

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Zayo Group, LLC (the "**Winning Supplier**"), and Equalis Group ("**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## 1. RECITALS

**A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

**B.** Equalis Group is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

**C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

**D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

**E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.

**F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

**G.** CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for internet services and related infrastructure solutions and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

**H.** CCOG and Equalis Group agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## 2. TERMS & CONDITIONS

**2.1. Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

**2.2. Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis and/or Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services pursuant to this Master Agreement, in the form similarly reflected in Exhibit A, attached hereto (“**Customer Agreement**”). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant entering the Customer Agreement and Winning Supplier. Neither CCOG, Equalis Group, its agents, and employees shall be made party to, or subject to the rights or obligations of such Customer Agreement exclusively between Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, and employees shall be made party to any claim for breach of Customer Agreements.

### 2.3. Pricing

**a. Not-To-Exceed Pricing.** All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list. Members understand that pricing listed in Exhibit A is not inclusive of applicable surcharges and fees which could pose changes annually.

**b. Pricing Adjustments.** No price increases are permitted to the pricing provided in Exhibit A within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. Except for applicable fees and surcharges, individual services price increases must be supported by manufacturer documentation, or a formal cost justification letter. In instances of an increase in price, Winning Supplier must honor current pricing for thirty (30) days after approval of new pricing and written notification from Equalis Group.

It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

**c. Rate Prices.** The rate prices to be charged to and paid by Program Participants for Products & Services are set forth in the contract price list attached as Exhibit A. Rates provided in Exhibit A are not inclusive of any additional taxes, fees, and surcharges.

**2.4. The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the

Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.” The initial term and any renewal terms associated with the Products & Services provided to Program Participants shall be set forth in the Customer Agreement and, notwithstanding this Section 2.4 to the contrary, if and to the extent and Products & Services extend beyond expiration of this Master Agreement, such Products & Services shall continue to be governed by the Customer Agreement and this Master Agreement.

## **2.5. Formation of Contract**

a. **Respondent Contract Documents.** CCOG and Equalis Group will review proposed Respondent contract documents. Respondent’s contract document shall not become part of CCOG and Equalis Groups’ contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier’s proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier’s complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis Group may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent’s proposal and all attachments thereto.

## **2.6. Confidentiality.**

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents (“**Indemnified Parties**”) against all claims, damages, losses and expenses (“**Claims**”) arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants (“**Losses**”). For Clarity, indemnification between Winning Supplier and Program Participants shall be covered in the Customer Agreements.

**2.8. Liability:** Equalis shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of the Winning Supplier, CCOG, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products and Services made by CCOG or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products and Services; and (iii) obligated by, liable for, or in any way responsible for any failure by CCOG or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products and Services under the Master Agreement.

**2.9. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier’s performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier’s provision of Products & Services to Program Participants. CCOG, Equalis Group, and their

respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis Group within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.10. Termination Rights.** The Parties shall have the termination rights set forth below.

**a. Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

**b. Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

**c. Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

**2.11. Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall terminate upon the Customer Agreement's current date of expiration. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis Group shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**2.12. Audit of Winning Supplier.** CCOG and Equalis Group, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**2.13. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected

Party (“**Event of Force Majeure**”). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis Group and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.14. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

**a. Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier’s proposal.

i. If to **CCOG**:

The Cooperative Council of  
Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

ii. If to **EQUALIS GROUP**:

Equalis Group, LLC.  
Attn: Eric Merkle, EVP  
5540 Granite Parkway,  
Suite 200  
Plano, Texas 75024

**2.15. Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**2.16. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney’s fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**2.17. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**2.18. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**2.19. Nondiscrimination & Intimidation.**

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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Proposal Prepared for:

# THE COOPERATIVE COUNCIL OF GOVERNMENTS ON BEHALF OF EQUALIS GROUP

## Internet Services and Related Infrastructure Solutions

### RFP #: COG-2161

Submitted by: Zayo Group, LLC

Name: Nick Topper

Title: Sr. Account Manager

Phone: 404.477.6878

Email: [nick.topper@zayo.com](mailto:nick.topper@zayo.com)



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## Proposal Form 1: Technical Proposal

### Appendices

- Appendix A - Financial Overview
- Appendix B - Zayo Master Customer Agreement

# PROPOSAL FORM 1: TECHNICAL PROPOSAL

## 1. OVERVIEW & QUALIFICATIONS

### 1.1. Company Information

<b>1.1.1. Company Name:</b>	Zayo Group, LLC	
<b>1.1.2. Corporate Street Address:</b>	1821 30th Street, Unit A Boulder, CO 80301	
<b>1.1.3. Website:</b>	<a href="http://zayo.com">zayo.com</a>	
<b>1.1.4. Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	2007  Zayo has operated under its present business name since its founding in 2007.	
<b>1.1.5. Primary Point of Contact.</b> Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Nick Topper
	Title:	Sr. Account Manager
	Phone:	404.477.6878
	E-Mail Address:	<a href="mailto:nick.topper@zayo.com">nick.topper@zayo.com</a>
<b>1.1.6. Authorized Representative.</b> Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Name:	Jason Taylor
	Title:	VP, Sales
	Phone:	469.964.0956
	E-Mail Address:	<a href="mailto:jason.taylor@zayo.com">jason.taylor@zayo.com</a>

### 1.2. Financial Strength & Legal Considerations

<b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements,	Zayo was founded in 2007 in order to take advantage of the favorable Internet, data, and wireless growth trends driving the demand for bandwidth infrastructure, colocation and connectivity services. To address the demand, Zayo assembled a large portfolio of fiber networks and assets through both acquisitions
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<p>SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters.</p> <p><b>Note:</b> If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, Respondents may mark the information as a “Trade Secret” and the response will be redacted from any future use of the RFP response.</p>	<p>and customer demand driven investments in property and equipment.</p> <p>From its inception to date, Zayo has acquired 48 companies, demonstrating continuous revenue growth and further strengthening our position and expertise within the industry. As the largest independent fiber provider in North America, Zayo has the networking experience, financial means, and nationwide presence required to support Equalis Group Members.</p> <p>In 2020, Zayo was purchased by two private equity firms who share the vision that Zayo’s fiber fuels global innovation. Both firms are uniquely positioned to support Zayo in growing the business. As experienced global investors in the communications infrastructure space, they appreciate Zayo’s extraordinary fiber infrastructure and data center assets, its highly talented team and strong customer base. As a result, Zayo, as a private company, is no longer required to report financials publicly. To demonstrate Zayo’s financial strength and stability, please see Appendix A - Financial Overview which provides a preview of Zayo’s 2020 financials as a public company.</p> <p>Zayo continues to demonstrate financial strength. Over the last 5 years, Zayo has placed great emphasis on positive organic growth through calibrated risk-taking. More recently, Zayo’s focus has been on accelerating profitability as it relates to network investments and enhanced service excellence. In 2024, 45% of our total investment was dedicated to network infrastructure and the remaining 54% was focused on service excellence. As an example, Zayo added approximately 700K of new fiber miles across North America and 14 new 400G enabled routes. Zayo has the appetite and financial means to continue to strategically invest in the expansion of our network and increase our global presence.</p>
<p><b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>N/A. Zayo has not undergone bankruptcy or insolvency.</p>
<p><b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Zayo Group (“Company”) is subject to private lawsuits, administrative proceedings and claims that arise in the Company’s ordinary course of business. A number of these lawsuits, proceedings and claims may exist at any given time. While the resolution of a lawsuit, proceeding or claim may have an impact on the Company’s financial results for the period in which it is resolved, litigation is inherently unpredictable. None of these matters arising in the ordinary course of business are expected to have a material adverse effect on the Company’s financial condition, results of operations or overall liquidity, or most importantly, the ability to serve its customers.</p> <p>In addition, the Company is a defendant from time to time in matters including disputes with vendors, taxing authorities, customers, and current and former employees which are not</p>

	expected to have a material adverse effect on the Company's financial condition, results of operations, overall liquidity, or most importantly, the ability to serve its customers.
<b>1.3. Industry Qualifications</b>	
<p>1.3.1. <b>Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Zayo is a global service provider of Communications Infrastructure. Zayo provides fiber and bandwidth connectivity, colocation and cloud infrastructure to the world's leading businesses, including wireless and wireline carriers, media and content companies, finance, education, government, healthcare and other large enterprises.</p> <p>Zayo has more than 18 million fiber miles with extensive metro connectivity to thousands of buildings and datacenters. Zayo's communications infrastructure solutions include dark fiber, private data networks, wavelengths, Ethernet, dedicated internet access and datacenter connectivity solutions. Zayo owns and operates a Tier 1 IP backbone and through its CloudLink service, provides low-latency private connectivity that attaches enterprises to their public cloud environments.</p> <p>Zayo has placed great emphasis on its ability to support the public sector. In fact, Zayo has created a global vertical that provides dedicated support and is specifically focused on serving the public sector. As the largest independent fiber provider in North America, the Zayo network can help streamline and modernize public sector agencies. Further, Zayo's involvement in programs aimed at creating and promoting digital equity demonstrates its commitment to supporting the public sector.</p> <p>Zayo is uniquely positioned to provide public sector entities with high-quality services and exceptional customer care. With the goal of improving citizen experiences, Zayo's future-ready network infrastructure provides scalable, reliable connectivity to support mission-critical operations with unmatched security and resilience.</p>
<p>1.3.2. <b>Product or Service Authorization.</b> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>Zayo is best described as a service provider of Communications Infrastructure. For the purpose of this RFP, Zayo is solely authorized to sell the services to Equalis Group Members at the price points disclosed in this proposal.</p>
<p>1.3.3. <b>Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should</p>	<p>Zayo's sales strategy to "sell to, sell through and sell with" provides tremendous flexibility when demonstrating Zayo's networking capabilities and products/services offerings. Regardless of the sales approach taken, Zayo customers experience industry expertise, a future-ready network and tailored connectivity solutions to help enable and achieve their business goals.</p>

<p>include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Respondents intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></b></p>	<p>Zayo partners with a diverse network of master agents and sub-agents that design, market, and sell its solutions across the globe, however, Zayo will serve as the single point of sale to Equalis Group Members.</p> <p>Zayo recognizes and appreciates the value of working directly with Equalis Group through CCOG and potentially leveraging the contracts that Equalis Group has with other government agencies.</p>
<p>1.3.4. <b>Network Relationship.</b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Zayo is a service provider. Zayo has created a price catalog that contains an array of telecommunications and network solutions that can be offered to Equalis Group Members at a standard rate. Equalis Group Members will select the service, required bandwidth and term to determine the applicable monthly rate. Once a selection is made, the request will follow Zayo's standard ordering and implementation process.</p> <p>As the largest independent fiber network provider in North America, Zayo owns and operates its network and the services and solutions that run atop the fiber. Since these services rely on the Zayo network for connectivity, there is no dependency on 3rd party vendors to have the services implemented. Additionally, pricing is typically lower, service options are enhanced and installation is faster for services that are on Zayo's network.</p>
<p>1.3.5. <b>Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Zayo was founded in 2007 in order to take advantage of the favorable Internet, data, and wireless growth trends driving the demand for bandwidth infrastructure, colocation and connectivity services. These trends have continued in the years since its founding, despite volatile economic conditions, and Zayo continues to be well-positioned to continue to capitalize on those trends. To address the demand, Zayo has assembled a large portfolio of fiber networks and colocation assets through both acquisitions and customer demand driven investments in property and equipment.</p> <p>Zayo has grown to be a leading provider of infrastructure, with dense, high-quality networks in and connecting every major market in North America and much of western Europe. Zayo's fiber optic network infrastructure consists of more than 18 million fiber miles and 145,000 route miles, globally. By leveraging Zayo's future ready network, Equalis Group Members will experience the highest level of availability and</p>

	<p>reliability to support mission-critical business functions required by its users.</p> <p>Zayo's response to this RFP will include pricing for the following products:</p> <ul style="list-style-type: none"> <li>• Dedicated Internet Access (DIA)</li> <li>• Point-to-Point Ethernet</li> <li>• Metro Dark Fiber</li> <li>• Wavelength (Metro and Long Haul)</li> <li>• IPVPN</li> <li>• CloudLink</li> <li>• Advanced DDoS Protection</li> </ul> <p>Although this RFP response focuses on the abovementioned products, Zayo capabilities and expertise extends to Managed Edge and Managed Communications solutions. Zayo's Managed Services product details can be found in Section 2.1.3.</p> <p>As a private organization, Zayo does not publicly disclose its financial results or its percentage of revenue generated from its products and services. Zayo continues to invest in its network infrastructure and expand through acquisitions, which is a testament of the company's financial strength and stability. Please see Appendix A - Financial Overview for a preview of Zayo's 2020 financials as a public company.</p>
<p>1.3.6. <b>Geographic Reach.</b> Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Zayo has grown to be a leading provider of infrastructure, with dense, high-quality networks in and connecting every major market in North America and much of western Europe. Additionally, Zayo manages and supports services globally through telecommunications partners.</p> <p>Zayo has extensive high-performance fiber networks and infrastructure in most US markets. Within the US, Zayo delivers and supports an array of telecommunications and network solutions that run atop its fiber. See Section 1.3.5 for Zayo's list of services/products. Zayo intends to offer services nationwide, if awarded.</p>
<p>1.3.7. <b>Socio-economically Disadvantaged Business Engagement.</b> Does bidder commit to take all affirmative steps set forth in <a href="#">2 CFR 200.321</a> to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Zayo is an active participant in the U.S. Small Business Association (SBA) subcontractor program. As such, Zayo solicits new business from historically under-utilized business enterprises, underprivileged and diversity-owned small businesses including Minority, Women and Disabled-Owned Businesses. Zayo welcomes the opportunity to work with its customers to contract for services from firms who certify as eligible under the Small Business program.</p>
<p>1.3.8. <b>Certifications and Licenses.</b> Provide a detailed explanation</p>	<p>In general, there are no applicable certificates or licenses relevant for this solicitation. With the exception of the Metro Ethernet Forum (MEF), there are no certifications related to the</p>



<p>outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b></p>	<p>products referenced in this RFP. Zayo's Ethernet network and products are MEF 2.0 certified and our Ethernet protocol is compliant to IEEE 802.3.</p> <p>Zayo has all of the necessary licensing required to <i>provide</i> these products and reviews them regularly to ensure compliance with all industry standards and regulatory requirements.</p>
<b>1.4. Public Sector Experience</b>	
<p><b>1.4.1. Federally Funded Projects.</b></p> <p>Provide a description of your experience working on projects in which federal funds are used by public agencies to purchase your Products &amp; Services. This may include, but is not limited to projects related to the Broadband Infrastructure Program ("<b>BIP</b>"), Broadband Equity, Access, and Deployment ("<b>BEAD</b>") Program, or any other funding source in support of internet access and communication.</p>	<p>Zayo is dedicated to helping communities thrive by securing essential government funding. Zayo's involvement in government programs such as the Broadband and Cellular Expansion, Broadband Equity, Access, and Deployment (BEAD), and the National Telecommunications and Information Administration (NTIA) aims to bridge the digital gap of unequal access for individuals living in underserved areas.</p> <p>For carriers, this means it will be more cost-effective to extend their last-mile connections into previously under-connected communities, addressing the most common barrier to entry. These connections are critical in getting faster, better-performing, cost-optimized Internet connectivity to under-connected homes and businesses.</p> <p>The middle mile, which connects local networks to the Internet backbone, is the 'missing piece' in remote and rural connectivity. Last-mile connectivity is only as good as the middle-mile connectivity behind it. In other words, if last-mile fiber is connected to copper middle-mile infrastructure, customers will still experience latency and packet loss.</p> <p>Zayo's Digital Equity Access Network (DEAN) is the architecture that gives ISPs a plug-and-play way to connect to Zayo's middle mile networks and plus pre-provisioned, dedicated fiber backhaul. This lowers the cost for ISPs to build out desperately needed middle mile networks.</p> <p>When it comes to connecting the under-connected, much of the focus has traditionally been on building out the last mile. While that's still important, the middle mile represents a compelling opportunity for carriers to scale their network further and faster while providing reliable, cost-effective, high-speed bandwidth for their customers.</p> <p>Zayo is actively bridging connectivity gaps and transforming digital landscapes. Example of Zayo's involvement in the</p>

	<p>following government funded projects to reduce digital inequity include:</p> <p><b><i>Broadband and Cellular Expansion Program</i></b></p> <p>This project is intended to address broadband gaps in Northern Ontario, Canada by increasing connectivity for unserved or underserved areas. The Ontario government is investing \$10.9 million to bring faster broadband to several towns and First Nation communities across Northern Ontario. Zayo will utilize existing fiber infrastructure to provide fiber backhaul access to local ISPs. Implementation is expected to be complete by December 2025.</p> <p><b><i>National Telecommunications and Information Administration (NTIA)</i></b></p> <p>In June 2024, the NTIA approved nearly \$1 billion for 35 middle-mile projects across 350 counties, funding 12,000 miles of fiber-optic cable that would supplement the BEAD Program. As the only national provider, Zayo was granted over \$300 million in middle-mile government grants to help fund the construction of critical middle-mile network infrastructure to connect unserved and underserved areas.</p> <p><b>Government Funding Summary:</b></p> <ul style="list-style-type: none"> <li>• \$92.9 million from NTIA grants for three routes across 8 states and 43 cities—encompassing more than 2,100 route miles.</li> <li>• \$153 million funded by NTIA and state treasury funds by the state of Nevada to construct two long-haul dark fiber routes along Interstate 80 and across Interstate 15 and U.S. Route 93.</li> <li>• \$29 million in Clark County, Nevada from the American Rescue Plan Act (ARPA) to provide enterprise-grade network to state facilities spanning 227 sites.</li> <li>• \$27.8 million funded by Dallas County, Texas from the American Rescue Plan Act (ARPA) to develop 30 miles of new middle mile fiber network.</li> </ul> <p>Zayo is deeply committed to supporting opportunities for connectivity for all. Our 107,000 U.S. route miles provide critical connectivity in rural and metro areas across 48 states. We have significant regional knowledge, having built and operated similar major networks throughout the State of Texas and the United States. Zayo is at the forefront of expanding connectivity and proud to be taking decisive steps to close the digital divide and bring robust connectivity to underserved communities.</p>
<p>1.4.2. <b><i>Public Sector Cooperative Contracts.</i></b> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue</p>	<p>Zayo does not currently hold any public sector cooperative contracts.</p>



<p>through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	
<p>1.4.3. <b>Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>	<p>As a private organization, Zayo is not required to disclose the total dollar amount or percentage of its annual revenue generated by sales to educational institutions.</p> <p>In 2022, Zayo acquired Education Networks of America (ENA), a top-five E-rate service provider involved with the E-rate program since its inception in 1996. As a result, Zayo has acquired over 25 years of experience serving educational institutions with nationwide education network solutions. Zayo is uniquely positioned to deliver enhanced, secure network services to E-rate funded school districts, healthcare, and other public sector customers through high-quality managed services and extraordinary customer care. Zayo leverages this skillset to offer comprehensive end-to-end communications services to all of its educational institution clients.</p>
<p>1.4.4. <b>Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>As a private organization, Zayo is not required to disclose the total dollar amount or percentage of its annual revenue generated by sales to local governments,</p> <p>Zayo has more than 15 years of experience working with federal, state, and local government agencies and system integrators, Zayo's extensive network and portfolio of services deliver proven solutions that governments can rely on. With government agencies being challenged to modernize their infrastructure and adopt new technologies, Zayo can leverage its expertise to help secure and protect their data in the most resilient way possible.</p> <p>Zayo is a trusted partner for government organizations around the world:</p> <ul style="list-style-type: none"> <li>• Zayo provides service to 32 on-net Department of Defense facilities</li> <li>• Zayo connects directly to 40 Health and Human Services facilities</li> <li>• Zayo serves 2 of the top 3 major Federal Science Agencies</li> </ul> <p>Zayo is the easiest network modernization partner for state and local governments to work with. Our middle-mile solutions simplify complex projects, ensure reliable, accessible Internet for all.</p> <p>Zayo holds a GSA IT Schedule 70 contract (Contract Number: GS35F070CA), which allows participating SLED agencies to streamline their procurement process and access Zayo's wide</p>

	<p>range of telecommunications and network solutions efficiently and cost-effectively.</p> <p>Additionally, Zayo has extensive experience leveraging state and local funding to build digital equity. As mentioned above, Zayo was the only national provider to be awarded funding from the latest round of National Telecommunications and Information Administration (NTIA) grants, securing \$92.9 million from the NTIA Middle Mile Grant Program for critical infrastructure projects in underserved communities across eight states.</p>
<p><b>1.4.5. Customer References.</b></p> <p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ol style="list-style-type: none"> <li>Customer contact person and their title, telephone number, and email address;</li> <li>A brief description of the products and services provided by your company;</li> <li>Customer relationship starting and ending dates; and,</li> <li>Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ol>	<p><b>Gwinnett County Public Schools;</b></p> <p>Name: Shaun Miles  Title: Director, Enterprise Infrastructure &amp; Network Services  Phone: (678) 301-6557  Email: <a href="mailto:shaun.miles@gcpsk12.org">shaun.miles@gcpsk12.org</a>  Services: Zayo provides 40G DIA, 100G PDN, Cloudlink &amp; Waves  Start Date: September 2021 - Present</p> <p><b>Pinal County School Office of Education Service Agency</b></p> <p>Name: Peter Lin  Title: Superintendent of Technology Associate  Phone: (520) 701-4793  Email: <a href="mailto:peter.lin@pinal.gov">peter.lin@pinal.gov</a>  Services: Zayo Provides 100G DIA, 10G/100G PDN, CloudLink, DDoS services. Zayo constructed over 320 miles of new fiber connectivity for Pinal County ESA.  Start Date: July 2019 - Present</p> <p><b>Prince George County Public Schools</b></p> <p>Name: Robin Evans  Title: Telecommunications System Support Specialist  Phone: (301) 925-2890  Email: <a href="mailto:revans@pgcps.org">revans@pgcps.org</a>  Zayo/ENA provides WAN, Internet Access, and UCC solutions to Prince George County Public Schools  Start Date: July 2017 - Present  **Please notify Zayo prior to reaching out to this customer**</p> <p><b>Baltimore City Public Schools</b></p> <p>Name: Elvis Teah, Director  Title: IT Infrastructure Services  Phone: (443) 984-1183  Email: <a href="mailto:ekteah@bcps.k12.md.us">ekteah@bcps.k12.md.us</a>  Services: Zayo/ENA provides WAN, Internet Access, DF, and DDoS Mitigation services for Baltimore City Schools  Start Date: July 2019 - Present  **Please notify Zayo prior to reaching out to this customer**</p>

	<p><b>California Department of Technology</b></p> <p>Name: Yonnie Langham</p> <p>Title: Director</p> <p>Phone: 916-857-9815</p> <p>Email: <a href="mailto:Yonnie.langham@state.ca.gov">Yonnie.langham@state.ca.gov</a></p> <p>Services: Zayo is one of several providers awarded under the CALNET DNCS contract, providing DIA, DDoS, Ethernet, Wave, IPVPN and dark fiber services for CA state agencies.</p> <p>Project Start Date: April 2020 to April 2025</p>
<h2>2. <u>PRODUCTS &amp; SERVICES</u></h2>	
<h3>2.1. PRODUCTS &amp; SERVICES</h3>	
<p><b>2.1.1. Internet Product &amp; Service Offering Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to different types of internet service options, network equipment, differentiators, infrastructure and networking capabilities, competitive advantages, warranty information, implementation, related services, or any other piece of information that would help understand the breadth and depth of the product and service offering in your proposal.</p> <p><b><u>IMPORTANT.</u></b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Zayo operates a global Tier-1 IP network that provides connectivity to the Internet over Zayo-owned fiber infrastructure in North America and Europe, and through leased network infrastructure in Asia and South America. Zayo’s primary Autonomous System, AS6461, has 40Tb+ of peering capacity allowing for an exchange of up to 40Tbps of traffic with peers across North America, Europe, and Asia. Zayo customers connect to this network via 51,000 Zayo on-net locations. Measured in terms of the volume of Internet traffic exchanged on the network, Zayo ranks as one of the top 10 global Internet Service Providers.</p> <p><b>Key Features of Zayo IP Services</b></p> <p><b>Superior IP Performance</b></p> <ul style="list-style-type: none"> <li>• Over 375 global IP POPs including Data Centers in major markets</li> <li>• Over 40Tb of peering capacity and growing</li> <li>• Globally distributed peering and edge connections reduce latency and ensure resilient outage absorption.</li> <li>• Robust fault detection and automatic rerouting</li> <li>• Lowest latency from extensive peering – all Tier-1 carriers are a single IP hop away.</li> <li>• Low latency is also achieved by having multiple fiber routes between Zayo POPs ensuring each packet takes the shortest path toward its destination.</li> <li>• Zayo-owned long haul and metropolitan fiber infrastructure provides dedicated, high speed and always-on Internet connectivity.</li> <li>• Zayo proactively augments capacity on our IP core and peering infrastructure when utilization approaches 50%, virtually eliminating network congestion and ensuring failover protection.</li> <li>• IPv4 and IPv4/IPv6 dual stack enabled</li> <li>• Domain Name Service (DNS)</li> </ul>

	<ul style="list-style-type: none"> <li>• Border Gateway Protocol (BGP) failover enablement option</li> <li>• Resource Public Key Infrastructure (RPKI) routing origin authentication and Two Factor Authentication (2FA) BGP are options available to improve our customers' security profiles.</li> </ul> <p><b>Scalability &amp; Reach</b></p> <ul style="list-style-type: none"> <li>• DIA and IP Transit services are symmetrical Internet connections delivered on dedicated links to Zayo PE routers. No consolidation of traffic or overbooking occurs on these links.</li> <li>• Zayo's network offers scalable bandwidth – up to 100G customer ports and Nx100G aggregated ports to support your growth.</li> <li>• Flexible ports to easily add bandwidth. For example: a customer can order DIA service delivered on a GigE access but subscribe initially to 100M service. This service can be easily upgraded to 1G through a soft change.</li> <li>• Burstable bandwidth options.</li> <li>• Aggregate DIA across multiple locations: an alternate burstable service billing option.</li> <li>• Access Zayo's 375+ global IP POPs and peering locations and benefit from a distributed growth model.</li> </ul> <p><b>Flexibility &amp; Support</b></p> <ul style="list-style-type: none"> <li>• Actively monitor and manage the network.</li> <li>• Understand when to upgrade – our online customer portal, Tranzact, provides customer utilization &amp; traffic monitoring reports at the port level.</li> <li>• Access 24/7/365 support from Zayo's Network Operations Center (NOC) and Security Operations Center (SOC).</li> <li>• Increasing peering when required to ensure customer packets aren't being dropped due to congestion or oversubscription.</li> <li>• SLAs for availability, latency, packet loss and jitter.</li> <li>• Path diversity for exceptional uptime</li> <li>• Fast quoting and turn-up</li> <li>• Billing and performance reporting via Tranzact, Zayo's online customer portal.</li> <li>• Blocks of addresses for IPv4 and IPv6.</li> </ul> <p><b><u>Dedicated Internet Access (DIA)</u></b></p> <p><b>Zayo's Key Differentiators</b></p> <ul style="list-style-type: none"> <li>• <i>The network of the largest carriers in the world without the hassle</i></li> </ul>
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- *Seamless growth from 100Mbps to 10G*
- *Tier-1 network with permanent, high speed Internet connections*
- *Customers can easily connect new business locations and capacity as they grow*

#### **DIA Description**

Zayo provides Internet Access Services across its fiber network in North America and Europe and globally through telecommunications partners. Zayo has two families of Internet products, both of which leverage our best in class Internet core backbone:

Zayo's DIA service offers symmetrical and dedicated bandwidth that features static or default routing for single-site public Internet access and is delivered over a fiber or Ethernet connection from customer sites to Zayo's network.

#### **Key DIA Service Features:**

- *Dedicated & reliable business class Internet to any of Zayo's 51,000 on-net locations*
- *Enterprise speeds of 10mb up to 10G on a 1G or 10G capable port and Zayo customers will always have access to the entire bandwidth purchased.*
- *DIA over Ethernet ensures scalability & reliability*
- *Ethernet handoff provides ability to easily layer WAN applications onto a single access connection*
- *Customized configuration options such as BGP, LACP, and BFD are available to fit specific network needs*

#### **IP Transit**

#### **Zayo's Key Differentiators**

- *Tier-1 network with permanent, high-speed Internet connections*
- *Fully redundant core network*
- *24x7 network reliability monitoring*
- *Tranzact self-service portal for traffic command and control, capacity increases, and service additions*
- *Top 10 in CAIDA rankings*

#### **IP Transit Description**

Zayo's IP Transit (AS 6461) service is designed for subscribers that require large bandwidth, highly resilient Internet connections. Customers include Internet service providers, data centers, cloud service providers, government organizations and large enterprises. To ensure maximum reliability, these customers most often require redundant, diverse access circuits. They will also frequently utilize connections to more than one

	<p>service provider. IP Transit customers will generally require a public Autonomous System Number which will enable them to dynamically exchange Internet routing information via BGP. Zayo's IP Transit service offers low latency direct Internet connectivity, which leverages our 18M mile fiber backbone, extensive metro fiber networks, and many Tier-1 peering relationships to deliver optimal performance. Together with Zayo's underlying network and IP operational intelligence, we connect our customers seamlessly to all major carriers, content providers and cloud providers.</p> <p><i>Key IP Transit Service Features:</i></p> <ul style="list-style-type: none"> <li>• Scalable, high bandwidth of 10G to 100G or more, on 10G or 100G ports</li> <li>• Extensive global Tier-1 peering relationships and direct connections with minimal hops</li> <li>• Direct IP access to the world's largest wireless, cable, and content providers</li> <li>• Leverages Zayo's core wavelengths network to scale up quickly in support of increasing traffic</li> <li>• Customized configuration options to fit specific network needs</li> </ul> <p><b><i>Non-Attributable Internet Service</i></b></p> <p>Zayo owns an international fiber footprint and provides regional Internet access across the world interconnected to all the major exchange peering points. Given this footprint, it has a unique ability to transport traffic privately across its own network and transparently terminate it anywhere necessary across the global footprint. As such, Zayo offers a secure, reliable and serviceable internet connection to permit anonymous access to users in multiple locations.</p>
<p><b>2.1.2. Infrastructure Capabilities.</b></p> <p>Provide a detailed description of the ways in which your organization can support the expansion or improvement of internet and communication infrastructure.</p> <p><b>IMPORTANT.</b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Zayo provides mission-critical bandwidth to the world's most impactful companies, fueling the innovations that are transforming society. Zayo customers rely on Zayo's end-to-end high performance fiber networks, infrastructure, and global reach to move, process and store enormous volumes of data.</p> <p>Highlights of Zayo's network:</p> <ul style="list-style-type: none"> <li>• Spans 18 million fiber miles and 145,000 route miles globally</li> <li>• Connects over 1,500 on-net data centers and 51,000 on-net locations</li> <li>• Connects over 400 global markets</li> <li>• Zayo is currently the largest independent fiber provider and operates the largest 400G network in North America.</li> <li>• Owns and operates Tier 1 IP backbone</li> <li>• Zayo's IP Network spans 375+ Global POPs with over 150Tb of core backbone capacity</li> </ul>

	<p>Zayo is investing big in infrastructure, expanding, and modernizing with a 400G enabled network, pre-provisioned capacity, new IP POPs and cutting edge Dark Fiber. Zayo's expansive, deep, and diverse fiber network includes extensive metro connectivity, lit and dark fiber solutions, and expanding 400G and 800G-enabled routes.</p> <p>As a provider of Communications Infrastructure, Zayo's future-ready fiber network and global internet solutions empower customers to reliably leverage new technologies that demand low-latency, high-bandwidth, scalability, and control. Through the acquisition of Education Networks of America (ENA) in 2021, Zayo is also now the largest independent provider of K-12 E-rate services in the nation, connecting almost 20,000 schools.</p> <p>In 2024, Zayo made significant investments in enhancing its network infrastructure. Zayo added approximately 700K of new fiber miles across North America and 14 new 400G enabled routes. Zayo has the appetite to continue to strategically invest in the expansion of its network and increase its global presence. Zayo will continue to look for opportunities to increase its fiber presence, expand its network reach and improve digital equity.</p>
<p><b>2.1.3. Value-Add or Additional Offering.</b> Please include any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract's participating agencies.</p>	<p><b>Additional Offering:</b></p> <p>Below is a list of network connectivity solutions that Zayo provides:</p> <p><b><u>DDoS Protection</u></b></p> <p><b><i>Zayo's Key Differentiators</i></b></p> <ul style="list-style-type: none"> <li>• <i>Sits inline the existing network, is seamless, and requires no hardware</i></li> <li>• <i>All customer IP services running on Zayo are protected</i></li> <li>• <i>Zayo's DDoS Protection portal gives customers access to insights, enhanced reporting, and traffic analysis.</i></li> <li>• <i>Zayo also offers a Multi-Carrier solution protecting all a customer's IP traffic.</i></li> </ul> <p><b>DDoS Protection Description</b></p> <p>Zayo DDoS Protection Service provides monitoring, detection and mitigation of DDoS attacks. Zayo's service establishes traffic profiles and scrubs customer traffic when an attack is identified resulting in the continued delivery of clean traffic to the customer.</p> <p>Zayo's Security Operations Center proactively alerts customers of atypical traffic patterns, and detects when a customer is under a DDoS attack – providing full visibility of traffic patterns and attack details through Zayo's DDoS Protection Portal.</p>



	<p>Other measures are in place to ensure optimal availability and performance of Zayo Internet services. These include the following:</p> <ul style="list-style-type: none"><li>● Globally distributed peering and edge connections reduce latency and ensure resilient outage absorption.</li><li>● Lowest latency from extensive peering – all Tier-1 carriers are a single IP hop away.</li><li>● Low latency is also achieved by having multiple fiber routes between Zayo POPs ensuring each packet takes the shortest path toward its destination.</li><li>● Zayo proactively augments capacity on our IP core and peering infrastructure when utilization approaches 50%, virtually eliminating network congestion and ensuring failover protection.</li></ul> <p><b>Multi-Carrier DDoS Protection Option</b></p> <p>Zayo's DDoS Multi-Carrier Service allows customer connections using networks other than Zayo's Core Network (AS6461) to be monitored and protected from DDoS attacks.</p> <p><b><u>Wavelength</u></b></p> <p><b>Zayo's Key Differentiators</b></p> <ul style="list-style-type: none"><li>● <i>400G leadership: Zayo operates one of North America's largest long-haul networks, with over 90% 400G enabled, and plans for 800G enablement. Investing well over \$1M a year to harden this capacity; paired with vast coverage, Zayo leads the North American wavelength market.</i></li><li>● <i>Carrier-diverse metro and long haul network: Zayo's network, built with carrier diversity in mind, provides unique, low-latency, and majority underground metro and long haul fiber network through tier 1 and tier 2 markets with ULL and diverse paths.</i></li><li>● <i>Utmost reliability with the industry's youngest network: Zayo's young, network reduces the risks of degradation and maintenance issues. Zayo continues to invest in network upgrades YoY to maintain this superior reliability.</i></li><li>● <i>Multinational network reach: Zayo is the only major U.S. provider offering long haul and metro connectivity between the U.S., Mexico, and Canada. This cross-border fiber reach allows Zayo to support more multinational enterprises with a single vendor.</i></li><li>● <i>Built to provide a great customer experience: With 24-hour Wavelength delivery on the most sought after unique routes and an average of 28 day delivery on the</i></li></ul>
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*entire backbone, Zayo provides leading service delivery on long haul and metro fiber.*

- *Customer-centric expansion: Zayo's network is upgraded inline with customer demands. Recently expanding key metros like New York to meet customer driven demands proves Zayo's dedication to tailored network connectivity.*

### **Wavelength Description**

Zayo provides Wavelength Services as a Prime Contractor across its fiber network in North America and Europe and globally through telecommunications partners. Zayo's expansive fiber network is the foundation for its Wavelength product. Wavelength offerings are optical transport circuits utilizing Wavelength division multiplexing (WDM) components. The bandwidth for each ordered Wavelength will be stated in a Customer Order. Wavelengths include, without limitation, the following types:

Standard Wavelength: A linear, unprotected point-to-point optical transport circuit between two (2) or more sites provisioned over a shared WDM infrastructure.

Diverse Wavelength: Two (2) or more linear, unprotected point-to-point optical transport circuits between two (2) or more sites provisioned over a shared WDM infrastructure utilizing diversely routed OSP optical fiber paths and separate line cards. Additional diversity options may include but are not limited to: entrance facilities, riser, rack, chassis, power, etc. as specified in the applicable Customer Order.

Protected Wavelength: A linear, protected point-to-point optical transport circuit between two (2) sites provisioned over shared and/or dedicated WDM infrastructure utilizing diversely routed OSP optical fiber paths, separate line cards and a protection mechanism made available by Zayo. Additional configuration options may include but are not limited to: partial diversity, route specifications, and client protection as specified in the applicable Customer Order.

### **Ethernet**

#### **Zayo's Key Differentiators**

- *Zayo Ethernet is built on its expansive long haul and metro fiber networks, giving multiple routes for customer traffic.*
- *Supports up to 40G.*
- *Zayo ensures that customers always get the bandwidth they pay for by automatically augmenting core network capacity when we reach 50% utilization.*

Zayo's Ethernet services provide a high level of security through Layer-2 separation of customers' traffic. They provide high reliability based on Zayo's resilient, high capacity MPLS network. Ethernet Virtual Circuits (EVCs) define and provide data paths while keeping traffic distinct and secure across Zayo's network. Zayo's Ethernet services include:

***Point-to-Point E-Line / Ethernet Private Line (EPL)***

A point-to-point based EPL EVC is provisioned between two ports. EPL User Network Interfaces (UNIs) are port based and accept both tagged and untagged frames. The customer's Customer Edge Virtual Local Area Networks (CE-VLANs) are transparent to Zayo and pass without modification.

***Point-to-Multipoint E-Line / Ethernet Virtual Private Line (EVPL)***

EVPL offers multiplexing capability with multiple EVCs per port. EVPL is VLAN-based and enables one or more VLAN IDs to be mapped to an EVC. Zayo and the customer coordinate the VLAN ID mapping to each EVC. With EVPL, a Network-to-Network Interface (NNI) supports aggregating multiple Ethernet virtual connections from multiple UNIs. In the default configuration, with a double-tagged NNI, the customer's CE-VLANs at the UNIs are transparent to Zayo.

***Full Mesh, Multipoint-to-Multipoint ELAN***

Zayo's ELAN service emulates a typical LAN that a customer may extend across the metro or across the globe. All ports in an ELAN are considered UNI ports and by default are configured to be port-based to accept tagged and untagged frames (EPLAN). A single multipoint-to-multipoint EVC connects all subscriber UNIs in a single broadcast domain. Customer CE-VLANs may establish more discrete broadcast domains with service-multiplexing on UNIs (EVPLAN). MAC address learning is enabled on an ELAN service to facilitate any-to-any connectivity.

**CloudLink**

***Zayo's Key Differentiators***

- *Customers can connect any site to the Cloud, not just data centers, with multiple on-ramps to each Cloud provider*
- *Highly available and physically diverse connections.*
- *Provides 100% uptime with a self-healing core network.*
- *Zayo offers both hosted and dedicated connections.*

	<p><b>CloudLink Description</b></p> <p>Zayo's CloudLink service is a network service that provides a direct private connection between your office or data center location and the world's largest Cloud Service Providers (CSP). Your traffic never travels the public Internet which therefore mitigates cyberattacks, DDoS attacks, and other data breaches. Because our carrier network is owned and managed entirely by Zayo, security is enforced end-to-end. A private network circuit directly between your premises and your CSP reduces latency and increases throughput.</p> <p>With CloudLink, we bring the cloud exchange to you. You don't need to be located in a data center to take advantage. Further, Zayo is cloud-agnostic, and can offer access to Amazon Web Services (AWS) from 46 different on-ramp locations; Microsoft Azure from 40 different on-ramp locations; Google Cloud Platform from 30 peering locations, and many others.</p> <p>Our CloudLink service offers many product benefits including the following advantages:</p> <ul style="list-style-type: none"><li>• Private connections to Cloud Service Providers (CSPs) for lower latency - Whether you need 10Mbps or 100Gbps, this bandwidth is used exclusively for private connectivity to AWS, Azure, and many other cloud service providers. Unlike a public connection, it is not shared with your Internet traffic.</li><li>• Private connections bring better security - Our CloudLink service provides a completely private network connection between you and your CSP. Since your traffic does not transverse the Internet (a layer-3 protocol), it benefits from the enhanced security offered at Layer 2.</li><li>• Private connections bring better performance - A private line directly from your premise to your CSP not only reduces latency, but also increases throughput. The public Internet over-subscribes, shares available capacity, changes routing thereby fluctuating latency. All of these are no longer a factor with a private connection.</li><li>• Private connections are more reliable - Zayo's self-healing core network helps ensure you stay up and running. Additional protection options allow for local network diversity between your cage and Zayo.</li><li>• CloudLink uses your preferred transport type: Ethernet, IP-VPN, Waves, or Dark Fiber</li><li>• Zayo's SLAs guarantee 100% uptime with redundant and diverse options.</li></ul> <p><b>Dark Fiber</b></p>
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### **Zayo' Key Differentiators**

- *Fiber is a core product offering instead of an add-on.*
- *Zayo owns millions of miles of metro and long haul dark fiber globally.*
- *Zayo offers dense and deep fiber count.*
- *Zayo has an aggressive expansion strategy and a track record of growth.*

### **Dark Fiber Description**

Zayo Dark Fiber service provides customers with dedicated unused fiber pairs between two or more locations. Customers use Dark Fiber to create private network connections with virtually unlimited bandwidth between endpoints. Zayo supplies Dark Fiber services in the following configurations:

1. Point-to-point
2. Ring
3. Hub and Spoke

Dark Fiber customers provide their own optical equipment to light the fibers and to enable them to configure private circuits across the fiber links. Dense Wavelength Division Multiplexing (DWDM) optical equipment is commonly used to maximize bandwidth capacity.

Zayo provides both Metro and Long Haul Dark Fiber solutions. Metro links typically require optical equipment at the two endpoints only. For Long Haul Dark Fiber links optical signals require amplification approximately every 80 km. For this purpose Zayo's Long Haul Dark Fiber service includes space and power in Intermediate Light Amplification (ILA) sites along the long haul routes. Customers install equipment in each of these ILAs to maintain signal strength.

Dark Fiber customers experience higher security, lower latency and direct operational control of their network while leveraging Zayo's dense metro and long haul fiber network.

### **IP VPN (MPLS)**

#### **Zayo's Key Differentiators**

- *High bandwidth availability with performance SLAs.*
- *Zayo has 44,000 on-net buildings to improve simplicity and performance.*
- *Quality of Service (QOS) capability ensures service quality for traffic like voice and video.*

### **IP VPN Description**

	<p>Zayo IP VPN Service is a wide area network (WAN) service which enables securely-routed transmission of data between multiple customer locations over a fully-meshed, any-to-any, private network. IP VPN is a dedicated and symmetrical optical packet service. Customers have a fully private virtual routing and forwarding instance (VRF) across Zayo's MPLS network. IP VPN simplifies WAN deployments for enterprises with many locations as individual point-to-point physical and logical circuits are not required.</p> <p>A dedicated fiber or Ethernet link will connect an interface on a customer edge (CE) router at each customer site to an interface on one of Zayo's provider edge (PE) routers. Zayo assigns IP addresses on each of these links, together with a static or dynamic routing protocol, which in turn will develop individual routing tables for each customer's VPN.</p> <p>Optional Zayo-provided CE routers are available, as are IP VPN management services which include configuration of CE routers and network routing protocols, reporting and proactive monitoring.</p> <p><i>Features:</i> IP VPN is a Layer 3 networking service providing the following features:</p> <ul style="list-style-type: none"> <li>• <b>Fiber-Optic Backbone:</b> These services use Zayo's owned fiber network as the foundation. We proactively augment our network to virtually eliminate network congestion and ensure failover protection.</li> <li>• <b>Routing:</b> Zayo's IP VPN allows for static or border gateway protocol (BGP) routing options.</li> <li>• <b>Support:</b> Support and service is available 24/7/365 from our Network Operations Center (NOC).</li> <li>• <b>Scalability:</b> Customers can easily add locations to their network, and can choose bandwidths ranging from 10M to 100G for each location.</li> <li>• <b>Quality of Service (QoS):</b> Prioritize your traffic with up to 4 QoS queues.</li> <li>• <b>Service Options:</b> Layer multiple services using a single access.</li> <li>• <b>Diversity:</b> When requested, Zayo can provide diverse fiber entrances, routes, equipment, Zayo Points of Presence (PoPs) and even diverse technologies to support customers' needs.</li> <li>• <b>Tagging options:</b> Zayo's service features customer-based tagging options.</li> <li>• <b>Security:</b> Secure labels provide traffic isolation.</li> </ul> <p><i>Security:</i> Zayo's IP VPN connections are private and secure. In addition to the key physical security standards and protocols</p>
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	<p>followed by Zayo, customers benefit from these security measures:</p> <ul style="list-style-type: none"><li>• Traffic does not traverse the public Internet.</li><li>• Individual customer traffic is separated from other traffic through isolated Ethernet virtual circuits (EVCs), multiprotocol label switching virtual connection identifiers (MPLS VC-IDs) and unique virtual LANs (VLANs).</li><li>• All Zayo core network equipment is located in facilities where Zayo has sole access, ensuring physical security.</li><li>• Zayo MPLS network elements do not exchange Layer-2 control protocol information with customer network elements.</li><li>• Zayo does not inspect or store any data transmitted over the IP VPN service, and only looks at the minimum required Layer-2 header in the customer traffic required to forward the packets into and out of service demarcation points.</li><li>• Zayo network elements can only be accessed via specific hosts, which require secure authentication.</li><li>• Zayo's network is not allowed to participate in address resolution protocol (ARP) to prevent any ARP redirection or ARP spoofing.</li><li>• Dynamic trunk protocols are disabled to protect against VLAN jumping or VLAN trunking attacks.</li></ul> <p>Although not included in Zayo's standard catalog offering, Zayo also provides Managed Edge and Managed Communications solutions which can be made available to Equalis Group Members.</p> <p><b><u>Managed Edge</u></b></p> <p><b><i>Zayo's Key Differentiator</i></b></p> <ul style="list-style-type: none"><li>• <i>Zayo works with a number of SSE vendors to tailor-fit solutions.</i></li><li>• <i>Zayo can deploy using existing network or upgrade to its massive infrastructure</i></li><li>• <i>Leverage an end-to-end solution with SD-WAN, SASE PoPs, data center, and tier-one internet connections</i></li></ul> <p><b>Managed Edge Description</b></p> <p>Zayo's SD-WAN goes beyond standard SD-WAN technology. All SD-WANs facilitate resilient site connectivity and provide application aware routing, ensuring mission-critical applications stay working. Zayo understands that true WAN transformation goes all the way from the LAN to the Cloud. Additionally, to simplify and accelerate the implementation process, Zayo uses automation and AI to deploy complex solutions at scale. Zayo</p>
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	<p>continues to provide support with holistic end-to-end management.</p> <p><b>SD-WAN</b></p> <p><b>Zayo Key Differentiators</b></p> <ul style="list-style-type: none"><li>• <i>Customized management: Zayo will work with the customer to define a management playbook. Zayo will manage as much or as little as needed.</i></li><li>• <i>Take-over options: Zayo can take over management as needed, if service bought from a vendor or MSP.</i></li><li>• <i>Robust Vendor Partners without preference: Zayo has robust SD-WAN and SSE vendors. Zayo remains agnostic as to create the best solution for our customer</i></li><li>• <i>A platform with holistic network insights in real time: other vendors offer network observability, but they are updated every 24 hours... not real time</i></li><li>• <i>Carrier agnostic: Zayo will let you see your complete network- even if it's not provided from us</i></li><li>• <i>Consultative approach and continued support from experts: Zayo has a team of Managed Service experts, that include Service Assurance, design and engineers, that provide day 2 support and beyond- making adjustments with you as your organization changes needs.</i></li></ul> <p>A comprehensive, reliable networking solution enables customers to innovate ahead of the competition. Zayo's managed edge solution modernizes, integrates, simplifies, and manages customer networks with expert partnership.</p> <p>SD-WAN, along with our Secure Access Service Edge (SASE) solution, make up our Managed Edge Solution. Together, these solutions are a fully managed or co-managed solution that can overlay existing infrastructure, allowing customers to optimize network performance and access real-time network observability – supported by a dedicated team that designs, deploys, manages, and monitors your network with you.</p> <p>SSE is a cloud-based security solution that optimizes network security across users, SaaS applications, cloud services and campus locations. Customers can customize their network security policy creation to meet their unique needs, with as much or as little support from Zayo's expert management team.</p> <p>Ensuring the continued health of multi-office enterprises depends on the successful scaling of digital transformation, high performance mission critical systems, and highly available operational initiatives. Equally important are resiliency and reliability at each location and the sense of security that the applications you count on will perform consistently well. As</p>
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	<p>requirements shift to edge-to-edge and edge-to-multi cloud, a comprehensive managed edge service becomes essential.</p> <p>Zayo now offers SD-WAN that leverages a proprietary Intelligent Network Platform, providing a hyper-flexible solution that brings your locations and equipment under a single, easily managed edge umbrella.</p> <p>SD-WAN unifies all connections and prioritizes business critical traffic.</p> <p><i>The Edge</i> Zayo connects the edge: where the physical network meets the digital world. Processing data closer to its source minimizes latency, enhancing user experiences and driving network efficiency.</p> <p><i>The Core</i> Zayo connects the core: where the edge meets the enterprise. Facilitate fast, reliable connectivity powered by the largest independent fiber backbone in the U.S. It manages the flow of information and ensures a seamless SD-WAN solution.</p> <p><i>The Cloud</i> Zayo connects the Cloud: beyond the edge. Zayo offers connectivity in hundreds of key data centers across North America where data is consumed, interpreted, analyzed, stored, and sent back out to the edge or the core allowing businesses to innovate without constraints and deploy applications globally, optimizing computing, AI, and data.</p> <p><b><u>Managed Communications</u></b></p> <p>Zayo's Managed Communications portfolio—featuring Zayo UC+, Zayo Voice, and SIP Trunking—offers flexible, cost-effective solutions designed to increase productivity, lower costs, and effortlessly support remote and hybrid teams.</p> <p><b>Zayo UC+ and Zayo Voice</b></p> <p><b><i>Zayo's Key Differentiators</i></b></p> <ul style="list-style-type: none"> <li>• <i>A single communication infrastructure partner: Zayo provides a complete networking solution from the edge-to-cloud-to-core with a single end-to-end service agreement - backed by delivery and engineering expertise.</i></li> <li>• <i>Sustaining 99.99% uptime: Zayo's robust infrastructure ensures high availability and low latency.</i></li> <li>• <i>Methodical Deployment &amp; Management: With 20+ years of experience designing and delivering managed services solutions, Zayo's team of managed services experts is the "easy button" for designing and</i></li> </ul>
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*maintaining your communication solution. Zayo engineers work with you upfront to map out your unique goals and integration requirements so the delivery is on time and exactly what you need.*

- *Dedicated Managed Services Service Assurance Team: Zayo understands the need for exceptional support for managed services. Dedicated Managed Service Assurance team available 24x7x365 to provide the white-glove experience your business needs.*

#### **Zayo UC+ Description**

Zayo UC+ with RingCentral is a cloud-based UCaaS/CCaaS solution that unifies voice, video, chat, fax, and contact center into one comprehensive platform. Effortless to manage, it simplifies communication, enhances interactions across your organization, and drives productivity, all backed by Zayo's expert support team.

#### **Zayo Voice Description**

Zayo Voice offers a standalone, cloud-based VoIP system that ensures high-quality, reliable communications for your business. Designed to replace traditional phone systems, Zayo Voice provides a comprehensive range of features, including audio conferencing, IP phones, advanced call management, and unified messaging. With HD voice quality, 99.99% uptime, and easy scalability, Zayo Voice simplifies phone system management while reducing the costs associated with hardware and maintenance.

#### **SIP Trunking**

##### **Zayo's Key Differentiator**

- *Zayo's SIP Trunking offers custom solution options, simplicity, reliability, and one-stop shopping.*
- *Customers can leverage their existing network, resulting in substantial cost savings.*

#### **SIP Trunking Description**

SIP Trunking solution securely and efficiently consolidates your voice and data into a single centralized IP network, reducing the complexity of managing multiple connections. Best of all, it integrates seamlessly with your existing phone systems, making the transition cost-efficient.

Benefits of Zayo SIP includes:

- **Flexible and Scalable Calling** - SIP allows you to quickly provision new locations and easily add communication capacity. Move into new markets,

	<p>support your hybrid workforce, use your local numbers, and offer a ubiquitous, harmonized experience to your staff without expensive equipment.</p> <ul style="list-style-type: none"> <li>• <b>Simple to Install and Manage</b> - Zayo's project managers will lead the installation every step of the way. Once installed, we offer exceptional, personalized customer care from experienced technicians. Our customer portal provides full administrative control of service options, reroutes, billing and all other features.</li> <li>• <b>A Great Value</b> - A single connection for both voice and data means more efficient functionality and a lower cost. Traditional phone systems require costly hardware. Zayo SIP doesn't.</li> <li>• <b>Consistent, Reliable Performance</b> - Remember - Zayo owns the underlying network, which means that we control the performance of the services running over it. We provide robust network connectivity with built-in geo-redundancy for high availability, 99.999% uptime, and multiple options for disaster recovery to ensure business continuity.</li> <li>• <b>Secured Networking</b> - Your network access from Zayo is completely dedicated to your company. And if you'd like to use your existing network access from another provider, Zayo can provide encrypted SIP service to ensure the privacy and security of your communications. We use TLS (transport layer security) and SRTP (secure real-time transport protocol) to protect your traffic.</li> </ul>
<p><b>2.1.4. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventory products.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b><u>Part One, Section 5.4 – Other Pricing Scenarios.</u></b></p>	<p>Zayo's response includes a list of the products/services where we can offer standard (on-net) catalog pricing. Since these services run completely atop the Zayo network we can easily determine the cost to Equalis Group Members. Customized solutions as well as those that require third party access and/or construction are not included in the standard catalog offering. A more deeper understanding of the customer's requirements and network is required because of the nuances that accompany these types of requests.</p> <p>While Zayo has both the appetite and the expertise to accommodate Open Market Products, it is important to understand that these solutions require further engineering analysis to determine feasibility and cost. For example, access costs can vary among third party vendors. Also, third party vendor quotes are typically higher for shorter term lengths and lower when longer terms are requested. It would be difficult for Zayo to accurately present the cost to Equalis Group without first confirming these details. In these instances, pricing is determined after Zayo has completed its analysis and therefore can only be provided on an individual case basis. Zayo would be happy to work with Equalis Group or directly with its members should there be a request to provide an Open Market product/solution.</p>

**2.1.5. Implementation.** Please provide a description the process for setting up, installing, or implementing your products & services.

### **Service Delivery Overview**

Zayo takes pride in providing the best customer experience possible and takes a holistic approach to every aspect of your service from the time the order is placed through the tenure of the Agreement.

Zayo's experienced Service Delivery Team will be responsible for working with you to complete the implementation of the order. Service Delivery specializes in installations, ensures all tasks are completed and provides you the provisioning, deployment, and activation of your service. Zayo understands that each day of the order process can be crucial, so Service Delivery will coordinate all activities as the implementation process progresses.

The Zayo Service Delivery team is responsible for ensuring and communicating the completion of the following milestones:

- Order Acceptance
- Firm Order Completion date (FOC)
- Collecting Requirements after Order Acceptance (such as the IP Justification Form, etc.)
- CFA/LOA (circuit facilities assignment / letter of authorization)
- Notice of Service Completion and Activation

The Service Delivery Project Manager (SDPM) assigned to the project will review the order, and engage the customer no later than two business days after receiving it to notify of its acceptance (or to gather additional information). The SDPM will provide regular progress updates of the implementation via email.

### **Implementation Status**

Aside from Zayo's technical expertise, one of the company's hallmarks is the emphasis on building strong working relationships with each customer through close coordination and communication. For each service ordered, you can track the status of the order through its provisioning steps via Zayo's online customer portal, Tranzact.

Additionally, your assigned SDPM or customer service at [ServiceExperts@zayo.com](mailto:ServiceExperts@zayo.com) can provide you with the status of your request.

### **Service Delivery Milestones**

The timeline and milestones it takes to deliver your Zayo service can vary depending upon order complexity. If the building where the service is required is already equipped with Zayo fiber, you should expect your service delivery milestones to occur as identified below:

	<p>Step 1: Service Order (SO) - Service order signed and submitted.</p> <p>Step 2: Order Review - Zayo's engineering and implementation team reviews the order for completeness, accuracy and clarity.</p> <p>Step 3: SDPM Assigned - Zayo accepts your service order and assigns a service delivery project manager (SDPM).</p> <p>Step 4: Internal Design - Zayo designs and engineers the service on Zayo's network to meet the installation date.</p> <p>Step 5: Install Date Set - Your SDPM provides you with a committed installation date.</p> <p>Step 6: Installation - Zayo's installation team physically and logically installs the service.</p> <p>Step 7: Testing - Following installation, Zayo tests your service with you to ensure its sound operation.</p> <p>Step 8: Activation - Zayo's activation team turns up your service.</p> <p>Step 9: Ready for Use - Upon successful testing and activation, Zayo sends you your completion notice.</p> <p>Please note that the following order types may require additional attention:</p> <ul style="list-style-type: none"> <li>• A "complex" or non-standard delivery - when multiple orders must be delivered in tandem, or when orders are customized</li> <li>• Expedited orders - when the order needs to be delivered in less time than the Zayo standard interval</li> </ul> <p><b>Activation</b></p> <p>During the delivery process, you will receive regular updates from your SDPM. These updates will include:</p> <ul style="list-style-type: none"> <li>• The initial acceptance and order review notice</li> <li>• Details on end user requirements for the delivery (such as the proper environment for equipment)</li> <li>• A Firm Order Commit (FOC) notice - the date we will complete the installation</li> <li>• Weekly status updates of your installation</li> <li>• Circuit Facility Assignment (CFA) information</li> <li>• Activation information, culminating in a completion notice identifying detailed circuit information, testing results (as applicable), and billing effective date</li> </ul> <p><b>Post-Activation</b></p> <p>Zayo's Network Operations Center (NOC) is available for service repair around the clock, 24/7. Zayo offers three options for you to contact the NOC.</p> <ul style="list-style-type: none"> <li>• Livechat (via the Zayo website or the Tranzact portal)</li> </ul>
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	<ul style="list-style-type: none"> <li>• Open a ticket within the Tranzact portal</li> <li>• Call 866-364-6033</li> </ul> <p>Customers can also engage any member or their account team for issues/concerns with their Zayo service.</p>
<p><b>2.1.6. Warranty.</b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b><u>Attachment B – Cost Proposal</u></b>.</p>	<p>N/A. Zayo's is a network infrastructure provider.</p> <p>Fiber or equipment warranty for a specific Zayo-ordered service can be provided upon request.</p>
<p><b>2.1.7. Industries Standards.</b> Describe how your products and services conform to applicable industry standards and required specifications.</p>	<p>Zayo products and services adhere to all the regulatory requirements and conforms to applicable industry standards and specifications.</p> <p>All necessary certificates and licenses required to provide the requested services are up-to-date. Zayo regularly reviews and renews product certifications and licenses, where applicable, to ensure compliance with industry standards and regulations.</p> <p>Zayo's compliance with industry standards also extends to Customer-Provided Equipment (CPE) owned and managed by a customer. For example, CPE interfacing to Zayo's service must comply with the applicable standards for physical handoff.</p>
<h3>3. <u>BUSINESS OPERATIONS</u></h3>	
<h4>3.1.1. Logistics</h4>	
<p><b>3.1.2. Locations; Distribution &amp; Shipping Capabilities.</b> Describe how supplier proposes to distribute the products or services in Respondent's defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>Zayo's Service Delivery Team will deliver the requested service after receipt of a customer-initiated Service Order. The Service Delivery Team will develop the detailed engineering specifications and order any equipment required for the implementation of the service. The equipment is shipped, tracked and the Service Delivery Team will confirm receipt.</p> <p>All costs identified in Zayo's Cost Proposal are inclusive of any equipment or material required for the provisioning of the services mentioned in this RFP.</p>

3.2. Customer Service	
<p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Customer Service Departments assist clients with their inquiries, concerns, and issues related to products or services. Their primary goal is to provide excellent customer service and ensure client satisfaction through answering questions, troubleshooting, providing information, resolving complaints, and handling billing and account inquiries.</p> <p>Zayo's customer support team demonstrates exceptional qualities and practices that prioritize customer satisfaction through communication skills, responsiveness, understanding client needs, multi-channel support, and positive culture and empowerment.</p> <p>Zayo's customer support team is available by phone for immediate customer assistance on all service-related issues. Equalis Group Members can also use other online support resources such as email or Zayo's live chat tool, available via the Tranzact user portal, to engage Zayo's support team.</p> <p>Zayo's team of experts are available by phone for immediate customer assistance at 866-364-6033. The support team is available from 8 am - 5 pm MST (Monday-Friday) or can be reached via email at <a href="mailto:ServiceExperts@zayo.com">ServiceExperts@zayo.com</a>.</p> <p>Zayo's Network Operations Center (NOC) also provides post-activation support and is available 24/7.</p>
3.3. Customer Set Up; Order & Invoice Processing; Payment	
<p><b>3.3.1. Proposal Development, Order, and Invoice Process.</b> Describe your company's proposal development, order, and invoice process.</p>	<p><b>Proposal Development</b></p> <p>Zayo's Bid Management Team is responsible for understanding the proposal requirements, building an informative and compelling narrative and submitting a complete and professional proposal response. The Bid Management team will engage with internal subject matter experts and stakeholders to develop a written proposal response that accurately reflects Zayo's capabilities, expertise and culture within the industry.</p> <p><b>Order Process</b></p> <p>The Zayo Service Delivery Team is responsible for processing all Zayo Service Orders. The order process includes the following steps:</p>

	<p>Step 1: Service Order (SO) - Service order signed and submitted.</p> <p>Step 2: Order Review - Zayo's engineering and implementation team reviews the order for completeness, accuracy and clarity.</p> <p>Step 3: SDPM Assigned - Zayo accepts your service order and assigns a service delivery project manager (SDPM).</p> <p>Step 4: Internal Design - Zayo designs and engineers the service on Zayo's network to meet the installation date.</p> <p>Step 5: Install Date Set - Your SDPM provides you with a committed installation date.</p> <p>Step 6: Installation - Zayo's installation team physically and logically installs the service.</p> <p>Step 7: Testing - Following installation, Zayo tests your service with you to ensure its sound operation.</p> <p>Step 8: Activation - Zayo's activation team turns up your service.</p> <p>Step 9: Ready for Use - Upon successful testing and activation, Zayo sends you your completion notice.</p> <p><b>Invoice Process</b></p> <p>Billing commences once a service is ready for use. Zayo's Billing Team has a number of checks and balances to ensure that the services being delivered will be invoiced correctly. The Billing Team is responsible for rectifying any errors, if detected. Once the invoice verification process is complete, the invoice is ready for production and will be loaded into Zayo's online customer portal Tranzact for customer review and payment processing.</p> <p>Any billing discrepancies or errors identified by the customer should be raised immediately with Zayo for rectification.</p>
<b>3.3.2. <i>Financing.</i></b> Does your company offer any financing services? If yes, describe the financing options available to Members.	No, Zayo does not offer any financing services.
<b><u>4. PRICING</u></b>	
<b>4.1. Cost Proposal</b>	
<b>4.1.1. <i>Pricing Model.</i></b> Provide a description of your pricing model or methodology identifying how the model works for the products	Zayo's pricing model reflects the market rate for services riding Zayo's network infrastructure.



and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	<p>As part of Zayo's Account Management process, the Zayo Account Team supporting Equalis Group will conduct Monthly Service Reviews and Quarterly Business Reviews to ensure that Zayo continues to meet the agreed upon contractual requirements laid out in the Master Agreement. The frequency of your interactions can be adjusted as required.</p> <p>Additionally, Zayo's Account Team is available at any time to discuss your account and provide options as to how we can best meet your organization's needs.</p>
4.1.2. <b>Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	As part of Zayo's Account Management process, the Zayo Account Team supporting Equalis Group will conduct Monthly Service Reviews and Quarterly Business Reviews to ensure that Zayo continues to meet the agreed upon contractual requirements laid out in the Master Agreement. Further, these meetings can include discussions about the proposed pricing model and compliance with the Master Agreement.
4.1.3. <b>Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Respondent's cost proposal.	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
4.1.4. <b>Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Zayo's Cost Proposal does not include any upfront discounts, however, additional savings can be reviewed and offered depending on the quantity, bandwidth, locations, etc.
4.1.5. <b>Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.	Shipping costs are included in the pricing that Zayo has submitted. The cost of shipping any equipment required for the provisioning of the service has already been accounted for in the price presented to Equalis Group.
<p>4.1.6. <b>Pricing Open Market or Sourced Goods.</b> If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5.4 – Other Pricing Scenarios.</b></p>	<p>Zayo's Cost Proposal includes standard (on-net) catalog pricing. The services presented in this response run completely on Zayo's network, without third party vendor involvement. Third party access and/or construction as well as customized solutions are not a part of Zayo's standard offering and therefore excluded from Zayo's Cost Proposal.</p> <p>Zayo has both the appetite and the expertise to accommodate Open Market Products, however, these solutions require further engineering analysis to determine feasibility and cost. For</p>



	<p>example, access costs can vary among third party vendors. Also, third party vendor quotes can differ depending on the term length requested. These factors would need to be confirmed before an accurate cost can be determined and presented to Equalis Group. In this scenario, pricing would be provided on an individual case basis.</p> <p>Zayo would be happy to work with Equalis Group or directly with its members should there be a request to provide an Open Market product/solution.</p>
<p>4.1.7. <b>Total Cost of Acquisition.</b> Identify any components from the total cost of acquisition that are <b><u>NOT</u></b> included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p>N/A. Zayo's Cost Proposal is inclusive of all charges related to the implementation and subsequent delivery of the services being offered. Please note that the costs provided do not include taxes.</p>
<h2>5. Go-To-Market Strategy</h2>	
<h3>5.1. Respondent Organizational Structure &amp; Staffing of Relationship</h3>	
<p>5.1.1. <b>Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>Zayo can provide full bios/resumes for those responsible for the areas listed below, upon contract award. The contact information is as follows:</p> <ol style="list-style-type: none"> <li>1. Executive Contact Jason Taylor - VP, Sales 469.964.0956 <a href="mailto:jason.taylor@zayo.com">jason.taylor@zayo.com</a></li> <li>2. Contract Manager Kayla Martin-Palmas - Sr Contracts Admin Coordinator 303.632.0026 <a href="mailto:kayla.martin-palmas@zayo.com">kayla.martin-palmas@zayo.com</a></li> <li>3. Sales Leader Eric Cho - Principal, Senior Sales Manager 202.669.7497</li> </ol>

	<p><a href="mailto:eric.cho@zayo.com">eric.cho@zayo.com</a></p> <p>4. Reporting Contact - <i>TBD</i> 5. Marketing Contact - <i>TBD</i></p> <p>***Nick Topper will be the primary contact for Equalis. Nick Topper - Senior Account Manager 404.477.6878 <a href="mailto:nick.topper@zayo.com">nick.topper@zayo.com</a></p>
<p>5.1.2. <b>Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Zayo is laser focused on embracing cutting-edge technologies and devising continuous improvement strategies that can be used to modernize and optimize customer networks. Zayo's Global Sales and Marketing team actively serves nearly 7,300 customers across industries including carrier, education, retail, finance, and healthcare.</p> <p>Zayo has a dedicated Public Sector channel that includes Sales, Solution Engineers, and customer support personnel who deeply understand the needs and requirements of government agencies.</p> <p>This team is responsible for driving new business and retaining existing customers through high touch engagement:</p> <ul style="list-style-type: none"> <li>• Regular customer interactions</li> <li>• Participation in industry events</li> <li>• Proactive outreach to share new Zayo developments and industry trends</li> <li>• Drive innovation &amp; modernization to align with customer mission</li> </ul> <p>Further, Zayo's Sales Leadership team provides executive-level support and demonstrates an unwavering commitment to properly allocate resources aimed at addressing the unique challenges within the public sector. The below outlines the key roles within Zayo's sales organization</p> <p><b>Sales VP</b></p> <ul style="list-style-type: none"> <li>- provides executive-level sponsorship and support</li> <li>- develops and executes strategies that support growth within your organization and that align with established company objectives</li> <li>- oversees and manages Sales team and sales initiatives that may directly impact your organization</li> </ul> <p><b>Principal, Sales Manager</b></p> <ul style="list-style-type: none"> <li>- provide executive leadership on behalf of Equalis Group</li> <li>- liaise between Equalis Group and Zayo's Executive Team to review and discuss operational and strategic plans that will assist in realizing your corporate and technological goals and objectives.</li> <li>- focus on ensuring overall strategic alignment of Zayo and Equalis Group</li> </ul>

	<p><b>Account Executive</b></p> <ul style="list-style-type: none"> <li>- represents your interests, ensuring that Zayo works toward your objectives.</li> <li>- responsible for understanding your business requirements, aligning resources within Zayo to support you, and provide ongoing assessment of how Zayo services are meeting your requirements</li> </ul> <p><b>Solution Engineer</b></p> <ul style="list-style-type: none"> <li>- responsible for understanding how technology furthers your business objectives</li> <li>- design your solution and provide technical consultation and support for your network</li> <li>- answer technical related questions</li> <li>- explain how new and emerging technologies can better serve you</li> </ul> <p><b>Customer Success Manager (CSM)</b> (if assigned)</p> <ul style="list-style-type: none"> <li>- helps escalate service related issues, assists with billing and credits, conducts periodic operational reviews of Zayo's services</li> </ul> <p>Zayo utilizes both in-house and third party sales resources (ie. Channel Partners). Zayo's Channel Partners are an extension of the Zayo sales team and provide industry expertise, coupled with Zayo's future-ready network and tailored connectivity solutions, to help enable customers to achieve their business goals. For the purpose of the RFP, Zayo will rely solely on its in-house Sales team to support Equalis Group and its members.</p>
<b>5.2. Contract Implementation Strategy &amp; Expectations</b>	
<p><b>5.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?</p>	<p>Zayo expects all parties to agree to negotiate the terms and conditions of a Master Agreement which will outline engagement between Zayo and Equalis Group. It is also Zayo's expectation that both parties will act in accordance with the agreed upon terms.</p> <p>Zayo anticipates being able to leverage the contract vehicle that Equalis Group has with other public sector entities. Doing so will give Zayo an opportunity to demonstrate its service capabilities and expand its networking presence. Zayo's future-ready network will not only help Equalis Group Members' achieve their objectives, but by extending to other public sector agencies, Zayo becomes pivotal in streamlining services and modernizing government networks nationwide.</p> <p>Lastly, Zayo intends to establish a strong and stable relationship with Equalis Group. Zayo believes in transparency</p>

	<p>and will provide visibility into its network, openly communicate and demonstrate a customer-centric approach with Equalis Group throughout the tenure of the agreement.</p>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p>Zayo's vision is to improve citizens' experiences with Zayo's future-ready network infrastructure. Trusted by the U.S. and Canadian government agencies, Zayo provides scalable, reliable connectivity to support mission-critical operations with unmatched security and resilience.</p> <p><b>Zayo's Strategy:</b></p> <ul style="list-style-type: none"> <li>• <b>Right Customers:</b> Key segments in the state and local market are State, Local, K-12, Higher Education, REN, Utilities, Tribes.</li> <li>• <b>Right Sales Team:</b> Zayo has a team dedicated to state and local that has grown by 10% YoY and will continue to grow in the next few years as we expand our customer base.</li> <li>• <b>Right Network:</b> Zayo is uniquely positioned to support government agencies across the US and Canada because we operate the largest privately owned 100G and 400G fiber network in North America.</li> <li>• <b>Marketing Plan:</b> Zayo is investing in an updated Public Sector image in our marketing and outreach. Zayo will use the Equalis contract as a purchasing vehicle for government agencies that need options.</li> </ul> <p><b>Geographic or Public Sector Vertical Markets:</b></p> <ul style="list-style-type: none"> <li>• Zayo's footprint is global with assets in over 400 markets leveraging 18 million fiber miles</li> <li>• Zayo's focus is to expand services and capabilities to all Public Sector markets and customers</li> </ul> <p><b>Strategy to Acquire New and Retain Existing Business:</b></p> <ul style="list-style-type: none"> <li>• Zayo has a dedicated Public Sector channel to include Sales, Solution Engineers and customer support personnel who deeply understand the unique needs and challenges within the Public Sector</li> <li>• The dedicated team is responsible for driving new business and retaining existing customers through high touch engagement <ul style="list-style-type: none"> <li>○ Regular customer interactions</li> <li>○ Participation in industry events</li> <li>○ Proactive outreach to share new Zayo developments and industry trends</li> <li>○ Drive innovation &amp; modernization to align with customer mission</li> </ul> </li> </ul> <p><b>Contract Deployment to the Sales Team:</b></p> <ul style="list-style-type: none"> <li>• Rollout and on-going training to share the value and ease of the contract</li> <li>• Weekly funnel review of target customers and impact</li> </ul>

	<p><b>Contract Marketing (including deployment on company web site:</b></p> <ul style="list-style-type: none"> <li>• Zayo has a dedicated <a href="#">Public Sector Web Site</a></li> <li>• Zayo is very active on social media including LinkedIn and Zayo Blogs</li> <li>• Press releases for appropriate announcements as well as creating marketing material which includes slicks and case studies</li> </ul> <p><b>Completion Timeframe:</b></p> <ul style="list-style-type: none"> <li>• Zayo's sales teams would diligently work on the marketing efforts required to ensure that the implementation of the Equalis GTM strategy is immediate and successful</li> </ul>						
5.2.3. <b>Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?	<table> <tr> <td>Year 1</td><td>10% YoY growth in SLED segment</td></tr> <tr> <td>Year 2</td><td>20% YoY growth in SLED segment</td></tr> <tr> <td>Year 3 - 5</td><td>Maintain 5% YOY growth above market average</td></tr> </table>	Year 1	10% YoY growth in SLED segment	Year 2	20% YoY growth in SLED segment	Year 3 - 5	Maintain 5% YOY growth above market average
Year 1	10% YoY growth in SLED segment						
Year 2	20% YoY growth in SLED segment						
Year 3 - 5	Maintain 5% YOY growth above market average						
<b>6. ADMIN FEE &amp; REPORTING</b>							
<b>6.1. Administration Fee &amp; Reporting</b>							
<p>6.1.1. <b>Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies through the Master Agreement and can be up to three percent (3%). In some product &amp; service categories, a flat fee or another fee structure may be acceptable.</p> <p><b>Please provide your proposed Administrative Fee percentage or structure.</b></p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <b>Attachment</b></p>	<div></div> <div></div>						

<b><u>A – Model Administration Agreement.</u></b>	
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Zayo requires additional information regarding the content needed for the requested monthly reports. Details regarding the content/output of the reports to be discussed during contract negotiations.</p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>As part of Zayo's Account Management process, the Zayo Account Team supporting Equalis Group will conduct Monthly Service Reviews and Quarterly Business Reviews to ensure that Zayo continues to meet the agreed upon contractual requirements. This includes review of pricing, reports and any other items pertaining to your contract.</p> <p>Additionally, your Account Team will continue to examine your network to create, present and deploy solutions that will serve your company for years to come.</p>

# Appendices

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*Appendix A - Financial Overview*

*Appendix B - Zayo Master Customer Agreement*





OUR FIBER FUELS GLOBAL INNOVATION

## FINANCIAL OVERVIEW

Zayo provides mission-critical bandwidth to the world's most impactful companies, fueling the innovations that are transforming our society.

## BY THE NUMBERS

<b>~13M</b>	<b>~126K</b>	<b>~40K</b>	<b>1.3K+</b>	<b>7.7K</b>	<b>400</b>
FIBER MILES	ROUTE MILES	ON-NET BUILDINGS	CONNECTED DATA CENTERS	CUSTOMERS	MARKETS SERVED

## CONSOLIDATED STATEMENTS OF OPERATIONS DATA

\$ Millions

Year Ended December 31,

	2020	2019
Total revenue	<b>\$2,336.8</b>	<b>\$2,297.8</b>
<i>Annualized revenue growth</i>	1.7%	
Operating income / (loss)	386.1	539.9
Net (loss) / income	(166.9)	177.0
Adjusted EBITDA	<b>1,139.1</b>	<b>1,153.6</b>
Additions to deferred revenue	271.6	253.0
Amortization of deferred revenue	(169.7)	(159.5)
Purchases of property and equipment	(1,061.0)	(873.9)
Adjusted unlevered free cash flow	<b>\$180.0</b>	<b>\$373.2</b>
Net cash provided by operating activities	\$981.3	\$1,046.9
Cash paid for interest, net of capitalized interest	\$272.1	\$318.0
<i>Adjusted EBITDA margin</i>	48.7%	50.2%

## CONSOLIDATED BALANCE SHEET DATA (AT PERIOD END)

\$ Millions

Year Ended December 31,

	2020	2019
Cash and cash equivalents	\$568.3	\$181.3
Property and equipment, net	6,733.2	5,426.8
Total assets	17,339.6	9,961.2
Long-term debt and capital lease obligations, including current portion	7,892.3	5,790.8
Total stockholders' equity	5,775.2	1,475.7

## RATINGS SUMMARY AS OF DECEMBER 31, 2020

	Moody's	S&P
Corporate	B2	B











## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)**

Respondent certifies that this firm is a SBE or DBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

There are no applicable certificates or licenses relevant for this solicitation.

Please note that Zayo has all of the necessary licensing required to provide the products and services identified in this RFP. Additionally, Zayo regularly reviews all of its certifications and licenses to ensure compliance with industry standards and regulations. Where applicable, specific certificates or licenses, relating to a particular product or service offered by Zayo, can be provided upon request.

***(The rest of this page is intentionally left blank)***



## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes  
☒ No

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. ***Mandatory Contract Performance Disclosure.***

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Zayo's performance for the provision of products and services, that are the same or similar to those to be provided for the Program, has not resulted in any formal claims for breach of contract.

### 2. ***Mandatory Disclosure of Governmental Investigations.***

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Zayo has not been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to its performance of services similar to those described in this RFP.

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ **Yes**

☒ **No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: [Zayo does not intend to authorize dealers, distributors or resellers access to the Master Agreement in the event of a contract award.](#)

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Jason Taylor, hereby certify and affirm that Zayo Group, LLC has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Jason Taylor, hereby certify and affirm that Zayo Group, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Jason Taylor, hereby certify and affirm that Zayo Group, LLC, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

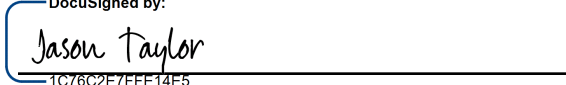
I, Jason Taylor, hereby certify and affirm that Zayo Group, LLC either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Jason Taylor, hereby affirm that this proposal accurately represents the capabilities and qualifications of Zayo Group, LLC, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

DocuSigned by:  
 Authorized Signature: Jason Taylor  
 1C76C2E7FFE14E5...

## PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: 1C76C2E7FFE14E5...

Printed Name: Jason Taylor

Company Name: Zayo Group, LLC

1821 30th Street, Unit A

Mailing Address: Boulder, CO 80301

Email Address: [jason.taylor@zayo.com](mailto:jason.taylor@zayo.com)

Job Title: VP, Sales

***(The rest of this page is intentionally left blank)***

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:

Jason Taylor

Mailing Address:

1821 30th Street, Unit A

Boulder, CO 80301

Signature

DocuSigned by:

Jason Taylor

1C78C2E7FFE14E5...

Title of Signatory:

VP, Sales

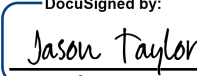
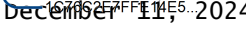
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## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:   
Date:  December 11, 2024

***(The rest of this page is intentionally left blank)***



PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

DocuSigned by:

Signature:

Jason Taylor


Date:

December 11, 2024

(The rest of this page is intentionally left blank)

## PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree?   
(Initials of Authorized Representative)

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.


**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, CCOG will consider the Respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### 1. ***Supplier Partner Violation or Breach of Contract Terms***

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.


The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree?   
(Initials of Authorized Representative)

### 2. ***Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not


exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree?  <sup>DS</sup>  
(Initials of Authorized Representative)

### 3. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.


Does Respondent agree?  <sup>DS</sup>  
(Initials of Authorized Representative)

### 4. **Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.


Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Respondent agree?  <sup>DS</sup>  
(Initials of Authorized Representative)

### 5. **Contract Work Hours and Safety Standards Act**


Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree?   
(Initials of Authorized Representative)

### 6. **Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.


Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree?   
(Initials of Authorized Representative)

### 7. **Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree?   
(Initials of Authorized Representative)

## 8. **Debarment and Suspension**


Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree?   
(Initials of Authorized Representative)


## 9. **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree?   
(Initials of Authorized Representative)


## 10. **Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree?   
(Initials of Authorized Representative)


**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree?   
(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.


Does Respondent agree?   
(Initials of Authorized Representative)

**13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.


"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree?   
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Members**


In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.



Does Respondent agree?    
 (Initials of Authorized Representative)

15. **Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree?    
 (Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:    
 Printed Name: Jason Taylor   
 Company Name: Zayo Group, LLC   
 Mailing Address: 1821 30th Street, Unit A Boulder, CO 80301   
 Job Title: VP, Sales

***(The rest of this page is intentionally left blank)***



## PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

**Please answer the following question. If yes, complete this Proposal Form.**

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input type="checkbox"/> Yes
	<input checked="" type="checkbox"/> No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### 1. **Access to Records**

#### **For All Procurements**

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

### **For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration**

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

## 2. **Changes**

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

## 3. **Use of DHS Seal, Logo, and Flags**

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

## 4. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding**

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency’s contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

## 5. **No Obligation by Federal Government**

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

## 6. **Program Fraud and False or Fraudulent Statements or Related Acts**

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

7. **Affirmative Socioeconomic Steps**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

8. **License and Delivery of Works Subject to Copyright and Data Rights**

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: 

DocuSigned by:

Jason Taylor

1C76C2E7FFE14E5...

Printed Name: Jason Taylor  
Company Name: Zayo Group, LLC  
Mailing Address: 1821 30th Street, Unit A Boulder, CO 80301  
Job Title: VP, Sales

## PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

***Please answer the following question. If yes, please complete this Proposal Form.***

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

### **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

### **AZ compliance with workforce requirements**

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

### **AZ Contractor Employee Work Eligibility**

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal,

state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona)**


For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree?  \_\_\_\_\_  
(Initials of Authorized Representative)

Date: December 12, 2024

*(The rest of this page is intentionally left blank)*

## PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

**Please answer the following question. If yes, complete this Proposal Form.**

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

### **A. Ownership Disclosure Form (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Zayo Group, LLC

Street: 1821 30th Street, Unit A

City, State, Zip Code: Boulder CO, 80301

### **Complete as appropriate:**

I, Click or tap here to enter text. , certify that I am the sole owner of Click or tap here to enter text. , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I, Click or tap here to enter text. , a partner in Click or tap here to enter text. , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I, Eric Cho, an authorized representative of Zayo Group, LLC , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name

Address

Interest

**Zayo Group  
Holdings, Inc**

**1821 30th Street, Unit A  
Boulder CO 80301**

**100%**

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I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:



Date:

**December 12, 2024**

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*(The rest of this page is intentionally left blank)*

**B. Non-Collusion Affidavit**

**Respondent Name:** Zayo Group, LLC  
**Street Address:** 1821 30th Street, Unit A  
**City, State Zip:** Boulder, CO 80301

*State of New Jersey*

*County of Gloucester County*

*I, Eric Cho of the Gaithersburg in the County of Montgomery, State of Maryland of full age, being duly sworn according to law on my oath depose and say that:*

*I am the Principal, Senior Sales Manager of the firm of Zayo Group, LLC the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Authorized signature:

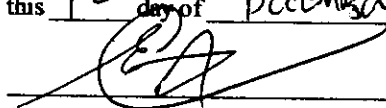


Job Title:

Principal, Senior Sales Manager

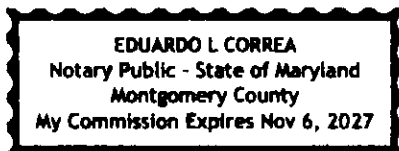
Subscribed and sworn before me

this 12 day of DECEMBER, 2024

  
Notary Public of New Jersey

My commission expires 11/06, 2027

SEAL





**C. Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Zayo Group, LLC.  
Street Address: 1821 30th Street, Unit A  
City, State, Zip Code: Boulder, CO 80301

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

**Suppliers must submit with proposal:**

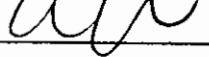
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

☒ *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education*

☐ *Approved Federal or New Jersey Plan – certificate enclosed*

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

Authorized Signature:   
Title of Signatory: Principal, Senior Sales Manager  
Date: December 12, 2024

***P.L. 1995, c. 127 (N.J.A.C. 17:27)***

***MANDATORY AFFIRMATIVE ACTION LANGUAGE***

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

  
\_\_\_\_\_  
Signature of Procurement Agent

*(The rest of this page is intentionally left blank)*

#### **D. C. 271 Political Contribution Disclosure Form**

##### **PUBLIC AGENCY INSTRUCTIONS**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.
  - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:	Zayo Group, LLC		
Address:	1821 30 Street, Unit A		
City:	Boulder	State: CO	Zip: 80301

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Eric Cho

Principal, Senior Sales  
Manager

Signature of Vendor

Printed Name

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	N/A

☐ Check here if the information is continued on subsequent page(s)

## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page of

**Vendor Name:**

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:** N/A

**State:** Governor, and Legislative Leadership Committees

**Legislative District #s:**

**State Senator and two members of the General Assembly per district.**

**County:**

**Freeholders**

**County Clerk**

**Sheriff**

**{County Executive}**

**Surrogate**

**Municipalities (Mayor and members of governing body, regardless of title):**

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**E. Stockholder Disclosure Certification**

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

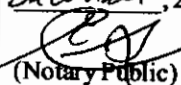
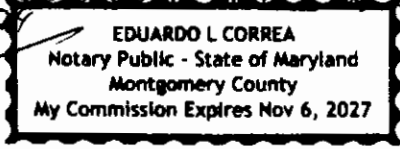
☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: <b>Zayo Group, LLC</b>	Name: Stockholder Name
Home Address: <b>1821 30th Street, Unit A Boulder, CO 80301</b>	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name  Home Address: Home Address	Name: Stockholder Name  Home Address: Home Address
Subscribed and sworn before me this <u>12</u> day of <u>December</u> , 2027  (Notary Public)	
My Commission expires: <u>11/06/2027</u>	_____ (Affiant)  _____ (Print name & title of affiant)  _____ (Corporate Seal)

*(The rest of this page is intentionally left blank)*



## PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☐ We take no exceptions/deviations to the general terms and conditions. (**Note:** If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Zayo takes exception to clause 2.7 Indemnification. Zayo would like to propose the following language:

**Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns ("Indemnified Party") harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney's fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to: (i) any physical damage to tangible property, or personal injury or death caused by the gross negligence or willful misconduct of the Indemnifying Party, or (ii) infringement or misappropriation of such third party's intellectual property right caused by the Indemnifying Party, provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo as an Indemnified Party, for any claims or actions commenced by any third party, including end users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services.

As a reference, Zayo has included a copy of its Master Customer Agreement. Please see Appendix B for details.

Zayo takes exception to clause 2.8 Winning Supplier Insurance. Please see edits below.

**2.8. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. **The required limit may be met with a combination of primary and excess policies** CCOG, Equalis Group, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. ~~All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies.~~ Winning Supplier shall submit to Equalis Group within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**(Note:** Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

## PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

**Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.**

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

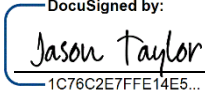
**Redlined copies of this agreement should not be submitted with the response.** Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- ☐ Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement.**
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

## PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Zayo Group, LLC  
 Address 1821 30th Street, Unit A  
 City/State/Zip Boulder, CO, 80301  
 Phone Number 866.364.6033  
 Email Address [jason.taylor@zayo.com](mailto:jason.taylor@zayo.com)  
 Printed Name Jason Taylor  
 Job Title VP, Sales  
 Authorized Signature  1C76C2E7FFE14E5...

### Initial Term of the Master Agreement

Contract Effective Date: March 1, 2025  
 Contract Expiration Date: February 28, 2029  
 Contract Number: COG-2162B

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments,  
 Inc.  
 6001 Cochran Road, Suite 333  
 Cleveland, Ohio 44139

By:   
Seth Cales (Jun 12, 2025 09:37 EDT)

Name: Seth Cales

As: CCOG Board President

Date: Jun 12, 2025

Equalis Group, LLC.  
 5540 Granite Parkway, Suite 200  
 Plano, Texas 75024

By: 

Name: Eric Merkle

As: EVP, Procurement & Operations

Date: Jun 6, 2025









# Agreement - Zayo CCOG (Master) - 2025.03.01

Final Audit Report

2025-06-12

Created:	2025-06-06
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhUplkTvEVa6Gmuz6gERnjUg0hHS0JNZM

## "Agreement - Zayo CCOG (Master) - 2025.03.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
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