

**Request for Proposal for  
Fiber Assets  
Southeastern Colorado  
by EAGLE-Net Alliance  
for the Colorado Community Anchor Broadband Consortium Project**

**RFP # 107057-12**

G4S Technology LLC  
12742 East Caley Avenue, Unit 2B  
Centennial, CO 80111

Procurement Team Leader: Jenny Hamblin  
RFP Issued: February 3, 2012  
Deadline for Written Questions: February 10, 2012, 5:00PM Mountain  
Answers Posted: February 14, 2012, 5:00PM Mountain  
Submission of Proposals Deadline: February 24, 2012, 12:00PM Mountain



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## **1. INTRODUCTION**

G4S Technology LLC (“G4S Technology”) has been contracted by EAGLE-Net Alliance (“EAGLE-Net”) to, amongst other responsibilities, issue this request for proposal (“RFP”) seeking price quotations from any entity willing to offer fiber routes for sale, long-term access to dark fiber, and/or any similar capital purchase meeting the requirements of the National Telecommunication and Information Administration (NTIA). These fiber assets will allow EAGLE-Net connections between various addresses located throughout Southeastern Colorado and any number of the following six (6) locations: 1850 Pearl Street, Denver; 910 15<sup>th</sup> Street, Denver; 14200 East Jewell Avenue, Aurora; Aurora Junction near the vicinity of 6<sup>th</sup> and Gun Club Road, Aurora, CO; 102 S. Tejon, Colorado Springs; and a respondent-determined location in Pueblo, CO.

EAGLE-Net, an intergovernmental entity created pursuant to Colorado statute, is currently undertaking the design and construction of a new middle-mile fiber optic network in Colorado in a project called the Colorado Community Anchors Broadband Consortium (“CCABC”). The project was awarded by the National Telecommunications and Information Administration (NTIA) during Round 2 of the American Recovery and Reinvestment Act (ARRA) Broadband Stimulus Funding to fulfill the requirements of the Broadband Technology Opportunities Program (BTOP) Grant.

EAGLE-Net submitted an environmental assessment for this project, which was approved by the NTIA, and EAGLE-Net received its Finding of No Significant Impact (FONSI) on August 3, 2011.

EAGLE-Net has designated G4S Technology LLC (formerly Adesta, LLC) as the design-build contractor to provide network design and build services for deployment of the EAGLE-Net network. EAGLE-Net will partner with G4S Technology and other partners to fulfill the requirements of the \$100.6 million Broadband Technology Opportunities Program (BTOP) grant that was awarded in September 2010.

G4S Technology will act as EAGLE-Net’s agent throughout this RFP and future negotiation processes, with EAGLE-Net and the respondent being signatory to the Agreement(s) memorializing the asset sale and/or Indefeasible Right to Use (IRU). The acquired facilities will provide users of the CCABC network access to major carrier interconnection facilities and Internet Service Provider (ISP) peering points.

## **2. BACKGROUND**

EAGLE-Net will be working collaboratively with public-private partners to construct a broadband network across the state of Colorado that will connect 234 community anchor institutions. Included in the grant application are all 178 public school districts, 26 libraries, 15 community colleges, 3 institutions of higher education and 12 Boards of Cooperative Educational Services (BOCES).

The expansion of broadband connectivity and services through EAGLE-Net benefits the entire state of Colorado. With its Round 2 BTOP funding, EAGLE-Net is focused on fostering and

expanding educational opportunities in the K-12 public school sector. EAGLE-Net is also working with higher education institutions and libraries to expand their broadband connectivity options and access to research and education networks like Internet2 and TransitRail.

EAGLE-Net's fully collaborative and secure high-speed broadband network will continue to expand and enhance available services for education, research, healthcare, workforce development, local government and public safety.

## **2.1 CCABC Network Characteristics**

The CCABC network is currently expected to have the following characteristics, subject to further adjustment as its design is finalized:

- Hundreds of miles of new fiber construction in Colorado and Wyoming ("EAGLE-Net-Owned Fiber");
- Hundreds of miles of IRU leased and/or purchased fiber throughout Colorado;
- Connections to Community Anchor Institutions ("CAIs"), including but not limited to schools (K-12) and libraries;
- Connections to carrier-neutral "hotels" to serve as core Internet connection sites;

## **3. REQUIREMENTS**

### **3.1 Primary Purpose**

G4S Technology is seeking price proposals for purchasing fiber routes, long-term IRUs, and/or any similar capital purchase meeting the requirements of the NTIA for two (2) to four (4) dark fibers in the Southeast quadrant of Colorado and into any number of the following six (6) locations: 1850 Pearl Street, Denver; 910 15<sup>th</sup> Street, Denver; 14200 East Jewell Avenue, Aurora; Aurora Junction near the vicinity of 6<sup>th</sup> and Gun Club Road, Aurora, CO; 102 S. Tejon, Colorado Springs; and a respondent-determined location in Pueblo, CO.

It is the intent of the CCABC network to create a ring(s) in the Southeastern part of Colorado. This RFP requests that the fiber route(s) are present within the public right-of-way, enabling EAGLE-Net to furnish and install an equipment cabinet in the public right-of-way, install telecommunication equipment and construct lateral connections to CAIs in the future. New builds are also anticipated to connect the equipment cabinets to the respondent's fiber infrastructure; therefore, the respondents must allow their fiber infrastructure to accommodate splices from newly installed EAGLE-Net fiber optic cables via "ring cuts" or existing splice enclosures.

The CCABC network will be run on an open-access, non-discriminatory basis and will transport state and municipal government, non-profit, education, and to a lesser extent, some commercial traffic. EAGLE-Net therefore requires rights of use that do not restrict any lawful uses.

EAGLE-Net intends to acquire the fiber on an existing network through either a bill of sale or the traditional indefeasible rights of use ("IRU") process; however, G4S Technology and EAGLE-Net will consider other means by which an aggregate end-to-end solution for each of the desired routes could be proposed under a single contractual arrangement.

This RFP is not intended to limit a respondent's creativity in suggesting ideas to accomplish the goals of the CCABC project. All innovative ideas, new concepts, and partnership arrangements will be considered and welcomed. Please indicate any value-added arrangements, swap (dark fiber between the aforementioned endpoints for EAGLE-Net constructed plant) arrangements, special services, discounts, and/or terms and conditions that might suggest solutions to the needs of the project.

### 3.2 Preferred Routes

G4S Technology is seeking any available fiber route(s) in the proximity of the following areas and to connect to any number of the following six (6) locations: 1850 Pearl Street, Denver; 910 15<sup>th</sup> Street, Denver; 14200 East Jewell Avenue, Aurora; Aurora Junction near the vicinity of 6<sup>th</sup> and Gun Club Road, Aurora, CO; 102 S. Tejon, Colorado Springs; and a respondent-determined location in Pueblo, CO. The preferred network design is to deploy a single ring or multiple ring topologies instead of a hub-spoke topology; however, respondents are free to respond with any available topology.

Based on Community Anchor Institutions identified in the BTOP Grant, <http://www.co-eaglenet.net/CCAlist.aspx>, the following list indicates Potential/Preferred Routes:

- Along and/or in the proximity of the Route 94/40/287 corridor between Colorado Springs and Cheyenne Wells, CO (route and location to be suggested by respondent).
- Along and/or in the proximity of any public ROW corridor between any of the Denver / Aurora / Colorado Springs / Pueblo locations and Campo, CO (route and location to be suggested by respondent).
- Along and/or in the proximity of the Highway 287 corridor between Limon and Campo
- Along and/or in the proximity of the Route 50 corridor between Pueblo and Holly, CO (route and location to be suggested by respondent).
- Along and/or in the proximity of the Highway 385 corridor between Burlington and Cheyenne Wells.
- Along and/or in the proximity of the Route 96 corridor between Pueblo and Towner, CO (route and location to be suggested by respondent).
- Along and/or in the proximity of the Route 160 corridor between Trinidad and Springfield, CO (route and location to be suggested by respondent).
- Along any other routes in the Southeast area of the State that would best serve the Community Anchor Institutions identified in the BTOP Grant, <http://www.co-eaglenet.net/CCAlist.aspx>, (route and location to be suggested by respondent).

This RFP does not require respondents to have fiber routes along ALL of the above routes or into ALL of the Denver, Aurora, Colorado Springs, and Pueblo locations. EAGLE-Net intends to knit together a composite solution with multiple vendors. At its own discretion, G4S Technology

and EAGLE-Net may consider other routes or fiber meet locations that satisfy the requirements outlined in this RFP.

Respondents may propose one or more routes. For each proposed route, respondents may provide multiple alternatives so long as each alternative is described in sufficient detail that G4S Technology and/or EAGLE-Net may effectively understand the merits of each proposed option.

Respondents are encouraged to provide other topology suggestions based upon their existing infrastructure.

If a respondent plans to construct fiber facilities along any of the aforementioned routes and wishes to offer a fiber sale, long-term IRU, or any similar NTIA-approved capital purchase to EAGLE-Net Alliance, respondent can submit those planned routes under this RFP. In addition to the items requested in Section 4.5, please state the timeframe when the fiber facilities would be available and the conditions to be satisfied to enable the construction and completion of the fiber routes within the timeframe of the grant, which is prior to August 31, 2013.

### **3.3 Usage and Access Requirements**

#### **3.3.1 Open Fiber Interconnection Policy**

EAGLE-Net prefers that the respondents support “vendor neutral” or “open interconnection cross connect” requests within their facilities. It is possible that after the initial build, EAGLE-Net will require additional cross connects to EAGLE-Net-Owned Fiber or to alternate carriers. Respondents must describe any cross-connect policies.

#### **3.3.2 Meet-me Hole and Mid-Span Interconnection Splicing**

EAGLE-Net will require interconnection with the fiber facilities at manholes or mid-span splice locations. Respondents should detail policies and guidelines that document meet-me manhole and mid-span interconnection procedures for these activities.

### **3.4 Dark Fiber Performance**

EAGLE-Net prefers fiber routes that contain a homogenous fiber type throughout the respondent’s segment. Respondents should provide information on the age, type and performance of fiber they are proposing, including a description of dB loss.

### **3.5 Federal Grant Requirements**

Under the terms of the Federal Grant, any agreement entered into by EAGLE-Net must (i) permit the agreement to be assigned to the National Telecommunications and Information Administration (“NTIA”), if EAGLE-Net fails to act in accordance with the terms and conditions of the Federal Grant, and (ii) permit EAGLE-Net to grant to the NTIA a security interest or other equitable reversionary interest, as may be required by law. EAGLE-Net may be required by NTIA to perfect and place on record appropriate documentation of NTIA’s interest in accordance with applicable law and (iii) maintain non-discriminatory open access and open interconnection policies.

Proposals that do not allow EAGLE-Net to comply with the foregoing requirements may be disqualified.

EAGLE-Net seeks to pay for all costs (both non-operating expense portion and recurring annual operation and maintenance expenses) for the total term of any agreement(s) obtained through this RFP through a one-time payment where possible.

**3.6 Price Proposal**

Respondents are required to submit pricing to satisfy this RFP. Should respondents submit IRU pricing, EAGLE-Net’s preference will be for twenty (20) year IRUs, but will consider other terms based on the remaining useful life of the asset or other factors. EAGLE-Net is interested primarily in pricing with a one-time capital cost payment for the fiber and a one-time capital cost payment for operations and maintenance charges. In the event negotiations ensue with a respondent, EAGLE-Net and G4S Technology will negotiate the agreement(s) in accordance with NTIA requirements and federal guidelines.

Each respondent is required to complete the pricing matrix included as Attachment C to this RFP.

Respondent must offer pricing proposals for two (2) fiber strands with pricing options for two (2) additional fibers.

**4. SUBMISSION OF RESPONSES**

**4.1 Schedule**

(a) This RFP process will proceed according to the following anticipated schedule:

February 3, 2012	RFP Issued
February 10, 2012	5:00 p.m. Mountain time deadline for: a) all questions and clarification inquiries, submitted via e-mail to jenny.hamblin@usa.g4s.com and b) Mutual Confidentiality

	Agreement, if applicable
February 14, 2012	5:00 p.m. Mountain time deadline for all answers to respondent's questions. Mutual Confidentiality Agreement's fully executed and submitted to respondents.
February 24, 2012	Proposals due by 12:00 p.m. Mountain time

- (b) The responses will be evaluated pursuant to the evaluation criteria set forth in this RFP. Notification of selection or non-selection of all respondents who submitted conforming responses will be transmitted when the selection process is final.

## 4.2 Questions

Questions regarding this RFP, if any, should be submitted by electronic mail to jenny.hamblin@usa.g4s.com. All questions must be received by the deadline noted in Section 4.1(a). Please include the RFP number in the subject heading. It is the responsibility of the respondent to inquire about any requirement of this RFP that is not understood. Responses to all questions received will be distributed to all RFP recipients on or before the deadline noted in Section 4.1(a). G4S Technology and/or EAGLE-Net will not be bound by oral responses to inquiries or written responses other than those formally distributed.

## 4.3 Interviews & Selection of Finalists

As part of the selection process, EAGLE-Net and/or G4S Technology may invite finalists to answer questions regarding their proposal in person or in writing. EAGLE-Net and/or G4S Technology may also choose to enter into a negotiation period with one or more finalist respondents and then ask the finalist respondent(s) to submit a best and final offer along with a negotiated agreement.

## 4.4 Instructions for Submission of Responses

Respondents are cautioned to read carefully and conform to the requirements of this RFP.

All responses must be submitted in writing, including all required submissions. Should respondent submit hard copies of their response, then only one (1) copy is required.

Electronic mail submittals are acceptable. Should respondent submit their response via electronic mail, G4S Technology will "reply" with a confirmation receipt.

A G4S Technology Mutual Confidentiality Agreement is included as Attachment A. Should respondent desire to execute this Agreement prior to RFP submission response, please complete, sign and submit prior to the question deadline. G4S Technology will then execute

and furnish a fully executed Agreement prior to the response deadline noted in Section 4.1(a). For those respondents with existing executed G4S Technology Mutual Confidentiality Agreements, there is no need to execute another Confidentiality Agreement, as the executed Mutual Confidentiality Agreement covers all discussions between both parties for the entire EAGLE-Net project.

Proposals must be delivered to:

RFP No. 107057-12

CCABC Project

Jenny Hamblin

G4S Technology LLC

12742 East Caley Avenue, Unit 2B

Centennial, CO 80111

Email: jenny.hamblin@usa.g4s.com

#### **4.5 Information Required**

All responses must include all of the following information in the order set forth below, unless respondent has already furnished the information in response to a prior RFI/RFP:

##### **A. Company Information:**

1. **Company Overview:** A summary that describes respondent, including an overview of the company and its history;
2. **Company Qualifications:** Company qualifications that demonstrate experience with operating and maintaining fiber infrastructure along each of respondent's proposed routes; and a past performance record between the respondent and its customers that briefly details telecommunications services' up-time along each proposed route;
3. **Completed Response Cover Sheet (Exhibit B).**

##### **B. Proposed Routes and Specifications**

1. **Route Descriptions:** For each proposed route:
  - a. A description of the proposed route, including method of construction (aerial, underground conduit, direct bury, etc.);

- b. Respondent's right to control and use the facilities along the route;
  - c. Respondent's ownership/IRU/lease status of the fibers (if applicable) contained within the route;
  - d. Explanation of underlying land rights and restrictions, if applicable.
2. Route Maps: For each proposed route, a printed map showing route and interconnection information. Maps must be of sufficient detail to ascertain detailed locations of the infrastructure (public ROW along existing streets vs. private ROW).
3. Operational Description: For each route, a concise description including:
  - a. Steps that will be taken by the respondent to prepare the telecommunication plant for use (if applicable) such as testing, splicing, terminations, etc.;
  - b. Policies concerning cross-connection that are in force or proposed and a brief description of the demarcation point(s) of the respondents infrastructure at the interconnection points;
  - c. Earliest date by which each proposed route can be connected to the EAGLE-Net-Owned Fiber;
  - d. Other information necessary to enable G4S Technology to assess the merits of the routes.
4. Fiber Characteristics: For each route, a description of the fiber including:
  - a. year fiber was installed;
  - b. type (e.g., SMF-28, LEAF, etc.);
  - c. expected fiber characterization test results if one has ever been performed;
  - d. if the fiber route is made up of multiple types of fiber, the information above separately for each type of fiber;
  - e. span dB loss values (connector + intrinsic fiber + splices).
5. Splice Locations: For each route, policies around using or creating new splice locations.

C. Operations and Maintenance Practices: Description of Maintenance Practices: An overview of maintenance practices including:

1. Entity responsible for routine maintenance and inspection;
2. if applicable, fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring, and;

3. what service level agreement is included, and what alternative service levels may be available at additional cost.

D. Legal:

1. Form of IRU Agreement, Bill of Sale, or any other applicable Agreement: Submit a copy of the proposed form of Agreement with either included sections or separate attachments for service level agreement and maintenance practices; and,
2. Insolvency Protection: Respondent should describe how it protects long-term IRU holders with respect to maintenance of required facilities, including rights of way, in the event that respondent becomes bankrupt, sells or terminates its business, if such terms are not explicit in the proposed form of IRU.

E. Pricing:

A completed pricing matrix in the form of Attachment C to this RFP, which pricing matrix must include proposed one-time capital charges and one-time operations and maintenance charges (“O&M Charges”) for each proposed route based on EAGLE-Net’s preference for a 20-year term.

For each proposed route (diverse and/or non-diverse), respondent must offer pricing proposals for two fibers with an option to acquire two additional fibers. On the pricing matrix, respondent should include all operational, administrative, and maintenance costs for the proposal. All cost categories and costs must be disclosed in the pricing matrix. EAGLE-Net shall not agree to pay any costs not disclosed in the proposal.

## 5. EVALUATION PROCESS AND CRITERIA

G4S Technology will evaluate each response. Responses will be evaluated on many criteria deemed to be in EAGLE-Net’s best interest, including but not limited to, completeness of the solution, financial stability and viability, term, route(s), fiber conditions and characteristics, access policies, openness of cross-connect policy, interconnection procedures, delivery timeline, proposed contractual terms, service levels, cost, expandability/flexibility/scalability, and such other factors that G4S Technology and EAGLE-Net determine. The order of these factors does not denote relative importance.

G4S Technology and EAGLE-Net reserve the right to consider such other relevant factors as it deems appropriate in order to obtain the best value.

This RFP does not commit EAGLE-Net to select any firm, enter into any agreement, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. G4S Technology and/or EAGLE-Net reserves the right to accept or reject any or all submittals received, cancel or modify the RFP in part or in its entirety, or change the RFP guidelines, when

it is in the best interests of G4S Technology and/or EAGLE-Net to do so. G4S Technology reserves the right to request additional information from one or more respondents whose response best meet EAGLE-Net's needs and business objectives without requesting such information from all respondents.

The primary intention in issuing this RFP is to secure pricing for lease rights and/or ownership of fiber routes.

To the extent a respondent wishes to propose additive lit services, remote hands, equipment installation, equipment sales, etc., EAGLE-Net and/or G4S Technology will consider the benefit of those options; however, these proposals must be separate from the fiber solution, and any proposed services above and beyond fiber rights of use and/or ownership should be proposed in an a la carte manner.

## **6. OTHER PROVISIONS**

### **6.1 General Information**

(a) Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English. All responses must be submitted in accordance with the specific terms of this RFP. Respondents should note that the procedures for handling information deemed sensitive by respondent and submitted to G4S Technology are set forth in Attachment A: Mutual Confidentiality Agreement. Notwithstanding anything contained herein to the contrary, all respondents understand that EAGLE-Net is a governmental entity. Any confidential information provided in accordance with Attachment A shall be subject to the requirements of the Colorado Open Records Act.

(b) The Procurement Team Leader may provide reasonable accommodations, including the provision of material in an alternative format, for qualified respondents with disabilities or other hardships. Respondents requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Procurement Team Leader reserves the right to grant or reject any request for accommodations.

(c) The respondent may not alter the RFP or its components except for those portions intended to collect the respondent's response. Modifications to the body of this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited. Any modifications other than where the respondent is prompted for a response will disqualify the response.

(d) G4S Technology is relying on the truth and accuracy of statements made in respondent's submitted response. Should any statement asserted by respondent prove to be inaccurate or untrue, such inaccuracy or untruth shall constitute sufficient cause for rejection of the response and/or of any resulting IRU. The RFP evaluation committee will rule on any such matters and will determine appropriate action.

(e) If G4S Technology determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement will be distributed. The RFP evaluation committee reserves the right to amend the RFP at any time prior to the deadline for submission of responses.

(f) Submitted responses must be valid in all respects for a minimum period of one hundred ninety (90) days after the deadline for submission.

## **6.2 Waiver**

G4S Technology and EAGLE-Net reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to accept or reject any or all responses received, and/or to cancel all or part of this RFP at any time prior to awards.

## **6.3 Disclaimer**

This RFP does not commit EAGLE-Net to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. G4S Technology and/or EAGLE-Net reserves the right to accept or reject any or all responses received, negotiate with all qualified respondents, cancel or modify the RFP in part or in its entirety, or change the response guidelines, when it is in its best interests.

## **6.4 Changes/Amendments to RFP**

This RFP has been distributed electronically using EAGLE-Net's website and other electronic solicitation distribution websites. It is the responsibility of respondents to check these websites for any addenda or modifications to a RFP to which they intend to respond. G4S Technology and/or EAGLE-Net accept no liability and will provide no accommodation to respondents who submit a response based on an out-of-date RFP document.

**ATTACHMENT A**

**G4S TECHNOLOGY MUTUAL CONFIDENTIALITY AGREEMENT**



## **MUTUAL CONFIDENTIALITY AGREEMENT**

This Mutual Confidentiality Agreement, (“Agreement”) made this \_\_\_ day of \_\_\_\_\_ 2011 (“Effective Date”), is by and between G4S Technology LLC, a Delaware limited liability company with its principal place of business at 1200 Landmark Center, Suite 1300, Omaha, NE 68102 and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_.

### RECITALS

- A. The parties intend to discuss certain matters regarding potential business transactions.
  
- B. In connection with these discussions, certain confidential and proprietary information may be disclosed by a party (such party a “Disclosing Party”) to the other party (such party a “Receiving Party”).
  
- C. The parties desire to establish the terms under which each will disclose certain confidential and proprietary information.

### AGREEMENT

The parties, therefore, agree as follows:

1. Confidential Information. Confidential Information shall mean:

- a. any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, products, planning information, marketing strategies, plans, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of either party or any of their subsidiaries and affiliated companies and the customers, clients, and suppliers of any of the foregoing, and such of the foregoing information Disclosing Party has received from others and which Discloser is obligated to treat as confidential or proprietary;
- b. any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords either party a competitive advantage over its competitors; and
- c. all confidential or proprietary concepts, documentation, reports, data specification, computer software, source code, object code, flow charts, databases, inventions, information, know-how, show-how, and trade secrets, whether or not patentable or copyrightable.

Confidential Information includes, without limitation, all user manuals, documents, inventions, substances, engineering and laboratory notebooks, drawings, diagrams, computer programs and data, specifications, bills of material, equipment, prototypes and models, and any other tangible manifestation (including data in computer or other digital format) of the foregoing which now exist or come into the control or possession of either of the parties.

2. Confidentiality Obligations. Except as expressly authorized by prior written consent of the Disclosing Party, the Receiving Party shall:
  - a. limit access to any Confidential Information received by it to persons who have a need-to-know in connection with the evaluation of potential business transactions, and only for use in connection therewith; and
  - b. advise any persons having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Confidentiality Agreement; and
  - c. take appropriate action by instruction or agreement with any persons having access to the Confidential Information to fulfill their obligations under this Confidentiality Agreement; and

- d. safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material; and
- e. use all Confidential Information received by it solely for purposes of evaluating the potential business transactions and for no other purpose whatsoever; and
- f. not disclose, divulge, communicate and/or identify any Confidential Information received by it to third parties; and
- g. not disclose the existence of the discussions to any third party; and
- h. not copy or reproduce any Confidential Information or distribute any Confidential Information to any third parties; and
- i. be responsible for any breach of the terms hereunder by the Receiving Party or any person who receives any Confidential Information from the Receiving Party.

Upon the request of the Disclosing Party, the Receiving Party shall (i) surrender to the Disclosing Party all memoranda, notes, records, drawings, manuals, and other documents or materials (and all copies of same) pertaining to or including the Confidential Information of the Disclosing Party, and (ii) destroy all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of same including "copies" that have been converted to computerized media in the form of image, data or word processing files) prepared by the Receiving Party or any person who received any Confidential Information from the Receiving Party based on any information in the Confidential Information. Upon the return and destruction of such materials, and upon written request of the Disclosing Party the Receiving Party agrees to certify, in writing, that all of the foregoing materials have been surrendered to the Disclosing Party.

- 3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use in Section 2 shall not apply to any Confidential Information that:

- a. was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the Receiving Party; or
  - b. was lawfully received by the Receiving Party from a third party free of any obligation of confidence to such third party; or
  - c. was already in the lawful possession of the Receiving Party prior to receipt thereof, directly or indirectly, from the Disclosing Party; or
  - d. is required to be disclosed in a judicial or administrative proceeding, or as otherwise required to be disclosed by law, after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the Disclosing Party as much advance notice of the possibility of such disclosure as practical so the Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
  - e. is subsequently and independently developed by employees, consultants or agents of the Receiving Party without reference to the Confidential Information disclosed under this Agreement.
4. Rights in Confidential Information. This Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the Receiving Party. No license is hereby granted to the Receiving Party, by estoppel or otherwise under any patent, trademark copyright, trade secret or other proprietary rights of the Disclosing Party. Title to the Confidential Information shall remain solely in the Disclosing Party.
5. Enforcement and Equitable Relief. If either party violates this Agreement, then the other party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages for breach of this Agreement, or to obtain equitable relief to enforce its rights hereunder. The parties agree that money damages may not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, each party agrees that in an action for equitable remedies under this Agreement, the Disclosing Party shall not be required to prove the inadequacy or insufficiency of monetary damages as a

remedy. Each party further agrees to waive any requirement for a bond in connection with any such injunctive or other equitable relief.

6. Relationship; No Warranty. This Agreement does not create a joint venture or partnership between the parties, and neither party is obligated to enter into any further contract or business relationship with the other. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding the accuracy or performance of any disclosed Confidential Information. Disclosing Party shall not be liable in any way whatsoever for Receiving Party's reliance on information disclosed.
7. Terms. The obligations of the Receiving Party with respect to Confidential Information under this Agreement shall continue in full force and effect for a period of two (2) years following the termination of this Agreement. Unless terminated earlier by written notice, this Agreement shall remain in force for two (2) years from the date first written above.
8. Electronic Signature. This Agreement may be executed in duplicate with each party signing one original and providing a facsimile (fax), scanned (e.g., PDF) or other digitized, electronic copy of the signature page to the other party. The parties agree that the digitized, electronic signature shall be treated as if it were an original signature and neither party shall contest the validity of this Agreement based on the use of electronic signatures.
9. General. This Agreement, its validity, construction and effect will be governed by the laws of the State of Nebraska, excluding its conflicts of law rules. This Agreement supersedes any and all prior or contemporaneous understandings and agreements between the parties with respect to the subject matter of this Agreement and is the complete and exclusive statement thereof. This Agreement can only be modified by a written amendment executed by the parties. Failure or delay of either party to insist on strict performance or exercise of rights shall not be construed or deemed as a waiver of such rights. Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which may be withheld in such party's sole discretion. Subject to the foregoing restriction, this Agreement shall be binding upon each party and its successors and permitted assigns and shall inure to the benefit of each party and its successors and permitted assigns. All

rights and obligations set forth herein, which by their nature should, or as expressly stated do, survive expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Mutual Confidentiality Agreement as of the Effective Date.

**G4S TECHNOLOGY LLC**

**Respondent**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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**ATTACHMENT B**

**RESPONSE COVER SHEET AND RESPONDENT'S SIGNATURE AND ACCEPTANCE  
FORM**

Name of Respondent: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Web address: \_\_\_\_\_

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

Primary Contact E-mail: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Authorized Signatory E-mail address: \_\_\_\_\_

**ATTACHMENT C**

**PRICING MATRIX**

**Respondent to only complete the applicable pricing matrix (ces) that applies to the route proposed. All respondents must complete positive response information found on page 28.**

Pricing for Fiber Purchase / IRU

- Route 94/40/287 Corridor between Colorado Springs and Cheyenne Wells, CO and Julesburg

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for Fiber Purchase / IRU

- Any public ROW between the Denver / Aurora / Colorado Springs / Pueblo locations and Campo

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for Fiber Purchase / IRU

- Highway 287 Corridor between Limon and Campo

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for Fiber Purchase / IRU

- Route 50 Corridor between Pueblo and Holly

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for Fiber Purchase / IRU

- Highway 385 Corridor between Burlington and Cheyenne Wells

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for Fiber Purchase / IRU

- Route 96 Corridor between Pueblo and Towner

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for Fiber Purchase / IRU

- Route 160 Corridor between Trinidad and Springfield, CO

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for Fiber Purchase / IRU

- Any other route in the Southeast area of the State that would best serve the Community Anchor Institutions identified in the BTOP Grant

Route Miles: \_\_\_\_\_(enter route miles)

General description of Route proposed:\_\_\_\_\_

<b>Description</b>	<b>Term</b>	<b>Amount*</b>	<b>Notes/comments</b>
Fiber Purchase / Dark Fiber IRU, 2 fibers	20 years		
Operation & Maintenance, 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL for 2 fibers</b>			
Fiber Purchase / Dark Fiber IRU, Option for additional dark fibers, priced per 2 fibers	20 years		
Operation & Maintenance, Option for additional dark fibers, priced per 2 fibers	20 years		
Other cost items (if applicable)	20 years		
<b>TOTAL above option</b>			

\*Amounts must be proposed as a one-time, upfront payment for the entire 20-year term.

Pricing for fiber purchase or other NTIA-approved capital purchase (for any of the above routes)

Specify pricing based on above completed route mileage:

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Please provide responses to the following questions:

1. Indicate if the proposed solution would allow EAGLE-Net to meet the NTIA requirements detailed in Section 3.5 of the RFP including assignment of the agreement to the NTIA if EAGLE-Net fails to act in accordance with the terms and conditions of the Federal Grant, provision of a security interest or other equitable reversionary interest to the NTIA (the NTIA requires a first position security interest), and allowing EAGLE-Net to maintain non-discriminatory open access and open interconnection policies during the term of the agreement.
2. For proposed solutions that are not fiber purchases or dark fiber IRU's, indicate if a similar proposed solution has been awarded to any other NTIA BTOP Grant Recipient. If so, provide the contract terms and conditions associated with the award.
3. Please confirm any resulting agreement will allow EAGLE-Net to meet its Nondiscrimination and Interconnection practice ([www.co-eaglenet.net/support](http://www.co-eaglenet.net/support)) and NTIA requirements detailed in Section 3.1 of the RFP allowing EAGLE-Net to provide connections that adhere to the Nondiscrimination and Interconnection Policies contained in the FCC's Internet Policy Statement (FCC 05-151, adopted August 5, 2005) during the term of the agreement.
4. Indicate if the proposed solution places restrictions to any of the lawful uses of the network by EAGLE-Net detailed in Section 3.1 of the RFP including, but not limited to, transport of state and municipal government, non-profit, education, and to a lesser extent, some commercial traffic.