

# REQUEST FOR PROPOSAL

**Due Date:** Thursday, January 5, 2023, 5:00pm PST

**Questions:** [BIGyear3RFP@cenic.org](mailto:BIGyear3RFP@cenic.org)

**Address:** Email proposals to: [BIGyear3RFP@cenic.org](mailto:BIGyear3RFP@cenic.org)

**Hard copies are not required but may be sent to:**

**2023 BIG RFP, CENIC, 16700 Valley View, Suite 400, La Mirada, CA 90638**

## Introduction

This Request for Proposals (RFP) is released on behalf of the California Department of Education (CDE) by the Corporation for Education Network Initiatives in California (CENIC) to identify external broadband connectivity solutions that provide fiber broadband connectivity to the most poorly connected school sites to allow digital learning opportunities for pupils.

This Request for Proposals solicits responses from qualified service providers for leased lit fiber circuits across California. The physical addresses are provided in the attached Exhibit D. ***Please note that there are three groups of sites, each contained in its own separate tab, within the worksheet. Please review and provide bids in all three tabs in Exhibit D.*** For the convenience of sorting and evaluation, responses MUST be submitted using the Pricing Worksheet (Exhibit D) 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.

## 1.0 General Administrative Information

A. **E-rate Form 470 and USAC E-rate Productivity Center (EPC).** For the purposes of this solicitation, the FCC Form 470 number is **230007825**. The Form 470 may be viewed by service providers with an EPC login and searching 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 on CENIC's website at the following URL:

<https://cenic.org/publications/BIGyear3rfp>.

**B. Due date.** Responses must be received in electronic format via email at **BIGyear3RFP@cenic.org** by **Thursday, January 5, 2023, 5:00pm PST**. Upon request by one or more proposers, CENIC may, at its sole discretion, extend the due date for responses on all circuits or on a circuit-by-circuit basis.

Any questions or points of clarification received by CENIC will be answered and posted online at <https://cenic.org/publications/BIGyear3rfp>.

**C. Basis for Award.** It is the intent to award contract(s) to the most cost-effective proposals for service, and CENIC reserves the right to award contract(s) based solely upon the lowest price of E-rate eligible services.

CENIC may also consider other criteria outlined below, and what CENIC considers, in its sole judgment, represents the best value, taking into consideration cost, and program needs, including time to install, technical issues, and similar factors.

#### **Evaluation Criteria**

35% E-rate eligible cost

20% Network design considerations (e.g. wire center diversity, technologies used, timeline for installation, etc.)

10% Payment Terms

10% Proposed contract terms and conditions

10% E-rate ineligible costs

15% Prior experience including past performance

**D. 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.

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

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

**G. Questions on the RFP.** Any questions on the 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 e-mail address: **BIGyear3RFP@cenic.org**. Any oral statements made by CENIC employees, consultants, or others will not be binding. Proposers are encouraged to review the Question & Answer exhibit before submitting a question in case it may have been answered already.

**H. Rejection of proposals.** CENIC may reject proposals if, based on CENIC's sole judgment, the proposals are deemed to be non-responsive. Funding for the BIG project is limited to fiber-based solutions; therefore proposals for alternate, non-fiber solutions will be deemed non-responsive and will be rejected.

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

**J. 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.

**K. 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, proposers are encouraged to make their entire proposal non-confidential. However, proposers may designate some or all of their proposals confidential. Proposers 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.

**L. Evaluation Criteria.** With respect to the circuits, and in compliance with Federal Communications Commission (FCC) rules, CENIC will award to the vendor(s) providing the most cost-effective, end-to-end service offering(s). 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) Except as exempted in § 54.503(e), in selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids 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**

Proposers 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. **For the avoidance of doubt, CENIC expects responses at minimum for the following sections: 2B, C, D, E, F, G, H, and J. Failure to provide responses to these sections will be deemed acceptance of CENIC terms and shall not be subject to negotiation.**

**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, as well as CTF eligibility, by July 1, 2023, 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.

Pricing for leased lit fiber may be submitted for five (5) year terms. Proposers MUST indicate if the five (5) year contract period can be extended either on a month-to-month basis or for additional 12-month terms for up to five (5) years past the end of the initial term with an option to cancel during any extension period(s) with no termination penalty to allow for administrative alignment with fiscal and E-rate cycles and no increase to pricing.

Proposers may submit a proposal on all or any subset of services included in this RFP. If Proposer 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 the 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. Non-recurring/Special Construction costs MAY NOT be billed until after circuit installation is complete and CENIC has verified installation. If proposers are unable to accept this term, proposers MUST provide an alternate proposal for billing and payment of non-recurring costs. Alternative payment plans are not guaranteed to be accepted and CENIC reserves the right to negotiate payment terms.

**D. Invoices.** Each Proposer 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:

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

**E. Pricing.** Proposers MUST respond using the RFP Pricing Worksheet (Exhibit D) 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.

There are many service segments and pricing alternatives being requested. It is the responsibility of each responding Proposer to ensure that correct pricing has been input into 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 Proposer to provide information that is free from errors or omissions. Once submitted, Proposers 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. Optional pricing for annual pre-payment or multi-year pre-payments may be proposed for consideration by CENIC.

For the purposes of review and, for determining the potential basis of award, CENIC requests service providers provide pricing in Exhibit D for leased lit fiber to be stated in the following manner and to provide pricing for both options listed:

**5-year pricing with the option to extend on a month-to-month basis or for up to five (5) consecutive one (1) year periods at the same, or lower, price.**

- Special Construction one-time charge: Per the Federal Communications Commission's Eligible Services List for Funding Year 2022, 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 construction.
- Monthly Recurring charge: Please identify the monthly recurring charge for service for the sixty-month term and subsequent month-to-month service or five additional one-year extension period(s).
- 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.

Proposers 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. Non-recurring/Special Construction costs MAY NOT be billed until after circuit installation is complete and CENIC has verified installation. If proposers are unable to accept this term, proposers MUST provide an alternate proposal for billing and payment of non-recurring costs. CENIC WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER 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 Proposer 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.

**F. 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 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 Proposer. At the end of the 30-day period, the Proposer 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 Proposers MUST agree to be considered responsive.

**G. 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.

**H. Time is of Essence.** Due to the rapid escalation of bandwidth use by K12 schools in California, CENIC anticipates that any contracts awarded within this RFP shall be operational within the next fiscal year: July 1, 2023, through June 30, 2024. Proposers MUST provide a reasonably accurate timeline for installation of the services. Proposer's response MUST indicate, **in calendar days**, the number of days required to install the service(s) proposal in their respective pricing sheets. In CENIC's experience, 60-120 days from the date of order is a reasonable timeframe for installation. In cases

where there is significant special construction involved, CENIC acknowledges that additional time may be required, but expects the proposers to provide reasonably accurate timelines inclusive of time required for special construction.

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. Proposers MUST agree that they shall not begin any work, nor invoice CENIC for any non-recurring costs until such time that CENIC provides written confirmation of approval and acceptance of a non-recurring costs payment schedule. In addition, non-recurring/special construction costs MAY NOT be billed until after circuit installation is complete and CENIC has verified installation unless an alternative payment plan has been confirmed via contract.

The FCC's Second Modernization Order outlines the conditions where E-rate applicants may request a single one-time extension for special construction. Any proposers of special construction MUST submit proposals with the understanding that no extensions of implementation will be allowed beyond June 30, 2025.

**I. Failure to Perform.** Upon placement of a contract and/or service order, Proposers MUST confirm their installation timeline within thirty (30) days. If the timeline is found to be considerably longer than what was proposed in the proposal, CENIC reserves the right to cancel the service order or contract 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 proposer that scores second in the evaluation process or may repeat the proposal process for the service.

**J. Open Records.** All information provided to CENIC in response to this RFP, or under an agreement or contract between CENIC and the successful proposer, may be subject to release, inspection, or disclosure upon request. The successful proposer 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 (a)(2)(i)(ii).

**K. Terms and Conditions.** Proposers 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 negotiations before acceptance.



**L. Qualifications.** Proposers **MUST** demonstrate their ability and capacity to implement the services proposed.

**M. References.** Proposals will be judged in part on their experience installing services similar to those proposed, on schedules similar to those proposed. Proposers may include references, with name and contact number, for three (3) such organizations.

### **3.0 Required Technical Responses**

Proposers **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. For the avoidance of doubt, CENIC expects responses to all of the following sections. Failure to provide responses to these sections will be deemed acceptance of CENIC terms and shall not be subject to negotiation.

**A. Description of service requirements.** Broadband services **SHALL** consist of one of the following or equivalent: (1) Metro Ethernet lit fiber service (MEF standards compliant) at CIRs of 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).

Proposers **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 proposer 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**).

Proposers MUST meet all requirements noted in Exhibit C. The Proposer 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 Proposer 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, Proposers MUST supply a copy of, or link to, any applicable documentation detailing Proposer's requirements for customer readiness, including requirements for space/power/HVAC for customer premise equipment, customer-provided conduit, and any similar "room ready" requirements.

Every service provider MAY submit a service layout record, also known as a design layout record, within thirty (30) days of CENIC's acceptance testing procedure, which MAY include fiber distances between end locations and major intermediate sites.

**C. Adoption of New Technologies.** CENIC reserves the right to substitute, without financial penalty, the functional equivalent of existing services as new technologies emerge. Proposers 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.** Proposers 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 Proposer 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. If, upon receipt of a formal written request to upgrade a service, the Proposer 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 an instance, CENIC will provide the existing Proposer with evidence of the change, and will not be subject to any early termination liability.

If the Proposer 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 Proposer 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 Proposer 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, Proposer 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 Proposer 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 Proposer with evidence of the change, and will not be subject to any early termination liability.

If the Proposer 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 relocated service at a fair market price. CENIC will provide the existing Proposer with evidence of the change, and will not be subject to any early termination liability.

**G. Additions.** CENIC would prefer a master service agreement that allows for the addition of services without modifying the terms of the initial contract.

If the Proposer 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 Proposers 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. Proposers should include the SLA with their proposal and it should include the following:

a. The Proposer 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 the on-site presence of Proposer technicians. Within two (2) hours of the initial trouble report, the Proposer shall communicate with the CENIC NOC with periodic reports consisting of status and estimated time to repair.

b. The CENIC NOC will assist the Proposer 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 Proposer has given five (5) business days' notice of an anticipated outage to CENIC.

c. Upon approval, the Proposer 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 6 am 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 the Proposer. 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 Proposer.

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 Proposer, and the time the Proposer reports the trouble is fixed.

#### **4.0 Table of Exhibits**

Exhibit C: Reporting Requirements for Federal and State Discounts

Exhibit D: Circuit Pricing Worksheets

Exhibit E: Required Information for Special Construction for USAC Program Integrity Review provided for reference only at this time.