REQUEST FOR PROPOSAL

Due Date: December 13, 2019, 5:00 PM PST

Questions: biig-library2020rfp@cenic.org

Address: Email proposals to: biig-library2020rfp@cenic.org

Hard copies are not required but may be sent to:

BIIG-Library RFP, CENIC, 16700 Valley View, Suite 400, La Mirada, CA 90638

Introduction

This Request for Proposal (RFP) is released on behalf of the K12 High Speed Network (K12HSN) and California public libraries in support of CENIC providing quality high-speed broadband connectivity for school sites with inadequate capacity to administer computer-based online assessments and public libraries statewide.

This Request for Proposal solicits responses from qualified service providers for various communications circuits and optional dark fiber segments across California. The physical addresses are provided in the attached exhibits. For the convenience of sorting and evaluation, responses MUST be submitted using the Pricing Worksheets (Exhibits D-1, D-2 and D-3) and responses cannot be in PDF or locked spreadsheets. Supplemental pricing information is acceptable and may be inserted into the Pricing Worksheet or submitted in a separate spreadsheet.

CENIC reserves the right to award all, some, or none of the circuits associated with this RFP. CENIC is acting as a consortium lead for the purposes of seeking proposals and awarding contracts, and will also apply for E-rate and CTF discounts for awarded services on behalf of members of the consortium. Therefore, any bids that are not eligible for E-rate or CTF must be clearly identified as ineligible by the Bidder.

1.0 General Administrative Information

A. E-rate Form 470 and USAC E-rate Productivity Center (EPC). For the purposes of this solicitation, please refer to the FCC Form 470 number 200001194. The Form 470 may be viewed by service providers with an EPC login and search under the “Records” tab “FCC Forms 470” option. For service providers without an EPC login, the Form 470 may be viewed at https://data.usac.org/publicreports/Forms/Form470Rfp/Index.
There is a copy of the RFP submitted with the Form 470 on USAC’s website. However, the original RFP and all prevailing documents, including frequently asked questions, are posted at CENIC’s website at the following URL: http://cenic.org/biig-library2020rfp.

B. Due date. Responses must be received in electronic format via email at biig-library2020rfp@cenic.org by Friday, December 13, 2019, 5:00 P.M. Pacific Standard Time. Upon request by one or more Bidders, CENIC may, at its sole discretion, extend the due date for all circuits or on a circuit-by-circuit basis.

C. Bidders’ Conference. There will be bidders’ conference via Zoom teleconference on Monday, November 4, 2019 at 10:00 AM PST. Participants must register for the conference by utilizing this link https://cenic.zoom.us/meeting/register/e9218164931e7c877510d14dfde9e911 Dial in instructions will be provided upon registration.

Any questions or points of clarification received by CENIC, including those covered in the Bidders’ Conference, will be posted with CENIC responses online at http://cenic.org/biig-library2020rfp.

D. Basis for Award. This RFP is being released for planning purposes. CENIC, school districts, individual schools and libraries may still post their own FCC Forms to qualify for E-rate discounts for any circuit(s) contained in this RFP, or may make some awards directly from proposals received.

It is CENIC’s intent to award contract(s) to the most cost-effective proposals for service; therefore, the lowest pricing for E-rate eligible services will be the primary factor and will be weighted more heavily than any other single factor.

CENIC may also consider other criteria outlined below, and any other criteria that CENIC considers, in its sole judgment, to represent the most cost effective solution, taking into consideration cost, program needs, including time to installation, technical issues and similar factors.

Evaluation Criteria

35% E-rate eligible cost
10% Scalable technology depending on the needs of the network
25% Network design considerations (e.g. wire center diversity and other considerations) and timelines of installation
10% Proposed contract terms and conditions
10% E-rate ineligible costs
10% Prior experience including past performance

E. **Awards.** CENIC may make one award, multiple awards or no award as a result of this solicitation. CENIC’s decision regarding awards is final and not subject to protest.

F. **Vendor costs.** CENIC shall assume no responsibility for vendor costs incurred in developing and submitting a proposal.

G. **Addenda.** CENIC may modify this RFP, its scope, any of its key action dates, or any of its attachments or exhibits, prior to the due date for submission of proposals. Any such addenda will be published on the CENIC website, and when possible, email notification will be sent to all potential bidders known to CENIC.

H. **Questions on the RFP.** Any questions regarding this RFP must be conveyed in writing and will be responded to in writing and added to the Question & Answer exhibit posted online on the CENIC website. Questions should be submitted to the following email address: biig-library2020rfp@cenic.org. Any oral or written statements made by CENIC employees, consultants or others that has not been sent to biig-library2020rfp@cenic.org will not be binding. Bidders are encouraged to review the Questions & Answer exhibit before submitting a question in case it may have been answered already.

I. **Rejection of proposals.** CENIC may reject proposals if, based on CENIC’s sole judgment, the proposals are deemed to be non-responsive in one or more areas.

J. **Negotiation.** CENIC reserves the right to negotiate any aspect of any proposal deemed responsive to this RFP.

K. **Ownership of Proposals.** All proposals become the property of CENIC. CENIC reserves the right to make use of any information or ideas contained in the proposals.

L. **Confidential material.** CENIC is working with other organizations regarding this RFP. The inability to share entire or large portions of proposals may adversely affect the review of proposals and result in a proposal being rejected. As a result, bidders are encouraged to make their entire proposal non-confidential. However, bidders may designate some or all of their proposals confidential. Bidder must notify CENIC of any specific portions of proposals considered confidential or proprietary. CENIC will take reasonable efforts to protect the confidentiality of such material, but makes no
guarantees that such material may be protected. Entire proposals designated as confidential may be rejected as being non-responsive. Please note that as of Funding Year 2015, the Federal Communications Commission (FCC), in promoting new “pricing transparency” measures, has stated that the costs for services with an accompanying FCC Form 471 funding request must be disclosed for the purposes of public consumption on USAC’s website.

M. Evaluation Criteria. With respect to the circuits listed in this RFP, CENIC, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective, end-to-end service offering. Per the Code of Federal Regulations:

§ 54.503 (c)(2)(ii)(B) All proposals submitted for eligible products and services will be carefully considered, with price being the primary factor, and the proposal selected will be for the most cost-effective service offering consistent with § 54.511.

§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all proposals submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.

Therefore, CENIC MAY consider factors beyond price alone in the consideration of proposals.

2.0 Required Administrative Responses

Bidders MUST respond to all required items. Incomplete proposals may, at CENIC’s sole discretion, be considered non-responsive and rejected. Throughout this section and the accompanying appendices, the capitalized words MUST and SHALL are used to indicate requirements that are mandatory and MUST be addressed for a response to be considered complete. The capitalized words MAY and SHOULD are used to indicate desires on CENIC’s part that are not requirements. However, Service Providers are expected to respond to each of these, either by meeting the desire or by providing an alternative approach to meeting the desire. Please note for Exhibit D-3 sites, alternatives will not be entertained, for those sites CENIC is looking for fiber-based solutions only.
A. **Federal and state discounts.** CENIC expects all of the circuits listed in this RFP to be eligible for Federal E-rate and State CTF discounts. All respondents are asked to provide their current USAC Service Provider Identification Number (SPIN), if they have one. It is not required to have a SPIN to submit a response to this RFP; however, the respondent will be required to have a SPIN in place by July 1, 2020, and to complete all requirements for eligibility to participate in the E-rate and CTF Programs by July 1, 2020, or any associated awarded contract will be considered null and void. Additional information and requirements are contained in Exhibit C. Such procedures outlined in Exhibit C may be included in any contract issued as a result of this proposal.

B. **Contract period.** The contract period for awards resulting from this RFP will be from the date a circuit is installed and has been tested and accepted by CENIC, through its contractual termination date. The termination dates may vary according to the type of circuit. Pricing for managed or lit services may be submitted for three (3) or five (5) year terms. Bidders MUST indicate if contract period can be extended for up to 12 months past the end of the initial term with an option to cancel during the extension with no penalty to allow for administrative alignment with fiscal and E-rate cycles. Bidders may submit a proposal on all or any subset of services included in this RFP. If Bidder is currently under contract for services, responses should indicate whether existing contracts are to be used for the services in their proposal, are to be superseded by the new proposal, or if services under such agreements convert to the proposed new agreement at the end of the existing contract period.

C. **Commencement of Billing.** In no case is a service provider allowed to commence billing on a new service until a CENIC representative confirms successful completion of CENIC’s acceptance testing procedure. Furthermore, circuit installation dates are to be coordinated between CENIC and the provider; a provider may not unilaterally establish installation dates. However, for the sake of expediency and to improve the installation timeline, there may be specific cases where payment of one-time, non-recurring costs in advance of circuit installation and possibly outside the E-rate window may be requested by the provider. CENIC will review each request, and may, on a case-by-case basis, and at CENIC’s sole discretion, grant such requests.

D. **Invoices.** Each Bidder will be expected to provide a single, itemized, monthly invoice indicating all of the contracted services unless otherwise requested by CENIC. Invoices should be mailed to:

The Corporation for Education Network Initiatives in California (CENIC)
16700 Valley View, Suite 400, La Mirada, CA 90638
E. **Pricing.** Bidders MUST respond using the RFP Pricing Worksheets (Exhibits D-1, D-2, D-3) and responses cannot be in PDF or locked spreadsheets. Supplemental pricing explanations are acceptable as long as the required Pricing Worksheet is used.

Pricing MUST be expressed in undiscounted rates to CENIC (that is, excluding California Teleconnect Fund (CTF) or Federal E-rate discounts, where applicable). Estimated taxes and surcharges are to be indicated at the top of the worksheet and expressed as a percentage.

1) **Managed or lit data transmission services, including lit fiber:** For the purposes of review and, for determining the potential basis of award, CENIC requests service providers provide pricing in Exhibit D for managed or lit services to be stated in the following manner:
   - Special Construction one-time charge: Per the Federal Communications Commission’s Eligible Services List for Funding Year 2018, special construction is comprised of upfront, non-recurring costs of deployment for new or upgraded facilities, design and engineering, project management, and construction of network facilities. Please identify the one-time charge for these items, if any. Exhibit E has been provided as a reference to illustrate the information required for a USAC E-rate Program Integrity Assurance Review for funding requests for special construction.
   - Other one-time charges: Please also identify any other one-time installation charges, if any. Other one-time installation charges may be comprised of any other one-time costs that do not meet the FCC’s definition of special construction. For example, on premise equipment is not considered to be special constriction.
   - Monthly Recurring charge: Please identify the monthly recurring charge for service for the thirty-six month and/or sixty-month terms.
   - Estimated rate for taxes and surcharges: Please identify the aggregate estimated percentage of taxes and surcharges to be assessed at the top of the form in the left-hand corner.

2) Exhibit **D-3:** With Exhibit D-3 in this RFP, CENIC is seeking bids to provide services jointly to multiple sites within a specified geographic area (grouped by color). Bidders may submit proposals with shared cost for one-time (NRC) for segments of the build in common (i.e., portions of the build that will be shared) to reach all sites within a grouping. Portions of the build that are unique to one site within the grouping must be allocated separately.
Bidders of managed or lit services should propose costs for services on a monthly basis inclusive of all associated co-location costs, and separately show any applicable one-time non-recurring charges.

Special construction costs MUST be separately identified on a per service basis. For the sake of expediency and to improve the installation timeline, there may be specific cases where payment of one-time, non-recurring costs, in advance of circuit installation and possibly outside the E-rate window, may be requested by the provider. CENIC will review each request, and may, on a case-by-case basis, and at CENIC’s sole discretion, grant such requests.

CENIC WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE BIDDER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site shall be determined by CENIC and/or its customers. All cost proposals MUST include pricing to install services to the MPOE and extension to Demarcation point.

If special construction costs are not specified or are specified as zero dollars, the Bidder will be responsible for construction up to the MPOE and extension to the Demarcation point at each site as determined by CENIC and/or its customer at no cost to CENIC. There are many service segments and pricing alternatives being requested. It is the responsibility of each responding Bidder to ensure that correct pricing has been input to the pricing worksheets, and that correct information as to discounts has been entered. This information will be used extensively in evaluating responses and awarding service contracts. CENIC relies on each Bidder to provide information that is free from errors or omissions. Once submitted, Bidders will be held responsible to provide service at the prices proposed and quoted. All services eligible for federal or state discounts MUST be expressed in rates before CTF or E-rate discounts including all estimated taxes and surcharges. Optional pricing for annual pre-payment or multi-year pre-payments may be considered by CENIC.

E. Contract Supersedure, Assignment & Successors. CENIC reserves the right, during the term of the agreements, to assign services under these agreements to a public educational entity or library in California or to any successor organization of CENIC. In the event of such an assignment, CENIC will supply a 30-day formal notice of intent to transfer financial responsibility to the responsible Bidder. At the end of the 30-day period, the Bidder SHALL change their records and commence billing as instructed in the notice of transfer. In all other respects, the agreement for service and the terms of this RFP SHALL remain intact, and continue through the original term of the circuit agreement for both CENIC and any superseding entity(ies). Therefore, it is agreed that
the terms in this RFP that relate to CENIC will also be applicable to superseding entity(ies). This item is non-negotiable and Bidders MUST agree to be considered responsive.

For sites listed on Exhibit D-3 CENIC reserves the right to create the Transfer of Service Agreement and require signatures upon award of services to ensure efficient transfer. It is expected that services will be superseded to public educational entities 6 to 18 months after services are installed. Therefore, bidders WILL be required to accept Transfer of Service Agreements created by CENIC and signed months in advance of the actual transfer date.

**F. Early Termination Liability.** Any contract resulting from this RFP MAY include an Early Termination Liability provision for any awarded service during the life of the contract. Early Termination Liability is defined as the amount due and payable should CENIC, its assigns or successors, disconnect any service segments prior to the expiration of the term of service. Any early termination liability MUST be specified in all proposal responses and under no circumstances may they exceed the remaining amount due and payable.

Early Termination liability shall not apply to any service disconnect resulting from conditions specified in the contract’s terms and conditions, including: financial hardship, discontinuance of funding available to CENIC, lack of E-rate or CTF discounts, or in the event of upgrading services.

**G. Time is of the Essence.** CENIC anticipates that any services awarded through this RFP shall be delivered and operational within the next fiscal year: July 1, 2020 through June 30, 2021. Bidders MUST provide an estimated timeline for installation of the services. Bidder's response MUST indicate in their respective pricing sheets the number of days (in calendar days) required to install the service(s) proposed. If Bidder estimates service will take 120 days or more to deliver from date of order, and/or in cases where there is significant special construction involved, Bidder MUST include a reasonable explanation for the longer time required for service delivery.

The FCC’s Second Modernization Order outlines the conditions where E-rate applicants may request a single one-time extension for special construction. Any Bidders of special construction MUST submit proposals with the understanding that no extensions of implementation will be allowed beyond June 30, 2022.

The above notwithstanding, all circuits listed in this RFP are subject to required approvals. CENIC reserves the right to terminate any circuit awarded without penalty
should it not be approved. Bidders MUST agree that they shall not begin any work, nor invoice CENIC for any costs, until such time that CENIC provides written confirmation of approval. This item is non-negotiable and Bidders MUST agree to be considered responsive.

H. **Failure to Perform.** Upon placement of a contract and/or service order, Bidders MUST confirm their installation timeline within thirty (30) days. If the timeline is found to be considerably longer than what was specified in the proposal, or if the installation timeline is not confirmed within thirty (30) days of placing the contract or service order, CENIC reserves the right to cancel the contract or service order without penalty due to non-performance. CENIC shall not be held responsible for any early termination penalties should the contract be terminated under these conditions.

If the contract is terminated due to non-performance, CENIC may award the contract to the Bidder that scores second in the evaluation process, or may repeat the proposal process for the service. This item is non-negotiable and Bidders MUST agree to be considered responsive.

I. **Invoices.** Each Bidder will be expected to provide a single, itemized, monthly invoice indicating all of the contracted services unless otherwise requested by CENIC. Invoices should be mailed to:

The Corporation for Education Network Initiatives in California (CENIC)
16700 Valley View, Suite 400, La Mirada, CA 90638

J. **Open Records.** All information provided to CENIC in response to this RFP, or under an agreement or contract between CENIC and the successful Bidder, may be subject to release, inspection, or disclosure upon request. The successful Bidder acknowledges that all pricing and technology infrastructure information in its contract shall be considered as public and non-confidential pursuant to CFR Part 54 Section 504 (2)(i)(ii).

K. **Terms and Conditions.** Any Bidder who does not have a current contract with CENIC MUST provide Terms and Conditions in the form of a contract as part of the response. Contracts MUST be provided as Word documents and cannot be locked to editing. The Terms and Conditions proposed MUST include all relevant terms from this RFP. All proposed Terms and Conditions will be subject to CENIC’s approval and subject to negotiation before acceptance. Bidders who have current contracts with CENIC MUST be willing and able to amend existing contracts to conform with the terms specified in this RFP.
The approval process to commit funds for projects of this type can be lengthy. Therefore, any contract resulting from an award of services MUST include the following clause:

All circuits or services listed in this contract are subject to required approvals. CENIC reserves the right to terminate any circuit or service listed without penalty should it not be approved. Provider shall not begin any work, nor invoice CENIC for any costs until such time that CENIC provides written confirmation of approval.

M. **Qualifications.** Bidders MUST demonstrate their ability and capacity to implement the services proposed.

N. **References.** Proposals will be judged in part on the bidder’s experience installing services similar to those proposed, on schedules similar to those proposed. Bidders may include references, with name and contact number, for three (3) such organizations.

O. **Non-Disclosure Agreement.** Bidders interested in responding to this RFP MUST submit a signed Non-disclosure Agreement (NDA) or have an existing NDA on file with CENIC. The signed NDA (Exhibit A) MUST be submitted to biig-library2020rfp@cenic.org. Upon receipt of a signed Exhibit A, a list of aggregation hub site (Exhibit B) addresses will be provided.

If a Bidder believes they have executed an NDA with CENIC they should email biig-library2020rfp@cenic.org with this information. Upon confirmation by CENIC of an existing and valid NDA, the list of aggregation hub site addresses (Exhibit B) will be provided to that Bidder.

3.0 **Required Technical Responses**

Bidders MUST respond to and acknowledge all required items. Incomplete proposals may, at CENIC’s sole discretion, be considered non-responsive and rejected. Throughout this section and the accompanying appendices, the capitalized words MUST and SHALL are used to indicate requirements that are mandatory and MUST be addressed for a response to be considered complete. The capitalized words MAY and SHOULD are used to indicate desires on CENIC’s part that are not requirements.
However, Service Providers are expected to respond to each of these, either by meeting the desire or by providing an alternative approach to meeting the desire. Please note for Exhibit D-3 sites, alternatives will not be entertained, for those sites CENIC is seeking fiber-based solutions only.

A. **Description of service requirements.** Broadband services SHALL consist of one of the following or equivalent: (1) Metro Ethernet service (MEF standards compliant) at CIRs of 100 or 1,000 Mb/s (or others as requested), (2) dedicated lit DWDM-based or direct-fiber-based point-to-point Gigabit (1,000 Mb/s), (3) dedicated lit DWDM-based or direct-fiber-based 10 Gigabit (10,000 Mb/s), (4) dedicated lit DWDM-based or direct-fiber-based 4 x10 Gigabit (40,000 Mb/s) or (5) dedicated lit DWDM-based or direct-fiber-based 100 Gigabit (true 100GE not 10x10GE) (100,000Mb/s), or (6) a pair of single mode dark fibers (Optional), connecting each site to the specified location.

Bidders MAY propose lit DWDM-based connections, lit direct-fiber-based point-to-point connections OR shared connections such as Metro-Ethernet (MEF standards compliant) services, but MUST clearly identify whether the services proposed are shared/Metro-Ethernet services or DWDM/fiber-based point-to-point connections.

Any Bidder wishing to propose both DWDM/fiber-based point-to-point connections and shared/Metro-Ethernet connections for a specific A and Z location will need to complete two separate Pricing Worksheets (Exhibit D). Shared/Metro-Ethernet services MUST NOT be oversubscribed and the appropriate service level agreement for the service MUST be provided, including acceptable loss/latency/jitter thresholds. Where Metro-Ethernet (MEF standards compliant) services are being proposed, such services MUST provide transparent support of customer VLAN tags from CE to CE (i.e. EPL, ELAN and E-Tree based services, but **NOT EVPL, EV-LAN or EV-Tree based services**).

Due to the increased risk of natural disasters, it has become a priority to perform a best effort in acquiring as near as complete diversity for the various segments in the statewide network. Where diversity is requested, bidders should consider paths that do not share central facilities vulnerable to natural disasters. CENIC understands that complete diversity may not be attainable; however, bidders should address how they can provide path diversity and wire center diversity for the segments identified in Exhibits D-1, D-2 and D-3, where appropriate.

Exhibits D-1, D-2, and D-3 list the A and Z locations, as well as desired bandwidths, for which E-rate eligible pricing and solutions are requested. CENIC may choose to order multiple circuits of requested bandwidths in order to meet the growing bandwidth needs.
of the network. If discounts are available for ordering multiple circuits, please indicate the discounted rates under the Multiple 1 Gbps and Multiple 10 Gbps sections in Exhibits D-1, D-2, and D-3.

Bidders MUST meet all requirements noted in Exhibit C. The Bidder SHALL install only sufficient equipment necessary to provide the CENIC requested services at any given location. Equipment will be installed in a workman-like manner. All cables and external connections will be attached or secured in accordance with industry standard practices. The Bidder will remove all waste or unused installation material from the site, at the conclusion of the installation.

B. **Service Documentation.** For each distinct service proposal, Bidders MUST supply a copy of, or link to, any applicable documentation detailing Bidder’s requirements for customer readiness, including requirements for space/power/HVAC for customer premise equipment, customer-provided conduit, and any similar “room ready” requirements.

C. **Adoption of New Technologies.** CENIC reserves the right to substitute, without financial penalty, the functional equivalent of existing services as new technologies emerge. Bidders SHOULD address how new technologies and services will be handled within the terms of the contract during the life of the agreement. While CENIC is willing to enter into a multiple year agreement, it is CENIC’s expectation that such an agreement will permit the adoption of new technologies without penalty during the life of the agreement.

D. **Optional Services.** Bidders are permitted to propose optional services not specifically requested by CENIC as part of this RFP, however CENIC shall be under no obligation to consider, nor adopt, any such services.

E. **Upgrades.** Following installation of any awarded service, and during the term of that service, including those ordered on multiple year terms, the Bidder agrees that CENIC SHALL have the right to upgrade the existing service to a higher bandwidth service without incurring termination liability, as defined below, and without modifying the term of the initial contract. In the event that CENIC elects to upgrade an existing service, Bidder shall have the first option to provide that service at a cost that reflects, in CENIC’s sole discretion, a fair market price. If, upon receipt of a formal written request to upgrade a service, the Bidder is unable, for whatever reason, to provide the upgrade, CENIC reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the higher bandwidth service. In such instance,
CENIC will provide the existing Bidder with evidence of the change, and will not be subject to any early termination liability.

If the Bidder is able to provide service but only at a cost that is in excess of what CENIC, in its sole discretion, considers a fair market price, CENIC reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the upgrade at a fair market price. CENIC will provide the existing Bidder with evidence of the change, and will not be subject to any early termination liability.

F. **Relocations.** Following the award of service, and during the term of that service, including those ordered on multiple year terms, the Bidder agrees that CENIC shall have the right to relocate the existing service to different A or Z locations, without incurring any early termination liability, as defined below, and without modifying the term of the initial contract. In the event that CENIC elects to relocate an existing service, Bidder shall have the first option to provide that service at a cost that reflects, in CENIC's sole discretion, a fair market price. If, upon receipt of a formal written request to relocate a service, the Bidder is unable, for whatever reason, to provide the relocation, CENIC reserves the right to cancel the existing service, and to request proposals from other service providers who can provide the relocated service. In such instance, CENIC will provide the existing Bidder with evidence of the change, and will not be subject to any early termination liability.

If the Bidder is able to provide service but only at a cost that is in excess of what CENIC, in its sole discretion, considers a fair market price, CENIC reserves the right to request proposals from other Bidders who can provide the additional service at a fair market price.

G. **Additions.** CENIC would prefer a master service agreement that allows for the addition of services without modifying the terms of the initial contract. In the event that CENIC elects to add a service, Bidder shall have the first option to provide that service at a cost that reflects, in CENIC's sole discretion, a fair market price.

If the Bidder is able to provide service but only at a cost that is in excess of what CENIC, in its sole discretion, considers a fair market price, CENIC reserves the right to request proposals from other Bidders who can provide the additional service at a fair market price.
H. **Response time and Outages.** Any contract resulting from this RFP MUST include a Service Level Agreement (SLA) documenting how outages are handled, including response times. Bidders should include the SLA with their proposal and it should include the following:

a. The Bidder SHALL respond to a trouble report within one (1) hour of the initial report. The response may include the start of Network Management Center diagnostic efforts, or on-site presence of Bidder technicians. Within two (2) hours of the initial trouble report, the Bidder shall communicate with the CENIC NOC with periodic reports consisting of status and estimated time to repair.

b. The CENIC NOC will assist the Bidder in joint testing and coordination to effectuate repairs at the earliest possible time. Outages of services shall fall into two categories. Planned outages represent service downtime for which the Bidder has given five (5) business days’ notice of an anticipated outage to CENIC.

c. Upon approval, the Bidder will be allowed one (1) hour per month per service for planned preventative maintenance, equipment change-outs, or service grooming, without incurring outage credits. The allotted time per service, per month is not cumulative. Outage time not used in the current month is not carried forward to future months. Planned outages shall be scheduled during normal maintenance windows of midnight to 6am local time. An unplanned outage, through no cause of CENIC, is defined as the service being unavailable for use and would not include conditions caused by Force Majeure or otherwise beyond the control of Bidder. An outage of this type, or the amount of time a planned outage exceeds the maximum 1-hour duration, shall result in “outage credits” being incurred by Bidder.

d. Outage credits shall consist of three times the monthly rate of the affected service divided by 43,200 multiplied by the minutes a service is unavailable for use. The duration of minutes shall consist of the recorded time between the trouble report delivered to the Bidder, and the time the Bidder reports the trouble is fixed.

4.0 **Table of Exhibits**

Exhibit A: NDA
Exhibit B: CalREN Aggregation Hub Site Locations *(provided upon confirmation of NDA completion)*
Exhibit C: Reporting Requirements for Federal and State Discounts
Exhibit D-1: BIIG Circuit Pricing Worksheet
Exhibit D-2: Library Circuit Pricing Worksheet
Exhibit D-3: Geographic Pairings Pricing Worksheet
Exhibit E: Required Information for Special Construction for USAC Program Integrity Review provided for reference only at this time.