

## Request for Proposal

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**Due Date: Wednesday, July 6, 2022, 5:00pm PDT**

**Questions: [ucanr2022rfp@cenic.org](mailto:ucanr2022rfp@cenic.org)**

**Address:     Email proposals to:  
                  [ucanr2022circuitrfp@cenic.org](mailto:ucanr2022circuitrfp@cenic.org)**

This Request for Proposal solicits responses from qualified Bidders for various communications circuits and optional dark fiber segments across California. The physical addresses for all sites are provided in the attached exhibits.

### **1.0 General Information**

#### **A. Due date**

Responses must be received in electronic format via email at [ucanr2circuitrfp@cenic.org](mailto:ucanr2circuitrfp@cenic.org) **by 5:00 P.M. PDT on Wednesday, July 6, 2022.**

#### **B. Bidders' Conference**

No Bidder's conference will be scheduled. Any questions or points of clarification received by CENIC will be added to a Question & Answer exhibit posted online at <https://cenic.org/publications/ucanr2022rfp>.

#### **C. Basis for Award**

CENIC will award a contract to the Bidder(s) whose response, in CENIC's sole judgment, represents the best value considering program needs, technical issues, cost and other factors. CENIC may waive any immaterial deviation in a proposal.

#### **D. Awards**

CENIC may make more than one award or may make no award as a result of this solicitation. The decision to make no award, to make one award, or to make more than one award is final. There is no protest.

#### **E. Vendor costs**

CENIC shall assume no responsibility for vendor costs incurred in developing a proposal.

**F. Modifications**

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 modification will be published on the CENIC website, and email notification will be sent to all potential participants known to CENIC.

**G. Questions on the RFP**

Any questions on the RFP must be conveyed in writing to [ucanr2022rfp@cenic.org](mailto:ucanr2022rfp@cenic.org) and will be responded to in writing and added to the Question & Answer exhibit posted online. Any oral statements made by CENIC employees, consultants or others will not be binding.

**H. Rejection of proposals**

CENIC may reject proposals if conditional or incomplete.

**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**

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.

**2.0 Required Administrative Responses**

Bidders MUST respond to all required items. Incomplete bids are subject to rejection. 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.

**A. Cover Letter**

Responding Bidders SHALL provide a cover letter that includes a brief statement of intent to provide the Services, qualifications for selection and signature by an authorized officer of the firm who has legal authority in such transactions. Unsigned proposals shall

be rejected. Include Bidder's name, address, telephone number and the name(s) of authorized representative(s).

In addition, Bidder's cover letter SHALL expressly state that, should the Bidder's proposal be accepted, the Bidder agrees to enter into an Agreement under the terms and conditions as prescribed in this RFP.

#### **B. Financial Statements**

Bidder SHALL submit audited financial statements for the two most recent year-ends, a Form 10K for the most recent year-end (if available), and the most recent annual reports. The financial statement SHALL demonstrate that the Bidder currently has the necessary financial strength and capacity to perform the services required in this RFP and being proposed. This information should be provided for each corporation or other independent business entity that is a contractor or Sub-contractor on any Bidder team. CENIC shall maintain the confidentiality of financial statements for non-publicly held businesses, if requested to do so at the time of submission.

Bidders who have submitted this information in response to a previous CENIC RFP within the last 180 days MAY omit this information, if the previously provided information remains valid. In this case bidders MUST indicate when the information was previously sent (for example, "This information was provided in our response to the 2021 K12 Node RFP").

#### **C. Bankruptcy and Insolvency**

Bidder MUST provide a statement certifying that no member of the Bidder team (Bidder, Bidder subsidiaries or sub-Bidder) has declared bankruptcy or filed for protection under any of the bankruptcy or insolvency statutes within the past two (2) years.

Bidders who have submitted this information in response to a previous CENIC RFP within the last 180 days MAY omit this information, if the previously provided information remains valid. In this case bidders MUST indicate when the information was previously sent (for example, "This information was provided in our response to the 2021 K12 Node RFP").

#### **D. Qualifications and Experience**

Prior to award of the contract, CENIC must be assured that the Bidder selected has all of the resources required to perform successfully under the contract. This includes, but is not limited to: personnel in the numbers and with the skills required; financial resources sufficient to complete performance under the Agreement; and, experience in similar endeavors. If, during the evaluation process, CENIC, by its sole judgment, is unable to confirm the Bidder's ability to perform under the Agreement, if awarded, CENIC may request additional information that CENIC deems necessary to validate the Bidder's competency in meeting contractual responsibilities.

### **E. Lawsuits**

The Bidder SHALL provide a statement informing CENIC of any current or pending lawsuits that may impact this project.

Bidders who have submitted this information in response to a previous CENIC RFP within the last 180 days MAY omit this information, if the previously provided information remains valid. In this case bidders MUST indicate when the information was previously sent (for example, "This information was provided in our response to the 2021 K12 Node RFP").

### **F. Non-Disclosure**

Bidders interested in responding to this RFP MUST submit a signed Non-disclosure Agreement (NDA) or have an existing signed NDA on file with CENIC. The signed NDA (Exhibit A) or an email detailing an already existing NDA on file must be submitted to [ucanr2022circuitrfp@cenic.org](mailto:ucanr2022circuitrfp@cenic.org). Upon receipt of a signed Exhibit A or confirmation of an existing current NDA, a list of aggregation hub site addresses (Exhibit B) will be provided.

## **3.0 Required Technical Responses**

Bidders MUST respond to all required items. Incomplete bids are subject to rejection. 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.

### **A. Contract period**

The contract period for awards resulting from this RFP will be from the date a circuit is installed through its contractual termination date. The termination dates may vary according to the type of circuit. Pricing may be submitted for three (3) or five (5) year terms. Bidders may bid on all or any subset of circuits included in this RFP. If Bidder is currently under contract with CENIC for circuits, responses should indicate whether existing contracts are to be used for the circuits to be bid, are to be superseded by the new proposal, or if circuits under such agreements convert to the proposed new agreement at the end of the existing contract period. CENIC may choose to adopt a later start date for circuits included in any proposal in order to fulfill commitments on current contracts. When mutually agreed upon, CENIC will consider contracts with one or more annual contract extensions beyond the basic term.

## **B. Commencement of Billing**

In no case is a Bidder allowed to commence billing on a new circuit until a CENIC representative confirms successful completion of CENIC's acceptance testing procedure.

## **C. Circuit design documentation**

Every Bidder MUST submit a circuit layout record, also known as a design layout record, within thirty (30) days of circuit acceptance, which must include fiber distances between end locations and major intermediate sites.

## **D. 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.

## **E. Upgrades and Relocations**

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

## **F. Additions**

Due to the possibility of changes and/or additions of A or Z locations being served and topography of its network, CENIC will consider (and would prefer) a master service agreement that would allow for the addition of circuits without modifying the terms of the initial contract. In the event that CENIC elects to add a circuit, Bidder shall have the first option to provide that circuit 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 bids from other Bidders who can provide the additional circuit at a fair market price.

### **G. Early Termination Liability**

Any contract resulting from this RFP may include an Early Termination Liability provision for any awarded circuit 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 circuit segments prior to the expiration of the term of service. Any early termination liability MUST be specified in all bid responses and under no circumstances can exceed the remaining amount due and payable.

### **H. Response time and Outages**

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. The CENIC NOC will assist the Bidder in joint testing and coordination to effectuate repairs at the earliest possible time. Outages of circuits shall fall into two categories. Planned outages represent circuit downtime for which the Bidder has given five (5) business days' notice of an anticipated outage to CENIC. Upon approval, the Bidder will be allowed one (1) hour per month per circuit for planned preventative maintenance, equipment change-outs, or circuit grooming, without incurring outage credits. The allotted time per circuit, 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 causes of CENIC, is defined as the circuit 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. Outage credits shall consist of three times the monthly rate of the affected circuit divided by 43,200, multiplied by the minutes a circuit 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.

### **I. Optional Services**

Bidders are encouraged 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.

### **J. Terms and Conditions**

Bidders SHOULD propose Terms and Conditions as part of the response. The Terms and Conditions proposed SHALL 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.

### **K. Qualifications**

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

### **L. References**

Bids will be judged in part on their experience installing circuits similar to those bid, on schedules similar to those proposed. Bidders MAY include references, with name and contact number, for three (3) such organizations.

### **M. Pricing**

Bidders should propose costs for circuits on a monthly basis inclusive of all associated collocation and cross-connect costs, and separately show any applicable one-time non-recurring charges. Special construction costs must be separately identified on a per circuit basis. 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. For circuits that are to terminate in facilities where CENIC leases space from collocation providers, bidders must include the cost of any cross-connections from the public space to the CENIC space into their pricing. This requirement applies to both managed services and dark fiber.

Reduced pricing for annual pre-payment or multi-year pre-payments may be submitted and will be considered.

Pricing for dark fiber can be expressed in either ten (10) or twenty (20) year Indefeasible Right of Use (IRU) terms and must include the one-time and annual Operations & Maintenance (O&M) costs. Fiber test results, containing at a minimum bi-directional OTDR and optical power loss readings at both 1310nm and 1550nm must be provided within five (5) days of service delivery. This testing should be end-to-end including any fiber extension built for the handoff of service at either end.

Bidders are free, as an optional add-on to their response, to propose “bundled” options whereby CENIC would receive advantageous pricing in exchange for awarding multiple circuits. However, CENIC wishes to receive unbundled pricing for each circuit considered separately.

Bidders MUST respond using the RFP Pricing Worksheet (Exhibit C) and responses MUST NOT be in PDF or locked spreadsheets. Supplemental pricing explanations are acceptable as long as the required Pricing Worksheet is used.



## **N. Invoices**

Each Bidder will be expected to provide a single, itemized, monthly invoice indicating all of the contracted circuits unless otherwise requested by CENIC. Circuits eligible for federal or state discounts must be submitted on separate invoices. Invoices should be mailed to:

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

## **O. Special Construction**

If special construction costs are not specified or are specified as zero dollars, the Bidder will be responsible for construction up to the curb or property line at no cost to CENIC. There are many circuit 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 circuit 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 bid and quoted. Optional pricing for annual pre-payment or multi-year pre-payments may be considered by CENIC.

Bidders MUST respond using the RFP Pricing Worksheet (Exhibit C) and responses MUST NOT be in PDF or locked spreadsheets. Supplemental pricing explanations are acceptable as long as the required Pricing Worksheet is used.

## **P. Description of circuit requirements**

CENIC recognizes that many of the sites to be connected are in rural or otherwise hard-to-reach locations. While CENIC prefers fiber-based services delivered via ethernet, CENIC will consider proposals for any or all of the following:

- a pair of single-mode dark fibers
- DS-1 service
- DS-3 service
- OC-3c service
- OC-12c service
- Metro Ethernet service at CIRs of 10, 50, 100, 250, 500, or 1000Mb/s
- Metro 10GEthernet service at CIRs of 1Gb/s, 2Gb/s, 5Gb/s, or 10Gb/s
- Point-to-point Gigabit or 10Gigabit Ethernet service
- Wireless (802.11 or related) service
- Microwave service
- Satellite service

Bidders are also encouraged to submit any other proposal for providing connectivity to these sites. This may include general-purpose Internet access provided by carriers other than CENIC, as a least-preferred option.



The most preferred services are those listed in Exhibit C. Vendors who wish to propose services other than those listed in Exhibit C MAY use the “Other Proposed Connectivity” columns at the right of the response spreadsheet, and may add additional columns to the right of those as needed. VENDORS MUST NOT REMOVE OR ALTER ANY OTHER COLUMNS IN THE RESPONSE SPREADSHEET.

#### **Q. Endpoints**

Exhibit C lists the desired endpoints for the circuits. However, CENIC will consider alternative Z locations where the Bidder is unable to provide the desired Z location or where the Bidder believes an alternative Z location would be more cost effective. In descending order of preference, CENIC will consider Z locations at:

- a. Any CalREN aggregation point listed in Exhibit B
- b. Any other site listed in Exhibit C
- c. Any campus of the University of California
- d. Any campus of the California State University
- e. Any campus of the California Community Colleges
- f. Any California County Office of Education or other K12HSN node site (see <http://www.k12hsn.org/network/>)

Bidders are free to propose Z locations, consistent with the above, other than those specified in Exhibit C. However, since the Z locations in Exhibit C are preferred, and may be chosen over alternate Z locations because those alternate Z locations have other costs associated with their use, bidders are encouraged to provide pricing for the specified Z locations in addition to any alternate Z locations they wish to propose.

Bidders should note that the sites in Exhibit C are generally not eligible for federal (e-rate) or state (California Teleconnect Fund) discounts. Solutions that make use of a California Community College campus or K12HSN node site as the Z location would result in CENIC’s losing some or all of the discounts currently in place for CENIC’s connection to those locations. While CENIC will consider such solutions, the loss of discount means that CENIC is unlikely to find such solutions cost-effective unless no other alternative can be found.

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

Exhibit A: Non-Disclosure Agreement

Exhibit B: CalREN Aggregation Hub Site Locations (provided after confirmation of NDA)

Exhibit C: Pricing Worksheet