



ADDENDUM #2

September 14, 2020

RFP #7607815

TITLE: E-Rate Eligible Telecommunications Service - RIDE

Submission Deadline: September 30, 2020 10:00 AM (Eastern Time)

ATTACHED ARE VENDOR QUESTIONS WITH STATE RESPONSES, NO FURTHER QUESTIONS WILL BE ANSWERED.

Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.

Robert DeAngelis

Senior Buyer

The following are the vendor questions with State responses for RFP 7607815 E-Rate Eligible Telecommunications Service – RIDE:

Vendor A

We are confused on what exactly the Transport Cost Proposal (2nd sheet on the Appendix B) is for. This is the first time we have seen this on your Appendix B and we were unsure what that sheet relates to. The first sheet we have always provided pricing per school which is how the first sheet of the Appendix is laid out, but we really don't know how to respond to this request

ANSWER: This worksheet has been used in prior solicitations. It is used to validate pricing regardless of location.

Under SERVICE OFFERINGS – Page 9 and 10, It is our understanding and we just want to confirm that most of the traffic for each school district stays within the actual school district. In the past we also have had a connection from the head end to 235 Promenade. That would seem to be what is being asked as part of our pricing. And perhaps this is what is being asked on The Transport Cost Proposal (for example what is the price of 10GB to get the school district back to 235 Promenade). We would like confirmation that

- a. Most traffic for a particular school district stays within the district (does not need to go back to 235 Promenade).....that has been our feedback
- b. That this proposal would still include connectivity back to 235 Promenade from the School District (assumption would be that perhaps it would be the transport for any Internet that School district would get from 235 Promenade)
- c. Whether or not the Transport Cost Proposal worksheet that is in Appendix B is there specifically for the amount of bandwidth back to the school district

ANSWER: RIDE internet access presence is at 235 Promenade St (page 10). All vendors must aggregate to this site. (Page 10).

There were a few schools on the attached spreadsheet (makes up Appendix B) that had colored coding or comments and just wanted to make sure these schools were supposed to be bid out or not

- A) Line 219 - Johnston Cloud – Calef School – terminated 6-30-2019
 - a. Seems to indicate you don't need bandwidth to that school
- B) Line 217 - Providence Cloud - Newcomer School - It is in RED
 - a. Wasn't sure if you needed to price that out - it says 1GB
- C) Line 405 - Westerly Cloud - Tower Street School - It is in RED
 - a. Wasn't sure if you needed to price that out - it says 250mb

ANSWER: The schools as of date are no longer in use but, pricing for those sites *can* be entered.

There are few schools in a district that might be less than 1GB, where most are at 1GB....is it OK to price all the schools at 1GB in this case (we would note that on our response)....but wanted to make sure that is was OK to provide more bandwidth at a site than is being requested.

ANSWER: Respondents can recommend higher bandwidths, but pricing must be for what is requested.

Vendor B

Page 8, Item 9

Upon award would this preclude subsequent pricing refreshes throughout the contract period?

ANSWER: RIDE assumes that a multi-year contract pricing option agreed upon with any vendor would remain competitive in pricing throughout the duration of the contract period.

If not, RIDE reserves the right to renegotiate the contract.

Page 9, Item 11

Item 11 on Pg. 9 of the RFP states that RIDE will provide its standard contract upon award to vendors, and that it shall serve as the only document between the parties that constitutes an agreement. Further, that vendors cannot request addenda which limit or restrict the rights guaranteed within the standard contract. We respectfully request a copy of the proposed standard contract for vendor review during the submission process, as it is important that each vendor is able to fully evaluate and understand all requirements of the solicitation, including the service agreement the winning party will be expected to execute.

ANSWER: A sample contract template is attached to this addendum.

Page 15, Cost Proposal/Terms of Payment

Under "Cost Proposal/Terms of Payment" on Pg. 15, the 3rd paragraph states that vendors cannot place artificial boundaries on sites as a method to restrict RIDE's options in choosing a vendor, and goes on to state that a vendor cannot propose pricing that sets pricing options should/if RIDE guarantee specific locations to the Vendor and that pricing must be applied uniformly regardless of expectations of services. By permitting vendors to submit a variety of service options, RIDE's ultimate goal of a robust competitive bidding process can be met, and RIDE is provided with the widest set of options. For example, RIDE was recently able to capture significant savings in connection with the utilization of Cloud services. By combining different types of services in this fashion, vendors able to more effectively meet the needs of RIDE, and those entities purchasing through RIDE, and do so at a savings. A potential benefit of awarding a district cloud(s) to a single provider is that, in the event of an outage at 235 Promenade St., local network resources within that district can be reached. Accordingly, we are seeking clarity on the intent of this provision, and what it is intended to prohibit. For example, is this provision intended to restrict or prohibit bidders from providing RIDE a combination of service options, which may be at different prices, and combine services such a cloud-based and non-cloud based? Please provide some specific examples if you would.

ANSWER: USAC has a Lowest Corresponding Price rule. RIDE intends to uphold all said pricing rules set by USAC. If a vendor violates USAC's rules to pricing, their proposal may be considered unresponsive or invalid. RIDE requires prices to be uniform regardless of the expected site awards as in accordance with USAC.

Spreadsheet

Given the fact that transport is included by the two qualified Internet access providers for single site entities as part of their internet solution, what is the benefit to RIDE to include Independent / "Direct connect" Schools in the transport bid? Schools such as LaSalle and Bishop Hendricken are getting their Internet Access needs met by MPA 464 Internet Access. Based on last year's bid responses, the potential benefit for RIDE excluding these **43** entities would be approximately **\$24,850** per month savings or **\$298,200** annually.

ANSWER: RIDE has the right to include any eligible site in the Appendix. It also, reserves the right to award service accordingly.

Vendor C

Does the exception for taxes and fees, referenced on page 13, include USF and other regulatory fees?

ANSWER: State entities are excluded from all taxes and fees. USF is a tax.

The following statements seem to contradict: "Standard installation prices, if any, must be specified with your response. Vendors should be aware that vendor agreements provide for no installation charges." Can you please clarify? If NRC/Installation is allowable where do indicate charges, there is no designated area on the pricing sheet?

ANSWER: Pricing responses must report all said exclusionary charges separately. If needed, a separate column can be added.

SAMPLE CONTRACT

CONTRACT AGREEMENT

BETWEEN: Rhode Island Department of Education
Office of Finance
255 Westminster Street
Providence, Rhode Island 02903

AND: VENDOR NAME
FEIN:

RELATING TO: E-rate Eligible Telecommunications Services

The Rhode Island Department of Elementary and Secondary Education (hereinafter "RIDE") and XXXXXX (hereinafter XXXX or the Contractor) hereby agree that XXXXX will provide E-rate Eligible Data Services and equipment as detailed in RFP #7551186, XXXXX Proposal dated XXXXX and such additional services as may be set forth in this Agreement (hereinafter the "Services"). For convenience purposes, the Services may be summarized as digital data services to support the telecommunications needs of K-12 public and private schools, public and selected private libraries, and consortia serving the needs of such entities

THIS CONTRACT IS NOT VALID OR LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES AND A PURCHASE ORDER HAS BEEN ISSUED BY THE OFFICE OF PURCHASES. DO NOT PERFORM ANY WORK ON THIS CONTRACT UNTIL A PURCHASE ORDER IS ISSUED.

ACCEPTED:

RHODE ISLAND DEPARTMENT
OF EDUCATION

<Contractor Name>

Commissioner of Education

<Authorized Vendor Agent>

Date: _____ Date: _____

SECTION I

A. CONTRACT SUMMARY

1. Contractor: XXXX

Address:
FEIN #

2. Starting Date: Upon execution of this Agreement, with Services provided for a one-year period starting July 1, XXXX and ending on June 30, XXXX.

1. Termination Date: June 30, XXXX
Contract Officer
Marliot Blanco
Controller
Office of Finance
RIDE
401-222-4647

Project Officer
Karen A. Cooper
Office of Finance
RIDE
401-222-4694

3. Project Officer
<VENDOR NAME>
<TELEPHONE CONTACT>

5. Contract Amount: Fixed unit pricing for month to month services for those sites listed in Appendix A for the service period (July 1, XXXX -June 30, XXXX)

6. Special Conditions: RIDE, in its sole and exclusive discretion, reserves the right to renew this Agreement for three (3) periods of one (1) year unless terminated earlier as herein provided.

Other Special Conditions:

1. RIDE agrees that the Project Officer designated in Section 1 #3 will meet with a designated representative of XXXXXX on a monthly basis, either in person or by telephone, to review XXXXXX performance under this Agreement. RIDE agrees to promptly notify XXXXXX during such meetings of any performance failures by XXXXXX and shall give XXXXXX an opportunity to remedy such performance failures to the satisfaction of RIDE.

2. If RIDE subsequently elects to purchase additional bandwidth for Ocean State Library or any district cloud, then RIDE will pay the incremental upgrade cost for that bandwidth based on prices as set forth in the MPA #497 RHODE ISLAND DEPARTMENT OF EDUCATION "RIDE" & LIBRARIES E-RATE ELIGIBLE TELECOMMUNICATION SERVICES.

B. Additional Terms and Conditions

Article 1

Parties to Agreement. This Agreement is made by and between RIDE and the party specified in SECTION I A1.

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers services to be provided by the Contractor for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any such amendment or extension.

Article 4

Contract Officer. The Contractor agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3, throughout the performance of work and services undertaken under the terms of the Agreement. The contract officer

is responsible for authorizing all payments made by RIDE to XXXXXX Business under this Agreement.

Article 5

Project Officer. The project officer identified in SECTION I A4, is responsible for coordinating and reporting work performed by the Contractor under this agreement.

Article 6

Delays. Whenever the Contractor has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to RIDE.

Article 7

Service Fees and Billing. This is a fee for services Agreement. In consideration of work and services performed by the Contractor in accordance with SECTION II of this Agreement, RIDE agrees to pay the service fees set forth in Appendix A. Invoices submitted to RIDE shall indicate the Contractor's total cost and reflect the discounted amount for services pending approval by the Schools and Libraries Division (SLD or E-Rate program) by subtracting the anticipated amount of reimbursement from the charges to RIDE. XXXXXX shall apply for the E-Rate reimbursement directly from the SLD using the Service Provider Invoice Form (SPIF-FCC Form 474). Pricing submitted by XXXXXX is all-inclusive, i.e. there are no charges, surcharges, or taxes, including but not limited to a gross earnings tax, additional to the pricing submitted by XXXXXX. RIDE shall process all invoices within 30 days of date of invoice but regardless of the date of payment of said invoices, the parties have agreed that no late payment charges will be assessed. All payments are provisional pending the final audit by appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III notwithstanding, the Contractor agrees to make claims for reimbursement under this Agreement in accordance with federal policies governing allowable costs to be charged against federal grants. The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

In executing this Agreement the Contractor is serving as grantee or independent contractor under a federal grant or contract between the federal government and RIDE. The master grant award or cooperative agreement made to RIDE by the federal government governing activities under this Agreement is, therefore, made a part of this agreement. The Contractor specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement and in the following documents which are incorporated by reference hereto: 34CFR Parts 74-86 and 97-99 (Administration of Grants); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit organizations); and A-133 (Audits of Institutions of Higher Education and Other Nonprofit Organizations).

Article 9

Prepayment. Articles 7 and 8 notwithstanding, prepayment will be allowed provided that it is requested and approved under the appropriate mechanism and subsequently accounted for with proper documentation.

Article 10

Withholding of Payments. The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by RIDE to the Contractor.

Article 11

Termination of Agreement. In the event that either of the parties materially fails to perform its obligations under this Agreement, the other of the parties may terminate this Agreement upon written notification of termination setting forth the nature of the failure to perform said obligations under this Agreement. Prior to termination, the terminating party shall give the other party thirty (30) days to cure the alleged defect or otherwise commence activities designed to remedy the alleged defect.

RIDE may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance notice in writing to the Contractor. The above-mentioned sixty (60) days written notice notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Contractor in the event that the funding underlying the participation of RIDE is eliminated, limited or curtailed.

In the event of termination by either party, finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be delivered to RIDE. Notice of the effective date of termination will include the reports that must be completed. Within thirty (30) days following termination, the parties shall meet and make available to each other all information and documentation necessary in order to determine the amount of fees due to XXXXXX. No penalties, interest, or indirect or consequential costs or damages shall be owed or paid by RIDE upon termination.

Notwithstanding the foregoing, the Contractor shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Contractor; and RIDE may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to RIDE from the contractor is determined.

Article 12

Indemnification and Insurance. The Contractor shall hold harmless and indemnify the State of Rhode Island, RIDE, and their officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action (including reasonable attorney's fees), which arise out of or are connected with, or are claimed to arise out of or be connected with any of the services provided to the State under this Agreement. The foregoing provision shall not be deemed to be released, waived or modified by reason of any insurance provided by the Contractor under the provisions of this Agreement. Contractor agrees to add the State of Rhode Island and RIDE as additional insureds under its general liability policy and to provide RIDE with a certificate of insurance verifying that the State and RIDE are additional insureds under said policy.

Article 13

Recordkeeping/Inspection of Records and Reports. The Contractor agrees to keep discrete financial records of billing made under this Agreement, to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with OMB Circulars A-110 and A-133 if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant funding of this Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this contract is charged for service, the Contractor must report this income.

Article 14

On-Site Inspection. The Contractor agrees to permit on-site reasonable monitoring, evaluation, and inspection of all activities related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government.

Article 15

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto and none of the employees, agents, or representatives of the Contractor included in this Agreement shall be considered employees, agents, or representatives of RIDE.

Article 16

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 17

Proprietorship. XXXXXX shall retain title to all XXXXXX equipment and fiber, and all related wiring.

Article 18

Publicity. The Contractor will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to the Contractor on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE and XXXXXX agree to negotiate in good faith to develop a mutually-acceptable press release with respect to this Agreement.

Article 19

Interest of the Contractor. The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 20

Civil Rights. The Contractor agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disability Act of 1990 (P.L. 101-336); and all other applicable federal and state laws relating to equal employment opportunities. The Contractor asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken in behalf of this Agreement. In addition, the Contractor agrees to establish a procedure for complaint from any person

who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 21

Drug Free Workplace Policy. The Contractor agrees to maintain and enforce its Drug Free Workplace Policy. The Contractor acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option, result in termination of this Agreement.

Article 22

Environmental Tobacco Smoke. The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 23

Subcontracts. RIDE agrees that XXXXXX may use the subcontractors identified in Attachment J of its proposal, and XXXXXX agrees that it assumes full responsibility for any payments owed to any subcontractor(s); provided, however, that any proposed subcontract including subcontractors not so identified shall be submitted to the RIDE contract officer for prior approval to execution. Failure to comply with the provisions of this Article could result in denial of reimbursement for non-approved subcontract services.

Article 24

Department of Administration's Approval. This Agreement shall take effect upon the issuance of a purchase order by the Department of Administration's Division of Purchases.

Article 25

Licensure/Certification. XXXXXX and all subcontractors shall have any and all licenses necessary to operate his/her facility in place prior to the start date of this Agreement and for the duration of the contract period. Further, all personnel delivering RIDE services shall be licensed/certified and/or registered as required by law.

Article 26

Lobbying. XXXXXX and all subcontractors shall comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including, but not limited to 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, RIDE and Human Services, and Education, and Related Agencies Appropriations Act (Public Law 104-209).

Article 27

Effect of Prior Agreement

To be negotiated upon signing if needed.

Article 28

Incorporation by Reference and Interpretation

The State Purchasing Act, the State Purchasing Regulations and the State of Rhode Island Office of Purchases General Conditions of Purchase are incorporated herein by reference, hereinafter collectively referred to as the State's General Conditions of Purchase. This Agreement consists of the following contract documents: (a) this Agreement; (b) the Proposal and (c) the RFP and Purchase Order, all of which may be collectively referred to throughout this Agreement as "Contract Documents." In the event any conflict shall arise among the provisions of the foregoing documents, said conflict shall be resolved by giving priority to the documents in the order set forth above.

Article 29

Laws of Rhode Island and Venue. It is expressly agreed by the Parties that this Agreement shall be governed by the laws of the State of Rhode Island. Jurisdiction and venue for any and all legal actions, whether arising in law and/or equity, shall be brought in the Rhode Island Superior Court, in, with, and for the County of Providence, State of Rhode Island.

Article 30

Warranties Except as provided herein, there are no other agreements, warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the services.

Services provided are a best efforts service and XXXXXX does not warrant that the services, equipment or software shall be error-free or without interruption. Internet speeds will vary. XXXXXX makes no warranty as to transmission or upstream or downstream speeds of the network.

Article 31

Regulatory Authority-Force Majeure

This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as

amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters, including fire, flood, or winds, civil or military action, including riots, civil insurrections, acts of terrorists, or the taking of property by condemnation. RIDE agrees that state and federal regulations may apply to XXXXXX Services and that, in the event of any change to such regulations, XXXXXX Services must be consistent with, and RIDE's use of XXXXXX Services must be consistent with, such regulations.

Article 32

Assignment

RIDE may not assign or transfer any part of this Agreement without the prior written consent of XXXXXX, which shall not be unreasonably withheld. XXXXXX may assign this Agreement without RIDE's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with XXXXXX (an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with XXXXXX; or (iii) in connection with the sale of all or substantially all of the assets of XXXXXX. Service may be provided by one or more Affiliates.

Article 33

Resale of Service

The Services covered by this Agreement are for RIDE's use and those members of RIDE's network consortium only. Unless authorized in writing by XXXXXX, RIDE may not resell any portion of the Services to any other party.

SECTION II

I. BACKGROUND/OVERVIEW/PURPOSE:

In 2003 the General Assembly enacted the "Rhode Island Telecommunications Educations Access Fund" ("RITEAF"), codified in RI General Laws, Section 39-1-61, which was established to provide a funding mechanism to provide a basic level of Internet connectivity for all the qualified schools (K-12) and libraries in the state.

RIDE and the Library network operate a high-speed wide area network funded by the RITEAF and the Universal Services Administrative Services (USAC) Program known as E-rate. Through relationships with consortia serving each type of entity RIDE strives to provide equitable access to network services for all school or library sites regardless of location. The network is comprised of a wide range of data circuits inter-connected to create a robust information infrastructure. RIDE and the Libraries have a full range of applications that can benefit from the services specified in this RFP including LAN inter-networking, IP-based video-conferencing, and a variety of services that move across these networks.

II. SCOPE OF THE WORK:

XXXXXX agrees to provide RIDE with Digital Data Services at all available speeds using a variety of network technologies which might include Frame Relay (FR), Asynchronous Transfer Mode (ATM), Ethernet, Fiber Optics, SMDS, or any substantially equivalent data transport services at data rates from 15 Mbps to 10 Gbps, or greater, to support telecommunications needs of the K-12 public and private schools, the public and selected private libraries, and consortia serving the needs of such entities. The Services will be provided as described in the XXXXXX Proposal dated January 10, XXXX with the exception of any modifications described in Section I A 6. XXXXXX will provide these high-speed data circuits at the sites listed in Appendix A.

III. PAYMENT TERMS AND RENEWAL:

Service Start Date and Term: This Agreement shall be effective upon execution by the parties. Services shall be provided for the term of 7/1/XX-6/30/XX as set forth in Section I-A. 2 of this Agreement. Services shall begin upon installation and acceptance by RIDE. If any site is not complete by July 1, XXXX, XXXXXX will utilize the existing HFC network services until fiber builds are complete for that location. If XXXXXX fails to provide the Services required by this Agreement by 7/1/XX, then for each day that XXXXXX is late, XXXXXX will pay RIDE 1/30th of the difference between the RITEAF budgeted dollars for the XXXXXX awarded services

not installed and the prior carrier's monthly charge until the installation of the Services. Service quantities and service levels selected on Appendix A represent RIDE's intended service orders. XXXXXX understands that the quantities and service levels may vary. All billing will reflect actual levels and amounts of service. Except as provided in Section I A 6 "Other Special Conditions" in no event shall the total monthly payment to XXXXXX by RIDE under the terms of this Agreement exceed the monthly total listed in Appendix A.

RENEWAL

RIDE, in its sole and exclusive discretion, reserves the right to renew this Agreement for three (3) periods of one (1) year unless terminated earlier as herein provided.

RIDE's exercise of its option to renew this Agreement will be conditioned upon:

- 1) RIDE's determination that there has been adequate performance, including full compliance with the terms of this Agreement and
- 2) RIDE's determination either that (a) the pricing provided for in Year 1 has remained competitive in nature or (b) lower pricing offered by XXXXXX as part of its renewal request is advantageous to RIDE

XXXXXX may submit a Contract Renewal request no later than November 1st of each year to RIDE's Division of Fiscal Integrity and Efficiencies for its review and acceptance. After RIDE's acceptance, a fully-executed copy of the renewal of this Agreement will be submitted to RIDE no later than January 1st of each year

Annual renewals are contingent upon adequate, continued funding from both the State RITEAF and Federal E-Rate programs. It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to XXXXXX's failure to comply with the terms of this agreement or E-Rate program rules, XXXXXX is liable to the State of Rhode Island for an amount equal to the full amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.