



STATE OF OKLAHOMA REQUEST FOR PROPOSAL

OKLAHOMA COMMUNITY ANCHOR NETWORK PROJECT

**PLEASE MARK ALL PROPOSAL SUBMISSIONS
WITH THE FOLLOWING INFORMATION:**

RFP Number: B-1101

RFP TITLE: Oklahoma Community Anchor Network Project

DATE ISSUED: May 20, 2011

DATE DUE: June 20, 2011 AT 3:00 P.M., Central

May 20, 2011

Dear Offeror:

You are invited to respond to a Request for Proposal to the Office of State Finance, on behalf of the State of Oklahoma, ("State") for the following:

RFP Number: B-1101

RFP Title: Oklahoma Community Anchor Network Project ("OCAN Project")

Date Due: June 20, 2011

Proposals must be received no later than 3:00 PM, Central on June 20, 2011.

Specific instructions for preparation and submission of a proposal are in the attached Request for Proposal. Proposal submissions **MUST** meet all general and specific terms as described in the Request for Proposal.

Your interest in providing services to the State is appreciated. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "J. M. Fleckinger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joseph Fleckinger, Deputy Director of Information Technology
Office of State Finance

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SECTION 1. PROPOSAL SUBMISSION INSTRUCTIONS

1.1 Offeror Response to RFP: Offeror shall submit a complete Response to the RFP which contains the following: Responses to Questions for Response Packet (Attachment I), Proposal Response Form (Section 6), Form of Certification (Section 7), Contact & Parent Company Information (Section 8), Statement of Price (Section 9), and Exceptions to Request for Proposal (Section 10).

1.2 RFP Submission: Proposals shall be submitted to:

Alana Owen, Procurement Manager
Office of State Finance
alana.owen@osf.ok.gov
405-522-2423

The following information must be clearly marked on the proposal submission:

RFP Number: B-1101

RFP TITLE: Oklahoma Community Anchor Network Project

DATE ISSUED: May 20, 2011

DATE DUE: June 20, 2011 AT 3:00 P.M., Central

1.3 Required Signatures: The Proposal Response Form (Section 6), Form of Certification (Section 7), Statement of Price (Section 9) and Exceptions to Request for Proposal form (Section 10) must have an authorized signature by the offeror and/or agent legally authorized to bind the offeror to the proposal. The authorized signature means a manual, electronic or digital signature or other identifier uniquely linked to a person the supplier authorizes to sign documents the supplier submits to the State. Proposals that fail to include authorized signatures on all of the aforementioned forms will be rejected.

1.4 Proposal Contents: All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive. Proposal should contain only materials and information relevant to the RFP. All proposals will become property of the State and will not be returned.

1.5 Offeror Costs: The State is not liable for any costs incurred by offerors in preparation and presentation of the RFP.

1.6 Effective Period of Proposals: Proposal submitted must remain in effect for a period of ninety (90) days after the closing date. This period may be extended by mutual agreement between the offeror and the State.

1.7 Minor Informalities: The State reserves the right to waive minor informalities in proposals.

- 1.8 Proprietary/Confidential Information:** The State is subject to the Oklahoma Open Records Act (“ORA”), codified at 51 O.S. § 24.A.1, *et seq.* All information sent in response to this RFP which is considered proprietary should be labeled conspicuously as “Confidential” or “Proprietary”. The State undertakes to protect confidential information provided in response to this RFP to the full extent permitted by the ORA.
- 1.9 Proposal Selection:** Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with the offeror(s) so selected.
- 1.10 RFP Awards:** The State reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple offeror award. The acceptance or rejection of any or all proposals and the making of an award or a partial award will be at the sole discretion of the State. The State reserves the right to request additional information. The contract shall be awarded to the qualified offeror(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interest of and provides the best value to the State.
- 1.11 Inquiries:** Prospective offerors may make written inquiries via email concerning this RFP to obtain clarification of requirements. Inquiries will be accepted only until 3:00 P.M., Central, June 3, 2011.

All questions should be directed to:

Alana Owen, Procurement Manager
Office of State Finance
Email: alana.owen@osf.ok.gov
Tele: 405-522-2423

Written response to all questions received will be posted on the Oklahoma Broadband website at www.ok.gov/broadband. Offerors are encouraged to check the website frequently.

- 1.12 Addendum:** Written addendum will be issued for any changes in the Request for Proposal. Acknowledgement of such should be provided in Section 6; Proposal Response Form.
- 1.13 Rejection of RFPs:** The State reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State. All proposals are subject to rejection for, including but not limited to, the following:
- Proposals received after the closing,
 - Proposals which do not contain complete, descriptive responses to “Questions for Response Packets”, Attachment I,
 - Proposals with the required forms not signed,
 - Proposals with the alterations not initialed by the authorized official,

- Proposals not meeting all the terms and conditions,
- Proposals not meeting technical specifications.

- 1.14 No Bids:** Offerors who do not wish to submit a proposal and fail to submit a “No Bid” notification in response to the Request for Proposal may be removed from the Prospective Offerors Mail List.
- 1.15 Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn, by the offeror, prior to the established due date and time. If the offeror needs to change an offer prior to the established due date, a new offer shall be submitted to the State with the following statement, “This offer supersedes the offer previously submitted”.
- 1.16 Damages:** By submitting a proposal, offeror agrees not to make any claims for damages or have any rights to damages because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- 1.17 Pre-Award Presentations:** As part of the proposal evaluation process, the State may require presentations from the offeror(s). Presentations will be at the offeror’s expense.
- 1.18 Pre-Award Negotiations:** Prior to award, the State may elect to conduct negotiations with the highest ranked offeror(s) for purposes of addressing matters set forth in the following list, which may not be exhaustive:
- Obtaining the best pricing,
 - Resolving minor differences and informalities,
 - Clarifying necessary details and responsibilities,
 - Emphasizing important issues and points,
 - Receiving assurances from offerors, and
 - Exploring ways to improve the final contract.
- 1.19 Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the offeror. The offeror shall identify clearly and thoroughly any variation between its offer and this RFP on the Exceptions to Request for Proposal form (Section 10). Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
- 1.20 Protested Solicitations and Awards:** Any actual or prospective offeror, who is aggrieved in connection with the solicitation or award of a contract, may protest to the State. The protest shall be submitted in writing to the State within ten (10) business days of contract award.

All protests to this RFP should be directed to:

Alana Owen, Procurement Manager
Office of State Finance
Email: alana.owen@osf.ok.gov
Tele: 405-522-2423

- 1.21 Acceptance of RFP Content:** The contents of the proposal of the successful offeror(s) will become a contractual obligation if acquisition action ensues. Failure of the successful offeror(s) to accept these obligations in a contract, purchase documents, delivery order or similar acquisition instrument may result in cancellation of the award and such offeror may be removed from future solicitations.
- 1.22 Parent Company:** If an offeror is owned or controlled by a parent company, the parent company's name, main office address, and tax identification number shall be provided in the offeror's proposal on the Contact & Parent Company Information form (Section 8).
- 1.23 Additional Requirements:** Offeror may list any additional requirements that may not have been addressed throughout this RFP.
- 1.24 Exceptions to the RFP:** If the offeror has exceptions to the RFP including the terms and conditions, they must be identified on the Exceptions to Request for Proposal form (Section 10). Please state if there are no exceptions.

SECTION 2. TERMS AND CONDITIONS

- 2.1 Contract Type:** The resulting contract will be a firm-fixed price contract.
- 2.2 Contract Status:** The response to this RFP will be considered as an offer to negotiate a contract.
- 2.3 Contract Components:** This RFP, the successful offeror's response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the State and the successful offeror will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected offeror(s) and the State. An official purchase order will be issued to encumber the contract amount.
- 2.4 Contract Modification:** All changes to the contract must be agreed to in writing by both parties prior to executing any change.
- 2.5 Contract Termination for Cause:**
- 2.5.1** The offeror may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the offeror.
- 2.5.2** The State reserves the right to cancel, for cause, a contract without prior written notification. Cause for termination shall include the following: (1) violation of any applicable federal, state, or local law, regulation or ethical code; (2) contractor's substantial poor performance, as determined by the State or (3) failure to comply with the provisions of the contract.
- 2.5.3** The State shall, where permitted by law, have the right to terminate the contract immediately and without other cause or prior notice to contractor in the event that contractor does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or substantial part of its assets of business; (5) fails to actively operate its business for a period of more than seven consecutive days without the prior written consent of the State or (6) fails to maintain the insurance coverage required in this Request for Proposal.
- 2.5.4** The contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations.
- 2.5.5** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

2.6 Contract Termination for Convenience:

2.6.1 The State may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.

2.6.2 If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

2.7 Contract Assignment or Subcontract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the State.

2.8 Non-Exclusivity: For the duration of the contractual agreement, the State will retain the right to utilize the services of other offerors, including in-house resources, for projects not assigned to the selected contractor(s).

2.9 Law and Regulations: All applicable state and federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full in this RFP.

2.10 Contract Implementation: The prospective offeror must agree to commence work on or before a date mutually agreed upon with the State.

2.11 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Oklahoma, and venue in any action to enforce the contract shall be in Oklahoma County, Oklahoma.

2.12 Equal Opportunity Employer: The offeror must assure that they are an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 or the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The offeror must acknowledge the requirements in their bid response.

2.13 Americans with Disabilities Act: The offeror must assure compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this Act. The offeror must acknowledge the requirements in the proposal response.

2.14 Federal, State, and Local Taxes, Licenses, and Permits: The successful offeror will comply with all laws and regulations on taxes, licenses, and permits.

2.15 Insurance: The successful offeror shall, prior to beginning work under any contract that may result under this RFP, acquire at its own expense and have in effect minimum insurance coverage as set forth below. The said minimum amounts are not intended to limit or reduce any offeror's liability. Such insurance shall be carried with financially responsible carriers licensed to do business in the State of Oklahoma, be subject to the State's approval, and remain in effect through the duration of the agreement with the State. Copies of such insurance coverage shall be furnished to the State with submittal of offeror's proposal.

2.15.1 Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

2.15.2 Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit including Personal Injury, Bodily Injury and Property Damage.

2.15.3 Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

2.16 Employment Relationship: The contract does not create an employment relationship. Individuals performing services required by this RFP or a resulting contract are not employees of the State of Oklahoma. The contractor's employees shall not be considered employees of the State of Oklahoma for any purpose, and accordingly, shall not be eligible for rights or benefits accruing to State employees.

2.17 Indemnification Requirements:

2.17.1 Hold Harmless: The successful offeror shall indemnify and hold the State harmless from all performance or failure of performance under the resulting contract.

2.17.2 Liens: The successful offeror shall keep the State free and clear from all liens asserted by any person or firm for any reason arising from the furnishing of services or materials by or to the offeror.

2.18 Limitation of Liability: The successful offeror acknowledges that, under the laws of the State of Oklahoma, offerors may not contractually limit their potential liability. To the extent any limitation of liability contained in any resulting contract is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

2.19 Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007: By submitting an offer for services, the offeror certifies that it is registered with and participates in a Status Verification System, as defined in 25 O.S. §1312 (web site available at www.dhs.gov/E-Verify), to verify the work eligibility status of all new employees. The offeror further certifies that all subcontractors approved to perform work under any resulting contract and which have employees are also registered with and

participate in a Status Verification System. The offeror and all approved subcontractors shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of any resulting contract.

2.20 Conflict of Interest: Information on possible conflicts of interest should be provided as part of proposal response. Such information will be taken into account in making a decision on the selection of the offeror to perform the services. Should a conflict arise during preparations for or while undertaking these services, the offeror shall immediately advise the State of such conflict.

2.21 Audit and Records Clause:

2.21.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful offeror(s) agrees any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

2.21.2 The offeror(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year retention period, whichever is later.

2.22 Certification Regarding Debarment, Suspension and Other Responsibility Matters:

2.22.1 The offeror and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

2.22.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;

2.22.1.2 Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

2.22.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph 2.18.1.2 of this RFP; and

2.22.1.4 Have not within a three-year period preceding this RFP had one or more public (Federal, State or local) contracts terminated for cause or default.

2.22.2 Where the offeror is unable to certify to any of the statements in this certification, such offeror shall attach an explanation to its offer.

2.23 Environmental: The offeror shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, *et seq.*). Violations must be reported to Customer and federal agencies as required under OMB Circular A-110.

2.24 Anti-Lobbying: The offeror certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 92, Sections 93.105 and 93.110.

2.25 Drug-Free Workplace: The offeror certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Sub-part F, for grantees, as defined at 45 CFR part 76, Sections 76.605 and 76.610.

2.26 Non-Appropriations Clause: The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the State may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The State's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

SECTION 3. STATEMENT OF WORK

Background

The State of Oklahoma (“State”) was awarded a grant from the National Telecommunications and Information Administration (“NTIA”) to construct a high capacity middle mile fiber network (approximately 1050 miles) to provide broadband to unserved and underserved areas of the State. The Oklahoma Community Anchor Network (“OCAN”) will provide broadband services to at least 32 anchor institutions identified in the Grant Application. For more information about OCAN, please refer to the attached “Project Description and Map” (Attachment II).

The State is issuing this Request for Proposal to solicit and consider proposals from qualified offerors willing to enter into one or multiple agreements for a public-private initiative/partnership(s), or a shared resources project(s) as part of the construction of fiber optic cables, conduit, ground boxes and communication huts along the OCAN Broadband project construction routes. The construction routes shall be along controlled rights of way (Interstate I-40) and non-controlled rights of way (State and US Highways) for the mutual benefit of the State and private industry. The construction will be divided into 47 or more segments or mini-projects beginning and ending at an OCAN anchor institution or communication huts. The State is in process of developing the design plans. See the attached “OCAN CAI’s Site Addresses” (Attachment III) and “Distances between Anchors and Huts” (Attachment IV) for more details on the segment locations, anchor institution locations, and hut locations.

Purpose of RFP

The State is seeking shared resource partnership projects in the following forms:

- Joint Construction
 - Joint Construction partnerships will be considered where offerors share the cost of joint construction of a single segment or multiple segments of the construction route. Cost share shall be based on actual construction costs and assets retained.
 - Joint Construction projects may be new fiber optic cable and conduit installations or new fiber optic cable in existing conduit systems. Either option will be considered in accordance with NTIA/BTOP requirements.
- Indefeasible or Irrevocable Right of Use (IRU)
 - IRU partnerships will be considered where offerors have existing fiber optic strands that will allow the State to meet the purpose of the grant. This shall include the number of fiber strands proposed by the State in the grant along each route segment. This shall also include whether the capability to allow third parties non-discriminatory access. See the attached “NTIA’s IRU Contract Requirements” (Attachment V) for more details.

SECTION 4. PROPOSAL FORMAT

- 4.1 Table of Contents:** Submit a table of contents that clearly identifies and denotes the location of each section and subsection of the proposal.
- 4.2 Terms and Conditions:** Acknowledge acceptance of the terms and conditions in Section 2 of this RFP.
- 4.3 Responses to “Questions for Response Packets”, Attachment I**
- 4.4 Proposal Response Form –Section 6 as attached.**
- 4.5 Form of Certification – Section 7 as attached.**
- 4.6 Contact and Parent Company Information – Section 8 as attached.**
- 4.7 Statement of Price – Section 9 as attached.**
- 4.8 Exceptions to Request for Proposal – Section 10 as attached.**
- 4.9 Additional Information:** Include any topics not covered or materials not requested in the RFP that you wish to disclose that you believe are relevant to the RFP.

SECTION 5. EVALUATION CRITERIA

5.1 It is the intent of the State to award the contract to the most qualified firm offering the best value to the State. The most advantageous offer will be chosen by evaluating and comparing other factors in addition to cost or price which will be negotiated with the highest ranked offeror(s). The State reserves the right to execute a single as well as multiple awards.

5.2 The following criteria will be the basis for evaluating proposals:

- Experience and Understanding of the Project
- Construction Approach
- Initiative and Innovation (Enhancements to Project, Additional Services, Extra Improvements)
- Quality Assurance Approach

SECTION 6. PROPOSAL RESPONSE FORM

DATE _____

Proposal of: _____, (herein after called Offeror), a Corporation/Partnership/an Individual doing business as _____.

TO: Oklahoma Office of State Finance on behalf of the State of Oklahoma

The Offeror, in compliance with your Request for Proposals for the **Oklahoma Community Anchor Network Project**, having examined the RFP and Statement of Work with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the contract documents at the price which will be mutually agreed upon between the Offeror and the State during the negotiation phase. The negotiated price will cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Offeror acknowledges receipt of the following addenda in the event subsequently issued.

Offeror agrees to provide services described in the RFP Statement of Work.

Oklahoma Sales Tax Permit

Yes – Permit Number _____

No – Exempt pursuant to Oklahoma Laws or Rules

Registration with Oklahoma Secretary of State

Yes – Filing Number _____

No – Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

Submitted by:

Firm

FEI/SSN

Signature

Typed Name & Title

Address

City, State, Zip Code

Telephone

Fax Number

SECTION 7. FORM OF CERTIFICATION

RFP Number: B-1101



**State of Oklahoma
Office of State Finance**

**Certification for Competitive Bid
and/or Contract (Non-Collusion
Certification)**

Solicitation or Purchase Order #:

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:
the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Printed Name

Phone Number

Fax Number

Certified This Date

Title

Email

SECTION 8. CONTACT & PARENT COMPANY INFORMATION

If contact individual for this proposal is different from the signature affixed to this offer so state:

Name:

Title:

Phone:

Fax:

Email:

Address:

Check () if your firm is a subsidiary or affiliate of another company. If either, identify such by name and explain the relationship(s) between said companies.

Subsidiary _____ Affiliate _____

Parent Company Name _____

Address _____

Tax ID No. _____

SECTION 9. STATEMENT OF PRICE

RFP Number: B-1101

RFP Title: Oklahoma Community Anchor Network Project

Price will be negotiated with offeror(s). Offeror agrees to negotiate with the State in good faith and to comply with the Program Rules for BTOP Round 2 recipients as set forth by the NTIA. See www2.ntia.doc.gov/rules.

Offeror Name _____

Signature _____

Typed Name and Title

Date

SECTION 10. EXCEPTIONS TO REQUEST FOR PROPOSAL

If the offeror has exceptions to the RFP, they must be identified on this page. Please state if there are no exceptions.

Offeror Name _____

Signature _____

Typed Name and Title

Date

ATTACHMENT I. QUESTIONS FOR RESPONSE PACKET

The following factors will be considered primary for determining which offerors will be extended an invitation to continue to negotiate for the partnerships with respect to this RFP. The offeror may answer one or more sets of questions depending on how the offeror is intending to do construction and enter into the partnership.

JOINT CONSTRUCTION

Offeror Does the Construction:

1. Describe your experience and/or familiarity with the proposed project and Oklahoma fiber optic construction methods.
2. Describe your prior experience for project of similar type, size, complexity, and timelines.
3. Describe how you plan on completing the construction based on personnel and equipment in the timelines of the OCAN project.
4. The location of the desired segments wishing to participate in:
 - Number of segments being proposed?
 - Consecutive miles?
5. Explain proposed cost savings to the State by the proposed partnership.
6. Explain your quality assurance practices and processes for a successful joint project.
7. Explain any extra values being offered by the proposed partnership.
8. Explain your concept of how maintenance, locates, relocations, and emergency repairs will be handled in the partnership.

State Does the Construction:

1. Describe your experience and/or familiarity with the proposed project and Oklahoma fiber optic construction methods.
2. The location of the desired segments wishing to participate in:
 - Number of segments being proposed?
 - Consecutive miles?
3. Explain proposed cost savings to the State by the proposed partnership.
4. Explain your quality assurance practices and processes for a successful joint project.
5. Explain any extra values being offered by the proposed partnership.
6. Explain your concept of how maintenance, locates, relocations, and emergency repairs will be handled in the partnership.

INDEFEASIBLE OR IRREVOCABLE RIGHT OF USE

IRU agreements with the offeror(s):

1. IRU partnerships will be considered where offerors have existing fiber optic strands that will allow the State to meet the purpose of the grant. This shall include the number of fiber strands proposed by the State in the grant along each route segment. This shall also include whether third parties will be granted non-discriminatory access. Offeror must indicate it will meet the requirements in the NTIA's "IRU Contract Requirements". See Attachment V.

ATTACHMENT II. PROJECT DESCRIPTION AND MAP

See document entitled “Attachment II” attached to the RFP email.

Broadband Technology Opportunities Program - Oklahoma

Project Description:

The project consists of installing fiber optic backbone along designated highway routes in the median or right or left of centerline depending on conditions. The fiber backbone will be a middle mile facility that will facilitate an expansion of broadband service to anchor institutions, etc. The connection locations are yet to be determined. A total of 1005 miles of fiber optic cable will be installed along the highway right-of-way primarily entrenched with approximately 15% planned for horizontal boring. The horizontal boring requirement is based on a planning estimate of anticipated crossings at driveways, city streets, county roads, highways, railroads, streams, culverts, and any identified critical habitat. For contingencies necessitating aerial installation (worse case approximately 2%), existing utility facilities will be utilized. This installation will affect thirty-three (33) counties in the State of Oklahoma, along thirteen (13) highway segments as follows:

(See attached map)

I-40 - west through Oklahoma, Canadian, Caddo, Custer, Washita and Beckham Counties

I-40 - east through Oklahoma, Pottawatomie, Seminole, Okfuskee, Okmulgee, McIntosh, and Muskogee Counties.

US-412 - east through Woodward, Major, Garfield, and Noble Counties

US-283/SH-6 - north through Jackson, Greer, and Beckham Counties

US-183 - north through Custer, Dewey, and Woodward Counties

US-62/SH-7 - east through Jackson, Tillman, Comanche, and Stephens Counties

US-81 - north through Jefferson and Stephens Counties

US-70 - east through Jefferson, Carter, Marshall, Bryan, Choctaw, and McCurtain Counties

US-69 - north through Bryan, Atoka, and Pittsburg Counties

US-270 - east through Pittsburg, Latimer, and LeFlore Counties

US-59 - north through LeFlore and Sequoyah Counties

US-377 - south through Seminole and Pontotoc Counties

SH-3 - southeast through Pontotoc, Coal, and Atoka Counties

The fiber routes to the 32 anchor locations will run within right-of-way along city streets and comprise a total of 34.7 miles. These locations are as follows:

Community Colleges

Ardmore Higher Education Center, City of Ardmore (6.5 miles from backbone)
Carl Albert State College, City Poteau (0.2 miles from backbone)
Carl Albert State College, City of Sallisaw (0.1 mile from backbone)
Cheyenne and Arapaho Tribal College, City of Weatherford (1 mile from backbone)
Conners College, City of Warner (2 miles from backbone)
Comanche Nation Tribal College, City of Lawton (1 mile from backbone)
Eastern Oklahoma State College, City of McAlester (2 mile from backbone)
Eastern Oklahoma State College, City of Wilburton (on backbone)
Northern Oklahoma College, City of Enid (2 miles from backbone)
Redlands Community College, City of El Reno (0.7 mile from backbone)
Seminole State College, City of Seminole (2 miles from backbone)
Western Oklahoma State College, City of Altus (on backbone)

Health Care / Hospitals

Atoka Memorial Hospital, City of Atoka (0.1 mile from backbone)
Mary Hurley Hospital, City of Coalgate (0.2 mile from backbone)
Choctaw Hospital, City of Hugo (1.2 miles from backbone)
Lawton Indian Hospital – Indian Health Services Unit, City of Lawton (on backbone)
Seiling Municipal Hospital, City of Seiling (2 miles from backbone)
Jefferson County Hospital, City of Waurika (on backbone)
Woodward Hospital, City of Woodward (0.5 miles from backbone)

Libraries

Duncan Public Library, City of Duncan (on backbone)

Public Safety

DPS – Highway Patrol Troop HQ, City of Durant (on backbone)
DPS – Highway Patrol Troop HQ, City of Enid (on backbone)
CLEET, City of Ada (on backbone)

Universities

Cameron University, City of Duncan (0.2 mile from backbone)
Cameron University, City of Lawton (2 miles from backbone)
East Central University, City of Ada (1.5 miles from backbone)
Northwestern OSU, City of Enid (0.5 miles from backbone)
Northwestern OSU, City of Woodward (2.3 miles from backbone)
Southeastern OSU, City of Durant (0.3 miles from backbone)
Southeastern OSU – McCurtain County, City of Idabel (4.5 miles from backbone)
Southwestern OSU, City of Sayre (1.1 miles from backbone)
Southwestern OSU, City of Weatherford (0.8 miles from backbone)

Prefabricated hut structures will be installed at sixteen (16) locations along the cable routes, within the highway right-of-way. These huts (40 ft long x 12 ft wide) will house the State's telecommunications equipment. They will be installed on concrete foundations at designated locations adjacent to fiber optic cable ground boxes. Conduit housed fiber will be installed

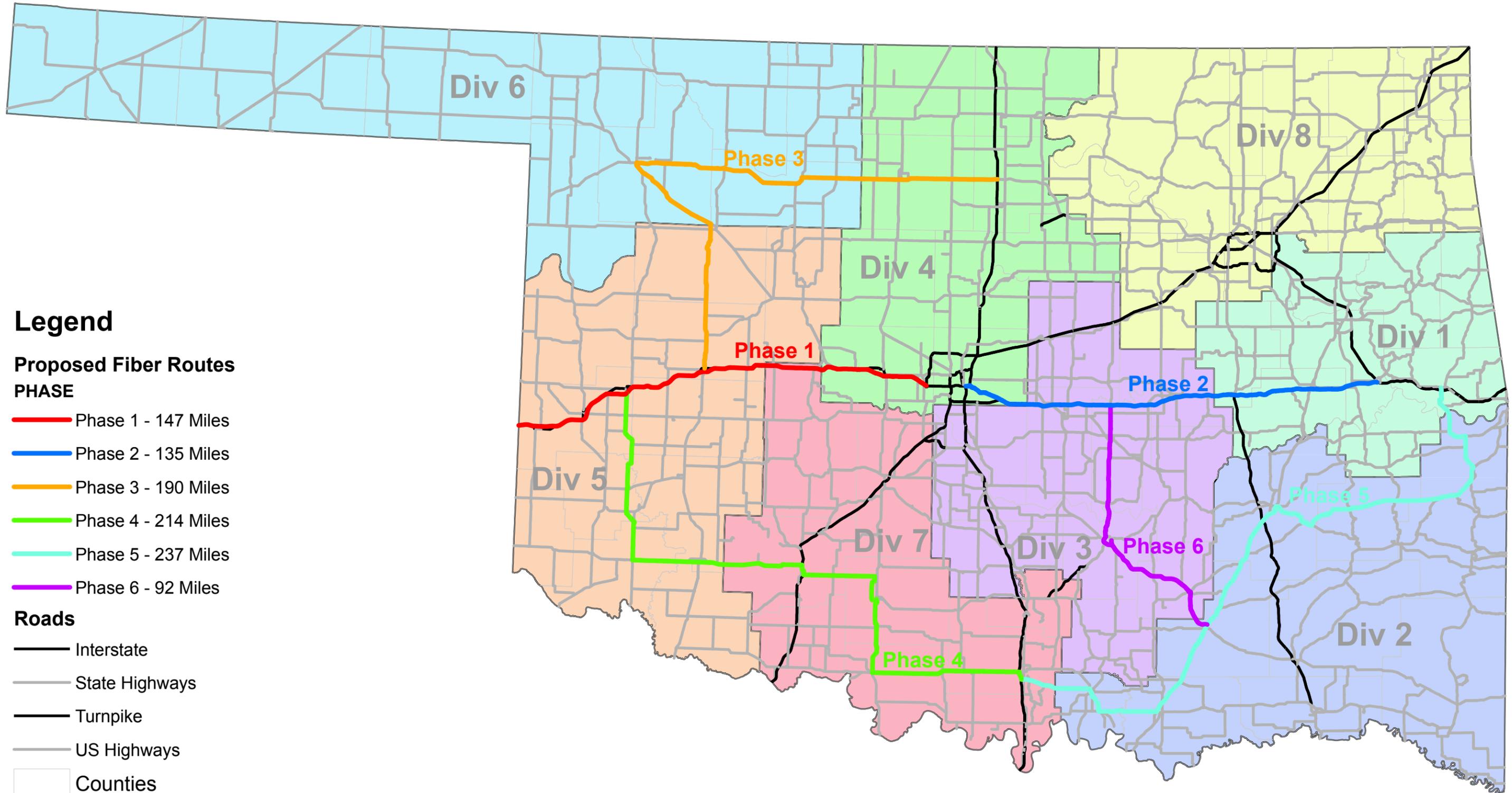
connecting the ground boxes with the prefabricated huts. The 16 hut locations are indicated in the table below and on the attached map. These specific locations may be adjusted subsequent to the conduct of on-site environmental surveys in instances where actions to avoid or minimize environmental impacts may be required:

Site Name	County	Highway	Location	Latitude	Longitude
Seiling	Dewey	US-183	50 ft northeast of the US-183/ US-270 junction in Seiling	36.169800000000	-98.955700000000
Elk City	Beckham	I-40	70 ft north of the on-ramp to I-40B from I-40, east side of Elk City	35.421500000000	-99.364700000000
Granite	Greer	SH-6	90 ft northwest of the SH-6/ SH-9 junction in Granite	34.958200000000	-99.378400000000
Lawton	Comanche	US-62	515 ft west and 50 ft south of US-62/ I-44 junction in Lawton	34.637700000000	-98.389500000000
Clinton	Custer	I-40	615 ft southwest of the I-40/US-183 junction in Clinton	35.499000000000	-98.965400000000
Weatherford	Custer	I-40	510 ft northeast of the I-40/SH-54 junction in Weatherford	35.521000000000	-98.725400000000
El Reno	Canadian	I-40	800 ft northeast of the I-40/US-81 junction in El Reno	35.502800000000	-97.935300000000
Waurika	Jefferson	US-70	180 ft southwest of the US-70/US-81 junction in Waurika	34.158000000000	-97.982600000000
Ardmore	Carter	US-70	890 ft west and 150 ft north of the I-35/US-70 junction in Ardmore	34.173400000000	-97.170900000000
Prague	Seminole	I-40	1615 ft west and 100 ft north of the I-40/SH-99 junction in Prague	35.384300000000	-96.676800000000
Atoka	Atoka	US-69	80 ft southeast of SH-3/US-69 junction in Atoka	34.374500000000	-96.134700000000
Henryetta	Okmulgee	I-40	900 ft northwest of the I-40/ US-75 junction in Henryetta	35.434400000000	-95.972700000000
Webber Falls	Sequoyah	I-40	100 ft southwest of the I-40/Muskogee Turnpike junction in Webber Falls	35.486200000000	-95.168500000000
Hugo	Choctaw	US-70	180 ft northwest of the US-70B/US-70 junction in Hugo	33.997000000000	-95.477000000000
Orienta	Major	US-412	200 ft southeast of US-412/US-60 junction in Orienta	36.361700000000	-98.472600000000



Oklahoma State Broadband Initiative

Proposed Fiber Routes by Phases



Legend

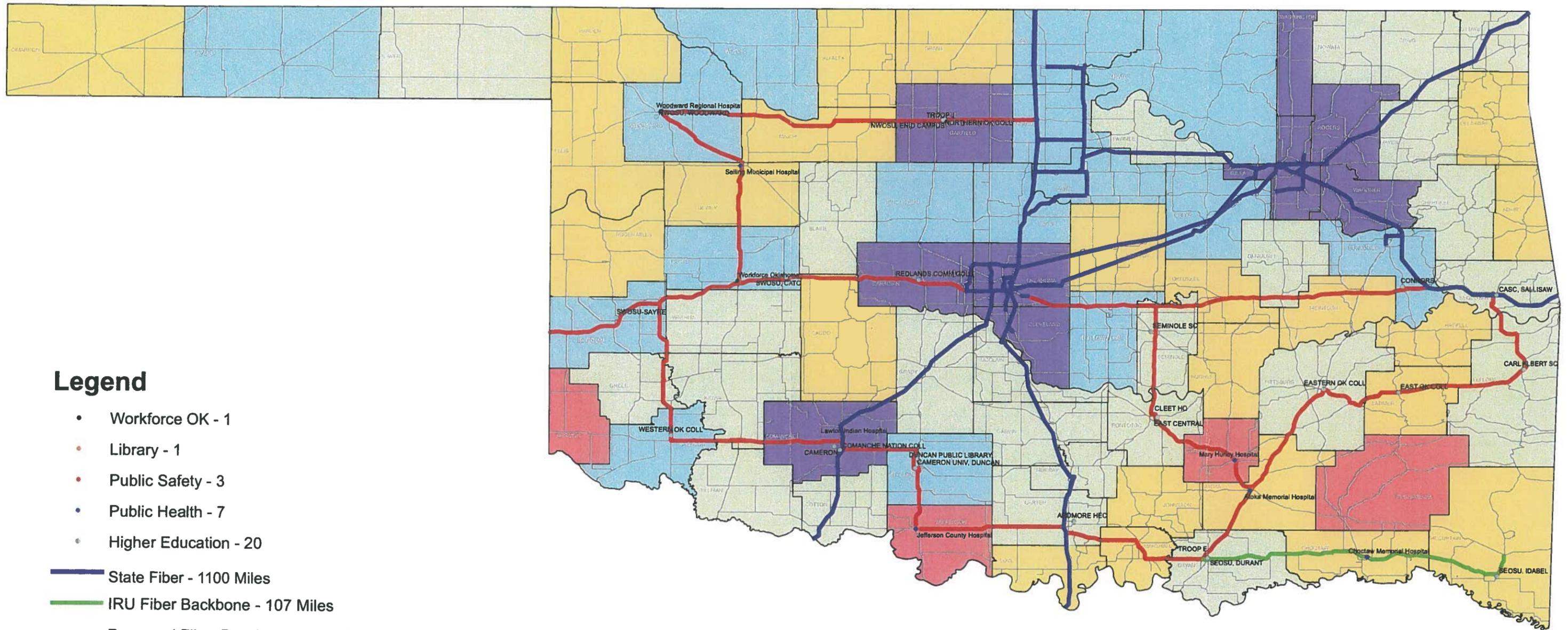
Proposed Fiber Routes PHASE

- Phase 1 - 147 Miles
- Phase 2 - 135 Miles
- Phase 3 - 190 Miles
- Phase 4 - 214 Miles
- Phase 5 - 237 Miles
- Phase 6 - 92 Miles

Roads

- Interstate
- State Highways
- Turnpike
- US Highways
- Counties

State of Oklahoma Map - Broadband Proposal for Fiber Backbone with Anchor Facilities



Legend

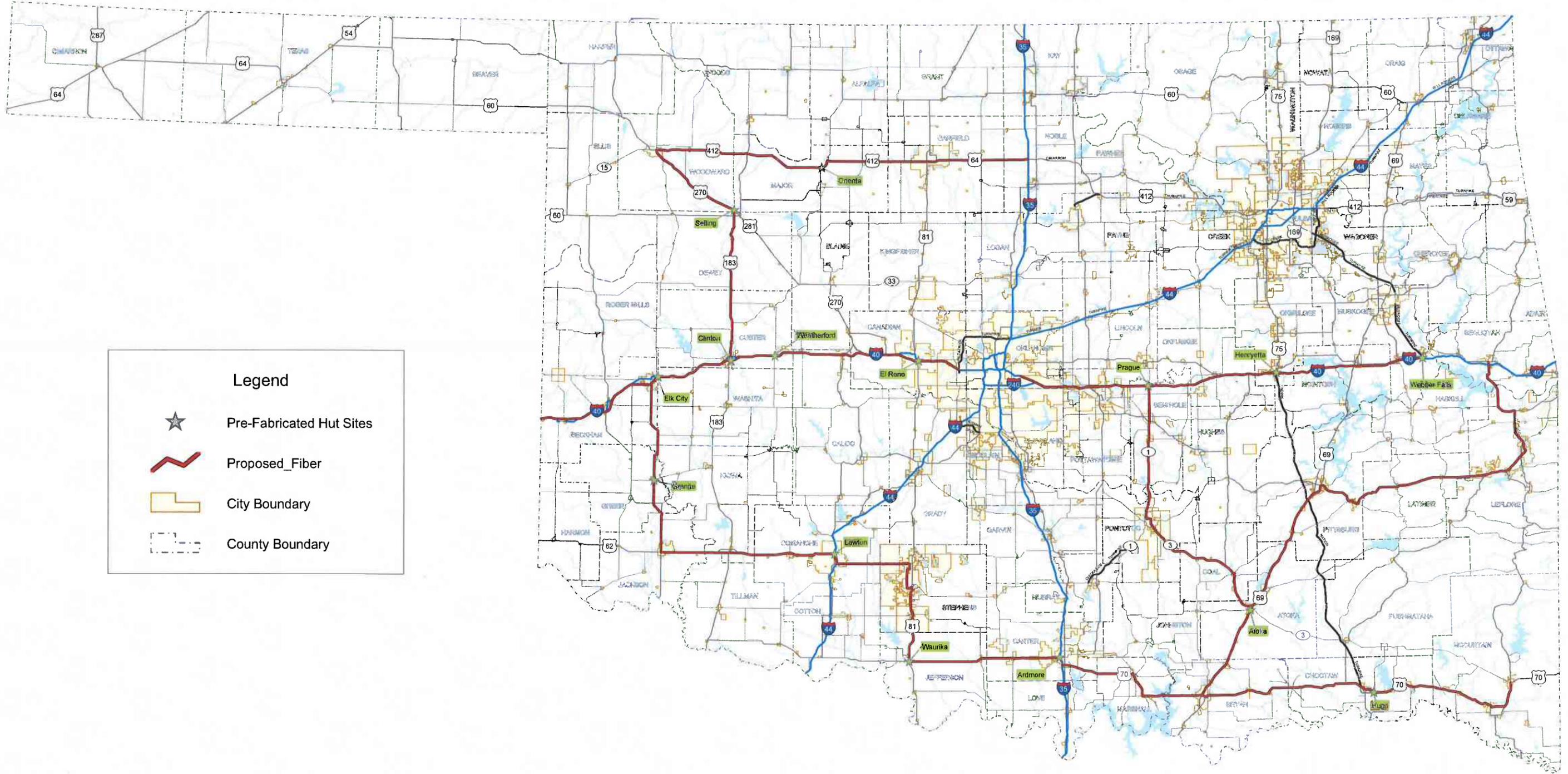
- Workforce OK - 1
- Library - 1
- Public Safety - 3
- Public Health - 7
- Higher Education - 20
- State Fiber - 1100 Miles
- IRU Fiber Backbone - 107 Miles
- Proposed Fiber Backbone - 1005 Miles

Counties

CSMG Broadband Penetration Data

- 4 Counties (25% - 27%)
- 23 Counties (28% - 35%)
- 25 Counties (36% - 43%)
- 16 Counties (44% - 50%)
- 9 Counties (51% - 63%)

77% of Counties Touched by Broadband Proposal
 89% of Population Touched by Broadband Proposal



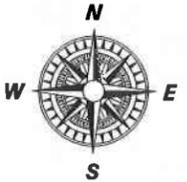
Legend

- ★ Pre-Fabricated Hut Sites
- Proposed_Fiber
- City Boundary
- County Boundary

BroadBand Technology Opportunities Program Oklahoma



OKLAHOMA DEPARTMENT OF TRANSPORTATION
 PLANNING & RESEARCH DIVISION
 GIS MANAGEMENT BRANCH
 200 N.E. 21ST STREET
 OKLAHOMA CITY, OKLAHOMA 73105



ATTACHMENT III. OCAN CAI'S SITE ADDRESSES

See document entitled "Attachment III" attached to the RFP email.

OCAN's CAI Site Addresses

Site Name	Building ID	Street Address	City	State	Zip Code
Ardmore Higher Education Center	Administration	611 Veterans Blvd	Ardmore	OK	73401
Carl Albert State College	FL Holton Business Center	1507 S McKenna St	Poteau	OK	74953
Carl Albert State College	Administration	1399 S Opdyke St	Sallisaw	OK	74955
Cheyenne and Arapaho Tribal College	Science Building	100 Campus Drive	Weatherford	OK	73096
Connors College	Resource Center	1000 College Drive	Warner	OK	74469
Comanche Nation Tribal College	Administration	1601 SW 9th Street	Lawton	OK	73501
Eastern Oklahoma State College		1802 E College Ave	McAlester	OK	74501
Eastern Oklahoma State College*	Library	1301 W Main	Wilburton	OK	74578
Northern Oklahoma College	Administration	100 S University Ave	Enid	OK	73701
Redlands Community College	Building 80	1300 S Country Club Rd	El Reno	OK	73036
Seminole State College	Administration	2701 Boren Blvd	Seminole	OK	74868
Western Oklahoma State College	Administration	2801 N Main	Altus	OK	73521
Atoka Memorial Hospital		1200 W. Liberty	Atoka	OK	74525
Mary Hurley Hospital		6 N. Covington Street	Coalgate	OK	74538
Choctaw Hospital		1405 E Kirk	Hugo	OK	74743
Lawton Indian Hospital - Indian Health		1515 NE Lawrie Tatum Rd	Lawton	OK	74507
Seiling Municipal Hospital		NE Hwy 60	Seiling	OK	73663
Jefferson County Hospital		Rt 2, Hwy 70	Waurika	OK	73573
Woodward Hospital		914 17th Street	Woodward	OK	73801
Duncan Public Library	Library	2211 N Hwy 81	Duncan	OK	73533
DPS-Highway Patrol Troop HQ		3801 N 1st Street	Durant	OK	74701
DPS-Highway Patrol Troop HQ		5725 W Owen K. Garriott Rd	Enid	OK	73703
CLEET		2401 Egypt Rd	Ada	OK	74820
Cameron University	Administration	3100 W Bois D' Arc Ave	Duncan	OK	73533
Cameron University*	CETES II	2800 NW Gore Blvd	Lawton	OK	73505
East Central University	Danley Hall	1100 E 14 Street	Ada	OK	74820
Northwestern OSU	Administration	2929 E Randolph	Enid	OK	73701
Northwestern OSU	Administration	2007 34th Street	Woodward	OK	74701
Southeastern OSU*	Russell Building	1405 N 4th Ave	Durant	OK	74701
Southeastern OSU-McCurtain Co.	ET Dunlap Building	2805 NE Lincoln Rd	Idabel	OK	74745
Southwestern OSU	Administration	409 E Mississippi	Sayre	OK	73662
Southwestern OSU*	Stafford Hall	100 Campus Drive	Weatherford	OK	73096

ATTACHMENT IV. DISTANCES BETWEEN ANCHORS AND HUTS

See document entitled “Attachment IV” attached to the RFP email.

Distances between Anchors and Huts

Node Site Name	City Name	Hut Required	Distance 1	Distance 2	Distance 3	Distance 4
High Plains Tech Center	Woodward		35 to Seiling	54 to Fairview		
Seiling	Seiling	X	35 to Woodward	48 to Clinton		
Elk City	Elk City	X	33 to Granite	17 to Sayre	29 to Clinton	
DOC	Granite	X	23 to Altus	33 to Elk City		
WOSC	Altus		60 to Lawton	23 to Granite		
SWOSU	Sayre		17 to Elk City			
Lawton Hut	Lawton	X	32 to Duncan	60 to Altus	55 to Chickasha	39/60 to State line/Wichita Falls PoP
Duncan HE	Duncan		32 to Lawton	24 to Waurika		
Clinton Hut	Clinton	X	29 to Elk City	15 to Weatherford	20 Seling	1 to ODOT
Weatherford Hut	Weatherford	X	15 to Clinton	45 to El Reno		
El Reno Hut	El Reno	X	45 to Weatherford	35 to ETN		
Jefferson County Hospital	Waurika	X	47 to Ardmore	24 to Duncan		
Ardmore Hut	Ardmore	X	54 to Durant	54 to Wayne	47 to Waurika	31/66 to State Line/LEARN
SEOSU	Durant		54 to Ardmore	45 to Atoka	49 to Hugo	
ETN	OKC		51 to Wayne	35 to El Reno	47 to Chickasha	49 to Shawnee
Hwy 99 Hut	Prague	X	12 to Shawnee	56 to Henryetta	12 to Seminole	
Seminole State	Seminole		12 to Prague	35 to Ada		
ECU	Ada		35 to Seminole	46.5 to Atoka		
OSU-Stillwater	Stillwater		64 to Enid	42 to Hallet		
OSU-Tulsa	Tulsa		52 to Muskogee	42 to Hallet		
Atoka Hospital	Atoka	X	46.5 to Ada	36 to Durant	45 to McAlester	
Kiamichi Tech	McAlester		30 to Wilburton	45 to Atoka		
Connors State	Muskogee		26 to Webber Falls	52 to Tulsa		
Henryetta Amp	Henryetta	X	49 to Webber Falls	56 to Prague		
Webbers Falls Hut	Webbers Falls	X	24 to Muskogee	25 to Sallisaw	49 to Henryetta	
CASC Sallisaw	Sallisaw		25 to Webbers Falls	38 to Poteau		
CASC Poteau	Poteau		38 to Sallisaw	42 to Wilburton		
EOSC	Wilburton		42 to Poteau	30 to McAlester		
Hugo OTA	Hugo	X	52 to Idabel	49 to Durant		
McCurtain HE	Idabel		52 to Hugo			
Chickasha INFO	Chickasha		50 to ETN	55 to Lawton		
Mid America	Wayne		55 to Ardmore	51 to ETN		
Fairview Amp	Orienta/Fairview	X	54 to Woodward	37 to Enid		
Hallet Amp	Hallet		42 to Tulsa	42 to Stillwater		
Enid	Enid		37 to Fairview	64 to OSU Tulsa		
Gordon Cooper/Workforce OK	Shawnee		12 to Prague	49 to ETN		

ATTACHMENT V. NTIA'S IRU CONTRACT REQUIREMENTS

Minimum Requirements for IRU contracts:

Fiber Strands

- The State requires 96 fiber strands on the Federal Interstate System.
- The State requires 48 fiber strands on the State Hwy/US Hwy System.
- Fiber Optic Strands shall be open AUP (Acceptable Usage Policy) unrestricted use, (no non-compete or right of first refusal clauses).
- Preference shall be given to underground fiber, aerial as alternative.
- Open access to splice ODOT/OCAN fiber strands – up to 3 to 4 points per fiber mile, majority to be identified upon request.
- Fiber loss at fusion splices shall be less than 0.05 dB, max loss per mile to be 0.5 dB.
- Providers shall be responsible for maintenance and relocation costs.
- Providers shall be responsible for locating IRU fibers and associated costs.
- Providers shall provide maps of route, in a GIS format.
- Providers shall indicate where they are providing fiber to Community Anchor Institutions (CAI) in their proposal.
- Providers may submit a proposal to construct fiber to a CAI when fiber to the CAI does not exist. Reference attached list.

Communication Huts

- The State requires 3 equipment racks in Comm. Huts (19in) (2 OCANS) (1 ODOT).
- Fiber extended to the State racks, direct access – no mic cables or jumpers.
- Fiber shall be landed in patch panel with SC/ST factory terminations.
- The IRU huts shall have redundant power supplies, with at least 2200 Watts/Rack, (40DC)(120 AC).
- The IRU huts shall provide redundant power to each of the 3 with 2200 Watts (54VDC @ 41 amps).
- Separate secured electronic cage in communication huts (when available).
- Access to equipment without escort.
- No cost for utilities at communication huts.
- No cost for accessing huts, ground boxes, etc.

Offerors must also comply with the Program Rules for BTOP Round 2 recipients as set forth by the NTIA. See www2.ntia.doc.gov/rules. Specific information concerning IRU contracts can be found in Section V.E.2.a. of the NOFA Round 2.