

NW LINKS
REGIONAL TELECOMMUNICATION SERVICES

REQUEST FOR PROPOSALS

December 2024

SECTION 005

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End of Section 005

SECTION 020

NOTICE TO RESPONDENTS

NOTICE is hereby given that sealed proposals will be received by NW LINKS, for the Supply, Delivery, and Installation of Leased Data Transport Facilities, Equipment and Services.

Proposal Due Date: **January 17, 2025 4:00PM**

Location: 3031 17th Street South
Moorhead, MN 56560

Note: Proposals will not be read aloud at the proposal opening. All proposals will be reviewed internally and the results of all decisions announced to all Respondents in writing.

Prior to the due date, sealed proposals must be addressed and delivered by mail or courier to NW LINKS at the address below.

NW LINKS – 2025 RFP
3031 17th Street South
Moorhead, MN 56560
Attn: Robert Wheeler

Alternately, Proposals may be hand delivered to NW LINKS on the due date at the address above.

Respondents will include one (1) original and four (4) copies of the Proposal response in both printed and electronic format.

Project documents may be found at <https://www.region1.k12.mn.us/main/nwlinks>

For information concerning this project, please contact:

Robert Wheeler
NW LINKS Network Coordinator
3031 17th Street South
Moorhead, MN 56560
218-284-3128

End of Section 020

SECTION 030

REQUEST FOR PROPOSALS

Sealed proposals are hereby requested and will be received by NW LINKS for digital transmission and Internet access services for the NW LINKS wide area network. Specifically sought are the supply, delivery, installation and ongoing support of leased IP data transport facilities, equipment and services for NW LINKS regional member sites.

ABOUT NW LINKS

NW LINKS is a non-profit consortium of school districts and public library systems in northwest Minnesota. It assists its members in realizing their telecommunications goals, it provides a telecommunications infrastructure to meet the needs of its members, and it provides leadership in the application of telecommunications technologies.

NW LINKS is also an advocate before the legislature and the state government for equity in telecommunications access and adequate funding, represents its members' interests to telecommunications vendors and equipment providers, secures discounts through the federal Universal Service Program (E-Rate) to the maximum extent possible, collaborates with other telecommunications cooperatives, higher education and other public entities to secure quality services at affordable costs, and applies for grants to fund wide area data and Internet services.

INVITATION TO RESPOND

NW LINKS hereby requests and invites companies which are capable of satisfying the requirements contained herein to submit Proposals to NW LINKS for the facilities, equipment and services necessary and appropriate for the furnishing of said services.

PROPOSAL SUBMITTAL

Proposals will be submitted as set forth herein. Elaborate and expensive bid copy is neither required nor desired. Organized, legible and clearly stated information is required.

BID BOND

A Bid Bond is not required.

PERFORMANCE BOND

A Performance Bond is not required.

PROPOSAL EVALUATION

Proposals will be reviewed and evaluated by the NW LINKS Network Coordinator and representatives of the Governance Council. This evaluation will determine which respondent best meets the overall project criteria. Any approval and award of contract will be at the sole discretion of the NW LINKS Governance Council.

AWARD OF CONTRACT

An award of a contract will be made on the basis of the best qualified response, provided such action is in the best interest of the NW LINKS. See Section 100 Paragraph 15 for more information.

WAIVING OF INFORMALITIES

NW LINKS reserves the right to waive any informalities in the proposal response process if it is in their best interest to do so.

REJECTION OF PROPOSALS

NW LINKS reserves the right to reject any or all proposal responses received if such action is considered to be in the best interest of the NW LINKS.

OBLIGATION TO RESPONDENTS

This Request for Proposals does not obligate NW LINKS to pay any cost incurred by companies or individuals related to preparation or submission of a response to this request.

PROJECT SCHEDULE

December 19, 2024	Distribution of Specifications
January 7, 2025	Vendor Pre-Bid Meeting
January 17, 2025	Proposal Response Due Date
January 31, 2025	Selection of Successful Proposal
July 1, 2025	Commencement of Contract

NONDISCRIMINATION/EQUAL OPPORTUNITY

NW LINKS does not discriminate on the basis of race, creed, color, gender, religion, ancestry, national origin, and adheres to all applicable federal or state statutes and regulations relating to equality of opportunity. All businesses are encouraged to submit Proposals to NW LINKS that comply with these specifications.

End of Section 030

SECTION 050

SPECIAL INSTRUCTIONS TO RESPONDENTS

Respondents will take careful note of the following special requirements for this project, and will state clearly and concisely in their Proposals all relevant concerns, restrictions and limitations.

1. These specifications call for one (1) Base Proposal. Using the schedule in Section 800, the Respondent is to include in the submitted costs the following:
 - a) Monthly Recurring Costs (“MRC”) and Non-Recurring Costs (“NRC”) for each of the bandwidth tiers listed in Section 801. In the event that the Respondent does not wish to submit a cost for a specific tier, the Respondent is directed to fill in those spaces with the words “No Bid”.
2. There is regional data system currently in service and will remain so through June 2025. The window of time available to install and make operational any equipment located onsite for the purpose of cutover to new services specified herein begins June 5, 2025 and ends July 31, 2025. Any and all disruption of the existing data transmission services will occur within this time period.
3. All transmission terminal equipment is to be located in the spaces currently assigned for this use. Any and all changes in location will be approved by the NW LINKS Network Coordinator.
4. ERATE Billing and Management
 - a) The Contractor must be recognized by the E-rate Administration as an eligible telecommunications carrier with a Telecommunication Services Service Provider Identification Number (SPIN) that is in good standing with the FCC.
 - b) The Owner will be responsible for applying for and taking receipt of that amount awarded to NW LINKS from the Federal ERATE program.
 - c) The Contractor will bill NW LINKS monthly for the full amount due each month. That is, NW LINKS will be responsible for the full amount owed each month and the Contractor will not be responsible for applying for or collecting Federal ERATE subsidies.
 - d) The Contractor will provide a single monthly invoice to NW LINKS and will be detailed by site. (See Section 802 for sample).
 - e) The Contractor will certify the Owners ERATE claims as required by current Federal ERATE regulations. These certifications may be performed on-line by the Contractor.

End of Section 050

SECTION 100

INSTRUCTIONS TO RESPONDENTS

1. INTENT

- 1.1. These specifications, with their associated documents, describe work as indicated on the contract documents for the implementation of the following for the project and project members named herein.
- 1.2. Work to be performed consists of the furnishing of all materials, equipment, labor, supplies, tools, transportation and other incidentals necessary or convenient to complete the work as shown in the individual sections of these specifications
- 1.3. A copy of all specifications and addenda will be available in the office of the Network Coordinator, up to five business days prior to the date and time set for receipt of the Proposal. These specifications are also available electronically at <https://www.region1.k12.mn.us/main/nwlinks>.
- 1.4. These specifications describe requirements for transmission system options which would be provided for the complete and exclusive use of the project and project members named herein.
- 1.5. It is the specific intent of the Owner to contract with one or more vendors for the timely and satisfactory completion of this project.

2. DEFINITIONS

- 2.1. Respondent – Will mean the corporation or joint venture group submitting a Proposal for the provision of the equipment and the services described by these specifications.
- 2.2. Owner – Will mean the NW LINKS and NW LINKS members named herein, and their associated member boards, acting through its Network Coordinator or other authorized representative.
- 2.3. Contractor – Will mean the corporation or joint venture group entering into a contract or agreement with the project and project members named herein and their associated member school boards to provide the leased equipment and services described in and by these specifications, or its authorized representative.
- 2.4. Provider – Will mean the corporation or joint venture group entering into a contract or agreement with the project and project members named herein and their associated member school boards to provide the continuing leased services described in and by these specifications, or its authorized representative (same as Service Provider).
- 2.5. Sub-Contractor – Will mean any corporation, partnership, or individual having a direct contract with the Contractor to provide services for this project, but will not mean any corporation, partnership, or individual who merely furnishes materials to the Contractor.

A Sub-Contractor will include any organizations or companies from which the Respondent has secured last-mile connectivity or other services for the fulfillment of the Contract.

- 2.6. Network Coordinator – Will mean the designated and authorized representative of NW-LINKS and NW LINKS member sites named herein and their associated member boards, acting on their behalf. The Network Coordinator for NW LINKS is Robert Wheeler.
- 2.7. Consultant – Will mean the technical engineer(s) and technical support team acting on behalf of the Network Coordinator and Owner.
- 2.8. Surety – Will mean the entity which is bound with and for the Contractor for the performance of the work specified hereinafter.
- 2.9. Provide – Will in all cases mean to furnish, install, connect, and test, unless specifically stated otherwise.
- 2.10. Work – All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project by the Contractor and its Sub-Contractors.
- 2.11. Written Notice – Will be deemed to have been duly served only if sent by registered mail, to the last business address known to the one who gives notice.
- 2.12. When the specifications state the words "as directed", "as required", "as permitted", or when words of like meaning are used, it will be understood that the direction, requirements, or permission of the Network Coordinator is intended. Similarly, the words, "approved", "acceptable", "satisfactory" will refer to approval by the Network Coordinator.

3. SUBMISSION OF PROPOSALS

- 3.1. Elaborate and expensive response copy is not required or desired. Organized, legible, and clearly stated responses and information is required.
- 3.2. Company brochures may be included on an optional basis but will not be considered as a substitute for the information requested herein, which must be all inclusive and self-contained in the response submittal.
- 3.3. Respondents will follow the format described in this Section when submitting Proposals for this project.
- 3.4. Each Respondent is required to furnish with their Proposal all facts and information necessary or pertinent to the evaluation, scoring and selection of the Proposal that is in the best interest of the Owner.
- 3.5. The Respondent will include in the Proposal all special conditions and terms that may apply to the Proposal. Any and all exceptions taken by the Respondent to the requirements of the specifications must be clearly identified, and fully documented and explained.

4. PROPOSAL FORMAT AND ORGANIZATION

- 4.1. Proposal submitted are for the provision of the equipment, installation and ongoing performance of the work detailed in Sections 700 - 802 of these specifications.
- 4.2. Proposals will be organized and formatted in numbered sections as follows:
 - a) The properly completed and executed Proposal Form following the outline provided in Section 200 of these specifications.
 - b) The List of Proposed Subcontractors (if any) as provided in Section 400 of these specifications.
 - c) Technical data for all major system components proposed to be furnished as part of the system.
 - d) A written narrative indicating how the services defined in Sections 700 - 802 will be provided.
 - e) A written response identified by specification paragraph number for each and every exception taken by the Respondent to these specifications. The absence of a written response or of an exception to any paragraph will be construed by the Owner as an "Understood and Will Comply" response to that paragraph by the Respondent.
 - f) A block diagram and map of the proposed system showing the location of all transmission equipment sites including schools, central offices, etc. The amount of detail will vary depending on the nature and makeup of the network proposed by the Respondent.
 - g) A reference list of similar education telecommunications projects completed by the Respondent.
 - h) Financial statements (See Paragraph 14.1a in this Section).
 - i) A list of the applicable test equipment owned by, or available to the Respondent for performance of the work on this project.
- 4.3. Respondents are required to submit one (1) original and four (4) complete and identical copies of all material that is part of their Proposal in both printed and electronic formats. *Failure to comply with this requirement will be considered grounds for rejection of the response submittal.*
- 4.4. The *original* Proposal document will be submitted in a separate sealed envelope or container and will include the original signed Proposal form. This envelope will be clearly marked "*Original Copy*". The remaining four (4) copies will be submitted in an envelope or container marked "*Copies*".
- 4.5. The Proposal will be assembled and bound by a suitable and convenient means which will insure that the material remains physically intact and in the correct order. *Submittals will not be bound with paper clips or temporary methods or hardware.*

- 4.6. In case of an error in the extension of the unit price, the lower amount, whether the product of units times unit cost or extended total, will govern.
- 4.7. Prices submitted will include the supply of materials, labor, supervision, overhead and profit, warranties, bonds, permits, fees, maintenance, etc., and will represent the entire cost to the Owner for the complete and operational services specified herein.
- 4.8. All prices will be typewritten or written in ink. All signatures will be written in ink.

5. PROPOSAL BOND

- 5.1. A Respondent's Bid Bond is not required, however, the Owner reserves the right to reject any proposal where the Owner believes that the Respondent may not be able to complete the project and/or maintain the service.

6. RESPONSE LOCATION, DATE AND TIME

- 6.1. Proposals will be delivered in a sealed envelope and in compliance with Section 4 above and so marked as to clearly indicate the name and address of the Respondent and must be labeled as follows:

Proposal for NW LINKS Regional Internet Services
NW LINKS – 2025 RFP
"RESPONDENT'S NAME" (COMPANY)

- 6.2. Proposals will be addressed and delivered to:

NW LINKS Network Coordinator
3031 17th Street South
Moorhead, MN 56560
Attn: Robert Wheeler

- 6.3. Proposals must be received at the designated location no later than:

January 17, 2025, 4:00PM

- 6.4. The location, date, and time set forth in Paragraphs 6.2 and 6.3 is the official and correct location, date and time after which proposals will no longer be received or considered. It supersedes any and all other location, date and/or time which may be indicated herein or elsewhere. This location, date and/or time will be changed or modified only by written addendum.
- 6.5. Proposals will be in the location specified on or before the specified date and time, regardless of the method of delivery.
- 6.6. There will be no public opening of Proposals on the due date. Proposals will be opened, reviewed and evaluated internally by members of the executive committee of the NW-LINKS Governance Council. Proposals will not be available for inspection during the

evaluation process.

- 6.7. Proposals will be available for review by appointment only, and only after a Final Contract is signed, or after all submitted proposals are rejected.

7. WITHDRAWAL OF PROPOSALS

- 7.1. A Respondent may withdraw their Proposal at any time prior to the expiration of the period during which Proposals may be submitted. This will be accomplished only by written request, signed in the same manner and by the same person or persons who signed the Proposal.

8. SIGNING OF PROPOSALS

- 8.1. Proposals will be signed in ink and all information requested on the Proposal Form in Section 200 will be furnished.
- 8.2. Unless a division or subsidiary of a parent corporation is a separate corporate entity with independent corporate powers of contracting, a Proposal will be made in the name of its parent corporation; and if the contract is awarded, the parent corporation will be the party contractually responsible to the Owner.
 - a) Where the Proposal is submitted by a division or subsidiary or any lesser entity than a corporation, it will be accompanied by a current certified copy of the action by the parent corporation authorizing such division or subsidiary to submit a Proposal and contract in behalf of such parent corporation. When the subsidiary or division has no separate corporate contracting power, the name of the parent corporation will be shown on the Proposal and the contract.
- 8.3. If a Proposal is signed for a joint venture group, signature and contractor's name and address requirements pertaining to the above-mentioned enterprises will pertain, as applicable to each entity, firm or business represented.
- 8.4. An officer of a corporation, a member of a partnership, or the person or persons signing for a joint venture or any other contract will place his signature and title after the word "by" under the name of the Contractor.

9. DURATION OF PROPOSAL PRICES

- 9.1. The costs submitted by the Respondent will remain in effect and valid for a minimum of ninety (90) days after the response deadline date as set forth herein.

10. INTERPRETATION OF DOCUMENTS AND DRAWINGS

- 10.1. If any person contemplating the submission of a Proposal for the proposed Contract is in doubt as to the true meaning of any part of the specifications or other contract documents, he or she may submit to the Network Coordinator a written request for an interpretation thereof at least seven (7) working days prior to the date and time set for the receipt of Proposals. Both electronic mail and delivered typewritten requests are acceptable.

- 10.2. The person submitting the request for information will be responsible for its prompt delivery. Provide copies of all correspondence to the Network Coordinator.
- 10.3. Any interpretation, explanation, expansion, or modification of the specification will be made only by an addendum duly executed and issued, and a copy of such addendum will be sent via electronic mail or fax to each person receiving a set of such documents no later than five (5) working days prior to the date and time set for receipt of Proposals.
- 10.4. No oral, telephonic or telegraphic Proposals or modifications of Proposals will be considered. Neither the Owner nor the Network Coordinator will be responsible for any oral instructions or interpretations given.
- 10.5. Should any Respondent find discrepancies in any documents related to this project, or should he be in doubt as to their meaning, he will promptly notify the Network Coordinator who will send written corrections, instructions or interpretations in the form of Addenda to all Respondents.
- 10.6. Each Respondent must acknowledge receipt of each Addendum as part of the Proposal. It will be the Respondent's responsibility to make inquiry as to Addenda issued and all Respondents will be bound by such Addenda, whether or not received by the Respondents. Failure to acknowledge receipt and acceptance of all Addenda will be considered grounds for disqualifying a Proposal.

11. PROJECT FAMILIARITY

- 11.1. Each Respondent will be conclusively presumed to be thoroughly familiar with the specifications, drawings, general, supplementary and special conditions, and all of the terms, directions and conditions of the contract documents whether contained herein or included as a part of the specifications.
- 11.2. Submission of a Proposal will be conclusive evidence that the Respondent has visited the sites, has informed himself of, and is satisfied, as to the conditions to be encountered in performing the work, and as to the requirements of the specifications, related documents (if any) and including all Addenda.
- 11.3. All Respondents are expected to visit the sites of the work and to inform themselves as to the existing conditions. Failure to do so will in no way relieve the successful Respondent from performing all work required for completion of the contract in accordance with the specifications and contract terms.
- 11.4. No allowance will be made for failure of a Respondent to estimate correctly the costs and the difficulties affecting performance. Arrangements to physically visit any of the work sites will be made through the Network Coordinator.
- 11.5. The Respondent is expected to base his or her Proposal on materials and equipment complying fully with the specifications.
- 11.6. These specifications are considered minimum and are derived from the knowledge and experience of the Network Coordinator at the time of preparation. The stated specifications

in no way alter the Respondent's responsibility to provide complete and satisfactory equipment and services for all functional requirements described in the Proposal and subsequent Addenda.

- 11.7. Successful Respondents will be required to coordinate and integrate their respective work and equipment with all other Contractors associated with this project.

12. DISQUALIFICATION OF RESPONDENTS

- 12.1. The Owner reserves the right to reject any or all Proposals, or any part of any Proposal, or to advertise for new Proposals on the same project, which may include portions of the project originally submitted if such action is considered to be in the best interest of the Owner.
- 12.2. Any of the following reasons can, at the discretion of the Owner, be considered sufficient cause for disqualification of any Respondent and the rejection of his or her Proposal.
 - a) More than one Proposal for the same work from the same corporation or partnership submitted under the same or different name.
 - b) Evidence of collusion among Respondents.
 - c) Questionable or unacceptable financial condition of the Respondent.
 - d) The non-acceptability of equipment proposed for this service.
 - e) The lack of qualification or inexperience or previously established record of poor performance by the Respondent, a Subcontractor, or the equipment manufacturer.
 - f) The perceived inability of the Respondent to provide maintenance services within a reasonable time and/or at reasonable expense for the full term of the contract.
 - g) Other legally justifiable reasons.

13. AWARD OF CONTRACT

- 13.1. The Contract will be awarded to the Respondent who best satisfies the requirements listed herein, provided that the proposed service and method of transmission is in the best interest of the Owner. Proposals will be evaluated using a scoring system based on the criteria found in Paragraph 15 of this section. The Respondent with the highest scoring Proposal will be awarded the Contract.
- 13.2. The Network Coordinator and the NW LINKS Governance Council will be the sole judges of the Respondent's qualifications and capabilities, the evaluation of the submitted Proposal, and as to whether acceptance of the Proposal is in the best interest of the Owner.
- 13.3. The Owner reserves the right to waive minor defects, technicalities, or informalities, as it may deem best for its interests.

- 13.4. The Owner will evaluate the Base Proposal prices and subsequent Additional Proposals as separate entities. The Owner reserves the right to add and/or delete any or all Additional Proposals from the Final Contract.

14. ADDITIONAL INFORMATION

- 14.1. The Respondent is required to provide the following information as part of the Proposal:
- a) The recent financial statement of an independent auditor clearly showing the financial condition, assets, obligations, and resources. This information verifies that the Respondent will be able to successfully complete the work without becoming financially impaired and will have the ability to extend the required maintenance services for the entire term of the contract.
- 14.2. This contract is contingent upon Respondent compliance with the provisions contained herein. All of the capabilities stated by the Respondent in response to the Request for Proposals must be demonstrated prior to the award and/or execution of a contract.
- 14.3. Consideration will be given only to those companies which respond to all requirements as set forth herein.

15. EVALUATION OF PROPOSALS

- 15.1. Proposal responses for this project which are ruled compliant with all requirements of these specifications will be evaluated based on the criteria listed below. Respondents should include information that will adequately explain their response in relation to the criteria listed.
- a) Total network cost across the 3 year term, recurring and non-recurring, for sum of all sites at initial specified bandwidth capacity for each site. The cost evaluation process is described in paragraph 15.2.
 - b) Overall system design presented, including, but not limited to -
 - 1) Comparability to existing network
 - 2) Enhancements proposed to existing network
 - 3) Redundant features of the system
 - 4) Stability / maturity of technology
 - 5) Hardware and software update procedures throughout term of Contract
 - c) Network security design, including -
 - 1) Core Network detection and prevention
 - 2) Regional anti-spam and anti-virus protection
 - d) Network performance and efficiency, including, but not limited to -
 - 1) Proposed SLA's by ISP hub site
 - 2) Regional coverage and percentage of on-net sites
 - 3) Guaranteed and measurable network performance as proposed in SLA's
 - 4) Regional Internet Ingress subscription rate

- e) Scalability of design, including -
 - 1) Ability to respond to changes in end user data needs
 - 2) Aggregation of commodity Internet access
 - 3) Ability to increase regional Internet bandwidth
- f) Network management, including -
 - 1) Visibility of per site and total circuit and internet bandwidth usage in a reporting tool visible to NW LINKS
 - 2) End user access to network circuit use & performance monitoring tools
 - 3) If applicable, maintain a peering point presence so that data and video traffic transmitted between network sites and other pertinent entities, such as MDE, is routed to provide faster transmission speeds, higher data security, low latency and high availability.
- g) Support structure and problem resolution as described in Section 713.
- h) Transition plan and installation schedule proposed
- i) Other related factors, including demonstrated financial strength, regional business presence and prior experience with Contractor.

15.2. Submitted costs will be evaluated using the following method (steps in order):

- a) Submitted costs per site will be equalized into a cost per Mb/s by dividing the submitted cost per tier by the amount of bandwidth listed for the same tier. (Ex: \$787.50/month for 1.5Mb/s = \$525.00/Mb)
- b) The equalized per Mb/s cost will be multiplied by the individual sites current bandwidth to arrive at a per site cost.
 - (1) Ex: Current bandwidth is 3.0 Mb/s - \$525.00/Mb X 3Mb = \$1,575.00
 - (2) This will be referred to below as the “1X” cost for each site.
- c) The equalized per Mb/s cost will be multiplied by two (2) times the individual sites current bandwidth to arrive at a per site cost.
 - (1) Ex: Current bandwidth is 3.0 Mb/s - \$525.00/Mb X 6Mb = \$3,150.00
 - (2) This will be referred to below as the “2X” cost for each site.
- d) The equalized per Mb/s cost will be multiplied by three (3) times the individual sites current bandwidth to arrive at a per site cost.
 - (1) Ex: Current bandwidth is 3.0 Mb/s - \$525.00/Mb X 9Mb = \$4,725.00
 - (2) This will be referred to below as the “3X” cost for each site.
- e) The sum of the costs for all sites will be determined for each of the equalized 1X, 2X, and 3X costs for all Responses submitted and extended over a three (3) year period.
- f) Points will be assigned to costs using the following method:

Using three (3) year costs for amounts calculated above, the following formula will be used for each of the cost summations as detailed above:

$$(A/B) \times C$$

The above variables are defined as:

A = The lowest overall cost among all Respondents for each 1X, 2X and 3X of current bandwidth calculated.

B = The total cost associated with the Proposal being scored.

C = The maximum amount of points available.

For the overall three (3) year cost the maximum points is 300 of 1000.

- g) The points calculated from the formula above for all three (3) summary costs will then be averaged. The average points determined by this last calculation will become the official points assigned to the costs for the Response being evaluated.
- h) In the event that there is not a price submitted for a bandwidth tier that represents the 2X or 3X level above the current per site level, then the 1X.
- i) The equalized per Mb/s costs used when calculating the 1X, 2X, and 3X totals will be taken from the Tier that represents the 1X, 2X, and 3X bandwidth levels based upon the current site bandwidth. That is to say, the equalized per Mb/s costs from the 1X Tier will not be used for the 2X or 3X calculation if those bandwidth levels are represented by a higher Tier. When the 2X and 3X bandwidth levels are represented by a higher Tier, the equalized per Mb/s costs from those representative Tiers will be used in the calculations.

16. EQUIPMENT

- 16.1. Selection of equipment to implement this service is left to the Respondent.
- 16.2. The Owner requires that the Proposal include the current published technical data on the proposed equipment.
- 16.3. The Owner, acting through the Network Coordinator, reserves the sole right to determine the acceptability of any equipment proposed for this project.

17. PERFORMANCE BOND

- 17.1. A performance bond is not required.

18. PROJECT COMPLETION

- 18.1. The Owner intends and expects to have a fully functional system, described herein, by no later than:

July 31, 2025

- 18.2. This above stated date is the official and correct date for project completion and supersedes any and all other dates which may be indicated herein or elsewhere. This date will be

changed or modified only by written addendum.

- 18.3. The Respondent is requested to include in their narrative any and all anticipated difficulties which might prevent timely completion of the project.

End of Section 100

SECTION 200

PROPOSAL RESPONSE FORM

_____, 2025

To the Directors of NW LINKS

(I/we) do hereby declare that (I am/we are) the only firm or corporation interested in this proposal, and that no other person, firm or corporation than the one herein named has any interest herein or in the contract proposed to be taken; and that it is made without any connection with any person, firm or corporation making proposal for the same work, and that it is in all respects fair as to each item proposed and as to the proposal as a whole, and without collusion or fraud; also that no officer or employee of any of the participating institutions, who is by law excluded from participating therein, is directly or indirectly interested herein, or in the furnishing of the supplies, or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof;

With the understanding that any contract resulting from the proposals taken herein will be governed, construed and enforced according to the laws of the State of Minnesota. All actions whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Minnesota and in no other. In accordance herewith the parties to this proposal submit to the jurisdiction of the courts of the State of Minnesota;

And do declare that (I/we) have carefully examined the project specifications and addenda (if any), and hereby propose to furnish the following items, and do the following work for the sum hereinafter set forth, that is;

SCHEDULE OF PRICES

The Respondent will provide all pricing on the schedule included in Section 801. This schedule will be submitted with this signed Proposal Response Form.

SERVICE

If the service agency providing the hourly service or maintenance contract work is other than the Respondent, complete the following:

Service Agency:

Company Name _____

Address _____

Contact Person

Telephone Number

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

No Addenda Received

Date

By: (Initials)

Or

Addendum No. 1

Date

By: (Initials)

Addendum No. 2

Date

By: (Initials)

Addendum No. 3

Date

By: (Initials)

Addendum No. 4

Date

By: (Initials)

Addendum No. 5

Date

By: (Initials)

Addendum No. 6

Date

By: (Initials)

Addendum No. 7

Date

By: (Initials)

Addendum No. 8

Date

By: (Initials)

If Respondent is a corporation, the signature of an officer or individual authorized to make this commitment for the Respondent is required. If the Respondent is carrying on business under a firm name and is not incorporated or is a Partnership, the members of the firm must sign below the firm name, and their names be typed or clearly printed below the signature.

Corporation or Partnership Name

Street Address

City, State & Zip Code

President/CEO

Authorized Signature

Authorized Signers Name (Printed or Typed)

Signers Official Title

Telephone Number

If Respondent is a partnership or a joint venture, complete the following (subcontractors are to be identified in Section 400):

Name of Joint Venture or Partnership (if any)

The Respondent representing the partnership to the Owner will complete the preceding page.
Partners are to be listed below:

1.

Partner Name	_____
Street Address	_____
City, State & Zip Code	_____

2.

Partner Name	_____
Street Address	_____
City, State & Zip Code	_____

3.

Partner Name	_____
Street Address	_____
City, State & Zip Code	_____

4.

Partner Name	_____
Street Address	_____
City, State & Zip Code	_____

5.

Partner Name	_____
Street Address	_____
City, State & Zip Code	_____

End of Section 200

SECTION 400

PROPOSED SUBCONTRACTORS

The Respondent will state the names of all proposed Subcontractors to be employed in the execution of the specified work, and the work to be performed by that Subcontractor. This form will be included with the Bid Form as part of the bidder's response.

If none, the Bidder will write "NONE": _____

1. _____
Equipment or Services

Subcontractor Name

Street Address

City, State & Zip Code

Contact Person

Telephone Number

2. _____
Equipment or Services

Subcontractor Name

Street Address

City, State & Zip Code

Contact Person

Telephone Number

3. _____
Equipment or Services

Subcontractor Name

Street Address

City, State & Zip Code

Contact Person

Telephone Number

4. _____
Equipment or Services

Subcontractor Name

Street Address

City, State & Zip Code

Contact Person

Telephone Number

5. _____
Equipment or Services

Subcontractor Name

Street Address

City, State & Zip Code

Contact Person

Telephone Number

6. _____
Equipment or Services

Subcontractor Name

Street Address

City, State & Zip Code

Contact Person

Telephone Number

The signature below certifies that the above list of Subcontractors is submitted with full knowledge and consent of those respective parties.

Bidder Name

Bidder (Signature)

Title

End of Section 400

SECTION 500

CONTRACT FORM

CONTRACT FOR SERVICE

1. Any contract form submitted by the Contractor or the Contractor's financial agent, is subject to review, comment, and modification by the Owner and the Owner's legal counsel. Any contract form to be executed between Owner's governing body and the Contractor must be fully acceptable to the Owner's governing board and the Owner's legal counsel.
2. The Owner will provide a contract form for consideration by the Contractor if the Contractor does not furnish a contract form.
3. Any contract form will clearly state the services to be provided and will include Sections 700 - 801 of these specifications as attachments.
4. The Contract will provide for a total term of three (3) years of leased service with two (2) optional one-year extensions.
5. The Contract will allow the addition and deletion of sites from the contract. The following protocols will be followed for the addition or deletion of sites.
 - a) Additions: At the request of the Owner, the Contractor will provide contract pricing to add additional sites. The site added will be for a term that is coterminous with the existing contract and will terminate and be eligible for contract extensions in the same manner as the sites originally part of the contract. There will be no limit on the number of sites that can be added to the contract. The Owner is not obligated to accept the pricing submitted for the addition of new sites.
 - b) Deletions: At the request of the Owner, the Contractor will delete from the contract any site as requested within 30 days of the date of the request. In this event, all Contractor customer premise equipment (CPE) and circuits will be terminated at no cost to the Owner. The costs associated with the deleted site will be removed from the monthly billing to the Owner. The Owner may delete no more than 10% of the total sites. 10% will relate to the total number of K12, Public Library or other sites and any combination thereof. Deletions of a site will have no relation to the amount of bandwidth or cost related to that site.
 - c) In the event that the total amount of regional transport bandwidth provided at the commencement of the Contract is reduced by more than 20% as a result site deletions or reduction in service levels from the Contract, the Contractor will have the opportunity to adjust pricing for the remaining regional sites and services. The Owner is not obligated to accept the pricing adjustments and reserves the right to negotiate with the Contractor in the Owners best interest.

End of Section 500

SECTION 600

GENERAL CONDITIONS

1. INTRODUCTION

- 1.1. When the word "Contract" appears herein, it will mean all of the following parts, together with all authorized modifications thereof:

- Request for Proposals
- Contract Agreement
- Special Instructions to Respondents
- Instructions to Respondents
- Proposed Sub-Contractor's Form
- Conditions of the Contract
- Technical Specifications
- Drawings, Supplemental Drawings and Schedules
- Addenda, If Any
- Respondent's Proposal

- 1.2. The contract documents are complementary and what is called for by one will be as binding as if called for by all.
- 1.3. This specification sets forth conditions and requirements which apply to the supply, delivery, and installation of data transport facilities and services.

2. EXECUTION

- 2.1. The successful Respondent will provide to the Owner no later than February 15, 2025, a written Contract and furnish proof of satisfactory insurance in the amounts and in the manner specified in the Contract Documents or Addenda thereto.
- 2.2. If return of the executed Contract within the specified time is impossible due to the absence of one or more of the required signers, an extension of time may be granted by the Owner, provided satisfactory and timely evidence is furnished by the successful Respondent.

3. SUBCONTRACTOR'S INSURANCE

- 3.1. The Contractor will not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner.
- 3.2. The Contractor will not permit any Subcontractor to commence work on his Subcontract until all similar insurance required of the Subcontractor has been obtained and approved.
- 3.3. The Contractor will take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor will require the Subcontractors similarly to

provide Worker's Compensation Insurance for all the latter's employees.

- 3.4. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Worker's Compensation Statute, the Contractor will provide and will cause each Subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.
- 3.5. The Contractor will take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as will protect him and any Subcontractors performing work covered by the Contract and the Owner and its agents and employees from any claims of any nature, whether meritorious or otherwise, including claims for damages for personal injury, including errors and omissions, violations of data privacy laws, vendor disclaimers and accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance will be \$1,000,000 per incident on bodily injury and property damage combined and \$2,000,000 per incident for excess liability. The Contractor further agrees to name the Owner as additional insured on the general comprehensive liability and property damage liability insurance policies and to provide the Owner with Certificates of said insurance.
- 3.6. The Contractor will carry Workers Compensation Insurance in amounts and form which complies with all state and federal requirements.
- 3.7. In the case that any or all of the Contractor's work is sublet, the Contractor will require the Subcontractor to procure and maintain all insurance required of the Contractor as set forth herein.
- 3.8. The insurance required herein will provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.
- 3.9. The preceding paragraph requires the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy for rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the contractor.
- 3.10. The Contractor and/or Subcontractor will furnish to the Owner, prior to beginning the work, the policy as specified herein, and satisfactory proof of coverage of all the insurance required by this contract. The Contractor agrees that said insurance policies are not cancelable until the documents have been supplied to the Owner with policies to replace those being canceled. The canceling and/or replacing company will be responsible for all work completed prior to the cancellation of the policies. The Contractor agrees to notify the Owner at least twenty (20) days prior to cancellation or a change in any of the aforementioned insurance policies by the insurance company or the Contractor.

4. TIME REQUIREMENTS

- 4.1. The successful Respondent will commence the work immediately following execution of the written contract and will prosecute said work so as to complete the entire base bid portion of the project, including acceptance testing, by the completion date set forth in Section 100.

5. SCHEDULE OF CONSTRUCTION

- 5.1. The Respondent to whom the Contract is awarded will furnish the Owner with a project schedule with major milestones clearly identified.
- 5.2. This schedule must be furnished within thirty (30) days after receipt of Notice of Award.

6. EXTENSION OF TIME

- 6.1. The Owner will grant extensions of time when delays occur due to events which are beyond the reasonable control of the Contractor.
- 6.2. All requests and claims for extensions of time must be filed with the Owner at the time of the cause for delay, or immediately following same.

7. CORRELATION AND INTENT OF THE DOCUMENTS

- 7.1. The intention of the project documents is to include the complete description of all labor and materials necessary to the proper execution of the Contract.
- 7.2. It is not intended that materials or work not covered by or properly inferable from any information contained within the specifications will be supplied, unless distinctly so noted in the Request for Proposals.
- 7.3. Materials or work described in words which, so applied, have a well-known technical or trade meaning will be held to refer to such recognized standards.

8. DRAWINGS AND INSTRUCTIONS

- 8.1. The Owner and/or Network Coordinator will furnish with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the Contract.
- 8.2. All such drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.
- 8.3. Work will be executed in conformity therewith, and the Contractor will do no work without the proper drawings and instructions. In giving such additional instructions, the Network Coordinator will be authorized to make minor changes in the work, not involving extra cost and not inconsistent with the purposes of the work.
- 8.4. The Contractor will keep one copy of the specifications for this Project in good order and

available to the Network Coordinator and his representatives.

- 8.5. It is the intention of these specifications to provide for this procurement in a complete and thorough manner. The Contractor to whom the Contract is awarded will furnish all materials, and all labor necessary to complete the project in accordance with these specifications, and the Contractor will be entitled to no extra compensation for work done not specifically mentioned herein unless extra work has been ordered in writing by the Owner.

9. NETWORK COORDINATORS DECISIONS

- 9.1. The Network Coordinator will in all cases determine the quality, acceptability and fitness of the work and materials which are to be paid for hereunder and will decide all questions which may arise as to the fulfillment of this Contract on the part of the Contractor.
- 9.2. The Network Coordinators interpretation of the Contract and his determination and decision thereon will be final and conclusive; and such determination and decision, in case any question arises, will be a condition precedent to the right of the Contractor to receive any money hereunder.
- 9.3. The Network Coordinator will have the right to correct, in writing, any clerical, mathematical or minor errors or omissions in the specifications when such corrections are necessary for the proper fulfillment of their intention.

10. CONTRACT MANAGEMENT

- 10.1. The Contractor will appoint a Project Manager who will be responsible for the progress and quality of all work to be performed and will be available for discussion of any contract issues, when requested by the Network Coordinator.
- 10.2. The Network Coordinator will deliver all official documents addressed to the Contractor to the Project Manager. The Project Manager will be available at the time of the contract award by the Owner. The name, address and telephone number of the person to be designated Project Manager will be included with the Contract.

11. PRECEDENCE OF DOCUMENTS

- 11.1. In order to resolve any inconsistencies in the Contract Documents, precedence will be given in the following order:
 - (a) Request for Proposals; General Terms and Conditions.
 - (b) Request for Proposals; Technical specifications.
 - (c) Respondent's Proposal.
- 11.2. The Request for Proposals will remain the document of precedence concerning issues related to Installation, Operation, Maintenance, Warranty, Training, Documentation and Acceptance unless formal exemption is granted in writing to the Contractor by the

Owner.

12. INTERPRETATIONS AND CHANGE ORDERS

- 12.1. No oral interpretation will be made to any respondent as to the meaning of any of the Contract documents, or to modify any of the provisions of the Contract documents. Every request for an interpretation will be made in writing and addressed and forwarded to the Network Coordinator. The Owner will not be responsible for any other explanation or interpretation of the Plans and specifications.
- 12.2. Conditions which require a change or major variation from the original plans will be covered by a Change Order which will be issued by the Owner.
- 12.3. The change order will set forth in complete detail the nature of the change and, if necessary, the reasons therefore.
- 12.4. The compensation to be paid the Contractor, and whether it is an addition or a reduction with respect to the original contract costs, will be covered in detail.
- 12.5. Should additional or supplemental drawings be required, they will be furnished by the Owner.

13. SUBMISSION OF INVOICES FOR SERVICES

- 13.1. The Contractor will submit to the Owner all invoices and requests for payment for equipment and services in a timely manner, and only after all equipment and services to be provided is in place and certified fully operational.

14. PAYMENTS

- 14.1. The Contractor is required to submit a proposed payment schedule for equipment and services which are purchased.
- 14.2. Payments on contracts and payments for services will be made only upon delivery and installation of all equipment and services included as part of the contract or agreement.
- 14.3. Owner will make payment to the Contractor for equipment and services provided by the Contractor according to the mutually agreed upon schedule. Equipment and services will not be paid for prior to delivery.
- 14.4. Certification for payment will be made by the Network Coordinator of the delivery and installation of said equipment or services.
- 14.5. No such payments will be held to constitute an acceptance, in whole or in part, of materials furnished or work completed, by the Owner prior to making final acceptance and final payment after full completion of the Contract.
- 14.6. The Owner will make arrangements so that the formal acceptance procedures as described herein will commence within two weeks of notification from the Contractor that the work is ready for acceptance.

- 14.7. Final payment of all sums due to the Contractor will be made within forty five (45) days after the final completion of the project and within fifteen (15) days of final acceptance of the materials, equipment and services for the total project by the Owner.
- 14.8. Final payment will not be made until the system is proven functional at 99% or better for a minimum of thirty (30) days.

15. RETAINAGE

- 15.1. Retainage is applicable only to equipment and services which are purchased.
- 15.2. Retainage by the Owner is set at 10 percent of all amounts due the Contractor.

16. CERTIFICATE OF COMPLETION AND ACCEPTANCE

- 16.1. Within thirty working days after all the equipment has been installed and has been fully operational in its final system configuration and has met the acceptance criteria detailed in each respective subsection, and when in the opinion of the Network Coordinator, this Contract will have been fully and completely performed on the part of the Contractor, the Network Coordinator will submit a Letter of Final Completion and Acceptance.

17. RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

- 17.1. If evidence is produced before the final settlement of all or any balances that the Contractor has failed to pay laborers employed in his work or failed to pay for materials used therein, or if the Owner has reason to suspect the same, the Owner may, after notifying the Contractor and providing two weeks for the Contractor to respond to the Owner, withhold such balances and upon evidence satisfactory to the Owner as to the amount due for such labor and materials, the Owner acting as the agent of the Contractor may settle and pay for the same and charge the amounts to the Contractor and deduct the same from the said balance or balances.
- 17.2. No payment to laborers or materials suppliers will be made by the Owner acting for the Contractor, unless and until the Contractor has been notified of such pending payments and has had two weeks to respond to the Owner as to the veracity of such claims.

18. ASSIGNMENT

- 18.1. The Contractor will not assign this contract, or any part hereof, or any moneys due or to become due hereunder, without the approval of the Owner.

19. SUBCONTRACTING

- 19.1. No part of this Contract will be sublet without the full and prior written approval of the Owner.
- 19.2. If the Contractor will sublet any part of this contract, the contractor will be as fully responsible to the Owner for the acts and omissions of the Subcontractor and of the persons either directly or indirectly employed by his Subcontractor as he is for the acts and

omissions of persons employed by himself.

- 19.3. Contractors intending to subcontract portions of the work included in this project will provide all information required in Section 400 of this specification.
- 19.4. The Contractor will obtain from each Subcontractors all of the required insurance forms and certificates and submit them to the Network Coordinator with the signed Contract.
- 19.5. The Contractor will cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to the Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the Owner may exercise over Contractor under provisions of this contract.
- 19.6. Nothing contained in this contract will create any contractual relations between Subcontractor and the Owner or between any Subcontractors.

20. NOTICE AND SERVICE THEREOF

- 20.1. Any notice to any Contractor from the Owner relative to any part of this contract will be considered delivered and the service thereof completed when said notice is delivered to the Contractor's Project Manager.

21. TITLE FOR EQUIPMENT

- 21.1. Title for any parts of the system furnished which are purchased will transfer to the Owner at the time payment is made. Prior to that time all equipment remains the property and responsibility of the Contractor.
- 21.2. Title for all parts of the system which are leased or part of a service contract will remain with the Contractor. At no time will the Owner hold or attain title to any leased equipment, nor will the Owner be allowed to purchase leased equipment at the end of the contract term.

22. CONTRACTOR'S LIABILITY

- 22.1. The Contractor will be required by his contract to defend, indemnify, and hold the Owner harmless from all claims of damages, from any and all causes during the contract, and until all work has been accepted by the Owner, and he will pay all losses, damages or claims recovered that the Owner may be liable for, and save the Owner harmless in all things, from any accident or casualty, damages, losses or claims which may happen or arise out of or related to Contractor's performance under this contract.

23. PATENTS

- 23.1. The Contractor will hold and save the Owner, its officers, agents, engineers, servants, and employees harmless from liability of any nature of any kind, including cost and expenses for or on account of any patented or non-patented invention, article, or appliance manufactured or used in the work as will satisfy the Owner's requirements.

24. ACCIDENT PREVENTION

- 24.1. Precaution will be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes will be observed. Machinery, equipment and other hazards will be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of state or local laws and ordinances.

25. LOCAL LAWS

- 25.1. The Contractor will abide by and observe all laws, local ordinances and regulations relating to the work to be done, and the use of public streets, alleys and highways. The Contractor will secure all permits and pay all license fees required by law before beginning the work.

26. STATE LAWS

- 26.1. Any contract resulting from the proposals taken herein will be governed, construed and enforced according to the laws of State of Minnesota.
- 26.2. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of the contract will be instituted in the courts of the State of Minnesota located in the appropriate county of Minnesota.
- 26.3. In accordance herewith the parties to this Contract submit to the jurisdiction of the courts of the State of Minnesota, located in the appropriate county of Minnesota.

27. SUSPENSION OF WORK

- 27.1. The Network Coordinator will have the right to suspend the work, or any part of it, for noncompliance or refusal to carry out the specifications, under a fair and reasonable interpretation of the specifications by the Network Coordinator.

28. INSPECTION

- 28.1. Representatives of the Owner as designated by the Network Coordinator will have the right to inspect all work materials, payrolls, records of personnel, invoices of materials and other relevant data and records pertinent to and related to this contract during the life of the contract.

29. INJURY TO WORK

- 29.1. All losses due to damage or injury to the work resulting from the negligence of the Contractor will be borne by the Contractor until completion of the Contract and acceptance of the work by the Owner, and no work will be received by the Owner until fully and completely finished in accordance with the specifications herein.

30. DEFECTIVE EQUIPMENT

- 30.1. Defective equipment may be condemned at any time before the final acceptance of the installation, and such defective equipment will be remedied at once to the satisfaction of the Network Coordinator.

31. REJECTION OF EQUIPMENT AND WORK

- 31.1. The duty of rejecting defective equipment will evolve equally upon the Contractor and Network Coordinator.
- 31.2. Faulty equipment and defective work may be rejected at any time before the final completion and acceptance of the work.
- 31.3. When defective equipment has been condemned it will be at once removed from the project and be stored or otherwise disposed of by the Contractor in a manner acceptable to the Network Coordinator.

32. CLEANUP

- 32.1. On the completion of the installation, the Contractor will clean up the premises, removing any trash, litter, or sweepings due to the performance of their contract.

33. EXTRA WORK

- 33.1. No claims for extra work will be allowed unless same will have been previously ordered by the Network Coordinator in writing, compensation being mentioned in written order and not to exceed ten percent (10%) of the total contract amount.
- 33.2. In order to ascertain the cost or value of any change or extra work required under the above clause of the Contract, the Contractor will preserve and afford to the Network Coordinator every facility for the examination of bills, invoices, payrolls, vouchers, or other necessary and directly pertinent evidence for the verification of such cost and upon demand of the Owner or Network Coordinator, the Contractor will produce for examination such required data.

34. PERMITS AND FEES

- 34.1. The Contractor will obtain and pay for all licenses, fees, and permits that are or may be required by local, state, or federal authority having jurisdiction for the completion of the work specified herein.

35. ELECTRICAL WORK

- 35.1. Any and all line voltage electrical work (110 volts and higher) will require the services of a licensed electrical wireman and will be performed by a journeyman electrician properly licensed by the State of Minnesota.

- 35.2. Any and all low-voltage electrical work will require the services of a Power Limited Technician that is properly licensed by the state where the work is performed. This Power Limited Technician will be employed by a Technology Systems Contractor that is licensed by the Minnesota State Board of Electricity. The Technology Systems Contractor will have in their employ a full-time licensed power limited technician who is identified in writing to the Board of Electricity.

36. ENGINEERING

- 36.1. Any and all engineering work and services, whether electrical, mechanical, civil, structural, or other, which requires the services of a registered engineer will be performed by an engineer properly licensed by the State of Minnesota.
- 36.2. All engineering services will be acquired by the Contractor and the cost included in their proposal.

37. SAFETY

- 37.1. The Contractor will determine that all safety issues and concerns are addressed with respect to the protection of personnel and property. Outside plant cable shields will be grounded to maintain induced voltages to a safe level. Equipment racks may be grounded via the ground wire and pin of the electrical power cord, or by other methods acceptable to the National Electrical Code, OSHA, and Contractor plant practices. All equipment will be securely mounted to the building structure or otherwise attached to protect personnel from falling objects.

38. INSPECTIONS

- 38.1. The Contractor will, when required by law or ordinance, request and coordinate all inspections of equipment and work by the appropriate inspection authority. All inspection fees will be paid by the contractor.

39. REPORTING OF EQUIPMENT START-UP DATES

- 39.1. The Contractor will report the service startup dates to the Network Coordinator.
- 39.2. These reports will be submitted in writing and will be used to determine that the equipment has fulfilled the requirements of the specification with regard to number of days operating without a failure.

40. TERMINATION FOR BREACH

- 40.1. Reasons for Termination of Contract for breach will be those set forth in the Contract. If no contractual provision is made, the following will apply:
- a) In the event that any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such contract; such notices to contain the reasons for such intention to terminate the contract, and unless within ten

(10) days after the service of such notice upon the Contractor, such violation or delay will cease and satisfactory arrangement for correction be made, the Contract will, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner will immediately serve notice thereof upon the Surety and the Contractor, and the Surety will have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance immediately following his notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and his Surety will be liable to the Owner for any excess cost to complete the system or subsystem to a capability not exceeding that originally required by the contract, and in such event the Owner may take possession of and utilize in completing the work, such materials as have been delivered to the work site for installation.

- 40.2. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under any other provisions of the contract, Owner, ordinances, and state and federal laws.

End of Section 600

SECTION 700

SCOPE OF WORK

1. GENERAL

- 1.1. The Owner and Network Coordinator intend to evaluate suitable options to provide a regional data infrastructure to serve its sites as listed in Section 800. This infrastructure may consist of any modern transmission technology and terminal equipment between physical sites. This infrastructure will provide connectivity for TCP/IP data services.
- 1.2. The Owner's existing data infrastructure consists primarily of Ethernet circuits.
 - a) Most existing site connections consist of fiber-based Ethernet connections terminated to a service provider. Most K12 sites and each library has fewer than 7 public IP's assigned to it.
 - b) The current network infrastructure is designed as a dedicated private, wide area network. Data traffic between network sites and transmitted to other pertinent entities, such as MDE, does not travel the commercial Internet. It is routed over the dedicated network to provide for faster transmission speeds, higher data security, low latency and high availability.
 - c) All existing data equipment is owned by the current provider. Title to this equipment will not be transferred to the Owner at the end of the existing contract.
 - d) The current provider will be responsible for the removal of all existing equipment for which they will retain ownership, and all costs associated with the removal of said equipment.
- 1.3. The Proposal Responses requested in these specifications is for Data Facilities and Services. This proposal includes all equipment and services required to meet these specification requirements using the local site bandwidth indicated in the column Tier 1 through Tier 5 in Section 801 (not all Tiers apply, See Section 801).
- 1.4. It is the Owner's intention to select a technology system that best performs as and resembles the overall quality and reliability of the existing data infrastructure and premise equipment.
- 1.5. The Owner reserves the right to select the specific technology which it deems will best serve the project, regardless of the costs submitted in any bids received.

2. GENERAL SYSTEM REQUIREMENTS

- 2.1. These specifications describe equipment and installation work which together comprise a complete and operational transmission facility system to interconnect each and all of the sites identified in Section 800.

- 2.2. The complete system will include when called for in these specifications all required data switches and routers, all auxiliary and miscellaneous equipment, equipment racks, data connectors, wiring and miscellaneous hardware, etc.
- 2.3. The project sites are identified in Section 800. Each site is to be equipped as an active site complete with all transmission equipment and transport facilities as specified.
- 2.4. Terminal equipment for all active sites will be placed and installed on the premises of the site being served by that equipment. The exact location of the active site terminal equipment will be identified and that information provided to the Contractor prior to execution of the contract.
- 2.5. Transport facilities to each site will be capable of supporting TCP/IP data communication with the hub site.
 - (a) Each site will have the ability to request more bandwidth between themselves and the hub site(s). These requests will be approved by the Owner during the term of the contract.
- 2.6. Respondents wishing to submit more than one transport solution will do so in separate Proposals. The alternate transport solution will be included as an additional option. All bid responses will adhere to the format and submittal requirements found in these specifications.
- 2.7. Any Proposal from a single Respondent will not be dependent on the acceptance of any other Proposal from the same or other Respondent.
- 2.8. The preceding paragraphs and associated schedules identify the locations or sites to be connected and describe the minimum acceptable traffic capacity for the system. The exact physical configuration of the network and the specific transmission facilities will be selected and engineered by the Respondent so as to maximize the economic and technical benefits to the project.

3. SYSTEM RESPONSIBILITY

- 3.1. It is the responsibility of the Contractor to provide a complete and working system or systems that will operate continuously in a satisfactory and reliable manner.
- 3.2. It is the responsibility of the Respondent to verify that the proposed system design will function in the manner specified herein.
- 3.3. The Respondent will immediately report in writing to the Network Coordinator any concern or question as to their ability to meet the requirements of this specification.
- 3.4. All incidental items normally required for the installation and operation of the system and the equipment specified, even if not specifically mentioned herein or shown in the drawings, will be supplied by the Contractor without claim for additional payment.
- 3.5. The Contractor will be responsible for adjusting the performance of the systems upon completion of installation, and where applicable, for demonstrating the operation and maintenance procedures of the system to the Owner's representatives.

3.6. The Contractor will be responsible for maintaining the system and will have in their possession the requisite test equipment and expertise.

4. DOCUMENTATION

4.1. The Contractor will, prior to system final acceptance, furnish to the Owner two (2) identical paper copies and one (1) electronic copy of all documentation which is required for the Owner's operation of the system. The Contractor will have on file the identical documentation provided.

4.2. Each paper copy will be assembled in a three-ring binder or other suitable binder.

5. WARRANTY

5.1. The Contractor will warrant all materials and workmanship supplied by him under this agreement or contract for the full term of same. If any defect or malfunction occurs prior to expiration of that period of time, the Contractor will determine the cause, remove, repair or replace the defective unit at his sole cost and expense.

6. MAINTENANCE

6.1. The Contractor will provide the required system support and maintenance as detailed in Section 712.

6.2. The Contractor will operate and maintain an online and customer accessible trouble-ticket system in which requests for technical support are assigned a unique case number with which all communication and documentation related to the support request can be referenced.

6.3. Major service outages or failures will be repaired within four (4) hours after said outage or failure is reported. Refer to Section 712 for details.

6.4. Minor service and/or equipment problems will be repaired within twenty four (24) hours after said problem is reported. Refer to Section 712 for details.

6.5. The Contractor will provide all preventative (scheduled) and corrective (nonscheduled) maintenance of all equipment and facilities at no cost to the Owner. Any and all maintenance will be coordinated with the Owner and the member sites.

6.6. The Owner will be responsible for the cost of maintenance, repair, and replacement of installed and operational terminal equipment located on the Owner's premises which results from un-authorized adjustments, tampering, misuse and abuse.

6.7. The Contractor will provide the Network Coordinator with the name, address, and telephone numbers of the responsible repair person or organization for each site listed in Section 800.

7. ACCEPTANCE PROCEDURE

7.1. Certification of Completion

- (a) The Contractor will certify in writing to the Owner that the entire system is in fact delivered, installed, connected, tested, and fully operational, and that it is in full compliance with all of the requirements of the Specification and the Contract.
- (b) The Contractor will certify in writing that no mechanics or other liens are on record against said equipment, for work done or materials furnished by any person or persons, for or on behalf of the contractor, any subcontractor, or their employees.
- (c) This written certification must be signed by an officer of the Contractor's company.

7.2. Acceptance Inspection

- (a) When the system is certified complete and ready for inspection and demonstration, the Contractor will notify the Network Coordinator in writing requesting the system acceptance inspection.
- (b) It will be the responsibility of the Contractor to create and submit to the Owner a punch list that is appropriate to the installed technology and will be used during the inspection and demonstration. The Owner will approve this punch list prior to inspection and demonstration. If the submitted punch list is incomplete or otherwise not acceptable to the Owner, the Contractor will revise and resubmit the punch list until it is found satisfactory by the Owner.
- (c) The Contractor will coordinate with the Network Coordinator to determine a suitable date and time within thirty (30) days from the written request for system acceptance inspection (see 7.2a above).
- (d) Acceptance inspection will include the Contractor, the Network Coordinator, the Project Evaluation Team and other representatives of the Owner.
- (e) If required, a punch list of items which are found to be missing, inoperable or unacceptable will be prepared by the Network Coordinator.
- (f) These items will be completed to the satisfaction of the Network Coordinator prior to final acceptance.

7.3. System Demonstration

- (a) When the system installation and initial testing is complete, and the system is acceptable for demonstration, the Contractor will so indicate in writing to the Network Coordinator. The Network Coordinator will establish a date and time for the system demonstration.
- (b) The system demonstration will be conducted by the Contractor's personnel and will be presented to the Network Coordinator and other such persons as selected by the Network Coordinator.
- (c) The Contractor will demonstrate all system functions in a clear and concise manner and will answer the questions of those in attendance.

7.4. Final Acceptance

- (a) Upon final completion of the above tasks, and the satisfactory resolution of all punch list items, the Owner will issue a letter of final acceptance to the Contractor.
- (b) Final acceptance of the system is the responsibility of the Owner. All inspections will be conducted by the Network Coordinator, or his authorized representative, in the presence of the Contractor.
- (c) All demonstrations are to be conducted by the Contractor in the presence of the Network Coordinator.

End of Section 700

SECTION 710

TRANSPORT FACILITIES

1. GENERAL REQUIREMENTS

- 1.1 The equipment specified herein will, in all cases, meet or exceed the requirements of the Electronics Industries Association (EIA).
- 1.2 Equipment herein designated will be new and of the latest design presently in production by the manufacturer. The definition of “new” will include that equipment which is within the manufacturer’s current product line and has the latest software and firmware versions installed. The equipment will not be scheduled for discontinuation by the manufacturer for a period of no less than 12 months from the commencement of the Contract (July 1, 2025).
- 1.3 This Section applies to transport facility equipment, installation and maintenance.

2 TRANSPORT FACILITIES -GENERAL DESCRIPTION

- 2.1 Transport facilities will terminate at the endpoints listed in Section 800.
- 2.2 Any necessary in-building wiring will comply with all state/local building, electrical, and fire codes.
- 2.3 In-building wiring will comply with the most current Commercial Building Standards for Telecommunications Pathways and Spaces.
- 2.4 The Respondent will own the transport facilities that are being proposed or will have legal and binding agreements with the owners of same transport facilities for the use and leasing out of said facilities for a period equal to or greater than 3 years from the date of commencement of an awarded contract resulting from these specifications.
- 2.5 If the Respondent cannot comply with any one or more of the requirements set forth in these paragraphs, the Respondent will include with their proposal a clear, concise, and complete narrative stating the reason(s) why exception must be taken. The reasons may be economic, technical, etc. The Owner will make the final determination as to the acceptability of proposals which take exception to the requirements set forth herein.
- 2.6 It is understood and expected that existing conditions may occasionally be the cause of a mutually agreed to compromise of some of the requirements set forth herein. The Respondent is encouraged to advance all opportunities which will provide an acceptable system at the lowest possible cost.
- 2.7 Transport facilities are not required to be the same for all sites. The Respondent should utilize transport facilities that best serve the site with regard to both overall performance, reliability, Quality of Service (QoS), and total cost. Acceptable transport technologies include:
 - a) Fiber Optic based IP networks

- b) DSL and Broadband technologies
- c) Digital leased lines (DS1, DS3, etc)
- d) Wireless technology

3 EQUIPMENT RACKS

- 3.1 Terminal equipment and accessories will be designed to mount in standard EIA equipment racks enclosures that are to be furnished as part of the package.

4 AC LINE POWER PROTECTION

- 4.1 The Contractor will provide AC power protection devices and uninterruptible power supplies for all contract related equipment located at the hub sites(s).

5 TERMINAL DEMARCATION PANELS

- 5.1 Equipment/service demarcation panels will be included that create a suitable interface between the transport equipment and the customer equipment.

6 INSTALLATION -TERMINAL EQUIPMENT

- 6.1 All equipment termination panels will be clearly and permanently labeled.
- 6.2 The Contractor will remove all packing material and excess material required for installation prior to completion of the project and will otherwise restore the site to its original condition.
- 6.3 The Owner will designate the exact location of equipment racks at each site at the earliest possible time after execution of the contract.

7 EQUIPMENT RACK POWER AND GROUNDING

- 7.1 The Owner's electrical contractor will provide the necessary electrical power to the equipment rack location, including all conduit, terminal cabinets, junction and outlet boxes as required. This work will be performed at the Owner's expense.

8 PROOF OF PERFORMANCE

- 8.1 Following the installation and activation of all equipment, each and every link and all channels will be tested and evaluated using the appropriate test equipment and methods to insure and verify proper transmission characteristics.
- 8.2 The results of all tests will be documented and become part of the Contractor's maintenance records. This documentation will be made available to the Owner and Network Coordinator if so requested.

End of Section 710

SECTION 711

DATA INFRASTRUCTURE

1. GENERAL REQUIREMENTS

- 1.1 The equipment specified herein will, in all cases, meet or exceed the requirements of the Electronics Industries Association (EIA).
- 1.2 Equipment herein designated will be new and of the latest design presently in production by the manufacturer. The definition of “new” will include that equipment which is within the manufacturer’s current product line and has the latest software and firmware versions installed. The equipment will not be scheduled for discontinuation by the manufacturer for a period of no less than 12 months from the commencement of the Contract (July 1, 2025).
- 1.3 All electronic equipment provided for this system will be solid-state in design and construction.
- 1.4 This Section applies to TCP/IP data transport equipment, installation and maintenance.

2. DATA NETWORK REQUIREMENTS

- 2.1 The equipment provided to facilitate this service will permit data communication for and between all sites as defined in the included schedules using TCP/IP Transmission Protocols.
- 2.2 The Contractor will provide TCP/IP transport and Internet connectivity to all sites listed in Section 800.
- 2.3 If it is deemed necessary for performance purposes by Owner, the Contractor will maintain a peering point presence so that data traffic transmitted between network sites and other pertinent entities, such as MDE, is routed in such a manner as to provide faster transmission speeds, higher data security, low latency and high availability.
- 2.4 The Contractor will provide pricing for the bandwidth tiers for the sites listed in Section 801. The pricing will be provided using the form found in Section 801.
- 2.5 The Contractor will maintain an egress internet bandwidth capacity at the ISP hub sites of an amount no less than 50% of the sum of transport bandwidth provided to all local sites served by the ISP hub site. As NW LINKS sites are added and/or deleted or local site bandwidth is increased or decreased, the egress bandwidth capacity at the ISP hub site(s) will be modified to maintain the 50% requirement. Increases or reductions in costs for the ISP hub site(s) egress Internet bandwidth will be included in the costs provided to the Owner when adding or deleting a site and making local site bandwidth modifications.
- 2.6 The data network will provide Quality of Service features including but not limited to - Priority and Custom Queuing (PQ/CQ), and various mechanisms of flow control.

- 2.7 Internet connectivity will include IP Address allocation, DNS service, and maintenance. The equipment will provide switching and/or routing of both IPv4 and IPv6 protocol families.
- 2.8 The data network will include provisions for an email anti-spam/anti-virus system that will provide reasonable protection to all NW LINKS member sites listed in Section 800. Each member site will have the ability to manage their domain name(s). Each individual email user will have the ability to control their individual mailbox settings and manage their quarantines.
- 2.9 The data network will include one (1) co-located full height data rack at a centralized location (currently 702 Communications – Moorhead) that will be accessible by all NW LINKS member sites via the data network. This rack will have the following characteristics:
- a) Redundant power -120V/30A
 - b) Minimum one (1) Gigabit Ethernet connection into the NW LINKS data network
 - c) Provide sufficient fully routable public IP Internet Addresses to properly operate all equipment located in the described rack.
- 2.10 The Contractor will provide installation, configuration, and setup for each site, including conversion from existing systems as required.
- 2.11 The Contractor will include in the Base Proposal the costs associated with the transfer and modification of existing DNS records from the existing Internet Service Provider including all host, MX, and SOA records.
- 2.12 The Contractor will provide real-time monitoring of all individual sites and ISP hub sites bandwidth utilization levels and packet response times. This data will be available via a Web interface to each site. There will be a single username/password that will grant all sites access to the data related to all sites and ISP hub sites.
- 2.13 If the Respondent cannot comply with any one or more of the requirements set forth in these paragraphs, the Respondent will include with their Proposal a clear, concise, and complete narrative stating the reason(s) why exception must be taken. The reason(s) may be economic, technical, etc. The Network Coordinator will make the final determination as to the acceptability of Proposals which take exception to the requirements set forth herein.
- 2.14 It is understood and expected that existing conditions may occasionally be the cause of a mutually agreed to compromise of some of the requirements set forth herein. The Respondent is encouraged to advance all opportunities which will provide an acceptable system at the lowest possible cost.
- 2.15 Contractor WILL NOT be required to provide the following in the Base Proposal:
- a) IP address configuration of internal site computers and hosts.
 - b) Configuration of site email systems, SMTP hosts, or web hosting services.

- c) Configuration of existing Internet firewall security, content filtering, or user authentication systems.
- d) Configuration of any firewalls, proxy servers, or other site-owned gateway devices.

3. EQUIPMENT RACKS

- 3.1 Terminal equipment and accessories will be designed to mount in standard EIA equipment racks enclosures that are to be furnished as part of the package.

4. AC LINE POWER PROTECTION

- 4.1 The Contractor will provide AC power protection devices and uninterruptible power supplies for all contract related equipment located at the hub sites(s).

5. INSTALLATION -TERMINAL EQUIPMENT

- 5.1 All equipment front panel controls used in the normal operation of the system will be clearly and permanently labeled.
- 5.2 All data input and output jacks will be labeled in a permanent, clear, and legible manner.
- 5.3 The Contractor will remove all packing material and excess material required for installation prior to completion of the project and will otherwise restore the site to its original condition.
- 5.4 The Owner will designate the exact location of equipment racks at each site at the earliest possible time after execution of the contract.

6. EQUIPMENT RACK POWER AND GROUNDING

- 6.1 The Owner's electrical contractor will provide the necessary electrical power to the equipment rack location, including all conduit, terminal cabinets, junction and outlet boxes as required. This work will be performed at the Owner's expense.

7. SYSTEM PERFORMANCE

- 7.1 The data rates and bandwidth available and committed between each site and the system hub(s) will be no less than the amounts submitted in Section 801. These committed data rates will be adjustable to higher levels as needed. These bandwidth adjustments will be able to be controlled remotely from a central location and will be under the control of the Contractor only.
- 7.2 The Network Coordinator will have final authority to approve or deny local site requests for increases in bandwidth. The Network Coordinator will also be responsible for requesting and approving any increases in overall system bandwidth increases that fall outside of the mandatory 2:1 ration described in Paragraph 2.5 of this section.

8. PROOF OF PERFORMANCE

- 8.1 Following the installation and activation of all equipment, each and every link will be tested and evaluated to insure and verify proper transmission speeds and latency.
- 8.2 The results of all tests will be documented and become part of the Contractor's maintenance records. This documentation will be made available to the Network Coordinator if so requested.

End of Section 711

SECTION 712

SUPPORT REQUIREMENTS

1 GENERAL

1.1 Contractor is directed to provide ongoing maintenance and support as defined below.

2 SUPPORT REQUIREMENTS

2.1 The Respondent is to take note that the Contractor will be the primary source of support for all Internet/Data related issues.

2.2 Contractor will provide at no additional cost to the Owner continuous administrative and technical support for the proposed system for the duration of the Contract including the following:

- a) For Internet/Data Systems: A telephone help-desk for the Owner and designated representatives of NW LINKS member sites will be staffed Monday-Friday from 7:00AM to 8:00PM. Any calls during these service hours will be answered immediately.

Help desk personnel will be on-call for all times other than those listed in the preceding paragraph. Any calls outside of the hours listed above will be returned within 60 minutes.

This help-desk will be equipped with a dedicated support telephone number.

- b) On-site technical support whenever required to repair or replace any equipment located at member sites. Maximum on-site response time is one (1) business day.
- c) Maintain an inventory of “hot-spares” for all equipment proposed. Make these spares readily available to all on-site support personnel.
- d) The Contractor will make monthly reports available detailing –
 - 1) bandwidth utilization statistics for individual sites and the Internet 2 connection
 - 2) site and core system equipment uptime
 - 3) logs of any problems or support incidents related to each member sites.

These reports will be made available to all member sites via the Internet.

- e) Contractor will monitor and log all aspects of system status and performance parameters in a real-time manner. Contractor will proactively notify designated site representatives of actual and potential problems as they arise. A voice mail or other form of message to the site representative does not satisfy this notification. In the

event that the site representative is not contacted directly, the Contractor will continue to attempt contact and will also provide notice to the Network Coordinator and other representatives as provided by NW LINKS. NW LINKS will provide a list of alternate contacts for use by the Contractor in the event that this occurs. Contractor will, upon gaining knowledge of the problem, immediately assign support personnel to troubleshoot and resolve the problem. This monitoring and response system will be maintained 24x7x365.

f) A website related to the Contract including the following:

- 1) Contact/Help Desk information
- 2) Directions and procedures for end-users needing technical assistance with both the Internet systems.

2.3 Major service outages or failures will be repaired at no additional cost to the Owner within four (4) hours after said outage or failure is reported.

- a) Major outages will include any problems that result in the total loss of data or video services or degradation of services to the extent that they are rendered unusable for the normal operation of the affected sites. This will include problems that are found at the local site or at the Contractors head-end facilities.

2.4 Minor service and/or equipment problem will be repaired at no additional cost to the Owner within twenty four (24) hours after said problem is reported.

- a) Minor outages will include any problems that result in the partial loss of data or video services or degradation of services to the extent that while still functioning, they no longer meet the performance requirements for a given site. This will include intermittent problems that are found at the local site Contractors head-end facilities.

2.5 Contractor will provide monthly accounting of all charges to Owner detailed by site.

2.6 Following final acceptance of installed system, Contractor will provide the following Moves/Adds/Changes to the system including all operational sites as requested and at no additional cost to the Owner and in a timely manner. The same Moves/Adds/Changes shall be made available to any sites that are added to the system after the commencement of the Contract.

- 1) DNS registration/modifications
- 2) IP Domain registration/modifications
- 3) Installation charges for capacity modification (circuit upgrades, configuration changes, transport facility termination, etc)

The Owner will provide a list of designated NW LINKS and local site representatives. It is these representatives that will be authorized to initiate service requests and will be share with the Owner the responsibility for communication between the individual sites and the

Contractor. At no time will the Contractor be required to work with end-users or non-authorized personnel.

- 2.7 The Contractor will provide all preventative (scheduled) and corrective (nonscheduled) maintenance of all equipment and facilities at no cost to the Owner. Any and all maintenance will be coordinated with the Owner and the member sites. The Owner reserves the right to direct the Contractor on suitable times and schedules for said maintenance.
- 2.8 If the maintenance organization is any company or person other than the installing Contractor, that company or person will be identified prior to execution of the contract.
- 2.9 The Owner will be responsible for the cost of maintenance, repair, and replacement of installed and operational terminal equipment located on the Owner's premises which results from un-authorized adjustments (tampering), misuse and abuse.
- 2.10 The Contractor will provide to the Network Coordinator with the name, address, and telephone numbers of the responsible repair person or organization for each site listed in Section 800.

3 SYSTEM RESPONSIBILITY

- 3.1 The Respondent will immediately report in writing to the Network Coordinator and to the Consultant, any concern or question as to their ability to meet the requirements of this specification.
- 3.2 All incidental items normally required for the installation and operation of the system and the equipment specified, even if not specifically mentioned herein or shown on drawings, will be supplied by the Contractor without claim for additional payment.
- 3.3 The Contractor will be responsible for maintaining the system, and will have in their possession the requisite test equipment and expertise.

4 DOCUMENTATION

- 4.1 The Contractor will, prior to system final acceptance, furnish to the Owner with single page handouts with pertinent support information for NW LINKS member sites including support telephone numbers, web page URL's, and any instructions required for reporting a problem or tracking an unresolved issue.
- 4.2 The Contractor will assign a case number to any reported problems that require action on the part of the Contractors support staff. This case number will be made available to the person reporting the problem and may be referenced in any subsequent communication regarding the reported problem.

5 SYSTEM MAINTENANCE

- 5.1 The Contractor will perform regular system maintenance as needed to update equipment. This system maintenance will be scheduled in advance with an email notice being sent to the Network Coordinator and all site contacts as provided by NW LINKS. This

maintenance will occur during times of low-usage, typically late at night or early morning. NW LINKS reserves the right to deny the time or date of the scheduled maintenance if it will cause an undesirable or unacceptable outage.

- 5.2 The Contractor will have the ability to perform unscheduled maintenance when that maintenance is required to remedy an unforeseen or emergency problem and to otherwise maintain the operability and/or integrity of the network.

6 WARRANTY

- 6.1 The Contractor will warrant all materials and workmanship supplied by him under this agreement or contract for the full term of same. If any defect or malfunction occurs prior to expiration of that period of time, the Contractor will determine the cause, remove, repair or replace the defective unit at his sole cost and expense.
- 6.2 The final Contract with the successful Respondent will include a Force Majeure clause that will include extraordinary natural events that cannot be reasonably foreseen or prevented, including acts of terrorism and sabotage.

7 REMEDIES

- 7.1 In the event that the contractor is unable to resolve a service outage, equipment problem, or any other reported problem that affects the performance or reliability of the system, the following refunds will be issued to the Owner.
 - a) For major service outages that are not repaired or remedied within 4 hours of the time the problem was reported, the Contractor will refund the Owner, after the initial response time has expired, an initial credit equal to 1/4 of the site's monthly service fee. Additionally, for every 24-hour period, or portion thereof, past the initial period, Contractor will agree to credit the site an amount equal to 5 times the monthly service rate, pro-rated by day. These refunds will take the form of a credit on the Owners monthly statement. The total credit awarded during any calendar month shall not exceed two (2) times the monthly service charge for that site's circuit(s).
 - b) For minor service outages that are not repaired or remedied within 24 hours of the time the problem was reported, the Contractor will refund the Owner, pro-rated by hour, a credit equal to 5 times the monthly service rate for each hour of service outage past the initial 24-hour period. These refunds will take the form of a credit on the Owners monthly statement. The total credit awarded during any calendar month shall not exceed two (2) times the monthly service charge for that site's circuit(s).
 - c) For any service outages that are not repaired or remedied as specified in paragraphs 7.1a and 7.1b above AND are a result of the Contractor performing system upgrades and/or system maintenance and failing to coordinate with the Owner as specified in paragraph 2.6 above, Contractor will refund the Owner, after the initial response time has expired, an initial credit equal to 1/2 the site's monthly service fee. Additionally, for every 24-hour period, or portion thereof, past the initial period, Contractor will agree to credit the site an amount equal to 10 times the monthly service rate, pro-rated by day. These refunds will take the form of a credit on the Owners monthly

statement. The total credit awarded during any calendar month shall not exceed two (2) times the monthly service charge for that site's circuit(s).

End of Section 712