.0.

**3.10.1** No verbal statements by the District will be considered as binding or enforceable against the District.

**3.10.2** All requests for clarifications or modifications must be submitted as per section 1.4.0.

**3.11.0 FEDERAL, STATE AND LOCAL TAXES**

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state, and local codes, and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

**3.12.0 PROJECT IMPLEMENTATION**

The selected vendor/contractor shall have sufficient resources to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements in section 6.0.0 of this RFP.

**3.13.0 NO DISCRIMINATION**

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

**3.14.0 NO SMOKING POLICY**

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All Bidders shall comply with this no smoking policy.

**3.15.0 PRODUCTS AND SERVICES SPECIFICATIONS**

It is the intent of the specifications in section 8.0.0 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes, and distributes products and services to the school market.

**3.16.0 VARIATIONS FROM SPECIFICATIONS**

All variations from the specified products and/or services, section 8.0.0, must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases.

**3.16.1** The District reserves the right to increase or decrease quantities or modify the specifications.

**3.16.2** The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

**3.17.0 PARTIAL BIDS**

Partial Bids will be considered, where appropriate.

**3.18.0 CANCELLATIONS**

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

**3.19.0 WITHDRAWAL OF BIDS**

Upon presentation of proper identification, any Bidder may withdraw his/her Bid at any time prior to the scheduled Bid Opening date and time, section 2.1.0. No Bid shall be withdrawn for a period of ninety (90) days after the Bid Opening date and time.

**3.20.0 BID EVALUATIONS**

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the District.

**3.20.1** It is the intent of the District to award the contract to the Bidder submitting the “best” cost effective Bid for the project; provided the Bid has been properly submitted and delivered, including all required documentation herewith, and considered reasonable in price.

**3.20.2** Price being the primary factor, consideration, other than price alone, may be used in determining the most successful Bid, such as technical experience, local service and support, and experience in educational environments.

**3.20.3** The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the unconditional right to accept or reject any or all Bids.

**3.21.0 NOTICE OF AWARD**

The Bidder will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.



**4.0.0 UNIVERSAL SERVICE FUND (USF) CONDITIONS**

**4.1.0 IDENTIFICATION NUMBER**

The service provider’s USF Service Provider Identification Number (SPIN) *must* be included in the Bid. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.

**4.2.0 FY2024 FUNDING REQUESTS**

The specified products and/or services are to be provided for FY2024 (July 1, 2024-June 30, 2025) and must qualify for universal service discounts under the FY2024 universal service support mechanism, E-Rate. The *E-rate Modernization Order* permits applicants to seek support for Category 2 eligible non-recurring services purchased on or after April 1, three months prior to the start of the funding year on July 1. No invoices to USAC/SLD will be DATED or PAID before July 1, 2024.

**4.3.0 UNIVERSAL SERVICE DISCOUNTS**

The service provider contract is conditional upon the District receiving universal service discounts under the FY2024 universal service support mechanism, E-Rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.

**4.4.0 UNIVERSAL SERVICE DISCOUNT IMPLEMENTATION**

The District reserves the unrestricted right to specify the filing option for the universal service discounts for each product and/or service offered within a Bid: Billed Entity Applicant Reimbursement (BEAR) *or* Service Provider Invoice (SPI).

**4.5.0 ELIGIBLE PRODUCTS AND SERVICES**

The USF eligible products and/or services identified on the USAC FY2024 Eligible Services List, which is incorporated herein by reference, must be identified separately from any and all “ineligible” products and/or services in the Bid.

**4.6.0 PROJECT FUNDING REQUIREMENTS**

This project is entirely conditional upon receiving written notification in the form of a Funding Commitment Decision Letter from the USAC/SLD that the District has been approved for E-Rate Funding. If the District receives less than the full E-Rate Funding for which it applies, the District has the unrestricted right to reduce the number of units and services in the accepted Bid. In the event that E-Rate Funding is not available for the accepted Bid, District, in its discretion, may cancel and/or modify the Scope of Work (SOW) and subsequent purchases requested in this RFP.

**4.7.0 LOWEST CORRESPONDING PRICE**

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate applicant for similar services. Service Providers cannot charge E-rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.

**5.0.0 SCOPE OF WORK**

**5.1.0 GENERAL DESCRIPTION**

The general description of the Scope of Work (SOW) for this project is to provide the District with a **Self-Provisioned Fiber (SPF) system Rebuild** connecting 17 buildings back to Bay Arenac ISD Administration Building, 13 Buildings back to Handy Middle School and 6 buildings back to Cramer Junior High School. The current SPF is over 20 years old and has been degraded over time from line breaks and line damage as well as a need for new fiber to locations that do not have any fiber connectivity. The SOW consists of providing the labor, equipment, supplies and materials, and all operations necessary for the successful rebuild, design and installation of a fully-functional, outside fiber optic network, in accordance with the specifications and the accompanying drawings included herewith this RFP. The selected vendor/contractor shall not be required to install any fiber patch cables nor connect any network electronics to the fiber optic network. In addition to the forgoing SOW, all Bids must comply with all sections of this RFP and the Products and Services Specifications set forth in sections 8.0.0 through 10.0.0.

**5.2.0 SPF SITE LOCATIONS**

**5.2.1** The District shall provide any available documentation regarding each building’s engineering and end-point terminations, where applicable.

Building Name	Address	City	State	Zip
Bay Arenac ISD Administration Building	4228 Two Mile Rd	Bay City	MI	48706
Bay Arenac ISD Career Center	4155 Monitor Rd	Bay City	MI	48706
Living And Learning Center - Arenac	2032 Pine River Road	Standish	MI	48658
Living And Learning Center - Bay	1435 Center Road	Essexville	MI	48732
Handy Middle School	601 Blend St.	Bay City	MI	48706
John Glenn High School	3201 E. Kiesel Road	Bay City	MI	48706
Cramer Junior High School	313 Pine Street	Essexville	MI	48732
Pinconning High School	605 W. 5th Street	Pinconning	MI	48650
Standish-Sterling Central High School	2401 Grove Road	Standish	MI	48658
Au Gres-Sims High School	140 S Court Street	Au Gres	MI	48703
Whittemore Area High School	620 N Bullock Street	Whittemore	MI	48770
Iosco RESA	27 N. Rempert Road	Tawas	MI	48763
Alternative Educational Academy of Iosco County	40 West M55	Tawas City	MI	48163
IRESA HW Building	825 2nde Street	Tawas City	MI	48763
IOSCO RESA Special Education	27 North Rempert Road	Tawas City	MI	48763
Hale Area Schools	311 North Washington	Hale	MI	48739
Oscoda Area High School	3550 East River	Oscoda	MI	48750
Auburn Elementary School	301 East Midland Rd	Auburn	MI	48611
Bay City Central High School	1624 Columbus Ave	Bay City	MI	48706
Bay City Eastern High School	201 Woodside Ln	Bay City	MI	48706
Bay City Schools Administration Office	910 Walnut St.	Bay City	MI	48706
Bay City Western High School	500 West Midland Rd	Auburn	MI	48611
Hampton Elementary School	1908 West Young Ditch Rd	Bay City	MI	48706
Handy Middle School	601 Blend St.	Bay City	MI	48706
Kolb Elementary School	305 West Crump St	Bay City	MI	48706
Lindsay Elementary School	607 Lasalle St	Bay City	MI	48706
MacGregor Elementary School	1012 Fremont St	Bay City	MI	48706
Mackensen Elementary School	5535 Dennis Dr	Bay City	MI	48706
McAlear-Sawden Elem. School	2300 Midland Rd	Bay City	MI	48706
Washington Elementary School	1821 Mckinley St	Bay City	MI	48706

Building Name	Address	City	State	Zip
Western Middle School	500 West Midland Rd	Auburn	MI	48611
Garber High School	213 Pine Street	Essexville	MI	48732
Hughes Elementary School	805 Langstaff Street	Essexville	MI	48732
Mark Jaffe Administration Building	303 Pine Street	Essexville	MI	48732
Verellen Elementary School	612 Borton Road	Essexville	MI	48732
W.R. Bush Elementary School	800 Nebobish Avenue	Essexville	MI	48732

**5.3.0 SCOPE OF WORK DESCRIPTION**

The BAISD Consortium will bid the self-provisioned fiber project in four different sections:

1. This section of the project consists of a rebuild of the existing BAISD Consortium fiber plant. The rebuild will provide 12 strands to each building. For existing and new route paths, see KMZ file provided to any bidder that submits an Intent to Bid Form”. The existing fiber plant consist approximately 106 miles of fiber and the new route will be approximately 60 miles. The bidder may reuse any existing building entrances where applicable with approval from the District. The provided KMZ file details the proposed routes.
2. This section of the project consist of new fiber build from Essexville-Hampton Public School’s Cramer Junior High School to five other building sites. The total estimated mileage is 3.5 miles. The rebuild will provide 12 strands to each building. The provided KMZ file details the proposed routes.
3. This section of the project consists of fiber rebuild Bay City Public Schools entire existing fiber plant. The total estimated mileage is 17 miles. The rebuild will provide 12 strands to each building. The bidder may reuse any existing building entrances where applicable with approval from the District. The bidder is also required to wreck out the existing fiber except for the fiber that is in any existing conduit owned and maintained by Charter Communications. The existing fiber cannot be wrecked out until the new fiber is in place and lit. The provided KMZ file details the routes which converts the existing aerial plant to an underground plant.
4. This section of the project consist of new fiber builds from BAISD Consortium to Iosco RESA and all the local districts. The fiber build will also include fiber runs between Iosco RESA Administration Building connecting the local districts as well as three of the Iosco RESA buildings. The total estimated mileage is 37 miles. The rebuild will provide 12 strands to each building. The provided KMZ file details the proposed routes.

**Note: The bidder must also make sure all bid responses include the necessary tree trimming for all fiber routes.**

**5.4.0 PROPOSED SPF ROUTES/PERMITS**

- 5.3.1 Since this request is for a fiber rebuild the District already has an existing route(s) for the SPF, which will be provided after submitting an Intent to Bid Form (Appendix A) and selecting yes to request drawings.
- 5.3.2 The selected vendor/contractor shall verify the viability of the route(s) and in the case of any changes or revisions, promptly notify the District of the proposed changes and any alternative(s).
- 5.3.3 The selected vendor/contractor shall provide the engineering and permitting for constructing the route(s) proposed by the District. Also, the District will consider alternative routes and will choose the most cost-effective route in accordance with E-rate program guidance.
- 5.3.4 The selected vendor may over lash new fiber over the existing fiber when appropriate.
- 5.3.5 The selected vendor/contractor shall field the proposed route(s) to obtain footages, pole locations, anchor locations, underground routing, etc., and any information necessary to fulfill the permit application requirements of all utilities and/or municipalities associated with the route(s).
- 5.3.6 The selected vendor/contractor shall overlay the fiber optic design onto routes, including FOC strand count(s), storage locations, and splice locations.

5.3.7 The selected vendor/contractor shall complete, submit, and follow-up until approval, all permit applications to the necessary authorities. In cases where access to certain permit authorities are required by the District (i.e., MDOT), the District shall work with the selected vendor/contractor to grant such access, as necessary.

5.3.8 The selected vendor will be responsible for the registration of any Miss Dig locations in the SPF build.

**5.5.0 SELECTED VENDOR/CONTRACTOR RESPONSIBILITY**

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to the District. The District and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work. **The awarded Bidder shall:**

5.4.1 Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation interfaces for a Self-Provisioned Fiber (SPF) project.

5.4.2 Have sufficient resources to complete the SOW within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to complete the SOW within the specified timeframe.

5.4.3 Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the (SPF) system installed at the District.

5.4.4 Install all cables in accordance with the Product and Services Specifications and/or manufacturer's recommendations and best industry practices.

5.4.5 Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all components of the system; racks, cables, panels, and outlets.

5.4.6 Install a fire stop system in accordance with the specifications and/or manufacturer's recommendations which shall be completely installed and available for inspection by the local inspection authorities prior to (SPF) system acceptance, section 8.6.0.

5.4.7 Provide a written guarantee/warranty covering the installed (SPF) system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of seven (7) years.

**6.0.0 TIMELINE REQUIREMENTS**

**6.1.0 PROJECT TIMELINE**

The selected vendor/contractor shall have sufficient resources to complete the SOW, section 5.0.0, within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

RFP available on-line <i>or</i> for pickup .....	[January 29, 2024]
Walk Through..... [11:00 AM]. .....	[February 05, 2024]
Sealed Bids Due .....	[2:00 PM]. .....
Sealed Bids Opened .....	[2:15 PM]. .....
Sign Contracts/approve Implementation Schedule .....	[March 11, 2024]
Sign Contracts/approve Implementation Schedule .....	[March 20, 2024]
Final Board Approval .....	[March 11, 2024]
Final Board Approval .....	[April 15, 2024]
Installation Begins .....	[July 01, 2024]
Installation Complete .....	[June 30, 2025]

**6.2.0 SCOPE OF WORK SCHEDULES**

If or when the school buildings specified in the SOW are occupied with students and school is in session, the selected vendor/contractor is expected to perform the project after school hours and without any additional costs to the District. Areas of the school buildings that are otherwise unoccupied with students and whereby instruction is not disturbed, the selected vendor/contractor may perform the SOW with prior written authorization from the District.

**6.3.0 PROJECT IMPLEMENTATION SCHEDULES**

All Bidders shall provide the District with a project implementation schedule that adheres to the timeline requirements stated above, section 6.1.0. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without disruption to school building instruction, activities, and meetings. This said project implementation schedule must be agreed upon by both the vendor/contractor and the District and shall be incorporated as part of the awarded contract.

**7.0.0 AWARDED CONTRACT REQUIREMENTS****7.1.0 CONTRACT EXECUTION**

The Bidder shall render, deliver, and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work and in compliance with section 4.6.0.

**7.2.0 SEPARATE CONTRACTS**

The District reserves the unrestricted right to award different portions of the project, as broken out in the Bill of Materials, Appendix C, to separate vendors/contractors as separate contracts. Said separate contracts shall be based on the District's evaluation and interpretation of the "most cost effective" means for the District to complete the SOW for this project.

**7.3.0 CHANGES TO SCOPE OF WORK**

The District, without invalidating the Contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All said changes in the SOW shall be authorized by written "Change Order(s)", signed by the District, and will be executed under applicable condition of contract documents.

**7.3.1** The Contract Sum and The Contract Time may be changed only in writing.

**7.3.2** The cost or credit to the District from all "Change Order(s)" shall be determined by mutual, written, agreement.

**7.3.3** The District will not pay invoices for work performed by verbal authorization.

**7.4.0 PERFORMANCE BOND REQUIREMENTS**

The Bidder shall furnish a Performance Bond covering the faithful performance of the awarded contract and a labor and material payment Bond in the TOTAL amount of the Bid in such form and with such sureties as the District shall approve, which such approval will not be unreasonably withheld. If the selected vendor/contractor defaults, neglects or fails to perform any provisions of the awarded contract, the District may, at its discretion, and after seven (7) days written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default.

**7.4.1** The selected vendor/contractor shall provide, and present with the sealed Bid, a bid bond or cashier's check in the amount equaling five percent (5%) of the Bid total.

**7.4.2** The selected vendor/contractor shall provide, and maintain in force, a bond with surety, and on forms approved by the District in the amount of one-hundred percent (100%) of the contract amount that the selected vendor/contractor shall promptly and faithfully perform all obligations under the awarded contract.

**7.4.3** The selected vendor/contractor shall provide and maintain, in force, a bond with Surety and on forms approved by the District that selected vendor/contractor shall make payment to all claimants for all labor and material used or reasonably required for use in the performance of the awarded contract.

**7.4.4** Final Bid price may not exclude costs to secure or hold performance or bid bonds.

**7.5.0 TERMINATION OF AWARDED CONTRACTS**

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract and/or fails to perform any provision of the awarded contract, the District may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the District.

**7.6.0 EMPLOYMENT PRACTICES**

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", section 3.12.0.

**The selected vendor/contractor shall also:**

- 7.6.1 Provide all selected vendor/contractor employees with picture ID.
- 7.6.2 Upon arrival and departure, have all employees sign in and out at the main office for each school building location.
- 7.6.3 Supply the District, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the District.

**7.7.0 SELECTED VENDOR/CONTRACTOR PERFORMANCE**

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, section 5.0.0, and the Timeline Requirements, section 6.0.0. **The selected vendor/contractor shall also:**

- 7.7.1 Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
- 7.7.2 At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
- 7.7.3 Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
- 7.7.4 Be responsible for the acts and omissions of all his employees and all Subcontractors, if any, their agents and employees and all other persons performing any of the work under a contract with the selected vendor/contractor.

**7.8.0 SUBCONTRACTOR PERFORMANCE**

A Subcontractor is a person, firm, company, or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the District to complete the SOW, section 5.0.0. The selected Bidder shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the District objects and may withdraw their Bid or submit an acceptable substitute.

**7.9.0 SUPPLEMENTAL INFORMATION REQUESTS**

The Bidder shall be prepared to provide the District, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. **The District may request all Bidders to also submit, within ten (10) days of being notified, the following:**

- 7.9.1 The Bidder’s performance record(s).
- 7.9.2 An itemized list of the Bidder’s equipment, plant, and personnel.
- 7.9.3 The Bidder’s financial statement(s).
- 7.9.4 A description of any project, which the Bidder has completed in a satisfactory manner.
- 7.9.5 Any additional information that will satisfy the District that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
- 7.9.6 A description of any other project(s) that will be performed simultaneously with the District’s project(s).
- 7.9.7 A statement regarding any past, present or pending litigation for contracted products and services.

**7.10.0 INSPECTIONS**

The District and its agents have the right to inspect the selected vendor/contractor’s work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

- 7.10.1 Prior to the start of the SPF project, the selected vendor/contractor will have materials on site and available for inspection by the District’s designated authorized representative. All cable reels must be inspected by an authorized representative of the District prior to installation.
- 7.10.2 All equipment used for the SPF project must be compliant with the specified part numbers contained in the successful Bid.
- 7.10.3 Prior to completion of the work, all ceiling tiles will be left open until the District has inspected the work. After said inspections, the selected vendor/contractor will replace all ceiling tiles.

**7.11.0 INVOICE/PAYMENT REQUIREMENTS**

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the District. All invoices must comply with the USF E-Rate Conditions, section 4.6.0. No invoices will be DATED or PAID before July 1, 2024. **Payments will be paid NET 30 days AFTER:**

- 7.11.1 Acceptance by the District of “AS-BUILT” drawing(s) in **both** paper and electronic copy per section 10.2.0.
- 7.11.2 After installation of the SPF and each single mode fiber strand is tested per section 8.5.0
- 7.11.3 When applying for payments, the selected vendor/contractor shall submit to the District an itemized invoice based upon the installation schedule and supporting documentation required herein.
- 7.11.4 The project shall be considered complete when the SOW has been completed, accepted by the District and the following items are furnished; a) required guarantees, b) test documentation, and c) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
- 7.11.5 Payment may be withheld by the District for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Subcontractors, and/or d) damages to the District or another Contractor.

**7.12.0 GUARANTEES**

The selected vendor(s)/contractor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, seven (7) years or the manufacture warranty whichever is longer after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the seven (7) year period must be corrected or replaced within thirty (30) days.

**7.13.0 WARRANTIES**

The selected vendor/contractor(s) must furnish the District written warranty documentation. This warranty documentation should include cable and connectivity components and have one (1) point of contact person for all (SPF) system issues, where applicable.

- 7.13.1 The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid, is new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the Product and Services Specifications in this RFP.
- 7.13.2 The warranty shall provide a complete system warranty to guarantee an end-to-end high performance (SPF) system that meets the system application requirements. The (SPF) system shall be warranted under this provision for seven (7) years or manufacture warranty, whichever is longer.
- 7.13.3 If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the warranty, they may replace it with a new or reconditioned product of similar or same design.
- 7.13.4 Any such repairs or replacement by the manufacturer will be warranted for either a) ninety (90) days or b) the remainder of the original seven (7) year warranty period, whichever is longer.



**7.14.0 CORRECTION OF WORK**

The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defects is due to faulty materials, equipment or workmanship which appear within a period of seven (7) years from the date of completion of the contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any Subcontractors.

**7.15.0 RIGHT TO REJECT OR STOP THE WORK**

The District may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

**7.16.0 INDEMNIFICATION**

The selected vendor/contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor, and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the District or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**7.17.0 FORCE MAJEURE**

Except for the District's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

**7.18.0 LIABILITY REQUIREMENTS**

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to 1) all employees on the project and other persons who may be affected thereby, 2) all the SOW and all materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto.

**7.18.1** The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

**7.18.2** All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District.

**7.19.0 INSURANCE REQUIREMENTS**

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage **and BAISD Consortium is named as additional insured on said policy**. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. **As a condition of performing work as a vendor/contractor, you must provide the District with satisfactory evidence of insurance coverage as follows:**

- 7.19.1 Workers Compensation and Employer's Liability Insurance covering your statutory obligations in the State of Michigan.
- 7.19.2 Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
- 7.19.3 Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent Contractors, contractual and products-completed operations with limits of liability as follows:
  - 7.19.3.1 If your policy is written on the 1986 ISO Simplified form, minimum limits are as follows:
    - \$1,000,000 Occurrence
    - \$2,000,000 General Aggregate
    - \$2,000,000 Product-Completed Operations AggregateIf your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
  - 7.19.3.2 If your policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:
    - \$1,000,000 Occurrence (bodily injury & property damage combined)
    - \$1,000,000 Aggregate (applicable to products-completed operations only)
  - 7.19.3.3 Products-completed operations liability must be maintained for not less than one (1) year after acceptance of completion of your work.
- 7.19.4 Evidence of your insurance coverage's, required herein, is to be provided to the District on Accord Certificate form 25 or 25-S and must indicate the following:
  - 7.19.4.1 That your Commercial General Liability insurance policy includes coverage for items specified in 7.19.3 above.
  - 7.19.4.2 A "Best" rating for each of your insurance carriers at B+ VII or better.
  - 7.19.4.3 That the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
  - 7.19.4.4 That BAISD Consortium are additional insured on the General Liability policy certificate.
  - 7.19.4.5 Any deviations in coverage provided by the Standard 1986 ISO Simplified General Liability policy form, and any deductible over \$1,000 applicable to any coverage.
  - 7.19.4.6 General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess policies.
  - 7.19.4.7 The District does not carry theft, glass breakage, or builders risk insurance. The selected vendor/contractor will make arrangements if these coverages are desired. The selected vendor/contractor must provide an Installation Floater for the value of the contract to protect the District. The selected vendor/contractor must furnish to the District, a binder certifying each insurance policy required.

**7.20.0 MISCELLANEOUS CONTRACT PROVISIONS**

The awarded contract will be governed by the laws of the State of Michigan. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized District representative.

## PRODUCTS AND SERVICES SPECIFICATIONS

### 8.0.0 SELF-PROVISIONED FIBER (SPF) SPECIFICATIONS

#### 8.1.0 INTRODUCTION

These Product and Services Specifications provide the Bidder with the requirements for an end-to-end Self-Provisioned Fiber (SPF) system that includes all necessary engineering, permitting, materials, installation equipment, services, configuration, coordination, installation, testing, documentation, and warranties requested by the District in this RFP. The intent of the (SPF) specifications is to provide relevant information that allows the Bidder to bid the engineering, permitting, labor, supervision, tooling, materials, and miscellaneous mounting hardware and consumables to install a complete (SPF) system.

- 8.1.1 The selected vendor/contractor is responsible for proposing any/all items required for a complete (SPF) system even though it may not be identified in the specifications incorporated herein, drawings and/or Bill of Materials, Appendix C, attached with the Bid.
- 8.1.2 The successful Bidder shall meet or exceed all requirements for the (SPF) system described in this RFP and any Bid attachment documents provided by the District.
- 8.1.3 If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

#### 8.2.0 APPLICABLE DOCUMENTS

The (SPF) system described within the specifications is derived, in part, from the recommendations in industry standard manuals and documents. The Bidder is responsible for determining and adhering to the most recent release of applicable documents when developing their proposal for the (SPF) installation. The following list of applicable documents has influence on the desired (SPF) system and is incorporated herein by reference.

- 8.2.1
  - 1) All technical specification and associated drawings provided by the District
  - 2) Local Building, Fire, and Right-of-Way Codes, along with Utilities specifications.
  - 3) BICSI's Information Technology Systems Installation Methods Manual (ITSIMM) latest edition
  - 4) BICSI's Telecommunications Distribution Methods Manual (TDMM) latest Edition
  - 5) National Fire Protection Agency (NFPA) - 70, National Electrical Code (NEC) – *latest Edition*
- 8.2.2 If a conflict exists between the applicable documents, then the aforementioned numeric list of applicable documents shall dictate the order of precedence in resolving such conflicts. This order of precedence shall be maintained unless a lesser order document has been adopted as code by a local, state, or federal entity. If a conflict further exists, documents adopted as code shall take precedence.
- 8.2.3 If the specifications incorporated herein and any of the aforementioned applicable documents are in conflict with each other, then the more stringent requirement shall apply. All applicable documents listed are, to the best of the District's knowledge, considered to be the most current releases of said documents.

#### 8.3.0 PURPOSE AND BIDDER RESPONSIBILITIES

The intent of these (SPF) specifications is to make available to all Bidders a standard specification for (SPF) installation(s) in all K-12 educational facilities identified in the SOW, section 5.0.0.

- 8.3.1 The (SPF) specifications identify the minimum performance criteria for the components and sub-systems encompassing a complete (SPF) system that shall accommodate the District's Infrastructure Requirements, section 5.3.0.
- 8.3.2 The product specifications, general design considerations, and installation guidelines are incorporated herein this RFP.
- 8.3.3 Typical installation details, cable routing and outlet types for the specific educational facilities will be provided by the District herein this RFP.
- 8.3.4 The successful Bidder is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the (SPF) system installed at the District.

- 8.3.5** The forgoing specifications define the (SPF) system and subsystem components including cable, termination hardware, supporting hardware, and miscellany required to furnish and install a complete (SPF) system supporting data and fiber.

**8.4.0 SELF-PROVISIONED FIBER (SPF) SYSTEM REQUIREMENTS**

Fiber strands are to be 9/125-micron, single mode, Corning SMF-28E or equivalent. The optical fiber cable will be of loose tube (filled or water blocking tape), single jacket/single armored construction for all applications. All underground shall be installed in 1.25" outdoor grade conduit. The maximum allowed fiber attenuations shall be .35/.25 dB/km at 1310/1550 nm. The attenuation shall not vary by greater than 0.10 dB/km across the operating temperature range of the cable (measured at 1300 nm). In addition, the selected vendor/contractor shall adhere to all the following (SPF) system specifications.

- 8.4.1 Fiber Cable Reels** - The selected vendor/contractor shall supply a copy of the factory test results for each reel to the District. If there is visible damage to the reel, and the reel is accepted at delivery, the selected vendor/contractor shall be responsible for ensuring that the integrity of the fiber strands has not been compromised.

**8.4.1.1** All cables must be new from the manufacturer. Re-reeled cable shall not be accepted.

**8.4.1.2** All cable splicing shall be of fusion type. Mechanical splices will not be accepted. Maximum estimated loss to be no greater than .05dB. All splices must be recorded for estimated loss and results presented to the District.

- 8.4.2 Facilities Environment** - Each building identified in the SOW, section 5.0.0, has one (1) Main Distribution Facility (MDF) room. All fiber cable(s) will be rack mounted in these MDF locations.

**8.4.2.1** It is recommended that each Bidder visits each facility to confirm the SOW conditions, per section 1.3.0.

**8.4.2.2** Bidders may request, from the District, a copy of the blueprints and/or drawings, per section 2.6.0.

**8.4.2.3** All proposed building entrances and interior routes are to be coordinated with and approved by a representative for the District.

**8.4.2.4** All above-grade entrances will 2.0" or larger PVC conduit, with appropriate LB's and clamps/straps as needed to secure the conduit to the building. All entrance penetrations will be sealed to avoid moisture from entering the building.

**8.4.2.5** All below-grade entrances will be sealed to avoid moisture from entering the building.

**8.4.2.6** The selected vendor/contractor is responsible for coring and sleeve installation through walls as necessary to rout fiber optic cable into the designated facilities.

**8.4.2.7** All interior cables will be routed through flex plenum-rated duct from entrance point to the building MDF. The selected vendor/contractor will be responsible for installing pathway(s) if it is not currently present.

**8.4.2.8** The selected vendor/contractor is responsible for fire stopping both sides of any penetrations they install in walls intended for the new fiber optic cable. (section 8.6.0)

**8.4.2.9** All interior routes that are 50' or longer from the entrance point will require the fiber cable to be transitioned to plenum-rated interior cable. Outdoor or indoor/outdoor-rated cable will not be accepted for lengths exceeding 50'.

**8.4.2.10** The selected vendor/contractor will abate any existing cable in each building, where applicable, and will properly dispose of such cable at the selected vendor/contractors' expense.

- 8.4.3 Outdoor Splice Capsules** - All outdoor splice capsules shall be hung from the strand with proper brackets, and tail(s) shall be secured to the strand. Any return bends in the cable(s) shall be stored in sno-shoes of the proper size to meet the cable manufacturer's minimum bend radius.

**8.4.3.1** Locations involving cables of 48 strands as the largest: Use CommScope 450B6, Preformed/Coyote PUP 8006622 or other approved equivalent.

- 8.4.3.2** Locations involving cables of 49-144 strands as the largest: Use CommScope 450D6, Preformed/Coyote Dome 8006877 or other approved equivalent.
- 8.4.3.3** All capsules shall contain sufficient and proper trays to hold single-fusion, heat shrunk splices and for the storage of unused buffer tubes (if applicable). Splices will be held in place by manufacturer provided receptacles. RTV, tape, or other non-standard methods will not be accepted.
- 8.4.3.4** The selected vendor/contractor shall not be required to install any fiber patch cables nor connect any network electronics to the fiber optic network.
- 8.4.4 Termination Shelves** - All indoor fiber termination shelves to be rack-mounted, with strain relief for the cable(s) to be terminated, and trays/brackets for the proper storage of single-fusion, heat shrunk splices. All connector panels shall be SC-type single-mode, blue in color. All termination shelves shall be clearly labeled.
- 8.4.4.1** All strands to be terminated shall be manufactured 1-meter single-mode pigtails with SC-type connector fusion spliced to the strand. No mechanical or epoxy/polished connectors attached directly to the strands will be accepted.
- 8.4.4.2** A storage coil of cable, 20' minimum in length, shall be left as close to the termination shelf as possible. Coil shall be no smaller than the cable manufacturer's minimum bend radius and shall be neatly attached with clamps or brackets as needed. Locations involving terminations of 0-24 strands, the shelf shall be 1RU in height. Locations involving 25-144 terminations, the shelf shall be 4RU in height.
- 8.4.5 Fiber Installation** - Installation of the fiber optic cable shall be in strict compliance with the manufacturer's recommendations.
- 8.4.5.1** Mechanical aids may be used, provided a tension-measuring device is used at the end of the cable and does not exceed the manufacturer's recommended pulling tension.
- 8.4.5.2** Cable pulling lubricant recommended by the manufacturer shall be used when installing fiber in conduit.
- 8.4.5.3** The selected vendor/contractor shall, at their own expense, replace any cables that have had excess strain and tension applied to them, or otherwise damaged during installation.
- 8.4.6 Aerial Construction** - The selected vendor/contractor shall be responsible for confirming that there is clearance between the installed fiber and other utilities, as well as ground clearance, per the permitted utility's requirements.
- 8.4.6.1** Aerial cable storage locations to be placed every 2000' +/- and shall be 150' in length. In/out footage identification numbers and total storage length shall be recorded.
- 8.4.6.2** Cable shall be supported by lashing to a ¼", 7-wire, EHS galvanized, support strand using industry-standard hardware.
- 8.4.6.3** All anchors shall be 6" screw-type. Strain insulators and yellow guy guards shall be installed at all anchor locations. Guying to other utility's anchors will not be accepted.
- 8.4.6.4** Cable rollers must be placed on the strand at least every 30 feet to support the cable as it is being pulled out.
- 8.4.6.5** All fiber shall be double lashed. All lashing wire will be .045" stainless steel. "D" lashing clamps are required on either side of all attachments. "Speed lashing" will not be accepted.
- 8.4.6.6** Non-lashed cable(s) shall be secured to the strand with plastic strap/spacer combinations of sufficient length for the application. Excess strap tails must be cut off. Zinc or stainless-steel straps will not be accepted. A minimum of four (4) straps/spacers shall be installed per straight-through attachments.

**8.4.6.7** All fiber shall be installed in accordance with the manufacturer’s bend radius and tension rating specifications. All storage loops shall be stored in sno-shoes of the proper size to meet the cable manufacturer’s minimum bend radius.

**8.4.7 Underground Construction** - All underground conduit(s) shall be 1.25” SDR11 HDPE, orange in color, unless otherwise specified.

**8.4.7.1** All conduit(s) shall be installed via horizontal directional boring.

**8.4.7.2** All conduit(s) shall be placed at a minimum 36” depth or deeper, depending on permitting authority’s requirements.

**8.4.7.3** A locate/tracer wire will be placed along with all underground conduit(s). Wire to be 14 gauge, insulated, stainless steel.

**8.4.7.4** All conduit splices shall be of the approved type and size for the conduit. Tape, or any other non-mechanical type of splice is not acceptable.

**8.4.7.5** All underground “vaults” must meet the following specifications: 17" x 30"x 24" polymer concrete enclosure w/15K load rated single piece lid unless otherwise required. The lid shall be marked “FIBEROPTIC” Recommended Manufacturer: Quazite PD2436BB26/PG2436HA00 or *equivalent*.

**8.4.7.5.1** Vaults are to be placed every 650’ +/- of linear underground route.

**8.4.7.5.2** Underground cable storage will be placed in each vault and shall be 100’ in length. In/out footage identification numbers and total storage length shall be recorded.

**8.4.7.6** A pull line or mule tape shall be left in all conduits after cable installation for any future installation(s).

**8.4.7.7** The selected vendor/contractor shall be responsible for all cleanup and restoration of areas disturbed during construction.

**8.4.7.8** The selected vendor/contractor shall be responsible for calling in all locate requests through the MISS DIG system and recording all ticket numbers for those requests.

**8.5.0 SELF-PROVISIONED FIBER (SPF) SYSTEM TESTING**

All cables and termination hardware shall be 100% tested by the selected vendor/contractor for defects in installation and to verify cable performance under installed conditions. All conductors of each installed cable shall be verified useable by the selected vendor/contractor prior to system acceptance. Any defect in the (SPF) system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced to ensure 100% usable conductors in all cables installed.

**8.5.1** The District shall be notified prior to all testing procedures so that they may attend.

**8.5.2** All cables shall be tested in accordance with the specifications contained herein and/or best industry standards and practices.

**8.5.3** If any of these specifications are in conflict, the selected vendor/contractor shall be responsible to bring any discrepancies to the attention of the project team for clarification and/or resolution.

**8.5.4** After installation, each single mode fiber strand will be tested at 1310 nm and 1550 nm.

**8.5.4.1** All single mode optical fiber cables will be tested with an Optical Time Domain Reflectometer (OTDR).

**8.5.4.2** All event thresholds will be set and tested at .01 dB.

**8.5.4.3** All attenuation tests shall be performed with a laser optical power meter at 1310 nm and 1550 nm.

**8.5.4.4** All terminated strands will be tested bi-directionally utilizing a 100-meter launch cable to ensure that all connectors and splices are accurately measured.

**8.5.5** Test documentation shall be provided in an electronic media per the System Documentation specifications, section 10.0.0, within (3) three weeks after completing the (SPF) project.

**8.6.0 FIRE STOP SYSTEMS**

A fire stop system is comprised of the item or items penetrating the fire rated structure; the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Fire stop systems comprise an effective block for fire, heat, vapor, and pressurized water stream.

**8.6.1** All penetrations through fire rated building structures (walls and floors) shall be sealed with an appropriate fire stop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure).

**8.6.2** Any penetrating items i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. shall be properly fire stopped.

**8.6.3** Fire stop systems shall be UL Classified to ASTM E814 (UL 1479) and shall be approved by a qualified Professional Engineer (PE) licensed in the state where the work is to be performed. A drawing showing the proposed fire stopped system, stamped/embossed by the cognizant PE shall be provided to the District’s Technology Director prior to installing the fire stop system(s).

**8.6.4** All fire stop systems shall be installed in accordance with the manufacturer’s recommendations and shall be completely installed and available for inspection by the local inspection authorities prior to (SPF) system acceptance.

**8.7.0 MAKE READY FEES AND PERMIT COSTS**

The selected vendor/contractor shall provide the engineering and permitting for constructing the route(s) proposed by the District.

**8.7.1** The Bidder is required to include its best estimate of make-ready fees and permitting costs in the Bid.

**8.7.1.1** All make-ready fees and permit application costs shall be paid for by the selected vendor/contractor upon approval by the District’s representative *and* in accordance with USAC E-rate requirements for invoicing.

**8.7.1.2** The selected vendor/contractor is responsible for informing the District if and/or when those costs differ from the original cost estimate in the Bid.

**8.7.2** The selected vendor/contractor shall complete, submit, and follow-up until approval by District, of all permit applications to the necessary authorities.

**8.7.2.1** In cases where access to certain permit authorities are required by the District (i.e., MDOT), the District shall work with selected vendor/contractor to grant such access, as necessary.

**9.0.0 SELF-PROVISIONED FIBER (SPF) MAINTENANCE REQUIREMENTS**

The District will require on-going maintenance and operations of the SPF. When pricing maintenance and operations, the Bidder shall include an overview of the fiber maintenance practices including:

**9.0.1** Schedule and perform routine maintenance and inspections.

**9.0.2** Perform Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring.

**9.0.3** Scheduled maintenance windows and scheduling practices for planned outages.

**9.0.4** Handling of unscheduled outages and customer problem reports.

**9.0.5** Contact the assigned district representative before any dig location services are performed.

**9.0.6** Repair and/or replace damaged fiber or fiber that no longer meets specifications.

**9.1.0 (SPF) SYSTEM TAGGING**

The selected vendor/contractor will provide and install identification tags of all exterior (Outside Plant) cables. Such tagging will be done to the following specifications, unless superseded by local utility or municipality requirements.

- 9.1.1 Tags shall be a minimum 6” x 1.5” clip-on, panel type, clip size to match appropriate cable diameter. Tag label will be Black letters on Orange background, unless otherwise specified. Text height to be 0.75” to 1”. Tags will be printed with the District Name, and a contact telephone number provided by the District.
- 9.1.2 Preferred product is William Frick Co “Cable Clipper”, or other approved equivalent.
- 9.1.3 For Aerial applications, tags will be placed at every other pole minimum, all corner poles, and at all splice locations. Where multiple cables are present, only one (1) tag needs to be placed.
- 9.1.4 For Underground applications, one (1) tag will be placed at every vault location.
- 9.1.5 At building entrances, one (1) tag will be placed inside closest to the entry point as practicable.

**10.0.0 SELF-PROVISIONED FIBER (SPF) DOCUMENTATION**

The following sections describe the minimum installation, administration, testing, and as-built documentation required from and/or maintained by the selected vendor/contractor during the entire (SPF) installation project.

- 10.0.1 Drafting all route information into base .dwg file(s) and creating base maps in .dwg (AutoCAD) format.
- 10.0.2 Create charts for all splice and termination locations. The charts shall include location name, closure type, cable strand counts and footage identifiers, date(s) of splicing activity, and estimated splice loss.
- 10.0.3 Copies of all the test results will be provided to District upon completion per section 10.3.0.

**10.1.0 (SPF) SYSTEM LABELING**

The selected vendor/contractor shall develop and submit for approval by the authorized District representative a labeling system for the cable installation. The District will negotiate an appropriate labeling scheme with the selected vendor/contractor. At a minimum, the labeling system shall clearly identify all components of the system: racks, cables, panels, and outlets.

- 10.1.1 The labeling system shall designate the cables’ origin and destination and a unique identifier for the cable within the system. Racks and patch panels shall be labeled to identify the location within the (SPF) system and as follows:
- 10.1.2 Provide location and labeling plan in frame with clear plastic cover in each MDF and/or IDF, where applicable.
- 10.1.3 All labeling information shall be recorded on the “As-Built” diagrams and all test documents shall reflect the appropriate labeling scheme.
- 10.1.4 All label printing will be machine generated using indelible ink ribbons or cartridges.
- 10.1.5 Self-laminating labels will be used on cable jackets, appropriately sized to the OD of the cable, and placed within view at the termination point on each end.
- 10.1.6 Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties.

**10.2.0 “AS-BUILT” DOCUMENTATION**

The selected vendor/contractor shall provide the District with drawings prior to the start of any construction, either in paper and/or electronic format. One (1) set of said drawings shall be kept at a designated location within the District for documenting all “As-Built” information as it occurs during project configuration and installation.

- 10.2.1 Provide installation, administration, testing, and “As-Built” documentation required from and/or maintained by the selected vendor/contractor during the entire (SPF) cabling installation project.



- 10.2.2 The drawings will be maintained by the selected vendor/contractor’s foreman daily and will be available to the District’s authorized representative upon request during the entire project.
- 10.2.3 The selected vendor/contractor shall add (mark-up) any changes and/or deviations to the “As-Built” diagrams as needed. The marked-up drawings will accurately depict the “As-Built” status of the system including termination locations, cable routing, and all administration labeling for the (SPF) system.
- 10.2.4 The selected vendor/contractor shall provide a set of “As-Built” drawing(s) to the District after the project is complete. These said “As-Built” drawing(s) will be submitted to the District in electronic copy, .dwg (AutoCAD) format.
- 10.2.5 The District shall require a narrative that describes any areas of difficulty encountered by the selected vendor/contractor during the installation that may potentially cause future problems with the (SPF) system.

**10.3.0 TESTING DOCUMENTATION**

Test documentation shall be provided on electronic media (CD, Thumb-drive, etc.) within (3) three weeks after completing the project. This said electronic media shall be clearly marked on the outside front cover with the words “Test Results”, Project Name, and Completion Date (month and year).

- 10.3.1 Each Testing Type section of the electronic media files shall include one (1) folder for each test performed; fiber optic attenuation test results, and continuity test results.
- 10.3.2 The test equipment by name, manufacturer, model number and last calibration date will also be provided on the electronic media files. Unless a more frequent calibration cycle is specified by the manufacturer, an annual calibration cycle is anticipated on all test equipment used for this installation.
- 10.3.3 The testing documentation shall detail the test method(s) used and the specific settings of the equipment during the test(s). When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be co-located on the electronic media.
- 10.3.4 In order to read the documentation, a copy of the applicable viewer program shall be placed on the electronic media to read the file(s).

**10.4.0 WARRANTY DOCUMENTATION**

The selected vendor(s)/contractor(s) must furnish the District written warranty documentation. The warranty documentation shall include cable and connectivity components and have one (1) point of contact person for any/all (SPF) system issues, where applicable.

- 10.4.1 The warranty shall cover the installed (SPF) system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of three (3) years from the date of the system installation acceptance by the District.
- 10.4.2 The warranty shall cover all labor and materials necessary to correct any/all failed portion(s) of the (SPF) system and to demonstrate performance within the original installation specifications after repairs are accomplished.
- 10.4.3 The selected vendor/contractor shall provide said (SPF) system warranty at no additional cost(s) to the District.

**APPENDIX A – INTENT TO BID FORM**

*If the Bidder intends to submit a Bid for the Self-Provisioned Fiber (SPF) project at BAISD Consortium, this Intent to Bid Form must be completed and returned via mail or email to the District no later than February 12, 2024.*

Please complete and return to:

**BAISD Consortium  
Michael Verschaeve  
4228 Two Mile Road  
Bay City, MI 48706**

**Phone: 989.667.3250  
Email: erate@baisd.net**

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I will attend the scheduled walkthrough meeting at **Educational Service Center at 11:00 AM, on February 05, 2024.**

Yes  No (Check one)

I would like drawings of existing route(s) for the SPF.

Yes  No (Check one)

Name of Company: \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

**APPENDIX B – BID SIGNATURE PAGE**

*I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, General Conditions, Universal Service Fund (USF) Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications of this RFP and the Bid submitted herewith. Any and all deviations from this RFP Bid specifications are in writing and attached.*

**Submitted By:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Representative Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

***Do not write below this line: For District Use Only***

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The following items are enclosed and/or included on the Bid:

- |   |  |
|---|--|
| <input type="checkbox"/> Proposal(s) (in duplicate)   | <input type="checkbox"/> Intent To Bid Form (Appendix A)             |
| <input type="checkbox"/> Bid Bond/Cashier’s Check (5% of Bid)                                 | <input type="checkbox"/> Bid Signature Page (Appendix B)             |
| <input type="checkbox"/> USF E-Rate SPIN  | <input type="checkbox"/> Bill of Materials (Appendix C)              |
| <input type="checkbox"/> Four (4) references, one (1) of which is a school or school district | <input type="checkbox"/> Familial Disclosure Affidavit (Appendix D)  |
|   | <input type="checkbox"/> Iran Linked Business Affidavit (Appendix E) |

**APPENDIX C – BILL OF MATERIALS TOTALS**

I/we, the Bidder, hereby propose to furnish, deliver, and install the items listed below for the unit price indicated in accordance with the terms, conditions and specifications included in the Request For Proposals – Network Electronics.

**NOTE: The Bidder must complete the Appendix C spreadsheet provided with this RFP. See sample below. The Bidder must include a separate Excel spreadsheet for each RFP section number they are bidding on. For example, bidding on section 5.1.0 and 5.2.0 would require two spreadsheets. Please only provide the total count for each unique part number rather than separating them by location or any other allocation. The Bidder may attach additional pages for Bill of Materials as needed. Appendix C is in addition to any other pricing documentation the Bidder may provide to the District by building and closet locations. Failure to attach the Appendix C spreadsheet(s) may be grounds for disqualification of any submitted bid.**

**BASE BID - Network Electronics Sample (Must include all components and installation cost totals)**

Appendix C - Bill of Materials									
Service Provider Name: ABC Inc.									
SPIN: 1234567									
Date: 10/01/2021									
District Name: ABC Schools									
RFP Section Number: 8.4.X									
Part Number	Manufacturer	Model	Item Description	Eligible Cost	Ineligible Cost	Labor Cost	Quantity	Total Cost	Total Eligible Cost
123SFP+	Switches R Us	CorePowerFiberMax	48P 750W SFP+ Switch	\$ 500.00	\$ 100.00	\$ 50.00	5	\$ 2,750.00	\$ 2,250.00
123SFPLIC	Switches R Us	License for CPFM	Switch License Terms	\$ 75.00	\$ -	\$ -	5	\$ 375.00	\$ 375.00
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<b>Grand Totals:</b>				\$ 575.00	\$ 100.00	\$ 50.00	\$ 10.00	\$ 3,125.00	\$ 2,625.00

**APPENDIX D - FAMILIAL DISCLOSURE AFFIDAVIT**

*All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the Board of Education of the District and/or the Superintendent of the District.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the Bidder), pursuant to the familial disclosure requirement provided in the BAISD Consortium Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, and any member of the BAISD Consortium Board of Education and/or the Superintendent.

**The following are the Bidder’s familial relationship(s) with the BAISD Consortium:**

	<b>Bidder/Employee</b>	<b>Name Related to:</b>	<b>Relationship</b>
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages, if necessary, to disclose all familial relationships.)

**There is no familial relationship that exists** between the Bidder and/or any employee of the Bidder and any member of the BAISD Consortium Board of Education and/or the Superintendent.

**Bidder:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_ County,  
\_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public Signature) **SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**APPENDIX E - IRAN LINKED BUSINESS AFFIDAVIT**

*All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the BAISD Consortium Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

**There is not an “Iran Linked Business” that exists** within the bidder and/or owner, officers, directors, and employees.

**Bidder:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for

\_\_\_\_\_ County, on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_,

\_\_\_\_\_  
(Notary Public Signature)

**SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**APPENDIX F – LIT AND DARK FIBER RFP SPECIFICATIONS**

**BAISD Consortium**  
**UNIVERSAL SERVICE FUND REQUEST FOR PROPOSALS**  
**FY24 E-RATE (2024-2025)**

**I. INVITATION TO BID**

*BAISD Consortium, hereby known as “District”, will accept sealed Bid responses (“Bids”) to this Request for Proposals (RFP) which comply with the Invitation To Bid, Universal Service Fund (USF) Conditions, General Conditions and Products and Services Specifications set forth below and submitted to the District at the following address:*

**BAISD Consortium**  
**Educational Service Center-Attn: Michael Verschaeve**  
**4228 Two Mile Road**  
**Bay City, MI 48706**

**A. BID ACCEPTANCE**

This RFP is not an offer to enter into a contract, but rather a solicitation for Bids. All Bids must be submitted in a sealed opaque envelope labeled “*FY24 USF Bid*” and “*March 11, 2024*”. *The bidder must also include an electronic copy of all bid materials on a flash drive as well as the paper copies.*

1. No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.
2. The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.
3. No Bids will be considered after **2:00 PM March 11, 2024**
4. If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due on the next day that the District is open.
5. The District reserves the right to reject Bids submitted without a signed Signature Page, Familial Disclosure Affidavit, and Iran Linked Business Affidavit.

**B. BID OPENING**

All timely submitted Bids received by the District will be opened at the **Educational Service Center, 4228 Two Mile Road, Bay City, MI 48706** at **2:15 PM, March 11, 2024** for recommendation to the Board of Education at a future regularly scheduled meeting.

**II. UNIVERSAL SERVICE FUND (USF) CONDITIONS****A. IDENTIFICATION NUMBER**

The service provider’s USF Service Provider Identification Number (SPIN) *must* be included in the Bid. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.

**B. FUNDING REQUESTS (FY24 E-Rate)**

The specified products and/or services are to be provided for FY24 (July 1, 2024-June 30, 2024) and must qualify for universal service discounts under the FY24 universal service support mechanism, E-rate. No invoices will be DATED or PAID before July 1, 2024.

**C. UNIVERSAL SERVICE DISCOUNTS**

The service provider contract is conditional upon the District receiving universal service discounts under the FY24 universal service support mechanism, E-rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.

**D. UNIVERSAL SERVICE DISCOUNT IMPLEMENTATION**

The District reserves the unrestricted right to specify the filing option for the universal service discounts for each product and/or service offered within a Bid: Billed Entity Applicant Reimbursement (BEAR) *or* Service Provider Invoice (SPI).

**E. ELIGIBLE PRODUCTS AND SERVICES**

The USF eligible products and/or services identified on the USAC FY24 (2024-2025) Eligible Services List (ESL), which is incorporated herein by reference, must be identified separately from any and all “ineligible” products and/or services in the Bid.

**F. LOWEST CORRESPONDING PRICE**

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate applicant for similar services. Service Providers cannot charge E-rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.

**III. GENERAL CONDITIONS****A. RIGHTS OF ACCEPTANCE OR REJECTION**

The District’s Board of Education reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

**B. VARIANCE AND PRICE**

Any variance from the specifications in section IV A, B, and C of this RFP must be fully explained in writing by the bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the District changes the quantity of the item or unit needed.

**C. MANUFACTURER(S) BRANDS/MODEL NUMBERS**

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

**D. MANUFACTURER(S) SUBSTITUTIONS**

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services for any reason.

**E. MANUFACTURER(S) DISCOUNTS**

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor for the specified products and/or services. The selected vendor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

**F. CLEAN-UP**

The selected vendor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor.

**G. ROYALTIES AND PATENTS**

The selected vendor must pay for all royalties, copyright, trademark, and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.



**H. ADDENDA**

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum to the RFP URL identified on the FCC Form 470 and posted onto the web at the USAC EPC website. All bidders shall be responsible for checking the RFP URL for any addendum issued by the District. No verbal statements by the District will be considered as binding or enforceable against the District. No requests for clarifications or modifications will be processed within four (4) days immediately prior to the Bid opening date.

**I. FEDERAL, STATE AND LOCAL TAXES**

All products and/or services furnished by the selected vendor must comply with all applicable federal, state, and local codes, and regulations. All Bids must include, and the selected vendor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

**J. QUALIFICATION OF BIDDERS**

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any bidders on the basis of available information concerning the bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in section III.C above. The District may request any and all bidders to submit the following information before awarding the contract:

1. The bidder's performance record(s).
2. The address of the bidder's plant or permanent place of business and a description of the products and/or services requested.
3. An itemized list of the bidder's equipment, plant, and personnel.
4. The bidder's financial statement(s).
5. A description of any project, which the bidder has completed in a satisfactory manner.
6. Any additional information that will satisfy the District that the bidder is adequately situated and able to fulfill the terms of the proposed contract.
7. A description of any other project(s) that will be performed simultaneously with the District's project(s).

**K. NO DISCRIMINATION**

The selected vendor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

**L. PRODUCTS AND SERVICES SPECIFICATIONS**

It is the intent of the specifications in section IV A, B, and C of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes, and distributes products and services to the school market.

**M. VARIATIONS FROM SPECIFICATIONS**

All variations from the specified products and/or services must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases. The District reserves the right to increase or decrease quantities or modify the specifications. The selected vendor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

**N. MAILING OF BIDS**

All Bids must be mailed in an opaque, sealed envelope and clearly marked as indicated in the Invitation to Bid section I. above.

**O. NOT ACCEPTED**

No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

**P. WITHDRAWAL OF BIDS**

Upon presentation of proper identification, any bidder may withdraw his/her Bid at any time prior to the scheduled Bid opening date and time. After the opening of the Bids, no Bid can be withdrawn for a period of sixty (60) days.

**Q. SIGNATURE PAGE**

The signature page, section V., required in this RFP must be in longhand, in ink, by an authorized representative and submitted with the Bid. Bids in non-compliance with this request will be subject to rejection.

**R. NOTICE OF AWARD**

The contract(s) will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.

**S. GUARANTEE**

The selected vendor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, one (1) year after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the one (1) year period must be corrected or replaced within thirty (30) days.

**T. FAMILIAL DISCLOSURE**

The Bid shall be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the bidder and/or any employee of the bidder and any member of the District's Board of Education and/or Superintendent. The Board of Education will not accept a Bid that does not include the sworn and notarized familial disclosure affidavit, section VI. Bids in non-compliance with this request are subject to rejection.

**U. CANCELLATIONS**

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

**V. NO SMOKING POLICY**

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All bidders shall comply with this no smoking policy.

**W. IRAN LINKED BUSINESS AFFIDAVIT**

The Bid shall be accompanied by a sworn and notarized affidavit that represents and warrants that the bidder, including its officers, directors, and employees, is not an "Iran Linked Business" within the meaning of the applicable Michigan Public Act No. 517 of 2012, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The Board of Education will not accept a Bid that does not include the sworn and notarized Iran Linked Affidavit, section VII. Bids in non-compliance with this request are subject to rejection.

**IV. PRODUCTS AND SERVICES SPECIFICATIONS**

*Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor reliability, warranties, and familiarity with the scope of work and the facilities of the District. The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.*

*In accordance with USAC rules, this bid is a competitively technology-neutral request. Service providers interested in providing alternate telecommunication bids, such as self-provisioned fiber, refer to the other RFP associated with this bid request for specific details. The Bidder may also combine other services with the self-provisioned fiber bid response. However, all bids must meet the 10Gbps connection speed requirement. The District reserves the right to perform a cost analysis of all bids received and decide which service type is the most cost-effective type of service (i.e., Self-Provisioned Fiber, Lit Fiber, Dark Fiber, or other third-party network solutions). Once the most cost-effective service type is selected by the District, a bid evaluation will only be performed on that type of service to decide the bid award.*

**A. TELECOMMUNICATIONS**

**1. Leased Lit Fiber Service**

The District is accepting Bids for 10Gbps Lit fiber line service. The selected line service shall connect from **Bay Arenac ISD Administration Building, 4228 Two Mile Rd, Bay City, MI 48706** to the buildings listed in the table below. This service is for the time period from July 1, 2024 through June 30, 2025. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

<b>Building Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Bay Arenac ISD Administration Building	4228 Two Mile Rd	Bay City	MI	48706
Bay Arenac ISD Career Center	4155 Monitor Rd	Bay City	MI	48706
Living And Learning Center - Arenac	2032 Pine River Road	Standish	MI	48658
Living And Learning Center - Bay	1435 Center Road	Essexville	MI	48732
Handy Middle School	601 Blend St.	Bay City	MI	48706
John Glenn High School	3201 E. Kiesel Road	Bay City	MI	48706
Cramer Junior High School	313 Pine Street	Essexville	MI	48732
Pinconning High School	605 W. 5th Street	Pinconning	MI	48650
Standish-Sterling Central High School	2401 Grove Road	Standish	MI	48658
Au Gres-Sims High School	140 S Court Street	Au Gres	MI	48703
Whittemore Area High School	620 N Bullock Street	Whittemore	MI	48770
Iosco RESA	27 N. Rempert Road	Tawas	MI	48763
Alternative Educational Academy of Iosco County	40 West M55	Tawas City	MI	48163
IRESA HW Building	825 2nde Street	Tawas City	MI	48763
IOSCO RESA Special Education	27 North Rempert Road	Tawas City	MI	48763
Hale Area Schools	311 North Washington	Hale	MI	48739
Oscoda Area High School	3550 East River	Oscoda	MI	48750
Auburn Elementary School	301 East Midland Rd	Auburn	MI	48611
Bay City Central High School	1624 Columbus Ave	Bay City	MI	48706
Bay City Eastern High School	201 Woodside Ln	Bay City	MI	48706
Bay City Schools Administration Office	910 Walnut St.	Bay City	MI	48706
Bay City Western High School	500 West Midland Rd	Auburn	MI	48611
Hampton Elementary School	1908 West Young Ditch Rd	Bay City	MI	48706
Handy Middle School	601 Blend St.	Bay City	MI	48706
Kolb Elementary School	305 West Crump St	Bay City	MI	48706

Building Name	Address	City	State	Zip
Lindsay Elementary School	607 Lasalle St	Bay City	MI	48706
MacGregor Elementary School	1012 Fremont St	Bay City	MI	48706
Mackensen Elementary School	5535 Dennis Dr	Bay City	MI	48706
McAlear-Sawden Elem. School	2300 Midland Rd	Bay City	MI	48706
Washington Elementary School	1821 Mckinley St	Bay City	MI	48706
Western Middle School	500 West Midland Rd	Auburn	MI	48611
Garber High School	213 Pine Street	Essexville	MI	48732
Hughes Elementary School	805 Langstaff Street	Essexville	MI	48732
Mark Jaffe Administration Building	303 Pine Street	Essexville	MI	48732
Verellen Elementary School	612 Borton Road	Essexville	MI	48732
W.R. Bush Elementary School	800 Nebobish Avenue	Essexville	MI	48732

## 2. Leased Dark Fiber Service

The District is accepting Bids for dark fiber line service. The selected line service shall connect from **Bay Arenac ISD Administration Building, 4228 Two Mile Rd, Bay City, MI 48706** to the buildings listed in the table below. This service is for the time period from July 1, 2024 through June 30, 2025. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

Building Name	Address	City	State	Zip
Bay Arenac ISD Administration Building	4228 Two Mile Rd	Bay City	MI	48706
Bay Arenac ISD Career Center	4155 Monitor Rd	Bay City	MI	48706
Living And Learning Center - Arenac	2032 Pine River Road	Standish	MI	48658
Living And Learning Center - Bay	1435 Center Road	Essexville	MI	48732
Handy Middle School	601 Blend St.	Bay City	MI	48706
John Glenn High School	3201 E. Kiesel Road	Bay City	MI	48706
Cramer Junior High School	313 Pine Street	Essexville	MI	48732
Pinconning High School	605 W. 5th Street	Pinconning	MI	48650
Standish-Sterling Central High School	2401 Grove Road	Standish	MI	48658
Au Gres-Sims High School	140 S Court Street	Au Gres	MI	48703
Whittemore Area High School	620 N Bullock Street	Whittemore	MI	48770
Iosco RESA	27 N. Rempert Road	Tawas	MI	48763
Alternative Educational Academy of Iosco County	40 West M55	Tawas City	MI	48163
IRESA HW Building	825 2nde Street	Tawas City	MI	48763
IOSCO RESA Special Education	27 North Rempert Road	Tawas City	MI	48763
Hale Area Schools	311 North Washington	Hale	MI	48739
Oscoda Area High School	3550 East River	Oscoda	MI	48750
Auburn Elementary School	301 East Midland Rd	Auburn	MI	48611
Bay City Central High School	1624 Columbus Ave	Bay City	MI	48706
Bay City Eastern High School	201 Woodside Ln	Bay City	MI	48706
Bay City Schools Administration Office	910 Walnut St.	Bay City	MI	48706
Bay City Western High School	500 West Midland Rd	Auburn	MI	48611
Hampton Elementary School	1908 West Young Ditch Rd	Bay City	MI	48706
Handy Middle School	601 Blend St.	Bay City	MI	48706
Kolb Elementary School	305 West Crump St	Bay City	MI	48706

Building Name	Address	City	State	Zip
Linsday Elementary School	607 Lasalle St	Bay City	MI	48706
MacGregor Elementary School	1012 Fremont St	Bay City	MI	48706
Mackensen Elementary School	5535 Dennis Dr	Bay City	MI	48706
McAlear-Sawden Elem. School	2300 Midland Rd	Bay City	MI	48706
Washington Elementary School	1821 Mckinley St	Bay City	MI	48706
Western Middle School	500 West Midland Rd	Auburn	MI	48611
Garber High School	213 Pine Street	Essexville	MI	48732
Hughes Elementary School	805 Langstaff Street	Essexville	MI	48732
Mark Jaffe Administration Building	303 Pine Street	Essexville	MI	48732
Verellen Elementary School	612 Borton Road	Essexville	MI	48732
W.R. Bush Elementary School	800 Nebobish Avenue	Essexville	MI	48732

### 3. Transport Service and Other Third-Party Network Solutions

The District is accepting Bids for transport service for 10Gbps data transmission. The selected line service shall connect from Bay Arenac ISD Administration Building, 4228 Two Mile Rd, Bay City, MI 48706 to the buildings listed in the table below. This service is for the time period from July 1, 2024 through June 30, 2025. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

Building Name	Address	City	State	Zip
Bay Arenac ISD Administration Building	4228 Two Mile Rd	Bay City	MI	48706
Bay Arenac ISD Career Center	4155 Monitor Rd	Bay City	MI	48706
Living And Learning Center - Arenac	2032 Pine River Road	Standish	MI	48658
Living And Learning Center - Bay	1435 Center Road	Essexville	MI	48732
Handy Middle School	601 Blend St.	Bay City	MI	48706
John Glenn High School	3201 E. Kiesel Road	Bay City	MI	48706
Cramer Junior High School	313 Pine Street	Essexville	MI	48732
Pinconning High School	605 W. 5th Street	Pinconning	MI	48650
Standish-Sterling Central High School	2401 Grove Road	Standish	MI	48658
Au Gres-Sims High School	140 S Court Street	Au Gres	MI	48703
Whittemore Area High School	620 N Bullock Street	Whittemore	MI	48770
Iosco RESA	27 N. Rempert Road	Tawas	MI	48763
Alternative Educational Academy of Iosco County	40 West M55	Tawas City	MI	48163
IRESA HW Building	825 2nd Street	Tawas City	MI	48763
IOSCO RESA Special Education	27 North Rempert Road	Tawas City	MI	48763
Hale Area Schools	311 North Washington	Hale	MI	48739
Oscoda Area High School	3550 East River	Oscoda	MI	48750
Auburn Elementary School	301 East Midland Rd	Auburn	MI	48611
Bay City Central High School	1624 Columbus Ave	Bay City	MI	48706
Bay City Eastern High School	201 Woodside Ln	Bay City	MI	48706
Bay City Schools Administration Office	910 Walnut St.	Bay City	MI	48706
Bay City Western High School	500 West Midland Rd	Auburn	MI	48611
Hampton Elementary School	1908 West Young Ditch Rd	Bay City	MI	48706
Handy Middle School	601 Blend St.	Bay City	MI	48706

Building Name	Address	City	State	Zip
Kolb Elementary School	305 West Crump St	Bay City	MI	48706
Linsday Elementary School	607 Lasalle St	Bay City	MI	48706
MacGregor Elementary School	1012 Fremont St	Bay City	MI	48706
Mackensen Elementary School	5535 Dennis Dr	Bay City	MI	48706
McAlear-Sawden Elem. School	2300 Midland Rd	Bay City	MI	48706
Washington Elementary School	1821 Mckinley St	Bay City	MI	48706
Western Middle School	500 West Midland Rd	Auburn	MI	48611
Garber High School	213 Pine Street	Essexville	MI	48732
Hughes Elementary School	805 Langstaff Street	Essexville	MI	48732
Mark Jaffe Administration Building	303 Pine Street	Essexville	MI	48732
Verellen Elementary School	612 Borton Road	Essexville	MI	48732
W.R. Bush Elementary School	800 Nebobish Avenue	Essexville	MI	48732

Direct any and all questions regarding **Section IV A** of this RFP to:  
**Michael Verschaeve, Director of Technical Services at: [erate@baisd.net](mailto:erate@baisd.net)**

**V. SIGNATURE PAGE**

**I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the USF conditions, general conditions and product and services specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.**

**Submitted By:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Representative Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**VI. FAMILIAL DISCLOSURE AFFIDAVIT**

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the bidder and any member of the Board of Education of the District and/or the Superintendent of the District.

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to the familial disclosure requirement provided in the BAISD Consortium Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder or any employee of the bidder, and any member of the BAISD Consortium Board of Education and/or the Superintendent. The following are the bidder’s familial relationship(s) with the BAISD Consortium:

Bidder/Employee	Name Related to:	Relationship
1. _____	_____	_____
2. _____	_____	_____

(Attach additional pages, if necessary, to disclose all familial relationships.)

There is no familial relationship that exists between the bidder and/or any employee of the bidder and any member of the BAISD Consortium Board of Education and/or the Superintendent.

Bidder:

\_\_\_\_\_  
(Company Name)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_ County, \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public Signature)

SS:

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_



**VII. IRAN LINKED BUSINESS AFFIDAVIT**

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the BAISD Consortium Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification. There is not an “Iran Linked Business” that exists within the bidder and/or owner, officers, directors, and employees.

Bidder: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_ County, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public Signature) SS:

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_