

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

USNH Purchasing & Contract Services
11 Brook Way
Durham, NH 03824-3509
Phone: 603/862-2896
Fax: 603/862-3390
Web Site: www.unh.edu/purchasing

This page **MUST** be faxed to the USNH Purchasing Office **IMMEDIATELY!**

REQUEST FOR PROPOSAL

REGISTRATION FORM

October 9, 2009

RFP Number: 7854-0001

Mandatory Pre-Proposal Meeting: 10/19/09 at 1:00 p.m.
Due Date & Time: 11/20/2009 at 2:00 p.m.

Project Description: **I-BEAM NH - Phase 2 USNH Regional Education Network Project (ARRA)**

Returning this form will indicate your intention on submitting a proposal and ensure we have correct information for future correspondence regarding this project.

Will submit proposal Will not submit proposal

If your firm is not submitting a proposal, briefly state why? _____

Indicate below if your firm will attend the site inspection or meeting. **If mandatory, proposals from Firms that did not attend will not be considered.**

Will attend Number attending _____

(Please Type/Print Legibly)

Firm _____
Contact Person _____
Email _____
Business Address _____
Phone _____
Fax _____

Please fax this page to: 603/862-3390.

/do

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Today's Date: October 9, 2009

RFP Number: 7854-0001

Due Date & Time: 11/20/2009 at 2:00 p.m.

I-BEAM NH - Phase 2 USNH Regional Education Network Project (ARRA)

Request for Proposal. This is not an order. The University System of New Hampshire reserves the right to reject any or all proposals and to waive any formalities in the proposal process.

Proposals are to be sealed with the RFP number clearly marked on the outside of your envelope. Proposals must be received by the USNH Purchasing Office prior to the date and time. Firms are encouraged to confirm the receipt of their proposal submission prior to the due date.

Proposals will be opened in the USNH Purchasing Office at the time and date indicated above.

Fax responses will not be acceptable.

Respondents List:

Please visit our web site at www.unh.edu/purchasing/bid-results.html for a list of respondents.

Holiday Closing:

The University of New Hampshire will be closed Wednesday, November 11, 2009 in observance of Veteran's Day.

UNH Inclement Weather Policy:

It is the University's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. You may call the UNH Storm Hotline at 603/862-0000 to learn if the University is open or if curtailed operations are in effect. Any events scheduled for a day when curtailed operations have been declared will be postponed until the next business day at the same time as originally scheduled.

Maryann Puchlopek

Maryann Puchlopek,
Purchasing Manager

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REQUEST FOR PROPOSAL
I-BEAM NH - Phase 2 USNH Regional Education Network Project (ARRA)
for the
University System of New Hampshire

1. INTRODUCTION

1.1 Purpose

- 1.1.1 The University System of New Hampshire (hereafter referred to as USNH or Owner) representing University of New Hampshire Information Technology (UNH IT), is requesting proposals for the provision of a Regional Education Network, known as I-BEAM NH (Infrastructure to Broaden Educational Access and Mindshare in New Hampshire). USNH is seeking these proposals on behalf of its own institutions and on behalf of other non-profit entities within the state of New Hampshire.
- 1.1.2 USNH's primary intention in issuing this RFP is to secure a long-term fiber network upon which the USNH can develop research and education services for the region. USNH will only accept fiber-based solutions. Only after the fiber is secured and USNH's ability to provision its own services on that fiber are in place will USNH consider additional lit services to connect remote locations that cannot be financially justified with a fiber connection based on location and bandwidth requirements.
- 1.1.3 USNH is interested in strong partnerships with providers that will offer remote-hands support and installation and provisioning of equipment. USNH will weigh the benefits of such an arrangement against the flexibility and costs related to self-installing and self-maintaining its equipment.

1.2 Engagement Options

- 1.2.1 USNH anticipates that there will be at least two, if not three, contracts that will result from this RFP process. USNH and the Contractor will enter into a renewable 20 to 30 Year IRU on multiple strands for a fiber backbone among designated sites.
- 1.2.2 USNH and the Contractor may enter into a 5-year maintenance and collocation agreement with multiple five-year renewals. The separation of the IRU from the maintenance agreement allows for adjustments in market and technology changes that may occur in the research and education market over each five year period. USNH's interest in providing a cutting-edge, flexible backbone network is best served by the flexibility that a bifurcated fiber agreement will bring.

1.3 Future Considerations

Depending on the ability of the Contractor to also offer local fiber loops and potentially lit services from the fiber POPs to USNH's edge sites, USNH and the Contractor may arrange a blanket agreement under which USNH WAN participants could contract with the provider for local loops into their facilities.

1.4 Contact(s)

The contact (owner's agent) for this request for proposal is Maryann Puchlopek. All questions concerning this request for proposal must be submitted in writing via email to maryann.puchlopek@usnh.edu or faxed to 603-862-3390. Any communication regarding this proposal between proposers and University personnel and/or evaluation committee members is prohibited, unless previously authorized by the aforementioned agent or his/her designee.

1.5 Department/Campus Information

Please visit the following sites for detailed information relative to departments and/or campuses referenced in this RFP:

UNH Information Technology (UNH IT) <http://epic.unh.edu/cis/admin/>
USNH <http://www.usnh.edu/>

1.6 Background

With its regional EPSCoR partner institutions in Maine, Vermont, Rhode Island, and Delaware, the New Hampshire EPSCoR office, as well as with New Hampshire non-profit, public safety, and state affiliated organizations, USNH has been planning for and seeking funds to develop a northern-New England regional fiber optic network. These collaborating groups have submitted multiple collective grant applications to the National Science Foundation and the National Institutes of Health. USNH, in collaboration with other New Hampshire entities, has submitted an application for stimulus funding under the Commerce Department's National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP). While not guaranteed, partial or complete awards for most of the balance of these grants are expected in 2009 and 2010. USNH will continue to seek funding beyond these programs to complete its envisioned fiber network. USNH has just received confirmation of the first two of these grants from the National Science Foundation (NSF) and the National Institutes of Health (NIH). See Section 3.4 *Grant Funding*.

1.7 Underlying Rationale

1.7.1 USNH understands that while some service providers readily lease long haul fiber to the educational and non-profit community, other service providers have yet to adopt business policies that embrace the provisioning of dark fiber resources to customers like USNH. USNH's requirement to build a cutting edge research and educational network make it an ideal candidate for leased and private dark fiber arrangements. In reality, a managed services approach can only fulfill a portion of the USNH's needs and will not provide the technical and financial scalability requirements of a "future proof" networking initiative. Those needs left unmet represent some of the most critical reasons for building this fiber network. USNH encourages prospective Proposers to consider the following prior to submitting an RFP response:

1.7.1.1 USNH intends to use the fiber network for experimental research on optical networking. By example, some of USNH's peer organizations are already actively involved in an international effort to prototype "lambda switching", a.k.a. "dynamic wavelengths", and "hybrid optical packet networks". The experimental nature of this research would simply not be wise or even possible through a lit service. The results of this type of experimentation in a large scale environment are invaluable, and will lead to a new generation of services and equipment that benefit USNH as well as the larger carrier and network equipment provider community.

1.7.1.2 USNH expects to purchase additional services, such as IP services, local loops, lambdas and support services. It is expected that a substantial portion of these services will be purchased from one or more outside vendors with a presence at USNH facilities. USNH anticipates that many of its sites may connect directly to the network backbone via privately owned or leased fiber or other local options. However, as additional sites are brought on to the proposed fiber network, USNH anticipates that most campuses will need to peel-off spare bandwidth on their local loops into USNH sites in order to connect into the I-BEAM NH network. Additionally, USNH anticipates that many additional sites will want to attach beyond the initial PoP sites. This will result in an opportunity for additional lit services back haul, local loops and other services to bring those sites to the USNH points of presence.

1.7.1.3 Nationally, research and education organizations are building and operating networks that have dark fiber based architectures similar to the proposed I-BEAM NH network. USNH cannot afford to allow its institutions of higher education to not benefit from these technology advances. Proposers, in joining with the existing providers that have already agreed to supply leased fiber to USNH, have the opportunity to place themselves at the center of an important connectivity platform for the State's future.

1.8 RFP Timeline (actual dates may vary slightly based upon individual circumstances)

RFP Release	10/09/2009
Mandatory Pre-Proposal Meeting	10/19/2009 at 1:00 p.m.
Deadline for Written Questions	10/26/09 at 12:00 noon.
USNH Addenda Issued	11/06/2009
Proposals Due	11/20/2009 at 2:00 p.m.
Notification of Finalist	12/18/2009
Finalist Interviews	01/08/2010
Award Decision by	TBD (Based on the outcome of BTOP funding)
Contract Signed/Effective	TBD (Based on the outcome of BTOP funding)

1.9 Access to Information on the Web

The RFP references Internet links where forms and other information are available. If you do not have access to the Internet, notify the RFP contact (listed in Section 1.4) for copies.

2. SCOPE OF WORK/TECHINCIAL SPECIFICATIONS

2.1 Project Requirements

2.1.1 USNH seeks to build or acquire multi-strand IRUs for the following primary routes & lateral locations:

2.1.1.1 Primary Segments:

	Segment		Strands
1	Manchester-Dartmouth	1 Sundial Manchester. to Plymouth State University - 17 High St. to Dartmouth Hanover – 10 Vox Lane. to meet UVM fiber in White River Junction, VT.	144
2	Manchester–Keene	1 Sundial Manchester via Nashua to Keene State College Eliot Hall 299 Main St	144
3	Dartmouth-Keene	Hanover – 10 Vox Lane to Keene State College Eliot Hall 299 Main St.	144

2.1.1.2 Lateral segments:

	Segment	Source hub/Splice point	Strands
4	Granite State College - 27 Pleasant Street, Claremont	Claremont	24
5	River Valley CC, 1 College Drive, Claremont	Claremont	24
6	Franklin Pierce University - 40 University Drive, Rindge	Peterborough	24

2.1.2 USNH anticipates that there are some locations where USNH might be better served by meeting the Contractor’s fiber network with a mid-span meet-me at a splice case, as opposed to connecting or backhauling to the nearest collocation site. USNH requests the locations of splice cases in the areas where this is likely.

2.1.3 USNH anticipates installing a DWDM network capable of running forty (40) 10Gbit wavelengths immediately, and eighty (80) 100Gbit wavelengths in the future on the Contractor’s fiber. Contractor will provide either non-zero dispersion shifted fiber, NZDSF - ITU G.655, or non-dispersion compensated fibers, NDSF - ITU G.652 (G.652.D preferred), consistently throughout the network to simplify engineering and maintenance of USNH DWDM electronics. DSF fiber (ITU G.653) is not acceptable. Proposers must identify the fiber type they use in their response. USNH will specify Corning LEAF (or equivalent) fiber for all new construction.

- 2.1.4 Proposers should include detailed technical information in the RFP response. Ideally, this information should include detailed route maps, mid-span splice locations along those routes, and fiber-access locations on any additional routes available in New Hampshire.

2.2 Connection Sites

- 2.2.1 USNH intends to use equipment and machine rooms at its own locations wherever possible to house equipment for the USNH fiber network. In Plymouth, Keene, and Hanover, USNH's own facilities will be interconnected to the long-haul fiber provided by the Proposer. (The fiber interconnection requirements to use USNH's own sites are described in the fiber requirements that follow.)
- 2.2.2 Where fiber spans pass through Proposer's facilities (e.g. co-location, central switching offices, switching huts, etc.) The following requirements will apply:
- 2.2.1.1 Cross connect expectations and contractual requirements must be fully detailed in the RFP response including costs to connect from USNH collocation racks to Proposer long-haul fibers, costs to cross-connect to other vendors already in each facility, and approaches and costs to bring new USNH provided fibers to meet-me or termination locations at each facility.
- 2.2.1.2 Cross Connect and Open Interconnection Requirements:
- 2.2.1.2.1 The USNH requires that the Proposer support "vendor neutral" or "open interconnection cross connect" requests within its facilities. Pricing for cross connects should be included in the RFP response and include both recurring and nonrecurring costs for the initial USNH network described. It is possible that after the initial build, USNH will require additional cross-connects to USNH provided fiber, to the LEC's terminal at a POP or to alternate carriers. At locations where these options are available, the Proposer must describe any cross-connect policies and all related cross-connect non-recurring and recurring costs in its RFP response.
- 2.2.1.2.2 Proposers should include cross-connect costs for long-haul fiber interconnection to the USNH collocation racks in the long-term operating costs charged to USNH to the extent possible. USNH expects a mostly static environment on the long-haul fibers after initial installation.
- 2.2.3 Meet-Me Hole and Mid-Span Interconnection Splicing:
- 2.2.3.1 The Proposer should detail policies and guidelines that document Meet-Me Manhole and Mid-Span Interconnection procedures along with detailed costs for these activities in its RFP response. Proposers may assume that USNH can bring fiber physically to a Proposer-provided mid-span splice point on a Proposer's long-haul network. Proposer should detail the operational requirements and costs to splice those USNH fibers into USNH-leased fibers at the Mid-Span splice point in its RFP response. In scenarios where Proposer fiber is not accessible to USNH-provided fiber (such as where the Mid-Span Meet-Me Point is on a high voltage transmission line tower), the Proposer shall indicate in its RFP response procedures for constructing an accessible meet-me point as well as estimated per-foot construction costs based on prior similar build-outs. Locations listed in 2.1.3 will typically require splicing at a Meet-Me Point.
- 2.2.4 Remote Hands Support:
- 2.2.4.1 USNH seeks pricing for Remote Hands Support during normal business hours as well as off-hours emergency support for some fiber site locations. Proposer should provide a description of how they envision such a service working in its RFP response. The Proposer should also detail pricing for these services in the pricing table provided in Appendix A.
- 2.2.4.2 Detailed pricing for services would include:
- 2.2.4.2.1 Power On/Off
- 2.2.4.2.2 Eyes on Equipment (with telephone support from USNH team)

- 2.2.4.2.3 Connect / Disconnect and Loop-Back optical fibers
- 2.2.4.2.4 Cross Connects

2.2.5 USNH Leased Fiber and Site Requirements - In each of the fiber ring detail sections that follow, USNH identifies the preferred locations where USNH wishes to interconnect its services with the Proposer's network. In all cases, the cities indicated where the network must appear are mandatory and must be serviced by the fiber provider. Given the number of Proposers who are expected to respond to this RFP, and the lack of common cable routes or open collocation sites on some portions of this route, USNH has identified three (3) typical scenarios to which it asks the Proposers to respond. For each instance, the Proposer should provide all of the information requested for the scenario that most closely resembles their situation in a given city.

2.2.5.1 Scenario 1: The Proposer's cable already is located in USNH designated facility: The Proposer must detail all non-recurring and recurring cross connect fees (if any) to get to USNH controlled equipment location at the exact site within the building indicated in the description. If the site has a common Meet-Me room, the Proposer must detail costs to get to that location only.

2.2.5.2 Scenario 2: The Proposer's cable is not already located at USNH designated facility: The Proposer must indicate at least two, preferably three, approaches they believe USNH could use to connect the specified locations with the Proposer's cable. The approaches should include:

2.2.5.2.1 The Proposer would detail the cost for the vendor to use a 3rd party to extend to the USNH site.

2.2.5.2.2 The Proposer would detail the cost to bring USNH provided fiber from a Meet-Me point into the Proposer's facility. The Proposer should designate where interconnections can occur near the Proposer's facility and potentially at splice points nearer to USNH facilities.

2.2.5.3 Scenario 3: The Proposer's cable is not in the city USNH wishes to serve:

2.2.5.3.1 If the city in question is a site where USNH indicates that it intends to place equipment and attach other USNH members, the Proposer must provide pricing to extend fiber into the location in the city as specified by USNH in this RFP. RFP responses should indicate how redundancy would be maintained on the proposed interconnection route so that USNH could continue to locate its equipment at USNH facilities.

2.2.5.3.2 If a redundant feed is not practical, the Proposer should adjust collocation, cross-connect and other details of their RFP response to accommodate USNH equipment at their nearest facility. A route map, or, less desirable, the fiber mileage of the unprotected segment, should also be included for evaluation by the USNH team.

2.2.6 RFP responses must provide the following information for each site:

2.2.6.1 Detail the address of the Proposer's facility

2.2.6.2 Detail site access policies and normal Proposer staffing at the facility.

2.2.6.3 Where USNH indicates it expects to bring its fiber to the facility to meet the Proposer, the Proposer should detail the side of the building and street on which any Meet-Me Holes or building entry conduits may be available. The Proposer must provide a site-plan diagram for the site and zero manhole locations.

2.2.6.4 If known, the Proposer is encouraged to detail any local loop providers, fiber providers, CLECs or other service providers that may have services available to reach remote sites for cross-connection at this facility. If the Proposer has its own metro network connecting to this site, it should also detail its capabilities.

2.2.6.5 Indicate whether plain-old-telephone services are available in the facility and if there are any fees or issues regarding extending that service to USNH racks.

2.2.6.6 Detail cross connect fees, if any, between the collocation rack where USNH will be located and the long-line fiber.

- 2.2.7 Additional Requirements - The following information must be included in your response for new build proposal elements.
- 2.2.7.1 Material - The successful respondent will supply all the cable for the build. Cable will be ADSS 288 core, loose tube fiber. The Contractor will be responsible to perform an on reel test of the fiber cable. All other material associated with the build is to be ordered, received, stored, staged and deployed by the Contractor and/or his agents. The Contractor shall provide hardware/material service warranties. USNH will approve all proposed hardware and materials.
- 2.2.7.2 Pre-Construction “On Reel” Fiber Test - USNH will require the Contractor to perform a Pre-Construction Fiber “On Reel” test of random fibers matched against the fiber manufacturers test results. This test does two things, first it identifies potential shipping damage, and secondly it gives the splicing technician a reference to determine if fiber damage was incurred during the installation process. The test shall be on all reels, with one (1) random fiber in each of the cables buffer tubes. The OTDR test results shall be given to USNH in both hard and soft copies. All deviations from the manufacturers’ tests shall be identified. The test shall be performed at 1550 nm with db/mile loss, cable length, step discontinuity, fiber defects and OTDR loss value.
- 2.2.7.3 Project Management - USNH requires the Contractor to provide Project Management services. At a minimum these services must include the following:
- 2.2.7.3.1 Overall project management
 - 2.2.7.3.2 Management of work activities in co-ordination with USNH, and other subcontractors as required
 - 2.2.7.3.3 Project scheduling, tracking and reporting as specified by USNH
 - 2.2.7.3.4 Semi-weekly status meetings
 - 2.2.7.3.5 On-site management and inspection
 - 2.2.7.3.6 Material procurement and management
 - 2.2.7.3.7 Timetable and schedule coordination
 - 2.2.7.3.8 Budget support, responsibility
 - 2.2.7.3.9 Hiring subcontractors as required
 - 2.2.7.3.10 Accounting and invoice management
 - 2.2.7.3.11 Quality assurance, Environmental and safety concerns
- 2.2.7.4 “Single point of Contact” - USNH requires that a “single point of contact” be provided by the Contractor. USNH will coordinate with this point of contact regarding engineering, budgeting, project status, scheduling, material purchasing, invoicing, quality/safety etc.
- 2.2.7.5 Construction Management – USNH requires construction management services. At a minimum these services are to include:
- 2.2.7.5.1 Co-ordination with USNH on all aspects of the build
 - 2.2.7.5.2 Interface, as required, with other vendors, utilities and governmental bodies.
 - 2.2.7.5.3 Escalation of all field problems which may jeopardize schedules
 - 2.2.7.5.4 Escalate any safety concerns or accidents
- 2.2.7.6 Project Management Tool(s) - USNH will require a project management tool be used, which can perform the following functions:
- 2.2.7.6.1 Establishment of key milestones activities
 - 2.2.7.6.2 Duration, Inter-dependencies, Resources and scheduled dates for milestone activities
 - 2.2.7.6.3 Track manholes, pathways, cable fibers, splices and slack locations
 - 2.2.7.6.4 Track cable placing, splicing, testing and acceptance activities
 - 2.2.7.6.5 Track conduit activity as required
 - 2.2.7.6.6 Track construction progress against scheduled activity
 - 2.2.7.6.7 Graphically display the status of the project
 - 2.2.7.6.8 Respondents to include a sample of their PM tool

- 2.2.7.7 Organization Charts - USNH requires the Proposer to provide a detailed, organization chart displaying the key members of their project management team and a definition/explanation of their roles and responsibilities.
- 2.2.7.8 Engineering Services - USNH requires design and engineering services. At a minimum these services should include but are not limited to:
- 2.2.7.8.1 Cable route validation
 - 2.2.7.8.2 Planning/design
 - 2.2.7.8.3 Documentation as defined by USNH
 - 2.2.7.8.4 Determination of (BOQ) bill of quantities
 - 2.2.7.8.5 Design updates
 - 2.2.7.8.6 Ring configuration design
 - 2.2.7.8.7 Splicing design
 - 2.2.7.8.8 Sight surveys and design
 - 2.2.7.8.9 Network commissioning
 - 2.2.7.8.10 Network planning and design
 - 2.2.7.8.11 Cable entrance designs for Gateways, POPs and specified customers
 - 2.2.7.8.12 Permit and contract for installation of building entrance facilities (NA)
 - 2.2.7.8.13 Manhole (hand-hole) breakout designs
 - 2.2.7.8.14 Fundamental design
 - 2.2.7.8.15 Red-line drawings
 - 2.2.7.8.16 As-built drawings
 - 2.2.7.8.17 Final designs
 - 2.2.7.8.18 Respondents should include a sample of their standard design plans with all appropriate construction notes, symbols, scale etc.
- 2.2.7.9 Rights-of-Way - The Contractor will be responsible for obtaining all Rights of Ways including State, Local city/municipal and utilities. The contractor will be responsible for street opening permits.
- 2.2.7.10 State and Local Police Protection – The Contractor will be responsible to schedule and pay for all necessary Police protection.
- 2.2.7.11 Permits, Fees and Notices
- 2.2.7.11.1 The Contractor shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which were legally required on the date the Owner accepted the Contractor’s proposal.
 - 2.2.7.11.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project. The Contractor shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.
 - 2.2.7.11.3 It is the Contractor’s responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules and regulations.
 - 2.2.7.11.4 If the Contractor performs Work contrary to applicable laws, ordinances, codes, rules and regulations, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.
- 2.2.7.12 Cable and Materials Yard(s) - The Contractor will be responsible to provide a secure “yard” for the storage of fiber cable/reels and hardware/materials for the build. Contractor is responsible for full insurable replacement cost of any contract-related inventory that they have in their care, custody, and control on an “all risk” basis subject to a deductible of not more than \$5 thousand. It will be the Contractors responsibility to remove/return all empty reels to the manufacturer. Cable/material yard(s) will be kept in a clean safe orderly condition. USNH may assist in locating of the yard space process.
- 2.2.7.13 Safety Plan - USNH requests a copy of the Contractor’s Safety Plan.
- 2.2.7.14 Quality Assurance - USNH requires that the Contractor monitor the quality of all work activity. This includes controlling the quality process during all stages of construction, monitoring all quality matters,

timely identification and rectification of deficiencies in accordance with USNH's service level standards. USNH requests a copy of the Contractor's Quality Plan.

2.2.7.15 USNH Engineering and Design Criteria:

- 2.2.7.15.1 All reel ends shall have a minimum 50' of slack for splicing
- 2.2.7.15.2 100' of slack will be left at 1,500' intervals and at all major intersections or as USNH directs
- 2.2.7.15.3 Proper sized snow shoes will be utilized based upon the cable manufactures static radius recommendations
- 2.2.7.15.4 Reel fiber footages will be noted on all as-builts
- 2.2.7.15.5 Handling of cable shall not exceed the manufacturer's dynamic radius criteria
- 2.2.7.15.6 All inner-duct will be walled and 1 1/2" ID
- 2.2.7.15.7 On all laterals standard U-guards will be utilized with the inner-duct(s) neatly clipped up pole to strand or horizontal take off point
- 2.2.7.15.8 All strand installations will require standard industry bonding and grounding
- 2.2.7.15.9 On all strand cable installation the fiber will be double lashed
- 2.2.7.15.10 Pole clearances will be in accordance with industry standards (NESC-23)
- 2.2.7.15.11 Pole line design/construct will be in accordance with industry standards
- 2.2.7.15.12 Maximum pulling tension shall not exceed 600lbs-aerial or UG.
- 2.2.7.15.13 The placement of new underground inner-duct will require two ducts – one for initial cable installation and the second for maintenance purposes, and the spare duct will have a pull string placed in it
- 2.2.7.15.14 Underground inner-duct shall have a minimum 24" cover At 12" there will need to be placed a plastic tape "Caution Fiber Cable" along with a tracing wire
- 2.2.7.15.15 Road rated fiberglass handholds will be installed every 1500" and on either side of a bridge, over pass or transition locations from aerial to underground or as directed by USNH. Handholds will need to be lockable
- 2.2.7.15.16 On all new UG construction, cable markers will be placed every 500' and at all route transition locations
- 2.2.7.15.17 On all new UG construction all surfaces will be restore to original or better condition.
- 2.2.7.15.18 Orange plastic fiber cable identifiers will be sourced out by the Contractor and placed on each pole
- 2.2.7.15.19 On congested pole lines ADSS hardware with outriggers should be considered to negate make ready
- 2.2.7.15.20 ADSS placement in the electric space will require certified technicians and an all fiberglass boom/bucket truck
- 2.2.7.15.21 Maximum splice loss not to exceed 0.1 db

3. SCOPE OF BUSINESS ENGAGEMENT

3.1 Options

- 3.1.1 This RFP seeks responses in two distinct ranges. This distinction is related to the differences in funding levels associated to the various grants:
 - 3.1.1.1 IRU on 12 strands for either or both segments 1 and 2. (See Section 2 - Scope of Work/Technical Specifications, 2.1.1.1 Primary Segments, Page 7)
 - 3.1.1.2 Full construction, partnership, etc, for all strands for all segments. (See Section 2.1.1.1 Primary Segments and 2.1.1.2 Lateral Segments, Page 7; also see Section 3- Scope of Business Engagement, 3.2 Fiber and Carrier Access)

3.2 Fiber and Carrier Access

- 3.2.1 USNH intends to secure long-term access to fiber throughout the region to interconnect existing in-state fiber initiatives and to bring New Hampshire in sync with existing fiber initiatives throughout the US. USNH intends to acquire fiber access by one or a combination the following methods:
 - 3.2.1.1 On existing carrier's networks through the traditional IRU process
 - 3.2.1.2 Through construction of new fiber infrastructure in an IRU relationship

3.2.1.3 A public/private partnership to build jointly owned infrastructure

3.2.1.4 Through an outright design/build new construction process

3.2.2 USNH will evaluate the responses to this RFP with consideration for both one-time costs and operating costs through the term. USNH will analyze options based on a 20-, 30-year or longer operating window and will seek the solution that provides the lowest cost and the greatest flexibility during these time frames.

3.2.3 USNH is interested primarily in IRU-type pricing with a greater up-front payment and a lesser annual maintenance cost. It is anticipated that proposals will contain initial IRU and/or construction costs and annual maintenance costs. USNH will use this non-recurring pricing and ongoing maintenance costs for overall cost comparisons.

3.2.4 USNH actively seeks Proposers willing to build out their network where necessary to reach facilities, in a way that is mutually beneficial to both parties. USNH also welcomes Proposer partnerships with other companies for local - fiber loops from a Proposer's existing facilities to USNH-related facilities.

3.3 Itemized Responses

3.3.1 Proposals should include detailed technical information in the RFP response. Ideally, this information should include detailed route maps, mid-span splice locations along those routes and fiber-access on any additional routes available in New Hampshire.

3.3.2 Given that funding is likely to come piecemeal, USNH asks that Proposers itemize costs for each individual segment. See Pricing Table in Appendix A – Pricing Table.

3.3.3 Partial RFP response: We are interested in hearing from Proposers who would only be able to build selected segments of the network. However, those would have to be a complete segment – i.e. one or more of segments numbered 1-6 in Section 2.1.1.1 Primary Segments and 2.1.1.2 Lateral Segments (Page 7)

3.3.4 To the extent that a Proposer wishes to propose additive lit services, remote hands, equipment installation, equipment sales, etc., USNH will actively investigate the benefit of those options. However, these proposals must be separable from the fiber solution, and any proposed services above and beyond fiber services should be proposed in an a la carte manner. These services should be priced a-la-carte with the full knowledge that USNH may choose to contract for only selected services (or for no services at all). See Appendix A – Pricing Table.

3.4 Grant Funding

3.4.1 This RFP is targeted to fulfill USNH's commitment to three grant proposals, NSF and NIH have been awarded and the BTOP/BIP to potentially be awarded in December or 2009. The following table describes the funding plan for this project. This funding is for non-recurring costs only. USNH and its partners will provide funding for recurring costs, as well as supplemental non-recurring funding for NSF and NIH projects to meet total costs.

Grant	Grantor	Amount (Fiber+Equipment)	Target Project	Project Start	Project Completion Deadline
EPSCoR RII Track II (#0918033)	NSF	\$1,073,928	IRU Manchester-Plymouth-Dartmouth	Q2 2010	4/1/2012
NCRR COBRE Supplement	NIH	\$1,375,000	IRU Manchester-Keene	Q2 2010	4/1/2011
BTOP	NTIA	\$25,078,732	All Segments 1-6	Q2 2010 estimated	6/1/2012 – based on November 2009 award; Also, project must be 66% complete by end of year2 from grant award

3.4.2 **Matching** – Proposals related to BTOP funding require a minimum of a 20% match of non-recurring costs. Proposals shall specify, in detail, how this match will be provided, whether in cash, or in kind, and the amount thereof. Applicants must document their capacity to provide matching funds.

3.5 Pricing

3.5.1 Complete Appendix A – Pricing Table

3.5.2 Matching Plan - For BTOP-related proposals please provide narrative describing matching plan. Where matching will be in the form of discounts or similar in-kind form, please demonstrate the accuracy of pre-discount costs by comparison to market and to charges for recent similar work performed by the Proposer. (See Appendix A – Pricing Table)

4. REQUEST FOR PROPOSAL INSTRUCTIONS/INFORMATION

4.1 Overview of Proposal Process/Timeline

4.1.1 Proposal packages shall be available by 10/09/2009.

4.1.2 A **mandatory** pre-proposal meeting is scheduled for 1:00 p.m. on 10/19/2009 at UNH Alumni Center, Room 1925. **Proposals from firms that do not attend will not be considered.** A sign-in sheet will be available at the site inspection and will serve as evidence of attendance. It is the responsibility of attending firms to sign in at the meeting. Sub-contractors are invited to attend, but are not required to be there. A campus map and directions are available at the University Transportation Services website: <http://www.unh.edu/transportation/visitor>

4.1.3 **All questions concerning this request for proposal must be submitted in writing via email to marvann.puchlopek@usnh.edu or via fax to 603-862-3390.** All questions must be received by 12:00 noon on 10/26/2009. Questions received after this date/time will not be answered.

4.1.3.1 Questions will be answered via written addenda. All addenda are published on the web at <http://www.unh.edu/purchasing/bid-docs.html>.

4.1.3.2 It is the responsibility of the Proposer to verify that s/he has reviewed all addenda and other required documentation.

4.1.4 Proposals are due no later than 11/20/2009 at 2:00 p.m. Proposals will be opened at that time. Late proposals will not be considered.

4.1.5 All proposals will be reviewed and evaluated by the evaluation committee, which will consist of members from UNH IT and USNH Purchasing

4.1.6 Finalists may be asked to come to UNH Durham to discuss their proposals further with the evaluation committee. The evaluation committee will decide if such presentations are necessary

4.1.7 It is expected that a contract will be signed and become effective based on the outcome of BTOP funding on a mutually agreeable date.

4.2 General Instructions

4.2.1 Contact with or visitation with personnel at any campus regarding this request for proposal may not be made by a Firm's personnel without the prior approval of the USNH Agent/Manager or his/her designee.

4.2.2 Any oral information received from the evaluation committee or any other USNH personnel will not alter or change this request for proposal.

4.2.3 Proposals may be hand delivered or mailed. **Faxed responses are not acceptable.**

- 4.2.4 Submit two (2) hard copies and one electronic copy (on a CD, **as a single document in PDF format**), in a sealed package by 11/20/2009 at 2:00 p.m. Package should be clearly marked “RFP# 7854-0001, I-BEAM NH - Phase 2 USNH Regional Education Network Project (ARRA)”. The CD should be clearly labeled with the respondent’s name and “RFP# 7854-0001, I-BEAM NH - Phase 2 USNH Regional Education Network Project (ARRA)”. Package should be addressed as follows:

Maryann Puchlopek, Purchasing Manager
USNH Purchasing and Contract Services
11 Brook Way
Durham, NH 03824

- 4.2.5 By responding to this request for proposal the Proposer acknowledges that s/he has read and understands the information contained within this request for proposal and has taken the contents into account in the preparation of the proposal.
- 4.2.6 The cost for developing proposals shall be absorbed by the Proposer.
- 4.2.7 USNH considers all terms and conditions to be accepted unconditionally by a Proposer unless written exceptions are made to specific clauses of this request for proposal. Such exceptions may, however, be used as a basis for rejection of the proposal.
- 4.2.8 Failure of a Proposer to follow the instructions of this request for proposal may result in rejection of the Firm’s proposal.
- 4.2.9 The Proposer certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Proposer cannot certify this statement, attach a written explanation for review by the USNH.
- 4.2.10 In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

4.3 Format & Contents of Proposal

- 4.3.1 Proposals should address all sections of this request for proposal. The proposal must be in sufficient detail to allow the evaluation committee the ability to evaluate the submission. Submissions must follow the same sequence and numbering scheme used in this request for proposal.
- 4.3.2 Provide the following information in a tabbed format:

Tab 1

- Clearly identify the Firm submitting the proposal.
- Executive Summary (i.e. cover letter) signed by an authorized officer (no more than three pages).
- Provide a description of the Firm’s organization and staffing including the names and titles of all personnel who would be assigned to the contract.

Tab 2

- Acknowledge receipt of any and all addenda.

Tab 3

- Provide a detailed plan for fulfilling the contract (as detailed in Section 2 - Scope of Work, Page 7 and Section 3 - Scope of Business Engagement, Page 12). Include a description of what your Firm views as its responsibilities, complete pricing structure (Appendix A – Pricing Table) for products and/or services to be provided and a detailed project time line.

Tab 4

- Complete the Pricing Table provided - Appendix A – Pricing Table.
- For BTOP related proposals, provide full description of grant fund matching plan.

Tab 5

- If applicable; provide complete information for any services, information, equipment, or space to be provided by Owner.

Tab 6

- Provide any other information, which your Firm may choose to reveal to the evaluation committee.

Tab 7

- Statement of Qualifications, completed in its entirety.

Tab 8

- Provide a fully completed and executed USNH Substitute W-9 Form. **Submit a single W9 Form in a sealed envelope marked “Confidential – Tab 9 USNH Substitute W-9 Form). Form should *not* be included in the CD copy.** The form is available on our website at <http://unhinfo.unh.edu/purchasing/sub-w9.PDF>.

Tab 9

- Financial statements, for current year and prior three (3) years, are required to be submitted, **in a separate sealed envelope**; with your proposal. If requested, and your firm does not comply with the request, this may be grounds for rejection of your proposal. (Financial statements are considered confidential by the USNH. They will be destroyed when said documents are no longer required.)

Tab 10

- Provide a sample contract.

Tab 11

- Provide your Firm’s Quality Plan (See Section 2.2.7.13)
- Provide your Firm’s Safety Plan (See Section 2.2.7.14)

Tab 12

- Provide references.
- Provide previous project experience, include testimonials

4.4 Evaluation Committee Rights/Rules of Conduct

- 4.4.1 The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this request for proposal, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Contractor whose proposal it considers to be in the best interest to USNH.
- 4.4.2 The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to USNH.
- 4.4.3 In the event that the awarded Contractor refuses to enter into a contract, his/her proposal will be rejected.
- 4.4.4 The evaluation committee will treat all proposals received prior to the due date and time as confidential. The committee may disseminate information to others whom the committee deems in its sole discretion to have an interest in the proposal. In no event shall the committee be liable for any breach of confidentiality. All materials submitted, with the exception of any materials that both the Contractor and committee deem as confidential (and so marked by the Contractor) will become the property of the committee and will become part of the public record. Pricing may not be considered confidential information.
- 4.4.5 The content of the evaluation committee’s working papers and discussions relating to the proposals will be considered confidential.
- 4.4.6 The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which Contractor will best meet the needs of USNH.
- 4.4.7 In the event that a contract acceptable to the committee cannot be executed with the top Contractor, the committee may eliminate that Contractor from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Contractor next preferred among the Proposers who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.
- 4.4.8 USNH reserves the right to negotiate simultaneously with more than one Contractor.

4.5 Evaluation Criteria

4.5.1 Evaluation criteria will be based on, but not necessarily limited to the following factors:

4.5.1.1 The following criteria shall be employed in the evaluation of proposals and the concurrent decision to award the contract to the successful Contractor.

4.5.1.1.1 Proposed approach – Technical Design & Project Management; Response to Sections 2 and 3, Scope of Work/Technical Specifications /Scope of Business Engagement

4.5.1.1.2 Price

4.5.1.1.3 Proposals with a match greater than 20% will be given additional favorable consideration (as per NOFA for BTOPs funding).

4.5.1.1.4 References from other companies/institutions

4.5.1.1.5 Previous project experience, including testimonials.

4.5.1.1.6 Flexibility in installation options, contract language, term of agreement, & technical design, etc.

4.5.1.1.7 Financial stability and ability of Contractor to fulfill the contract

4.5.1.1.8 Incentives & warranties offered

4.5.1.1.9 Proposer's cross-connect policy. Proposers should build cross-connect costs into the initial purchase arrangement and reduce recurring long term cross-connect costs.

4.5.1.1.10 Quality Assurance Plan

4.5.1.2 Proposals with a match greater than 20% will be given additional favorable consideration (as per NOFA for BTOPs funding).

4.5.1.3 Since the planned network topology covers a large geographical footprint, USNH may select multiple Contractors for different segments of the project. In the case that a multi-Contractor solution is selected, straightforward interconnection procedures become critically important evaluation criteria.

4.5.1.4 Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given proposal from further consideration.

5. INSTRUCTIONS TO SUCCESSFUL CONTRACTOR(S) FOR EXECUTION OF A CONTRACT

5.1 Contract

The contact (owner's agent) listed in Section 1.4 will work with the selected Contractor's representative(s) to develop a mutually agreeable contract.

5.2 Contract Terms and Conditions

Contractor shall guarantee their pricing structure for a specific period of time. If pricing changes, Contractor must request increase in writing, with a minimum of one hundred and twenty (120) days notice.

5.3 Contract Termination/Cancellation

5.3.1 The Owner may without prejudice to any right or remedy, and after giving the Contractor and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:

5.3.1.1 If the Contractor should be adjudged bankrupt;

5.3.1.2 If the Contractor shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;

5.3.1.3 If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,

5.3.1.4 If this contract or any part hereof shall be subcontracted without previous written consent of USNH and the Owner.

- 5.3.2 The Owner reserves the right to cancel the contract awarded to the Contractor, if in the USNH's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, the USNH shall so notify the Contractor and demand that the Contractor shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, USNH may terminate the contract within thirty (30) days of the initial notification date.
- 5.3.3 Should the Contractor be adjudged bankrupt or insolvent, the Owner will retain ownership and assume responsibility for the fiber bundle beyond our strands.
- 5.3.4 Either party may without prejudice to any right or remedy, and after giving the other party sixty (60) calendar days written notice, terminate the contract.

5.4 USNH's Rights and Responsibilities

- 5.4.1 USNH reserves the right to audit those financial records of the Contractor, which pertain to the contract at USNH.
- 5.4.2 USNH reserves the right not to enter into a contract if, after reviewing all proposals received, it is determined such a contract would not be in the best interest of the USNH.
- 5.4.3 USNH intends to meet contractual obligations and to treat all Contractors fairly.

5.5 Contractor's Rights and Responsibilities

- 5.5.1 The Contractor agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the USNH in writing. The Contractor agrees to provide access to its accounting information pertaining to this USNH contract in the event an audit is requested.
- 5.5.2 Steve Wengert will be the designated representative for this contract and shall be the official operational contact for the Contractor. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to this individual during the term of the contract.
- 5.5.3 The Contractor will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.

5.6 Rights Afforded To Both Parties

- 5.6.1 Each party shall indemnify and hold harmless the other party and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.
- 5.6.2 If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 5.6.3 The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.
- 5.6.4 Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the Contractor may assign this contract with the consent of Owner to any subsidiary or affiliate of the Contractor or any corporation into which the Contractor or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Contractor shall during the term hereof remain liable for its obligation hereunder.

5.7 Dispute Resolution – Mediation

In the event of a dispute, the parties shall first attempt to resolve the dispute between themselves in good faith and then, if unsuccessful, by commercial mediation. At the request of either party, the other party shall make itself available for mediation within thirty (30) days of the request, using the mediation rules of the Judicial Arbitration and Mediation Service (“JAMS”). Nothing contained herein shall prevent either party from exercising its right to injunctive relief in any court of law having proper jurisdiction.

5.8 Insurance Requirements

- 5.8.1 Within ten (10) business days after the Owner mails, emails, sends a fax transmission or delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work on campus, whichever is sooner, the successful Contractor shall deliver to the Owner the Certificate of Insurance as specified in the USNH Insurance Requirements, available at the following web site: <http://www.unh.edu/purchasing/forms.html> in the Other Forms section.
- 5.8.2 Special attention is called to:
- 5.8.2.1 Excess/Umbrella Liability – Change the requirements for. Excess Liability, from \$1million per occurrence and in aggregate to \$5 million per occurrence and in aggregate.
- 5.8.2.2 Inland Marine Inventory Coverage – Contractor is responsible for full insurable replacement cost of any contract related inventory that they have in their care, custody, and control on an “all risk” basis subject to a deductible of not more than \$5 thousand.

5.9 Payment Bond and Performance Bond (Required on all projects of \$100,000.00 or greater)

- 5.9.1 Within ten (10) business days after the Owner mails, sends a fax transmission or delivers a notice of acceptance, agreement or purchase order, or prior to beginning work on campus, whichever is sooner, the successful Contractor shall deliver to the Owner executed performance and payment bonds, each in the amount of one hundred percent (100%) of the entire contract, as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials on connection therewith. The bonds shall be drawn and have a surety company acceptable to the Owner. The bonds shall be worded exactly like the bonds contained in these documents. In lieu of performance and payment bonds, a letter of irrevocable credit valued at one hundred percent (100%) of the contract, on a form acceptable to the Owner and backed by a financial institution acceptable to the Owner will be considered.
- 5.9.2 The bonds shall be signed and sealed in the correct corporate, partnership, or individual name by a duly authorized officer, partner, individual, agent, or attorney-in-fact. The executed bonds shall be accompanied by (a) appropriate acknowledgements of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificates of authority when bonds are executed by agent, officer, or other representative of Contractor or surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer, partner, individual or representative was issued.
- 5.9.3 The Performance Bond, Document 00610, and Payment Bond, Document 00620, are available at the following web site: <http://www.unh.edu/purchasing/forms.html> in the Other Forms section.

STATEMENT OF QUALIFICATIONS

*** FAILURE TO REPLY MAY RESULT IN DISQUALIFICATION OF BID ***

1. Firm _____

2. Address, Telephone Numbers and Fax Numbers (toll-free if available) for:

a. Principal Place of Business

b. Principal Mgr. or Sales Rep.

c. Bids

d. Order Placement

e. Accounts Receivable

3. DUNS Number _____

4. Are you registered with the NH Secretary of State? Yes No Date _____
Do you have a current Certificate of Authority? Yes No Date _____

5. General Classification of Business or Character of Work Performed _____

6. Doing Business as:

Contractor Manufacturer Wholesaler Distributor
 Dealer Individual Partnership Corporation

in State of _____ Year Organized _____

7. Does the Contractor or any owner, sales/service representative, or employee, have a personal relationship with any USNH employee (includes all campus locations) (student relationships are not considered)? Yes No

8. Number of years engaged in this business under present business name _____

If another name, supply details _____

9. Standard Condition of Order: a. Minimum Amount, if any: \$ _____

b. Terms: _____ c. FOB: _____

10. If a Contractor, what categories of work do you perform with your own forces?

11. Major current projects (Include name of project, owner, contract amount, percent complete, and scheduled completion date. Attach separate sheet if necessary.)

12. List any projects completed for the University System within the last five years. (Include name, gross amount, completion date, and owner representative.)

13. Has this business ever defaulted on a contract? _____ If "yes", state circumstances.

14. Has this business ever failed to complete any project awarded to it? _____ If "yes", state circumstances.

15. List your major equipment available.

16. List and provide brief resume of key personnel available to manage and supervise.

17. Trade References.

18. List bank with which your company does business. Do you grant permission to a responsible USNH Administrator to contact these banks? Yes No

19. Name of bonding company and address of agent.

20. If submitted with a bid, list projects that are similar to this project and/or the major projects completed by this business in the past five years. (Include name of project, owner, contract amount, and completion date. Attach separate sheet if necessary.)

21. Number of full-time employees _____ AA/EEO Employer? _____
22. Does your Concern meet any of the following US Government criteria?
 a. Minority enterprise Concern. A minority enterprise is one that is at least fifty percent owned by minority group members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by minority group members. (If checked, indicate ethnic group below)
 Black American (not of Hispanic origin) Hispanic American
 Asian American American Indian/Alaskan Native
- b. Women Owned and Operated Concern. A business that, regardless of ethnic background is at least fifty percent

owned by women members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by women.

- c. Small Business Concern. A business independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration.
- d. Labor Surplus Area Concern. A business located in an area (designated by the US Government, Department of Labor) in which unemployment exceeds the national average.

23. While furnishing goods and services to any unit of the University System of New Hampshire pursuant to any purchase order, contract, or agreement, whether written or oral, the undersigned certifies that his/her company or organization will comply with the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, as well as all regulations and orders of the Secretary of Labor pursuant to these provisions. Further, the undersigned certifies that his/her company or organization will incorporate by reference in each contract, purchase order or agreement with the University System meeting the appropriate jurisdictional limits the equal employment and affirmative action clauses contained in 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4. The undersigned also certifies that employees of the company or organization have been instructed not to engage in any acts of sexual harassment against students or employees of the University System.

DEBARMENT: The firm certifies, by submitting this Statement of Qualifications, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the firm cannot certify this statement, attach a written explanation for review by the University.

I certify the above information to be correct and authorize the University System of New Hampshire to investigate all facts contained herein, including facility visitation.

Firm _____

By _____ Date _____

Printed Name _____

Title _____

APPENDIX A – PRICING TABLE (2 Pages)

I-BEAM NH - Phase 2 USNH Regional Education Network Project

Proposal Number: 7854-0001

Due Date & Time: 11/20/2009 at 2:00 p.m.

	Segment	Non-recurring Costs	Recurring Costs	Time to Complete (Months)	BTOP Match Contribution (Dollars)	Other Costs	Remarks
1	Manchester-Plymouth-Dartmouth						
2	Manchester-Keene						
3	Dartmouth-Keene						
4	Granite State College, Claremont						
5	River Valley CC, Claremont						
6	Franklin Pierce University, Rindge						
	Additional Options (Describe)						
1							
2							
3							
4							
5							

****Include an additional sheet if required for “Options”.**

****If a BTOP-related proposal, is a narrative attached describing matching plans? _____ Yes _____ No**

THIS PROPOSAL IS VALID FOR _____ DAYS

FIRM: _____ CONTACT PERSON: _____

ORDER ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

AUTHORIZED SIGNATURE _____

ATTACHMENT 1 - BTOP NOFA AWARD ADMINISTRATION GUIDELINES

RFP awardees will be required to comply with all federal award provisions associated with this project. These requirements are available from the federal agencies associated with the grant awards, which include the National Science Foundation (NSF), the National Institutes of Health (NIH) and the Department of Commerce's NTIA BTOP and the USDA's RUS programs. Pointers to the general requirements are listed below. Specific requirements will be included as part of the contract negotiations and acceptances at the start of the project.

A set of requirements as listed in the NTIA BTOP NOFA are listed below.

NSF

Administrative policy requirements for Cooperative Agreements with the NSF listing the Financial & Administrative Terms and Conditions (FATC) for the awarded grant also contains the guidelines upon which contracted vendors must follow in addition to grant awardees. This document can be viewed at http://www.nsf.gov/pubs/policydocs/cafatc_607.pdf. This award is funded under the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) and is subject to the ARRA Terms and Conditions, dated May, 2009, available on the NSF website at: http://www.nsf.gov/publications/pub_summ.jsp?ods_key=arra0509. Federal ARRA Reporting for vendors will be required. The details of this reporting can be found at <https://www.federalreporting.gov> and will be the responsibility of the vendor to provide reporting information to the University of New Hampshire two (2) business days after the close of the business quarter in which reporting is due.

NIH

Federal ARRA Reporting for vendors will be required on this grant. The details of this reporting can be found at <https://www.federalreporting.gov> and will be the responsibility of the vendor to provide reporting information to the University of New Hampshire two (2) business days after the close of the business quarter in which reporting is due.

BIP and BTOP

Administrative and national policy requirements for BIP and BTOP grant funding, *inter alia*, are contained in the *Pre-Award Notification Requirements for Grants and Cooperative Agreements* (DOC Pre-Award Notification), published in the **Federal Register** on February 11, 2008 (73 FR 7696), as amended. All BTOP applicants are required to comply with all applicable provisions set forth in the DOC Pre-Award Notification.

In addition, general administrative requirements in the Award Terms and Conditions are listed in the BIP/BTOP NOFA, published in the **Federal Register** on July 9, 2009 (74 FR 33104) and available via <http://www.broadbandusa.gov/files/BB%20NOFA%20FINAL%2007092009.pdf>.