



CHERISHING THE DIVINE WITHIN ALL

REQUEST FOR PROPOSAL

SD-WAN and Transport Services

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1. RFP OVERVIEW, OBJECTIVES AND SCOPE

1.1. About Catholic Charities

Catholic Charities is a family of more than 2,000 talented and dedicated colleagues, supported by nearly 8,000 selfless volunteers, and more than 10,000 generous donors. Together, we touch the lives of over 140,000 individuals and families each year. Catholic Charities serves and supports children and families in crisis, people living in poverty, individuals with intellectual disabilities, our new neighbors in the immigrant community, and older Marylanders. Our programs and services address both immediate needs and provide support and preparation for fostering the independence and self-sufficiency of our clients. With compassion and a standard of excellence second to none, we continue a legacy of service that began with the establishment of the Catholic Church in Baltimore in 1792.

1.2. Business Goals and Objectives of the RFP

Catholic Charities is seeking telecom providers who are meet the requirements for Erate Category 1 funded Internet services at an enterprise level. Catholic Charities has an existing SD-WAN contract that expires early in the 2024-2025 Erate funding year. This contract includes SD-WAN capable sites that are fully or partially qualified for Erate funding but also maintains a larger non-Erate network as identified in Appendix A. The objective of this RFP is to obtain leading edge proposals for a SD-WAN solution and the associated WAN transport services at the Catholic Charities sites currently under contract that is up for renewal with the 2024-2025 school year. The Supplier-provided SD-WAN device located at these sites will be maintained and managed by the Supplier. Section 5 (Managed Services Requirements) defines managed services as equipment monitoring, management and maintenance, and including Moves, Adds, Changes and Disconnections (MACDs), equipment installation and site survey support.

Catholic Charities' project objectives for this procurement are to:

- Identify Erate qualified Supplier partners, that can deliver as promised, regarding the SD-WAN and WAN services scope as defined in this RFP.
- Identify suppliers that can handle direct billing and reimbursement from the Universal Services Administration Corporation (USAC) under the Service Provider Invoice (SPI) method of Erate funding.
- Provision and activate services on a timely basis to minimize redundant costs during the service cutover prioritizing the Erate sites to coincide with Erate funding periods starting with the 2024-2025 school year on July 1, 2024.
- Obtain "leading edge" pricing and terms and conditions that will retain Catholic Charities' competitive position throughout the contract term.
- Obtain service that provides high availability and scalability with robust service level commitments, measured performance standards and remedies.
- Enhance levels of provider technological and operational support, including service delivery, invoicing, customer reporting and move/add/change procedures.
- Provides contract rates for bandwidth levels of each service type to permit service upgrades where required due to business change and to maintain Erate funding qualifications.

1.3. General Scope of the RFP

In accordance with Appendix A, the following services are in-scope for this RFP. The Supplier-deployed SD-WAN equipment shall be provided, monitored, maintained and managed by the Supplier. Managed Services is defined as the monitoring, management, maintenance and other support services that Supplier will be required to perform.

In addition, the following WAN services are in-scope:

- Switched private Ethernet service.
- MPLS
- Broadband
- Dedicated Internet

2. RFP PROCESS AND ADMINISTRATION

2.1. Non-Disclosure

The Suppliers shall regard this RFP and its contents as a confidential business matter. The Suppliers, their employees, and their contractors must treat the material and data provided by Catholic Charities as confidential. Under no circumstances will a Supplier be allowed to discuss any aspect of this procurement with any other entity outside their organization without Catholic Charities' prior consent.

2.2. Contacts During the RFP Process

Catholic Charities' sourcing managing team will act as the primary contact for Suppliers participating in the RFP process. A Supplier is NOT permitted to contact Catholic Charities employees, contractors, agents, affiliates, or other Suppliers regarding matters related to this RFP, without the advance approval and consent (in writing) of the sourcing managing team. The authorized Catholic Charities contact information provided on the Form 470 and listed below which must be used for all communications by suppliers. All questions regarding the Erate RFP must be submitted in writing to the email listed below and per Erate requirements, the questions and answers will be shared with all bidders in a sanitized format to not share bidder information to other bidders.

Catholic Charities Contact

Alan Mercer
Technical Systems Architect
ccmd@erateassist.com
667-600-2270

Paul Melian
Director, IT Operations
ccmd@erateassist.com

During this RFP process, an incumbent Supplier is permitted to discuss CURRENT business only with normal and appropriate Catholic Charities contacts. Those individuals will address all payment, invoicing, operational and other issues that may arise during day-to-day operations. Any incumbent Supplier that attempts to contact any other Catholic Charities personnel during this period, other than to discuss current business will be in violation of this restriction and risks having its proposal disqualified.

2.3. RFP Schedule and Milestones

The table below provides the overall schedule for the RFP process. The below referenced due dates end on the close of business Eastern Daylight Time (ET).

RFP Process Schedule		
Milestone	Who	Due Date
Release Request for Proposal	Catholic Charities	12/29/2023
Formal RFP Response Due	Supplier	1/26/2024

RFP Process Schedule		
Milestone	Who	Due Date
Award of Contract / Letter of Intent	Catholic Charities	February 2024
471 Filed		March 27, 2024

Catholic Charities does not guarantee the above schedule and reserves the right to revise any of the above dates.

2.4. Intent to Bid Deadline

Supplier confirmation of intent to bid is not required.

2.5. Proposal Response Deadline

Suppliers wishing to submit responses to this RFP for consideration by Catholic Charities must submit proposals via email **no later than 1/26/2024**.

2.6. Q&A - Questions and Clarifications

A Supplier requiring clarification of the intent or content of this RFP, or any procedural matters may request clarification by submitting written questions via email to the contacts referenced in Section 2.2 (Contacts During the RFP Process). Please provide a contact (name, address, phone number and email address) for Catholic Charities' responses to written questions, as well as the communication of revisions or updates to the RFP document.

Suppliers are encouraged to submit questions in batches as they arise since the bidding period is limited to 4 weeks per Erate requirements. Due to the limited time frame of the Erate bid process, Suppliers are advised to review and submit any questions within 3 weeks of the 470 filing to provide the best opportunity to submit a complete and accurate bid. Questions must be submitted via email per Erate requirements. All questions will be answered in writing by Catholic Charities via email as quickly as possible and will be shared to all known bidders. Questions received in the final week of the bidding period may not receive responses. Answers to each submitted question will be sent to all Suppliers.

If a Supplier discovers any ambiguity, discrepancy, omission, or other error in this RFP, it should notify Catholic Charities in writing by the written question deadline, and request clarification or modification of the document. Modification will be made at Catholic Charities' sole discretion by addendum and will be given to all Suppliers without divulging the source of the request.

2.7. Bid Responses

2.7.1. Response Instructions

Supplier is expected to answer each question contained in the RFP and/or provide information where requested. Responses must be inserted into this RFP document in the same order as the information is requested in the RFP. Where a Comply/No Comply box accompanies a question, Supplier is expected to indicate if it can **fully comply** (without exception) with a requirement by answering **"Yes"** or if it must **take exception** to the

requirement (either partially or in total) by answering “No”. Where Supplier fully complies with a requirement, no further information is necessary (unless specific information is asked for in the requirement). Where Supplier is unable to fully comply with a requirement, Supplier **must provide further information** regarding its response in the explanation box. (NOTE: Failure to provide explanation will result in a “totally non-compliant” rating for Supplier for the evaluation of the requirement.) The explanation box may be optionally used if Supplier wishes to expand on a capability, even if Supplier has entered a “Yes” response.

2.7.2. Response Format and Structure

All documents submitted must be clearly identified by title, volume or document number with the pages numbered consecutively. All bid documents must be submitted in softcopy to the RFP email address provided in Section 2.2 (Contacts During the RFP Process). All electronic documents must be marked ‘**Catholic Charities SD-WAN and Transport Services RFP**’ and include the components listed in the following sections. The RFP response must be readable by Microsoft Office 2019 software programs (e.g., Word 2019, Excel 2019, PowerPoint 2019) or later versions. Any supporting literature, such as sales brochures, annual reports or other items, is discouraged, but if submitted, must also be in electronic form.

The following subsections identify each of the proposal response elements. A Supplier is required to submit each section in the list below for its RFP responses to be considered.

- Executive Summary (Section 2.7.3)
- Supplier Experiences (Section 2.7.4 and Catholic Charities Rights (Section 2.7.5)
- SD-WAN Technical Requirements (Section 3)
- WAN Services Technical Requirements (Section 4)
- Managed Services Requirements (Section 5)
- Service Level Requirements (Section 6)
- Implementation (Section 7)
- Service Management Requirements (Section 8)
- Invoicing Requirements (Section 9)
- Financial Requirements (Section 10)
- General Contract Terms and Conditions (Section 11)
- Pricing Workbook (Appendix A)

2.7.3. Executive Summary

This section will provide a brief statement of the significant benefits of Supplier’s proposal, as well as Supplier’s expectations of Catholic Charities. This section should include an overview statement of Supplier’s capabilities and experience that will aid the Catholic Charities evaluation team’s assessment and understanding of the overall proposal. Supplier should describe any features that it believes are unique in setting its proposal apart from what it believes to be mainstream in the industry.

2.7.4. Supplier Experiences

Supplier should provide three (3) corporate experiences in the US from customers who have received similar SD-WAN and WAN services similar in scope or magnitude to those services Supplier is including in its response to this RFP. Each experience must include the industry of the company (e.g., healthcare provider, etc.) and the date and description of services provided. Note that Catholic Charities **does not require the name of the company or a**

contact name at this time; Catholic Charities will request this information from Supplier later during the procurement process as required.

2.7.5. Catholic Charities Rights

The issuance of this RFP and the receipt of information in response to this RFP **will not in any way cause Catholic Charities to incur any liability or obligation to Supplier, financial or otherwise.** Catholic Charities assumes no obligation to reimburse or in any way compensate Supplier for expenses incurred in connection with Supplier's response to this RFP or any proposal that Supplier may elect to submit.

Catholic Charities may accept or reject the proposal of any Supplier for any reason and will not be required to provide reasons to any Supplier concerning why its proposal was rejected or accepted. Catholic Charities may choose not to accept any proposals from any Suppliers. **Catholic Charities reserves the right to award services covered by this RFP to multiple Suppliers or to a single Supplier, at its sole discretion.**

Catholic Charities reserves the right during contract negotiations to request terms in addition to or different from any of those stated anywhere in this RFP. However, to the extent that Catholic Charities materially changes any of its requirements as reflected in this RFP or in the written communications exchanged with a prospective Supplier, Catholic Charities will negotiate in good faith with Supplier concerning any resulting changes in the proposal that are reasonably considered necessary by Supplier.

Catholic Charities will follow USAC requirements regarding Cost and other evaluation criteria when evaluating bids. While Catholic Charities is a non-profit and cost-sensitive, Cost will receive the highest weight among evaluation criteria but is not required to select the winning solution on cost alone as cost may be outweighed by the sum of other criteria.

Supplier will be required to provide price protection of its proposal for a minimum of 180 days following its submission at any proposal round.

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

2.8. Proposal Evaluation and Evaluation Criteria

A Catholic Charities evaluation team will review and determine which proposal(s) best meet Catholic Charities' requirements. The proposals will be evaluated based on important criteria including SD-WAN solution technical capabilities, compliance with service level requirements, pricing, and commercial flexibility. In addition, quality and completeness of the Supplier's proposal response will be an evaluation criterion as well.

During the evaluation, the Catholic Charities RFP evaluation team may initiate discussions with an individual Supplier to clarify aspects of its proposal. During any such discussions, Catholic Charities may request Supplier to commit to modifications or additions to Supplier's proposal.

Supplier should be prepared to provide post-response oral presentations, demonstrations and on-site visits as the evaluation of proposals proceeds if requested by Catholic Charities. The evaluation team may make such investigations as necessary to determine the ability of

Supplier to adhere to the requirements specified in this RFP. These investigations may involve the thorough evaluation of account and implementation team capabilities.

3. SD-WAN TECHNICAL REQUIREMENTS

IF SUPPLIER DOES NOT OFFER A REQUESTED FEATURE OR SERVICE, OR IF THE FEATURE WORKS DIFFERENTLY FROM THE WAY A REQUIREMENT IS STATED, SUPPLIER MUST DESCRIBE ITS OFFERING, IF ANY, THAT MOST CLOSELY MATCHES THE REQUIREMENT AND EXPLAIN HOW THE FUNCTIONALITY MAY BE ACCOMPLISHED.

ALL SERVICES DESCRIBED IN SUPPLIER'S PROPOSAL IN RESPONSE TO THE RFP'S REQUIREMENTS MUST BE INCLUDED IN ITS PRICING IN APPENDIX A. SUPPLIER SHALL NOT DESCRIBE SERVICES THAT ARE NOT ACCOUNTED FOR IN ITS APPENDIX A PRICING.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:

1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities (or a Catholic Charities affiliate) is not acceptable and will be treated as 'Does Not Comply'.

2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.

3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

3.1. SD-WAN Solution Description

Supplier should provide:

- A concise description of the components of its SD-WAN capability and complete the reference table (below) providing Supplier's terminology for available components of the solution, adding rows as required, and confirming the various implementation options available for each component (insert "x" in the table as applicable).
- A summary description of the technical operation of the solution in terms of path set-up/selection, load sharing, application steering, monitoring, re-configuration, addition of circuits etc., as applicable to Supplier's solution.
- Key differentiators with alternate SD-WAN solutions in the market.
- A diagrammatic representation of solution's architecture; may be provided as attachments.

(add rows as required)

Component of Solution	Product Name	Hardware Option	Supplier Hardware Required	Software	On-premise Option	Cloud Option	Enhanced Capability
<i>Example component</i>	<i>Name</i>	<i>x</i>	<i>No</i>	<i>x</i>	<i>Yes</i>	<i>x</i>	<i>Standard</i>
On-site Instance							
Controllers							
Cloud Gateway							
Orchestrator							
Analytics Module							
Security Module(s)							
Etc.,							

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c. - d.

3.2. Orchestrator/controller Access

Orchestrators/controllers must be reachable from both the Internet and key sites that remain as MPLS or other network services not included in this RFP. Supplier should confirm and describe how this would be achieved via their solution, particularly during an extended transition period.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.3. Orchestrator/controller Fall-backs

In the circumstance where a primary Orchestrator/ controllers may not be reachable describe:

- a. Typical arrangements for secondary orchestrators or resilient/redundant access; and
- b. Operation of sites temporarily without orchestrator/ controller logical connectivity.
- c. If changes made to the primary Orchestrator device are automatically synced to the backup device.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c.

3.4. Application Policies

Describe the key components of the solution's application policy definition, including specifically:

- a. Pre-defined policies for applications; and
- b. Capability for custom policies.
- c. How policies are applied to ensure that critical application traffic has an adequate share of network resources. Eg. Traffic Shaping, QoS, Load Balancing
- d. Ongoing machine learning of application's needs.
- e. List (separate attachment) applications currently supported.
- f. Approach to adding applications.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	General description: Please ensure all items are covered: - a. - b. - c. - d. - e. - f.

3.5. Quality of Service

Supplier should describe how end-to-end quality of service (QoS) is maintained across the network transport.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.6. Virtual Routing and Forwarding

Catholic Charities makes use of Virtual Routing and Forwarding (VRF) instances over telecom provider networks. Supplier should:

- a. Confirm whether and how the SD-WAN solution supports multiple VRFs with the same Catholic Charities tenant.
- b. Detail any limitations on the number or scope of VRFs.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b.

3.7. Multi-Tenant Operation

Supplier should:

- a. Confirm support for that multi-tenant operation of the SD-WAN solution (yes/no).
- b. Describe how the orchestration and monitoring and management visibility works for multi-tenant operation.
- c. Advise any constraints or limits on multi-tenant operation, e.g., number of tenant groupings.
- d. Advise whether tenants can be created for divestiture, and, if so, how these could be handled.
- e. Confirm that solution could operate independently (if required) within the US.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c. - d. - e.

3.8. Multicast

Supplier should describe whether (yes/no) and how the solution supports multi-cast.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.9. IPv6

Supplier should:

- a. Confirm whether there is immediate ability to support IPv6 (yes/no).
- b. If already supported, state any limitations on IPv6 use.
- c. Describe and comment on the potential to implement this during Supplier's SD-WAN solution implementation.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c.

3.10. WAN Optimization Capabilities

Supplier should summarize any in-built (native to SD-WAN solution) WAN optimization capabilities.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.11. Network Transport Types

Supplier should:

- a. Confirm that Ethernet connectivity is possible.
- b. Describe and comment on any constraints on network transport connectivity, including for:
 - MPLS/Switched Ethernet
 - Dedicated Internet Access
 - xDSL
 - Cable – please provide DOCSIS version and capabilities
 - 4G LTE/5G

- Other Please provide details on transport proposed.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: a. b.

3.12. Circuit Aggregation

Supplier should:

- Advise if the SD-WAN solution can effectively aggregate the bandwidth available from multiple circuits and circuit types.
- Describe how this is achieved and how it would benefit Catholic Charities.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: a. b.

3.13. Circuit Utilization

Supplier should:

- Advise on the typical levels of circuit utilization that can be sustained while delivering predictable application performance.
- Describe how this is achieved and can be demonstrated.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: a. b.

3.14. Capacity Limitations

Supplier should confirm any capacity limitations on the SD-WAN solution, including:

- Maximum number of circuits that each SD-WAN on-site instance type can handle.
- Maximum aggregate and individual circuit bandwidth that each SD-WAN on-site instance type can handle.
- Maximum number of sites.
- Any other capacity, scaling or sizing constraints for the on-site instances or controller/orchestrator.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c. - d.

3.15. Prioritization and Failover

Supplier should describe the prioritization and failover approach(s) used in its solution when the network service is constrained whether due to path performance related (latency, jitter), wider congestion, or failed circuit. Specifically providing:

- a. A high-level description of the SD-WAN solution approach to application prioritization, including the ability to potentially drop applications or to “throttle” traffic at a remote end.
- b. Details of the approach to circuit failover, including the method and expected speed/timescales to switch between circuits.
- c. A summary of any alternative options for fail-over management within the Supplier’s solution.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c.

3.16. Cloud Provider Connectivity

Catholic Charities anticipates an increasing need for future connectivity with various cloud providers including Microsoft (Office 365), Amazon Web Services (AWS) and Google. Supplier’s solution will need to interconnect to these cloud services. Supplier should describe the preferred method its SD-WAN solution uses to connect with these cloud service providers.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.17. Internet Offload and Split Tunneling

Supplier should:

- a. Describe the solution capabilities and support for business class Internet offload at the branch.
- b. Outline any reliance on split-tunneling and where split-tunneling fits, if at all, within Supplier’s SD-WAN offering.
- c. For business-class Internet Offload, outline Supplier’s reliance on and list partners required to enable/deliver this capability.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c.

3.18. Hardware Capabilities

Supplier should list the key features of its hardware for capacity, security features, and value add capabilities. In addition, Supplier should list the interfaces (e.g., Ethernet) it supports.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.19. Hardware Configuration

Supplier should describe how its SD-WAN hardware is initially configured when deployed at a Catholic Charities location. Supplier should describe if the equipment must be configured remotely, on-site, and what human intervention is required.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.20. Transition from Current Architecture

In general terms, Supplier should describe the:

- a. SD-WAN solution's ability to co-exist with current IT and networking infrastructure, including, specifically, existing hardware.
- b. Main architectural steps towards a revised architecture that the Supplier would suggest for Catholic Charities to take the greatest advantage of SD-WAN.
- c. Summarize available gateways and their use as part of a progressive transition.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c.

3.21. SD-WAN Solution Roadmap

Supplier should describe the SD-WAN solution roadmap for the next 2-3 years and identify future enhancements that will be made available to Catholic Charities over the contract term.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.22. Inherent Security Features/Capabilities

Supplier should:

- Summarize the security features/capabilities inherent (native to) within the SD-WAN solution.
- Summarize the extended security features/capabilities that could be provided by Supplier or via service chaining/insertion of third-party capabilities/features.
- Identify preferred partner(s) for extended security features/capabilities.
- In Appendix A “Security” tab, list security features/capabilities and confirm that they are zero charge or, as applicable, provide charge information.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: a. b.

3.23. Cloud-Based Firewalls and DMZ

Supplier should describe its ability to provide and maintain cloud-based firewalls and a cloud-based DMZ for business-class Internet access.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.24. Software Licensing

3.24.1. Approach

Supplier should describe the approach to software licensing, authorization and control. Supplier’s response shall be consistent with its response and pricing in Appendix A.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.24.2. License Tier Bandwidths

Supplier should explain how the bandwidth (i.e., license tier) would be calculated for different MPLS or DIA port or broadband circuit sizes.

- Describe how licensing would be affected, if consumption on these ports was on average 50% of the total port/bandwidths, i.e., what would the license tier be?
- Detail the options for in-life adjustment of licenses if, for example, actual consumption on a circuit proves to be much less than the total port value or other agreed bandwidth.
- Advise what happens if actual site bandwidth exceeds (including bursting) the license bandwidth. Supplier shall describe how it measures bandwidth consumption.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c. - d.

3.24.3. License Matrix

Where there are variants of licenses on offer that have different included capabilities, Supplier shall complete the License Matrix in Appendix A.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.25. Provisioning and Configuration

Supplier should:

- a. Describe how its SD-WAN hardware and/or software is initially configured when deployed at a Catholic Charities location.
- b. Describe if the equipment must be configured remotely, on-site, and what human intervention is required.
- c. Summarize any on-site or other dependencies for provisioning at a site.
- d. Highlight features that render the SD-WAN appliance inoperable if a device is stolen or not delivered to a site.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c. - d.

3.25.1. Monitoring Dashboards

Supplier should detail what monitoring dashboards would be available to Catholic Charities with the Supplier's proposed solution. Screen shots should be provided as a separate attachment to Supplier's proposal response.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.26. SD-WAN Solution Management Capabilities

Supplier should describe the SD-WAN solution's inherent management capabilities in general terms, and specifically provide comment on the following:

- a. General overview
- b. Baselining application performance.

- c. Identification of added sites and devices.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>
	Please ensure all items are covered: - a. - b. - c.

3.27. Application Visibility

Supplier should describe the level of application performance visibility and reporting that is provided with Supplier's proposed SD-WAN solution.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.28. Management Reports

Supplier should list and provide a short summary description of the primary management reports available with its SD-WAN solution. Screen shots should be provided as a separate attachment.

(add rows as required)

Report	Brief Description

3.29. APIs

Supplier should provide an overview document for available APIs with its solution and describe how APIs are added to its list of available APIs; provide as a separate document attached to Supplier's proposal response.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

3.30. Education and Training Support

Supplier should confirm what education and training support to Catholic Charities in the best use of Supplier's SD-WAN solution that Supplier would be able to provide.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4. WAN SERVICES REQUIREMENTS

IF SUPPLIER DOES NOT OFFER A REQUESTED FEATURE OR SERVICE, OR IF THE FEATURE WORKS DIFFERENTLY FROM THE WAY A REQUIREMENT IS STATED, SUPPLIER MUST DESCRIBE ITS OFFERING, IF ANY, THAT MOST CLOSELY MATCHES THE REQUIREMENT AND EXPLAIN HOW THE FUNCTIONALITY MAY BE ACCOMPLISHED.

ALL SERVICES DESCRIBED IN SUPPLIER'S PROPOSAL IN RESPONSE TO THE RFP'S REQUIREMENTS MUST BE INCLUDED IN ITS PRICING IN APPENDIX A. SUPPLIER SHALL NOT DESCRIBE SERVICES THAT ARE NOT ACCOUNTED FOR IN ITS APPENDIX A PRICING.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities (or a Catholic Charities affiliate) is not acceptable and will be treated as 'Does Not Comply'.
2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

4.1. Overview of Services

Catholic Charities intends to procure the following network transport services that are described in detail in this section.

- MPLS Services (for key locations)
- Broadband Services
- Dedicated Internet Services
- Local Ethernet Access Services (for MPLS and DIA)

Supplier acknowledges that it has responded to the applicable sections for those services it has proposed, and its response is consistent with its Appendix A pricing submission.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.2. Dedicated Local Access Services

This section provides Catholic Charities' requirements regarding dedicated access circuits that Supplier will need to provide for dedicated connectivity between Catholic Charities' locations and Supplier's network POPs. Separate circuits may be required for different services at the same site.

4.2.1. Proactive Local Access Circuit Monitoring

Supplier shall explain its capability to proactively monitor local access circuits, auto generate a trouble ticket, notify the incident ticket information to Catholic Charities and initiate local access circuit maintenance and repair **assuming the Supplier is monitoring and managing the SD-WAN device it is proposing.**

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.2.2. Access Service Providers

Supplier shall in connection for providing dedicated local access services/facilities, provide its response under each bullet shown below.

- A description of the circuit providers used by Supplier to provision dedicated local access (e.g., alternative Incumbent Local Exchange Carrier ("ILEC") or Competitive Local Edge Carrier ("CLEC"), or PTT or Supplier-owned infrastructure) in the locations where Supplier is proposing to provide service to Catholic Charities
- A description of the wireless access solutions (e.g., microwave relay, etc.) and the proposed wireless technology used by Supplier to provision dedicated access in the locations where the Supplier is proposing to provide service to Catholic Charities
- Identification of areas in Central and Western Maryland where Supplier has constructed a local network build-out and has service available.
- List all Catholic Charities locations from Appendix A, which are already physically connected to a Supplier-owned access facility (i.e., On-net or Type 1 local access)

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.2.3. Dedicated Local Access and POP Diversity

Supplier will provide dedicated local access diversity, as well as POP diversity, for those sites as specified in Appendix A. These locations which require local access and / or POP diversity will be identified in Appendix A and Supplier shall incorporate the costs for both physically diverse dedicated local access and POP diversity in the appropriate columns.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.3. Private Network Services

Note: this section primarily addresses MPLS services which is what Catholic Charities utilizes today. While most of the future-state Catholic Charities WAN will be Internet-first, private networking Services will be required for a handful of sites. If a Supplier does not offer MPLS, an alternative private network service such as switched Ethernet is acceptable. Please respond to Section 4.3 requirements for the private networking service proposed.

4.3.1. Core Private Network Description

4.3.1.1. Private Network Architecture

Supplier shall describe its MPLS/Ethernet physical and logical architecture. Supplier shall provide its response under each bullet shown below:

- The core (P-router) and edge (PE-router) network equipment manufacture and model (e.g., Cisco GSR, ESR or Route Processor Modules (RPMs) within a multiservice switch)

- Whether Supplier's architecture allows MPLS traffic to be transported over the same P-router that also supports Public Internet traffic. Supplier shall also state if its architecture allows MPLS traffic to be transported over the same edge router that also supports Public Internet traffic.
- Whether inter-AS MPLS/VPN is supported (for unicast and/or multicast), and if so, describe arrangements Supplier has with other providers.
- Whether Supplier assigns a unique RD per VRF per PE-router, uses a Route Reflector and how it combines both in the case of load-balancing.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.3.1.2. Third-Party Infrastructure

Supplier shall identify those segments or POPs in its edge and core network infrastructure in its proposed solution where a third-party network provider (e.g., wholesale telecom provider, Autonomous System (AS) Border interconnects, resold services or NNI arrangements) is used to provide service instead of Supplier's own MPLS infrastructure.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.3.2. Private Network Protocols

Supplier shall describe which CE-to-PE routing protocols are supported by its private network service.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.3.3. Classes of Service Descriptions

Supplier must detail each of the Classes of Service that it can offer to Catholic Charities using the following table.

IETF Designation	Supplier Name for the Class of Service (e.g., Real-time, Premium data, CoS 2, etc.)	Supplier IETF Designation (i.e., AF31, AF32, or AF33)	DSCP (specify in decimal)
EF			
AF4x			
AF3x			
AF2x			
AF1x			
BE			

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.3.4. Private Network Reporting

Supplier shall describe its MPLS/Ethernet reporting capabilities. Catholic Charities expects the reports to be provided without additional charge. The reporting can be web-portal based and must provide at a minimum:

- A database of dedicated local access circuits and MPLS/Ethernet service documentation in electronic, importable format
- Performance reporting (port availability, peak and average utilization, round-trip delay (site to site), DDR (site to site) and Jitter
- 180 days (or more) of historical data

Supplier shall provide a representative sample copy of each standard report as specified above.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.4. Dedicated Internet Services

4.4.1. Internet Service Capabilities

Supplier shall describe its IP network capabilities and shall provide its response under each bullet shown below:

- Supplier shall describe if it is a Tier 1 provider, Tier 2 provider, etc. in terms of its Internet Service Provider classification.
- Supplier shall provide the number and type of Public and Private peering arrangements, listing partners, quantities, locations, and overall percentage of Private vs. Public peering points / connections.
- Supplier shall state if its service supports BGP routing.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.4.2. IPv6 Compliance

Supplier shall indicate where its IP service is currently compliant and whether it has implemented and can support the IPv6 addressing standard (e.g., at the PE-router for the applicable Catholic Charities locations). If Supplier is not currently IPv6 compliant, please explain when it will become compliant.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.4.3. Internet Security

Supplier shall describe how and to what extent it will support Catholic Charities, at no additional cost, by providing Catholic Charities Internet traffic monitoring with its dedicated Internet service (i.e., transport service only and excluding any equipment) that can assist Catholic Charities in preventing or mitigating hacker and other malicious attacks for the

following types of attacks. Supplier shall provide its response under each bullet shown below:

- Denial of Service (DoS) and Distributed DoS
- IP Spoofing
- Illegal and/or Catholic Charities policy-defined unacceptable use of Catholic Charities' ISP connection

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.5. Broadband Internet Services

Catholic Charities requires a broadband service at selected locations, as delineated in Appendix A, which is handed off as Ethernet. Please reference the site categories defined in Appendix D.

If xDSL/cable/4G/5G/fiber broadband cannot qualify at a site or the broadband is expensive, then Supplier shall propose and price a dedicated local access circuit and Internet port as a substitute to the broadband connection.

In addition, Catholic Charities requires Supplier to install, monitor, maintain and manage the Supplier provided CPE device associated with the broadband service. Supplier will provide and own the CPE device. The service demarcation point for this service is the LAN side of the CPE device. Supplier should also describe the broadband service reports that will be provided to Customer as part of the broadband service.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.5.1. Broadband Service Description

Supplier shall provide a thorough technical and commercial description of its xDSL, cable, 4G/5G, and fiber to the premise broadband service offerings. In the description, Supplier must identify the types of broadband services available (e.g., ADSL, IDSL, SDSL, 4G, etc.) as well as unique service features. Details of Supplier's core transport network should also be provided (e.g., Public Internet, Private IP network).

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

4.5.2. Broadband Service Geographic Coverage

Supplier shall describe its broadband service coverage and identify any areas in Central Maryland where Supplier cannot provide service.

In addition, where the service is provided via a third-party partner based on the locations requiring this service as specified in Appendix A, Supplier will list the partner and the partner's role in providing Supplier's service.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5. MANAGED SERVICES REQUIREMENTS

IF SUPPLIER DOES NOT OFFER A REQUESTED FEATURE OR SERVICE, OR IF THE FEATURE WORKS DIFFERENTLY FROM THE WAY A REQUIREMENT IS STATED, SUPPLIER MUST DESCRIBE ITS OFFERING, IF ANY, THAT MOST CLOSELY MATCHES THE REQUIREMENT AND EXPLAIN HOW THE FUNCTIONALITY MAY BE ACCOMPLISHED.

ALL SERVICES DESCRIBED IN SUPPLIER'S PROPOSAL IN RESPONSE TO THE RFP'S REQUIREMENTS MUST BE INCLUDED IN ITS PRICING IN APPENDIX A. SUPPLIER SHALL NOT DESCRIBE SERVICES THAT ARE NOT ACCOUNTED FOR IN ITS APPENDIX A PRICING.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities (or a Catholic Charities affiliate) is not acceptable and will be treated as 'Does Not Comply'.
2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

5.1. Managed Services Overview

This section provides the requirements for managed equipment services (as specifically described in the requirements within this section) and applies to all in-scope equipment detailed in Appendix A. This section is organized into six sections:

- Break-Fix Maintenance Services
- Management Services
- Supplier Managed Services Tools

Supplier acknowledges it has responded to all sections.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.2. Break-Fix Maintenance Services

This section sets out the break-fix maintenance services that Catholic Charities requires in relation to all in-scope equipment detailed in Appendix A (including any required spare parts or devices). The pricing that Supplier provides for maintenance services in its response to Appendix A must correspond to the requirements in this section, to Supplier's response to these requirements and to the maintenance coverage and service level specified.

Maintenance is defined as 'break-fix', the repair, replacement, or other resolution (e.g., through re-boot of a device) of a failed part, device or equipment software and the subsequent testing to confirm correct operation consistent with all service parameters of the repaired/replaced device and its interface and operation with associated equipment, communications facilities and services. Maintenance includes the provision of all necessary spare parts and all remote and on-site repair and testing activities.

5.2.1. Overview of Supplier's Maintenance Service

Supplier shall provide an overview of its maintenance services, including the aspects of its services that are provided by subcontractors as well as a list of the subcontractors that will perform the services. Supplier shall explain any differences in its maintenance services as applicable to different equipment types and manufacturers.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.2.2. Repair and Replacement Requirements

Supplier will provide the following services as part of the repair or replacement of equipment:

Requirement	Supplier Complies? (Y/N)
Provide any required peripheral cabling and accessories that interconnect in-scope equipment during the repair and replacement process.	
Supplier will be required to reload the appropriate equipment software, such as Operating System (OS) and configurations for field replacement of failed devices.	
Ensure proper storage and archiving of equipment software and configuration files necessary to reload software as part of the device restoral or change management activities.	

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.2.3. Maintenance Commencement and Termination

Supplier shall only begin commencement of maintenance and management monthly recurring charges after Catholic Charities accepts the device and notifies Supplier that the device is in production.

Supplier shall terminate maintenance and management monthly recurring charges when Supplier removes the device from service or Catholic Charities notifies Supplier to remove the device from maintenance coverage, whichever occurs first.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.2.4. Spare Locations

Supplier shall state where it plans to locate spare parts and devices to support the service level requirements. Supplier shall state whether it plans to locate spares at its own depot facilities, roaming vans or if it plans to request space for spares at Catholic Charities' sites or use some combination of these.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3. Management Services

Supplier shall provide management services (as specifically described in the requirements within this section) in relation to all in-scope equipment detailed in Appendix A. The pricing that Supplier provides for management services in its response to Appendix A must correspond to the requirements in this section and to Supplier's response to these requirements.

The required management processes and functions include:

- Incident Management
- Problem Management
- Preventative Maintenance
- Configuration Management
- Change Management
- Asset Management
- Other Management Support Services

The remainder of this section provides additional details and requirements for each of these functions.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.1. Incident Management

'Incident Management' is defined as the set of processes, people and tools that provide monitoring, incident detection and classification and incident resolution for all in-scope equipment, software, and network services. It is worked real-time to ensure that user services are available. Incident Management is a continuous process whereby incidents are logged, tracked, expedited and resolved.

Supplier acknowledges this definition as part of its proposal response.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.1.1. 24x7 Proactive Monitoring of Equipment

Catholic Charities requires Supplier to provide 24x7 proactive monitoring for all in-scope equipment detailed in Appendix A. Note that "proactive" is defined as the use patterns, logs, AI, system generate alerts/events etc. to enable incident prevention ahead of a Catholic Charities service impacting incident. Supplier will proactively monitor the equipment to ensure its proper operation and performance. When a Catholic Charities end user detects an outage, he/she will call the Catholic Charities' service desk. The appropriate and authorized Catholic Charities service desk will then notify Supplier's NOC.

As part of the 24x7 proactive monitoring, Supplier will:

Requirement	Supplier Complies? (Y/N)
Provide proactive monitoring to enable event detection and incident prevention over incident correction	
Detect incidents and abnormal equipment behavior, and classify it according to the severity levels defined in the Service Level Requirements section and notify Catholic Charities of these incidents prior to Catholic Charities or end user input	
Ensure that the necessary features and capabilities are implemented on the equipment to enable effective proactive monitoring, incident detection and satisfaction of service level requirements	
Provide real-time network performance monitoring and network traffic analysis (up to and including network traffic dumps) in support of Catholic Charities application performance monitors/dashboards.	

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.1.2. Incident Tracking and Documentation

For all active incidents, Supplier will keep copies of the incident records updated for the purpose of incident tracking and trending for the previous twelve (12) months. Supplier will provide a monthly Incident Tracking and Trending report to Catholic Charities.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.1.3. Incident Notification and Escalation

Supplier will notify Catholic Charities of events logged by entering events into Catholic Charities' IT Service Management (ITSM) system. Catholic Charities currently utilizes Service Now for service management. In addition, Supplier will:

Requirement	Supplier Complies? (Y/N)
Provide the required status updates to Catholic Charities for incidents, including updates relating to incident diagnosis and resolution	
Coordinate incident resolution efforts among all necessary parties (e.g., on-site Supplier technicians, third-party vendors, service providers, etc.)	
Coordinate dispatch, escalation, access and tech support for Supplier's field technicians or third-party technicians'	
Provide network protocol expertise and troubleshooting assistance. For example, this includes access to real-time capture of network traffic and the expertise to decipher the protocols and errors seen	

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.1.4. Incident Diagnosis

Supplier is required to perform incident diagnosis including automated event correlation to resolve the incident and restore full operation to meet or exceed the service level requirements. If required, Supplier will collaborate with Catholic Charities' designated support personnel and/or the equipment manufacturer to troubleshoot and resolve an incident. However, Supplier is the responsible and empowered entity to address incidents and meet or exceed the service level requirements.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.1.5. Incident Dispatch

Once an incident has been diagnosed, Supplier shall determine whether to resolve the incident remotely or dispatch a field technician to meet or exceed the service level requirements. Supplier is responsible for the following:

- If required, dispatch an on-site field technician to resolve the incident.
- Coordination of facility access with the designated Catholic Charities representative
- Repair and/or replacement of hardware and/or reloading of software and its configuration.
- Provide incident status updates according to the severity levels and escalation procedures specified in the service level requirements.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.1.6. Incident Resolution

Once Supplier has determined if remote resolution or on-site dispatch is required and the cause of the outage or service degradation, it will immediately begin the resolution of the incident. In the process of troubleshooting and resolution, Supplier cannot create a service outage without explicit approval from an authorized Catholic Charities representative.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.2. Problem Management

Supplier shall provide a sound Problem Management process that minimizes the adverse impact of incidents and problems on the business and prevents recurrence of incidents. Where Incident Management's aim is rapid restoration of service operations and functionality, Problem Management's aim is diagnosis of the underlying cause of the incident(s) and prevention/reduction of future incidents. Supplier will work and coordinate with the OEM to assist in resolving problems and performing Problem Management. Additionally, Supplier will coordinate with Catholic Charities planning and/or application teams to perform problem management.

The Problem Management process is intended to reduce both the number and severity of incidents and problems on the business. Therefore, Supplier shall illustrate that information

on previous service events and incidents is documented in such a way that it is readily available to its NOC staff.

Supplier shall describe its system(s) or tool(s) for incident and event information and its integration in the Problem Management process.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.2.1. Problem Tracking and Trending Report

Supplier shall develop a Problem Tracking and Trending report that provides incident tracking, trending, and recommendations. The purpose of the report is to use past incident history and proactive analysis to reduce the total quantity and the severity of incidents in the future.

The historical analysis shall review past incidents and issues including the review of historical incident and root cause information provided in performance, capacity planning and trouble ticket reports. Supplier will also use trending, contextual history (i.e., traffic patterns and events occurring up to the incident), actual incident report data and recurring incident information.

T

Supplier will provide the report on a quarterly basis with the first report published within six (6) months of the contract effective date.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.3. Preventative Maintenance

Supplier will perform all preventative maintenance including implementing SD-WAN software updates in accordance with Catholic Charities' Change Management process. Supplier will notify Catholic Charities and request approval to implement such updates/patches within ten (10) business days after the release of such update/patches by the manufacturer.

For purposes of responding to this RFP, Catholic Charities defines a 'software update' or 'patch' as a bug-fix, a change in SD-WAN release version (within the same feature set), when the OEM of the software provides the update at no additional cost to Catholic Charities. Supplier shall include this preventative maintenance service in its overall Appendix A management monthly recurring pricing and not charge separately for it.

Prior to implementation of any SD-WAN upgrades, Supplier will work with Catholic Charities to confirm that the update maintains compatibility and interoperability with existing equipment.

Supplier will perform all Preventative Maintenance that has the potential to cause a business disruption outside of normal business hours, during a Catholic Charities accepted change window. Supplier shall take this requirement of out of business hour performance of Preventative Maintenance activity into account in its Appendix A pricing.

Supplier will proactively recommend to Catholic Charities on a quarterly basis, SD-WAN upgrades based on the most recent manufacturers' software update and release recommendations.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.4. Configuration Management

Configuration Management is defined as the development and maintenance of Catholic Charities' logical and physical inventory and detailed configurations of all in-scope equipment and network infrastructure. Catholic Charities, or its designee, will review and approve all device configurations.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.4.1. Configuration Management Database

Supplier will provide a Configuration Management Database (CMDB) to define and maintain configuration items as part of its managed equipment service to Catholic Charities. This shall include equipment hardware and software configuration details by site address, as specified in the Asset Data Records section below. A Configuration Item (CI), in the context of this RFP, is equipment, a card within a device (e.g., control module), the software on the equipment and an associated network POP or a local access circuit, if applicable.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.5. Change Management

'Change Management' is the process of assessing, controlling and managing changes to Catholic Charities' SD-WAN equipment or any aspect of related services. The primary goal of this process is to ensure that changes are properly planned for, communicated, and approved.

Supplier will develop and maintain procedures and controls for all changes that comply with Catholic Charities' Change Management process, record all MACD changes and make automated CMDB updates that accurately reflect the change and post-change information for the affected CI(s). Please describe Supplier's standard process for Change Management.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.5.1. Request for Change (RFC)

A 'Change' is defined as a variation or alteration in form, state, quality, or function that results in a new state of a CI or a new relationship between the CI and another CI. A Change may include the move, addition/installation, change, or deletion/de-installation of a CI. The following information should be collected for every RFC. Supplier shall indicate 'Yes' or 'No' confirming if it will capture each item of information.

RFC Item Description	Will Supplier capture RFC information (Yes/No?)	Supplier comments
Description and identity of item(s) to be changed including CI identification(s)		
Reason for Change		
Status of RFC – i.e., ‘logged’, ‘assessed’, ‘rejected’, ‘accepted’, ‘sleeping’		
Name, location and telephone number of Change requestor		
Date that the Change was proposed		
Change priority and type (i.e., remote, on-site, simple, complex or emergency)		
Scheduled implementation		
Actual implementation date and time		
Authorization signature (electronic) and date/time		

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.5.2. Change Window Requirements

Supplier will be available 24x7 to support Catholic Charities’ changes or MACDs during the term of the contract. Supplier will perform MACDs and test equipment in a manner that is least disruptive to customer’s business operations, including performing service-affecting changes during non-business hours.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.5.3. Change Back-Out Plan

Supplier will have a back-out plan for each Change, providing how and when a CI(s) affected by the Change should be returned to a stable state.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.6. Asset Management

An ‘asset’ is defined as all hardware, software, and the associated configuration information for each item of Catholic Charities’ in-scope data and other equipment by site. Supplier will develop, maintain, and update an asset management system and provide a secure off-site backup in accordance with customer’s change control policy. Please describe the system supplier plans to utilize to meet this requirement.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.3.7. Other Management Support Services

5.3.7.1. Non-Supplier Transport Support

Catholic Charities requires that Supplier support non-Supplier provided local access or WAN transport used in connection with Supplier-provided SD-WAN equipment. Supplier acknowledges it will support locations on the network connected via non-Supplier transport services. Supplier must detail any operational or support related limitations associated with supporting equipment over non-Supplier transport connections.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

5.4. Supplier Managed Services Tools

Supplier shall provide a description of its currently deployed service management tools and systems that it will use to support the management services described in all the previous sub-sections of this section. No incremental costs shall apply for any of the tools used by Supplier to render the services. Please complete the following table:

Management Service Category	Tool Name	Tool Description
Incident Management		
Problem Management Tracking and Trending		
Maintenance		
Configuration Management		
Change Management		
Asset Management		
<i>Supplier to insert rows as necessary</i>		

As part of this section's response, Supplier **shall provide a response for each bullet** listed below.

- How its service management tools support the ITIL framework and guidelines
- How it will communicate to Catholic Charities its new processes and procedures when a new tool is introduced, or an existing tool is significantly upgraded
- How its service management tools are maintained (patches, lifecycles, testing, audits, personnel training)?
- The security capabilities of its service management tool

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6. SERVICE LEVEL REQUIREMENTS

IF SUPPLIER IS UNABLE TO AGREE WITHOUT RESERVATION TO ANY OF THE TERMS DESCRIBED IN THIS SECTION INCLUSIVE OF ANY REFERENCED APPENDICES, IT SHOULD PROVIDE AN EXPLANATION FOR EACH EXCEPTION.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
 1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities is not acceptable and will be treated as 'Does Not Comply'.
 2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
 3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

6.1. General Service Level Requirements

The following general service level requirements (SLRs) detailed in this section apply to all services proposed by Supplier.

6.1.1. Credits for Failures to Meet Service Levels

Catholic Charities will be entitled to credits specified in all agreed-upon service levels according to the actual performance of the services provided by Supplier. Such credits for failure to meet service levels will be proactively posted in accordance with Service Level Credits section in the Financial Requirements section.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.1.2. Determination of Compliance with Service Levels

Supplier will report monthly performance against each service level, and then may provide a written explanation for Supplier's determination that an Incident, Incident response or failure to meet a service level is excused. As used in this section, 'Incident', 'Problem' and 'Outage' will have the equivalent meaning. If Catholic Charities disagrees with Supplier's determination of compliance or non-compliance with a service level, both parties will provide available relevant data in their possession to reach agreement on service level compliance. Catholic Charities reserves the right to pursue further dispute resolution if the parties do not agree.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.1.3. Root Cause and Preventative Action Plan

Supplier will provide a report of the root cause and corrective action analysis for any Severity 1 and Severity 2 Incidents or performance degradations adversely affecting the service or equipment so that it is unusable by Catholic Charities in any respect. Definitions are in the Severity Level Definitions and Escalation Procedures below.

This report will provide, at a minimum, the following items: 1) the root cause and scope of the Incident or degradation, including any impacted service level(s); 2) identification and analysis of obstacles in recovering services or affected equipment; 3) a preventative action plan to be implemented to prevent future occurrences; 4) a preventative action plan for other systems/environments, and 5) an incident timeline.

Supplier will use commercially reasonable efforts to deliver this report within **five (5) business days** after the applicable Incident has been resolved.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.1.4. Service Level Compliance and Credit Report

Supplier will provide a monthly Service Level Compliance and Service Credit report (the 'Report'). The Report will provide the following information:

- Actual service level achieved against associated service levels for the applicable services and Catholic Charities sites.
- Service levels not met and any service credits due to Catholic Charities including both percentage and calculated absolute value of credit.
- Other remedies triggered based on actual performance versus applicable metrics.
- Number of Incidents organized by Severity Level
- Number of Incidents not meeting the service level
- A summary view and a historic trending analysis of actual service performance against service levels over the preceding twelve months or from service commencement, if service has been implemented for a shorter period.

Supplier shall deliver the Report via email no later than thirty (30) calendar days after the end of the reporting month, and it shall review the Report with Catholic Charities during the periodic stewardship review meetings.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.1.5. Chronic Service Interruptions

A Chronic Service Interruption is deemed to have occurred when either of the following two conditions occurs for a specific service or item of equipment:

- When service at a site suffers from a Severity 1 incident (regardless of the duration of the outage) three (3) times within a three (3) month period
- If a site's service or service component fails to meet any single performance metric three (3) times within a three (3) month period

When a Chronic Service Interruption occurs, Supplier will conduct a service review to determine the root cause and problem(s) of the chronic condition. In addition to this review, for the specific service at a site that is subject to a Chronic Service Interruption condition, the Supplier will, at Catholic Charities' request:

- Re-provision the service (inclusive of the dedicated local access, if applicable) at the Supplier's expense
- If, after re-provisioning the service, Catholic Charities is not satisfied that the Chronic Service Interruption condition has not been remedied within sixty (60) calendar days from the time that the Chronic Service Interruption condition occurred, then Catholic Charities may terminate the affected service without any cancellation or termination charges.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.1.6. Severity Level Definitions and Escalation Procedures

6.1.6.1. Severity Level Definitions

Supplier shall confirm its compliance with the following Severity Level Definitions which are used to and referred to throughout this RFP.

Severity Level	Problem/ Definition /Examples
1	Severity Level 1 is defined as an incident or outage that causes or may cause a complete loss, or significant degradation of the service at a site so that it is unusable by the Catholic Charities and where there is no automatic and equivalent interim restoration of the service. <u>SD-WAN solution and WAN service details:</u> • A completed loss of the service or the impacted business function is halted at a site or facility of Catholic Charities
2	Severity Level 2 is defined as an outage or incident that causes a partial loss, or performance degradation that makes the service unusable. The impact is not critical and there is an equivalent interim bypass or alternative route that prevents the impact and is available for a sustained period. <u>SD-WAN solution and WAN service details:</u> • An incident on a redundant link (e.g., Primary or Secondary is down) • Catholic Charities' top management affected
3	Severity Level 3 is defined as an incident which degrades the service only for a limited time and without blocking and where an automatic, immediate and equivalent interim restoration of the service is available. It has minimal impact on the Catholic Charities' ability to use the service, has minimal business risk and it is not necessary for the Catholic Charities to create an alternative way to execute its business processes. <u>SD-WAN solution and WAN service details:</u> • An incident that makes a Service unusable or degrades the service for a limited time with some minor operational impact; the limitation does not impact in a significant manner on service delivery (e.g., performance issues on a link with limited impact on the traffic)

Severity Level	Problem/ Definition /Examples
4	Severity Level 4 includes the following definitional items: • An incident that does not cause any loss or degradation of service at a site but that requires corrective action or preventative maintenance at a pre-scheduled time. • Monitoring problem, documentation errors or exclusions • Administrative changes to meet Catholic Charities needs that are not required to be completed within 24 hours. • Planned outage for scheduled maintenance.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.1.6.2. Severity 1 and 2 Escalation Procedures

The following defined Supplier actions and escalation path will take place:

Task	Time Interval Severity 1	Time Interval Severity 2
Provide notification to Catholic Charities' IT management	15 minutes	30 minutes
Provide estimated time of service restoration to Catholic Charities' IT management	30 minutes	60 minutes
Escalate to Service Delivery or NOC Manager	1 hour	2 hours
Escalate to Service Delivery or NOC Director	2 hours	4 hours

- At hourly intervals or as events warrant, Supplier will update the Incident Ticket and provide status updates.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.1.7. Exceptions

Supplier must list all exceptions to service level commitments that it will require (i.e., circumstances or events that would relieve Supplier from its obligation to meet a service level commitment or from applying an incident or outage against its service level compliance). Supplier **should not provide its standard SLA document** in response to this section; rather, it should provide a limited, considered, customized list of the exceptions that would apply based on the scope of services it is bid upon in this RFP.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.2. Managed Services Service Level Requirements

6.2.1. Maximum Time to Restore Service Levels

Supplier will repair or restore all equipment that is maintained by Supplier within the following equipment maximum time to restore service levels. These service levels are required for the equipment where the Coverage has been specified as shown in Appendix A. **It is important to note that the equipment time to restore service levels are the maximum time to repair or restore and are not averaged or a mean.** In addition, the maximum time to repair or restore service levels apply, regardless as to whether the Supplier requires to repair or replace hardware, or the Supplier can restore the device remotely. The Supplier's Appendix A pricing shall reflect and accommodate these service levels.

The service levels and their applicable service credits below will go into effect when a site's equipment has been installed by Supplier (if applicable) and maintenance and management services have commenced regardless of site category or location.

Service Level Description	Customer Service Level	Customer Service Credit Requirement (Note 3)	Supplier's Proposed Service Credit
Repair an item of equipment or Restore Service within four (4) hours	7 x 24 x 4-hours	50% of the combine total of the maintenance and management MRC for the item of equipment	
Repair an item of equipment or Restore Service by the end of the Next Business Day (NBD) (Note 2)	8 x 5 x NBD	50% of the combine total of the maintenance and management MRC for the item of equipment	

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

6.2.2. MACD SLRs

The following requirements apply to Change - MACD Service Requests transmitted to Supplier. For all MACDs, the performance interval or 'clock' will commence on the day the Supplier receives the applicable Change order. In addition, Supplier shall assume 70% of remote MACDs are performed during normal business hours and 30% during non-business hours and take that into account in their Appendix A pricing.

Supplier will provide a tabular status report and trending analysis for all MACDs performed in the prior month by Site ID code and address. Supplier will organize the MACDs by MACD type (remote vs. on-site vs. complete).

Equipment and MACD Type (Note 1)	Customer Requirement (Note 2)	Service Credit (Note 3)	Supplier Proposed Commitment	Supplier Proposed Service Credit
Data Device Remote Emergency	4 hours	\$200		
Data Device Remote Simple	1 business day	\$100		
Data Device Remote Complex	2 business days	\$100		
Data Device On-site Simple	3 business days	100% of MACD NRC		
Data Device On-Site Complex	5 business days	100% of MACD NRC		
Right first time - On-site MACD	>90%	100% of failed MACD NRC		
Right first time - Remote MACD	>90%	\$100		

Note 1: 'Remote' is defined as a MACD performed remotely by Supplier; for example, from Supplier's NOC and requires no truck roll to the site. 'On-site' is defined as a MACD which requires Supplier to visit a site with a truck roll even if no hardware is replaced or added. In addition, there are three (3) MACD types: Simple, Complex and Emergency.

A Simple MACD is defined as a MACD that requires limited effort from Supplier's personnel to accomplish with a few steps necessary to complete the MACD.

A Complex MACD is defined as a MACD that requires more effort than a Simple MACD with multiple steps to complete the MACD.

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

6.3. MPLS/Switched Ethernet Service Level Requirements

6.3.1. MPLS/Switched Ethernet Provisioning Service Level Requirements

Unless otherwise specified in the service level description, Supplier will assume the metrics below apply to all locations shown in Appendix A.

In the event Supplier misses any of the provisioning or interval service levels set forth in the matrix below, Catholic Charities requires the following service credits specified below. All intervals are in business days unless otherwise specified.

Service Level Description	Customer Requirement (in business days)	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment (in business days)	Supplier's Proposed Service Credit
Interval to approve or reject order from Catholic Charities Applies to new or existing locations (new install of local access and port and change orders for existing services)	5	50%		
Change an existing port's speed (assumes no change to existing dedicated local access)	5	50%		
Change (add, modify or delete) a CoS speed or profile on an existing port	5	50%		
Provide firm order commitment "FOC" date or like designation after order is approved	15	50%		

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

6.3.2. MPLS Performance Service Level Requirements

Supplier must specify its MPLS service performance service level commitments for the metrics specified below. All metrics are calculated over a calendar month. In addition, all metrics provided will be measured and reported to Catholic Charities based on the service demarcations specified in the "Service Level Description" column below.

Supplier's proposed service credit for failing to comply with any of the SLRs below will be measured and calculated by Supplier each calendar month. All service credits will be calculated by multiplying the MRCs for the MPLS connection's service components that are included in the measurement of the SLR by the applicable service credit percentage. For example, the Site Availability and Notification Time metrics include the dedicated local access and therefore, any service credits will include the MRC of the dedicated local access.

Service Level Description	Customer Requirement	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment	Supplier's Proposed Service Credit
Site Availability for a Single MPLS Connection Measurement includes the uptime of the dedicated local access and port and is a monthly calculation and calculated per site	99.9%	10% : 99.7 - 99.89% 20% : 99.5 - 99.69% 50% : 99.0 - 99.49% 100% : < 99.0%		

Service Level Description	Customer Requirement	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment	Supplier's Proposed Service Credit
Site Availability for Dual Redundant MPLS Connections with Access and POP Diversity Measurement includes the uptime of primary and backup connections combined including the dedicated local access and ports is a monthly calculation and calculated per site	99.99% When in fail-over mode, Supplier shall repair/restore the connection within 4 hours	10% : 99.9 - 99.98% 20% : 99.7 - 99.89% 50% : 99.5 - 99.69% 100% : < 99.5%		
Data Delivery Ratio Measured from Site-to-Site (Note the Supplier is managing the SD-WAN device in the Catholic Charities' premise)	≤ 99.9%	20% (the MRC is defined as the average of the MRCs for each of the two impacted customer connections)		
Round-trip Delay Measured from Site-to-Site (Note the Supplier is managing the SD-WAN device in the Catholic Charities' premise)	US (CONUS): ≤ 100ms	20% (the MRC is defined as the average of the MRCs for each of the two impacted customer connections)		
Jitter Measured between site pairs from Site-to-Site (Note the Supplier is managing the SD-WAN device in the Catholic Charities' premise)	≤ 5ms	20% (the MRC is defined as the average of the MRCs for each of the two impacted Catholic Charities connections)		

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

6.4. Dedicated Internet Service Level Requirements

6.4.1. Dedicated Internet Provisioning Service Level Requirements

Unless otherwise specified in the service level description, Supplier will assume the metrics below apply to all locations shown in Appendix A.

In the event Supplier misses any of the provisioning or interval SLRs set forth in the matrix below, Catholic Charities requires the following service credits specified below. All intervals are in business days unless otherwise specified.

Service Level Description	Customer Requirement (in business days)	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment (in business days)	Supplier's Proposed Service Credit
Interval to approve or reject order from Catholic Charities Applies to new or existing locations (new install of local access and port and change orders for existing services)	5	50%		
Change an existing Internet port's speed (assumes no change to existing dedicated local access)	5	50%		
Provide firm order commitment date or like designation after order is approved	15	50%		

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

6.4.2. Dedicated Internet Performance Service Level Requirements

Supplier must specify its Dedicated Internet service performance service level commitments for the metrics specified below. All metrics are calculated over a calendar month. In addition, all metrics provided will be measured and reported to Catholic Charities based on the service demarcations specified in the "Service Level Description" column below.

Supplier's proposed service credit for failing to comply with any of the SLRs below will be measured and calculated by Supplier each calendar month. All service credits will be calculated by multiplying the MRCs for the Internet connection's service components that are included in the measurement of the SLR by the applicable service credit percentage. For example, the Site Availability and Notification Time metrics include the dedicated local access and therefore, any service credits will include the MRC of the dedicated local access.

Service Level Description	Customer Requirement	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment	Supplier's Proposed Service Credit
Site Availability for a Single Dedicated Internet Connection Measurement includes the uptime of the dedicated local access and port and is a monthly calculation and calculated per site	≥ 99.9%	10% : 99.7 - 99.89% 20% : 99.5 - 99.69% 50% : 99.0 - 99.49% 100% : < 99.0%		

Service Level Description	Customer Requirement	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment	Supplier's Proposed Service Credit
Data Delivery Ratio Measured from Site-to-Site (Note the Supplier is managing the SD-WAN device in the Catholic Charities' premise)	≤ 99.9%	20% (the MRC is defined as the average of the MRCs for each of the two impacted Catholic Charities connections)		
Round-trip Delay Measured from Site-to-Site (Note the Supplier is managing the SD-WAN device in the Catholic Charities' premise)	US (CONUS): ≤ 100ms	20% (the MRC is defined as the average of the MRCs for each of the two impacted Catholic Charities connections)		
Jitter Measured from Site-to-Site (Note the Supplier is managing the SD-WAN device in the Catholic Charities' premise)	≤ 10ms	20% (the MRC is defined as the average of the MRCs for each of the two impacted Catholic Charities connections)		

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

6.5. Ethernet Access Installation Intervals

Supplier will provide its committed installation intervals for the following dedicated access (associated with MPLS/Switched Ethernet/Dedicated Internet ports) connection speeds for which it is bidding services assuming the following conditions:

- No special dedicated local access build-out or construction is required at the remote customer site

Please note that Catholic Charities' required installation intervals are set forth below in calendar days, rather than business days.

Bandwidth	Customer Required Installation Interval (in Calendar Days)	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment (in Calendar Days)	Supplier's Proposed Service Credit
10Mbps	50	10% per calendar day late		
11Mbps to 100Mbps	75	10% per calendar day late		
101Mbps to 1,000Mbps	90	10% per calendar day late		

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.6. Broadband Internet Service Level Requirements

Supplier must specify its managed-router broadband service level commitments for the SLRs specified below. All SLRs are calculated over a calendar month. In addition, all SLRs provided will be measured and reported to Customer for each calendar month. Supplier shall take this into account in its Appendix A pricing.

In addition, all metrics provided will be measured on an end-to-end basis, inclusive of all Supplier-provided and invoiced service components, including the managed-router, xDSL/cable/4G/5G/fiber service and xDSL/cable modems if provided by Supplier as part of the service. The service credit will be calculated based on the MRCs of all Supplier-provided and invoiced service components for the applicable site.

Service Level Description	Customer Requirement	Customer Service Credit Requirement (percentage of access + port MRC)	Supplier's Proposed Commitment	Supplier's Proposed Service Credit
Site Availability for Sites with a single broadband connection Measurement includes the uptime of the router and broadband access and is a monthly calculation and calculated per site	99.0%: for symmetrical broadband services such as SDSL and G.SHDL 98.0%: for asymmetrical broadband services such as ADSL, 4G/5G and cable)	20% of the MRC		
Measured Throughput (Note 1)	85%	10% of the MRC		
Interval to change an existing managed broadband router configuration	7 business days	10% of the MRC		
Notification time to Customer for Severity 1 Incidents	15 minutes	10% of the MRC		

Note 1: Throughput is defined as the guaranteed percentage of sustained bandwidth that Supplier's broadband service provides compared to the Down/Up bandwidth specified in the contract. Supplier will begin throughput tests at a site only if informed by Customer of throughput degradation. When tested, throughput will be measured over a one (1)-hour period by Supplier and is the average of all Supplier throughput tests conducted during one (1)-hour period at a specific site.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

6.7. Billing Service Level Requirements

Supplier shall meet or exceed the billing commitments and the service level credits as specified in the table below. All metrics are measured and calculated over a calendar month period. The billing service credits will go into effect beginning with the fourth monthly invoice. However, the measurement and tracking of the service levels will begin on the first month.

Service Level Description	Metrics	Service Credit
Percent of billing change orders implemented by mutually agreed completion date	≥ 99.0%	\$1,000 credit
Percent of billing inquiries resolved by mutually agreed completion date	≥ 99.0%	\$1,000 credit
Percent of new services/equipment billed to correct Catholic Charities account on invoices	≥ 99.0%	\$1,000 credit
Percent of services billed at correct price in the invoices	≥ 99.0%	Credit of 5% of the amount net overbilled

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

6.8. Service Level Credits as Exclusive Remedy

Service level credits are not a sole and exclusive remedy for the Catholic Charities. The Catholic Charities has other remedies pursuant to the Master Service Agreement with Supplier. However, the service level credits are the remedy for the applicable service levels specified above.

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

7. IMPLEMENTATION

This section specifies requirements for the planning, project management and execution of the implementation of Catholic Charities' in-scope services with the selected Supplier.

IF A SUPPLIER IS UNABLE TO AGREE WITHOUT RESERVATION TO ANY OF THE TERMS DESCRIBED IN THIS SECTION INCLUSIVE OF ANY REFERENCED APPENDICES, IT MUST PROVIDE AN EXPLANATION FOR EACH EXCEPTION.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities is not acceptable and will be treated as 'Does Not Comply'.
2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

7.1. Supplier Implementation Overview

Supplier shall clearly describe its overall approach and plan to implement Supplier's proposed services. If Supplier is not proposing all services or supporting all equipment specified in this RFP, then Supplier shall state which services it is not bidding compared to those services requested by Catholic Charities.

Catholic Charities believes a phased implementation plan with appropriate overlap of activities for different services will enable migration at a manageable risk level.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.2. Draft Implementation Plan

Supplier shall submit a draft Implementation Plan as part of its proposal in order to demonstrate its understanding of the issues raised by a migration of Catholic Charities' services. The Implementation Plan shall clearly identify the major tasks that Supplier will perform and the timeline that Supplier believes is appropriate for this implementation (measured from the effective date of the contract), taking account of the services Supplier is bidding to provide. The Implementation Plan will detail major milestones, dependencies, critical path and the activities required to implement the services identified in this RFP. As appropriate, the Implementation Plan shall separately detail the migration of different services (e.g., transport services, managed services, installation and test, etc.).

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.3.Implementation Timing

Supplier shall state its estimated time (in months) from contract execution to implement in entirety the services being proposed by the Supplier for all applicable Catholic Charities locations. This timing should also be consistent with the timing depicted in the Supplier's proposed draft implementation plan.

Requirement	Proposed Time (Months from Contract Execution)
Supplier shall state its estimated time (in months) from contract execution to implement all the services being proposed	

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

7.4.Implementation Planning Phase

7.4.1. Implementation Project Kick-off

Within **fourteen (14) calendar days** after the effective date of the contract, Supplier will have its implementation project team ready and prepared to meet with Catholic Charities' implementation team in order to establish an understanding of project deliverables, timelines, coordination with other Catholic Charities service providers, and individual team member roles and responsibilities.

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

7.4.2. Detailed Implementation Plan

No later than **twenty-one (21) calendar days** after the effective date of the contract, Supplier will provide a detailed draft Implementation Plan, in Microsoft Project or similar application format, that sets out the implementation timing, milestones, activities/tasks, dependencies, processes and individual implementation steps required to implement the services on a site by site, service component by service component and circuit by circuit basis.

The Implementation Plan will factor in dependencies such as lead times for circuit installation (as applicable), hardware delivery lead times, the involvement and service obligations of other Catholic Charities service providers and Catholic Charities' local business requirements as articulated to Supplier. The Implementation Plan will include the following:

Requirement	Supplier Complies? (Y/N)
Plan for regular meetings with and provision of updates to Catholic Charities' implementation team	
The dates by which Catholic Charities must provide Supplier with complete orders organized by location	
Planned service installation dates organized by location	

Requirement	Supplier Complies? (Y/N)
Supplier's proposed readiness date for completing the implementation process for each service area and organized by location	
Transport services due dates organized by location	
Supplier's Managed Services cut-over dates organized by location	
Catholic Charities premises equipment (e.g., SD-WAN device) delivery dates organized by location	
Service acceptance testing dates organized by location	

The detailed Implementation Plan is a validation of the solution that is to be implemented for each specific location.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.4.3. Service Cutover Scheduling

This detailed Implementation Plan will be designed such that all site cutovers fit within Catholic Charities' site maintenance windows. Supplier will perform production impacting service cutovers or implementations in a manner that is least disruptive to Catholic Charities' business operations, including performing service-affecting changes during non-business hours and in accordance with any Catholic Charities' Change Management requirements.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.5. Installation Phase

7.5.1. Catholic Charities Installation Responsibilities

Supplier shall state what responsibilities Catholic Charities will have during the installation phase at individual sites. For example, will Supplier have engineers on-site for service cutover, or will Catholic Charities be expected to perform certain cutover and other installation activities?

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.5.2. Supplier Acceptance Testing

Supplier shall describe the acceptance testing that it will perform for different types of service components (e.g., WAN services, managed services, etc.) and when such service components are coupled.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.5.3. Service Handover

Once Supplier has completed its acceptance testing for services, it will provide Catholic Charities with the documented acceptance test results and notify Catholic Charities in writing that the service is activated and request Catholic Charities' acceptance. Supplier shall not commence billing for a service until Catholic Charities has accepted the service.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.6. Implementation Project Management

Supplier shall describe its planned implementation team as part of its proposal response. This implementation team is in addition to Supplier's Account Team and will remain in place until all scheduled services are fully installed and operational.

Supplier will be required to provide a project implementation manager for services resulting from the bid award at no additional cost.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.6.1. Project Implementation Team

Supplier shall specify the quantity and type of implementation personnel resources it believes are appropriate and intends to use (please add rows for additional Supplier roles):

Supplier Proposed Implementation Team		
Title	Quantity	Description (Supplier to specify whether dedicated or designated, location, proposed duration on implementation team and other details)
Project Implementation Managers		
Architect or Design Engineer		
Implementation Engineers		
Inventory and Asset Management Specialist		
<i>Supplier to add and/or delete rows as necessary. The above are examples.</i>		

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.6.2. Project Management Procedures and Tools

Supplier shall identify the project management procedures, methodologies, and tools (e.g., Microsoft Project) that it will use in migrating services and equipment onto its service in a

cost-effective and timely manner, minimizing business disruption and risk to Catholic Charities.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.6.3. Implementation Progress Reports

Supplier will submit progress and status reports every week during the implementation period showing the following:

- Status of planned activities for the period
- Status of activities underway for the period
- Planned activities for the immediately following periods.
- Issues and resolutions (e.g., missed, or failed implementation or cutover and rescheduling of same, including lessons learned)

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.6.4. Project Review Meetings

During the implementation period, Supplier will conduct project review meetings ('Project Review Meetings') on a regular basis at a mutually agreed time interval. The meetings will:

- Summarize the progress of the project.
- Review the detailed project plan and progress against the plan.
- Discuss and review required changes to the project plan.
- Identify and review current or new problems and establish action plans for their resolution to meet committed timelines.
- Coordinate activities between Supplier and Catholic Charities

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.7. Implementation Plan Guarantees

Supplier will guarantee that it will implement Catholic Charities services, minimizing incumbent services' interruptions, in a timely manner. Catholic Charities will be entitled to a range of remedies, from increasing monetary credits, up to and including partial or total termination of the contract, if Supplier fails to complete its implementation activities in accordance with the final Implementation Plan described above or fails to meet service levels during the implementation phase.

Supplier shall detail what monetary credits will be provided to Catholic Charities if Supplier-proposed milestones are not met.

Catholic Charities will not hold Supplier accountable for Catholic Charities' failure to meet its responsibilities with respect to the implementation.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

7.8. Invoicing Implementation

Supplier shall propose how it will participate in and provide resources for a comprehensive design of its invoicing account structure as required in the Invoicing Requirements section.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

8. SERVICE MANAGEMENT REQUIREMENTS

IF A SUPPLIER IS UNABLE TO AGREE WITHOUT RESERVATION TO ANY OF THE TERMS DESCRIBED IN THIS SECTION INCLUSIVE OF ANY REFERENCED APPENDICES, IT MUST PROVIDE AN EXPLANATION FOR EACH EXCEPTION.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities (or a Catholic Charities affiliate) is not acceptable and will be treated as 'Does Not Comply'.
2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

8.1.Account Team

Supplier shall describe its proposed account team structure, including a list of its assigned personnel, and a statement of its Account Team's qualifications to perform the proposed work and each team member's relevant experience and tenure with Supplier, with a summary of each Account Team member's prior involvement in similar previous accounts and services supported.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.1.1. Account Team Deployment

The Supplier shall be prepared to provide account team and local operational support to Catholic Charities locations in the Baltimore metro/Central Maryland area. Key account team members will be located within a reasonable distance from these locations. Supplier shall complete the table below with its proposed account team members.

Title/Role	Quantity	Supplier Proposed as 'Designated' or 'Dedicated' (see Note below)	Supplier Proposed Location of Resource	Supplier Proposed Percent Allocated to Catholic Charities (see Note below)
Client Relationship Manager (CRM)				
Product Specialists				
Managed Services Delivery Operations Manager				
Service/Operations Managers (SMs)				
Sales Engineers				
Sales Support Staff (Provisioning)				
Invoicing Specialists				
<i>Supplier to add rows for additional resources as needed.</i>				

For purposes of completing the table above, 'Designated' and 'Dedicated' are defined as:
Designated: The Supplier resource is assigned to support the Catholic Charities on a part-time basis. For 'Designated' resources, Catholic Charities requires the Supplier to specify the approximate percentage the resource will devote his/her time on average in support the Catholic Charities.

Dedicated: The Supplier resource is assigned to support the Catholic Charities on a full-time basis. If a Supplier resource is labelled as 'Dedicated', his/her time will be devoted solely to Catholic Charities excluding vacations, sickness, training, and other personal time off.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.1.2. Key Personnel

The following positions held by Supplier's personnel are considered vital to the Account Team ('Key Personnel'):

- Client Relationship Manager (CRM)
- Delivery Operations Manager
- Service Manager (SM)

Key Personnel will be required in the contract to devote specified levels of effort to Catholic Charities support work. Supplier shall indicate as part of its response the percentage of time individual Account Team members will be devoted to Catholic Charities. If the Supplier needs to replace or transfer any Key Personnel who are satisfactory to Catholic Charities, Supplier will provide written notification to Catholic Charities and provide a minimum sixty (60) day overlap period between new and replaced Key Personnel (except for circumstances beyond Supplier's reasonable control, such as disability or unplanned termination).

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.1.2.1. Client Relationship Manager

Supplier will be required to provide a dedicated CRM who has responsibility for communications between Catholic Charities and Supplier and will be empowered by Supplier's management team to address all issues during the term of the contract. This CRM will be accountable for all products and services procured from Supplier resulting from this RFP or through other Catholic Charities engagements. He/she will be the point of contact for Catholic Charities management, will proactively address any issues and will be empowered to resolve issues in a timely manner. The CRM is expected to be the primary contact for direct escalation to ensure quick problem resolution.

The CRM is expected to maintain an overall awareness of Supplier's activities and the performance of all services under the contract. The CRM will perform the following:

- Facilitate the escalation of issues or problems to expedite resolution including follow up with key Catholic Charities personnel.
- Monitor overall service performance and proactively recommend improvements and corrections.
- Meet and consult with Catholic Charities on a recurring basis to:
 - Gain and maintain an understanding of specific business needs to enable service innovation.
 - Improve service integration that results in enhanced and streamlined processes.
- Create, maintain and update (as needed) a contact list of all Key Personnel and other Supplier personnel materially involved in services delivery with their specific roles, responsibilities, and contact information.
- Provide all required reporting and participation in Catholic Charities' supplier governance reviews including operations reviews, service level metrics, monthly voice of the customer and highlights/lowlights, Problem Management reviews, process improvements and service improvement initiatives.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.1.2.2. Service Manager

Supplier will appoint a Service Manager (SM) as part of Supplier's Account Team, who is highly familiar with services delivered to Catholic Charities. This SM will be Catholic Charities' advocate in the escalation and resolution of incidents or disruptions, ultimate resolution of problems and will provide all stewardship functions with respect to transport (as applicable), managed services, performance measurement and performance reporting. For example, this role can serve as the liaison to the Supplier NOC as well owns the formalization of root cause analysis.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.1.3. Status Meetings

Supplier shall schedule and conduct the following scheduled meetings. Additionally, Supplier will attend and provide the appropriate quantity and level of participants for each meeting.

Meeting Name	Frequency	Purpose
Supplier/Catholic Charities Account Review	Monthly	Review overall services performance, projects and ongoing operations review for the month, including service level compliance, problem management actions, service, capacity management, process improvement initiatives and service improvement initiatives
Invoicing Review	Quarterly	Review overall invoicing accuracy, credits, disputes and account invoicing changes
Migration Project Review Meetings	As requested for Active Projects	Working level migration meetings to discuss weekly milestones, accomplishments, issues/barriers and risks

Comply (Yes/No)	If No, set out your exceptions, explaining the reasons for each exception.

8.2. New SD-WAN Equipment Certification

Supplier shall state the typical timeframes for their internal labs or other certification departments to certify new SD-WAN models or model series to fully manage them. Catholic Charities has a strong preference to select a Supplier who can certify new SD-WAN models or model series quickly so that Supplier may maintain and manage it through its NOC. Supplier will complete the table below. If Supplier has varying periods of time based on specific models within a series, it shall state this.

SD-WAN Model or Series	Period in Months (from the date SD-WAN model declared available for sale to the time Supplier approved for Managed Services support by its NOC)
Supplier to add rows if necessary	

Comply (Yes/No)	If No, set out your exceptions and explain the reasons for each exception.

8.3. Network Operations Center

8.3.1. NOC Support

Supplier shall provide a detailed explanation of its technical and management support organization for its customer-facing network operations center (“NOC”) and how the NOC will support Catholic Charities for each of the services set forth in this RFP (network transport and Managed Services as applicable). Supplier shall provide any information concerning its support organizations if these Supplier support organizations provide additional or unique capabilities needed to support complex or unique services. The Supplier shall identify each unique NOC with which Catholic Charities will be required to interact. Escalation procedures and personnel will need to be identified for each NOC or service center involved.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.3.2. Single Point of Contact

Supplier shall describe its capability to provide Catholic Charities with a single point of contact that is responsible for all of the individual service desks/NOCs supporting Catholic Charities, and all of the individual support groups within a service desk/NOC (e.g., firewall (security) support group, data network support group, etc.).

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.3.3. Best in Class 24x7 Support

Supplier shall describe its approach to ensuring that its service desks/NOCs is/are staffed with highly experienced and seasoned staff on a 24x7 basis, such that best-in-class support is provided to Catholic Charities locations at all times, even during non-business hours at Supplier’s Service Desk(s)/NOC(s).

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.3.4. Primary NOC Location

Supplier shall state where (City and State) its primary NOC(s) supporting Catholic Charities is geographically located. If more than one NOC would be used by Supplier for different services, then each NOC location will be disclosed and organized by service.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.3.5. Staffing and Hours of Operation

The NOC must be available for trouble resolution and testing, customer service and technical support, 24 hours per day, 7 days per week, 365 days per year.

Supplier will designate a primary and secondary NOC director or senior manager point-of-contact who will be most familiar with Catholic Charities' services.

Supplier shall specify the approximate number of NOC technical staff that are on-duty during normal business hours and those that are on-duty during evenings and weekends. Specify whether any of the NOC staff are dedicated to Catholic Charities' account or, if shared, the percentage shared across accounts.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.4. Web-Based Access

Supplier will provide a robust set of web-based or on-line tools for Catholic Charities personnel to access in support of their services. Supplier shall complete the table below indicating the capabilities available to Catholic Charities, and for which services they are available, if not available universally.

Web Based Functionality	Available? (Yes or No) If Yes, please provide name of Supplier tool	State any exceptions or Products for which the portal capabilities are not available
Equipment Order Requests/Provisioning and Tracking (specify which types of equipment have portal access)		
Documentation Management -Process documentation -Contract documentation -Site documentation -Operations and Procedure Manuals, etc.		
Incident Ticket Generation and tracking - for which services		
Invoice Review – PDF as well as downloadable record details		
Invoicing Changes		

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.5. Managed Services Order Management and Installation Systems

Supplier shall describe its customer ordering systems specifically employed for Managed Services and customer access to these systems (e.g., a web-based portal accessed by Catholic Charities). Specifically, an order/proposal tracker is required by Catholic Charities to manage the changes of the services provided by the Supplier.

Supplier shall describe its capabilities to track the order and installation processes including tracking in-progress orders, installations, and the milestones whereby Catholic Charities will perform quality assurance or its own acceptance testing.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.5.1. Incident Management and Service Requests

Supplier will provide the capability to allow Catholic Charities to check on the status of incident and service request tickets opened by Supplier via a web-based portal. In addition, Supplier shall describe whether Catholic Charities can use its system to initiate service tickets and automated testing and any other advantages that Catholic Charities would gain by using Supplier's web-based system(s).

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.6. Provisioning Requirements

8.6.1. Ordering Authority

Catholic Charities will designate a process for the placement of new services orders and installations with Supplier. The process will be the only authorized way to place orders with Supplier and managed third parties, as applicable. The process will also apply to receiving price quotes from Supplier for specific services. Supplier will implement provisioning processes and safeguards to ensure that orders are not accepted outside of the authorized process.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.6.2. Equipment Provisioning Requirements

The requirements in this section (i.e., the references and requirements to 'orders' and 'order management') assume Catholic Charities will be procuring SD-WAN equipment from Supplier. Supplier shall respond to both the order management requirements and installation and testing requirements.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.6.3. Order Reporting

Supplier shall provide a monthly report of current orders placed by Catholic Charities including description of service, due date, Catholic Charities order and installation contacts. Supplier shall also include in this report year-to-date historical reporting of past orders placed by Catholic Charities that details the overall order and installation activity describing the number, average time to install, percent completed on time, performance compared to committed dates inclusive of key provisioning intervals. For example, time from Catholic

Charities order to circuit ready for use as well as equipment ship, arrival and install intervals).

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.6.4. Expedites

When Catholic Charities requests expedited order and expedited installation of new equipment, Supplier shall describe its rules, procedures, and charges for expedites for those services where expedites are available. Explain how the expedite process works. Supplier shall specify whether a limited number of expedites are included in Supplier's offer at no additional charge.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.6.5. Cancellation of Orders

Catholic Charities will have the right to cancel any equipment order without charge, restocking fee or penalty prior to that order's ship date. If Catholic Charities cancels an order after the ship date, Catholic Charities will be liable for reimbursement to Supplier of reasonable freight, handling and restocking charges actually incurred by Supplier as a result of cancellation of the order.

For WAN service orders, Catholic Charities will have the right to cancel any order without charge or penalty prior to, the later of: (i) the date of Catholic Charities' acceptance of the Firm Order Commitment (FOC) date by Supplier; (ii) the date the Supplier has placed its order with a local access provider. If Catholic Charities cancels the order after the later of those dates, then Supplier may invoice Catholic Charities for documented, reasonable costs associated with the order prior to the effective date.

Supplier shall specify the latest date Catholic Charities may cancel an order without charge or liability if it is later than the dates specified above. Only Catholic Charities may cancel an order. Supplier may not cancel orders once they have been placed and accepted.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.6.6. Missed Date Notification

Supplier will notify Catholic Charities in writing of a due date that may be missed along with the reason for said failure as soon as Supplier realizes the potential failure of meeting an order date or an installation date. Upon request by Catholic Charities, Supplier will expedite the delayed installation process at no charge. These expedites will not count against the number of expedites included at no charge in Supplier's proposal.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

8.7.Training

Catholic Charities expects that Supplier shall provide training to Catholic Charities on its products and services at no additional cost.

8.7.1. Training for Catholic Charities Personnel

Supplier will provide web portal application training on Supplier's web-based tools providing the following functions: service performance reporting, order/implementation reporting, incident and service request tickets, invoice reports and information. Supplier will provide this training remotely via webinar-style training to Catholic Charities personnel, as needed.

<i>Comply (Yes/No)</i>	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9. INVOICING REQUIREMENTS

IF A SUPPLIER IS UNABLE TO AGREE WITHOUT RESERVATION TO ANY OF THE TERMS DESCRIBED IN THIS SECTION INCLUSIVE OF ANY REFERENCED APPENDICES, IT MUST PROVIDE AN EXPLANATION FOR EACH EXCEPTION.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
 1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities (or a Catholic Charities affiliate) is not acceptable and will be treated as 'Does Not Comply'.
 2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
 3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and also state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

NOTE THAT IF DIFFERENT SERVICES ARE INVOICED BY DIFFERENT BILLING SYSTEMS, THE SUPPLIER MUST RESPOND TO EACH REQUIREMENT FOR EACH UNIQUE BILLING SYSTEM ASSOCIATED WITH EACH SERVICE IN THE SCOPE OF THIS RFP.

9.1. Billing Structure

Different Catholic Charities locations may have unique billing requirements. Catholic Charities utilizes a centralized invoicing structure and requires Supplier to support this hierarchy. Each invoice may need to contain a combination of accounts, services, Catholic Charities entities, and locations. Invoices must include total charges by office location and service type. These charges must also appear within the corporate level summary reports received monthly at Catholic Charities' headquarters location in Baltimore.

Supplier shall describe the full suite of billing options and structures that it can make available.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.1.1. Managed Services Invoice Portal

Supplier will provide a web-based view of invoicing information for review and management purposes as well as the option to deliver a consolidated invoice by file transfer. Supplier shall describe its on-line invoicing reporting capabilities. The on-line version of any invoicing information must be consistent with the information in any paper-based, electronic, or CD-based invoices. Supplier shall describe its online invoicing or inventory capabilities including but not limited to the ability to display inventory by Site ID Code, asset numbers, type/model etc. The web portal capabilities must be provided at no additional cost.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.2. Invoice Timing

Catholic Charities requires the Supplier to produce accurate bills for each calendar month no later than 30 days after the end of the month for which the service has been provided.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.3. Invoice Media and Delivery

Catholic Charities may have different requirements for Supplier invoice delivery depending upon location, entity or type of service provided. Supplier shall comply with the following methods of invoice delivery:

- Electronic invoicing via email (PDF and/or Excel worksheet).

No extra charges shall apply for any method of invoice delivery. Catholic Charities is not required to obtain monthly invoice reporting via Web Portal access.

Supplier agrees to provide multiple bills and delivery to multiple addresses and individuals as required by Catholic Charities.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.4. Billing Detail

9.4.1. Managed Services Billing Detail

Supplier will provide to Catholic Charities, at a minimum, the following information as part of or together with each invoice, invoice detail or credit note as applicable. The information must be provided in electronic format (e.g., e-file or downloadable from Supplier web-portal), to allow for timely validation. The invoice and support detail will be provided by Supplier on the same date.

Requirement	Supplier provides (Yes or No with explanation)
Full inventory detail (site ID, site address, equipment at site, services and coverage at site including the service levels, circuit identifier, date of installation, circuit location/address (A-end and B-end only if applicable), monthly recurring and non-recurring charges at site broken out by maintenance, monitoring, MACDs, etc.)	
Itemized project charges (including PO number and PO line number) by site address, both recurring and non-recurring	
Changes (including MACDs) must be fully detailed by category and location	
Service Level credits must be fully detailed	
Discounts must include type, description, percentage and applicable amount	

Requirement	Supplier provides (Yes or No with explanation)
Adjustments and credits (description, date(s), amount)	
E-rate credits under SPI billing must be clearly listed under the site and related to services and period for which they apply.	
All surcharges and taxes must be clearly itemized by the type of charge or tax and the basis for the charge or tax	

Comply (Yes/No)	If No, set out your exceptions, explaining the reasons for each exception.

9.4.2. Billing Commencement of Managed Services Charges

Supplier will not start charging Catholic Charities for monitoring, maintenance and management services until:

- Supplier verifies that the equipment has been added to the Configuration Management Database (CMDB), regardless of whether the equipment is able to be monitored remotely from Supplier's NOC(s)
- Supplier verifies that the equipment is capable of being remotely monitored, that all steps with respect to equipment configuration and management system configuration to enable remote monitoring by Supplier have been made and that Supplier has verified its ability to remotely monitor the performance and equipment status of the equipment from Supplier's NOC(s)
- Supplier has notified Catholic Charities that the equipment is ready to receive services from Supplier.

All monthly charges will be pro-rated based on the actual date of acceptance (for the first month) and date of disconnect/removal (for the last month, if/when a device is removed from coverage).

Comply (Yes/No)	If No, set out your exceptions, explaining the reasons for each exception.

9.4.3. Corporate Level Billing Summary Reports

Supplier will provide Corporate Level Billing Summary reports containing centralized, consolidated billing detail for customer's divisions and affiliates to Catholic Charities' headquarters or other designated location. The summary reports must include summary of recurring and non-recurring charges, summary for bill accounts and any location specific charges, and total charges by physical location and service type.

Summary reports for individual locations, affiliates, and divisions may also be required and must be available within thirty (30) days following the close of the latest monthly billing cycle.

Comply (Yes/No)	If No, set out your exceptions, explaining the reasons for each exception.

9.5. Organization Invoicing Report

Supplier will provide a report to Catholic Charities detailing all invoices sent to all customer invoice recipients. The National Invoicing Report will include:

- “Bill to” Name and Address
- Account Number
- Type of Service
- Invoice Amount

Supplier will deliver this report monthly to Catholic Charities during the first contract year and quarterly thereafter.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.6. Billing Dispute Tracking Report

Supplier will provide a monthly report to Catholic Charities which details the open billing issues between Supplier and Catholic Charities including status of applicable credits.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.7. New Services

New services will be billed within 1 billing cycle after acceptance by Catholic Charities.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.8. Payment Terms

Catholic Charities will process payments of undisputed charges within forty-five (45) days from the date of the invoice provided that the invoice is delivered to Catholic Charities within a reasonable time after the invoice date.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.9. De-installation

9.9.1. De-installation Notice

A de-installation notice for a device or service element shall be deemed received by the Supplier and the interval for disconnect begins when Catholic Charities submits an order to the Account Team and shall not require approval by the Supplier. Service shall not be de-installed or otherwise disabled prior to the requested de-installation date.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.9.2. Decommission of Associated Service Components

Supplier shall ensure that, upon decommission of any individual service component, all associated services are also decommissioned. For example, if a port is disconnected then Supplier shall ensure that the associated access circuit is also disconnected.

If Supplier fails to decommission such associated service components, then Catholic Charities shall not be responsible for the service charges and shall provide a credit for any such service charges incurred by Catholic Charities.

Comply (Yes/No)	<i>If No, set out your exceptions and explain the reasons for each exception.</i>

9.10. Credits

9.10.1. Credit Timing

The Supplier will apply any credits owed to Catholic Charities (e.g., for refund of overcharges or Service Level failures) in the billing months agreed to by Catholic Charities and the Supplier. If Catholic Charities and the Supplier have not agreed to a billing month, then the credit will be applied no later than the second billing cycle after Catholic Charities becomes eligible for the credit.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.10.2. Service Level Credits

Supplier shall identify and calculate all credits due for outages, performance failures or failure to meet a service level. Supplier will proactively provide all credits due to Catholic Charities through the Service Manager or Account Team's performance review, *without requiring Catholic Charities to submit a claim or request*. The credits will be clearly identified on the credit note to which they are posted (including specifically identifying on the credit note the incident(s) and services to which the service credit applies). Supplier will issue the service credit shall be issued no later than the second invoicing period following Catholic Charities' eligibility for it.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.10.3. E-Rate

Several of Catholic Charities' remote locations participate in the FCC's schools and libraries universal service support program, commonly known as E-Rate. The program is administered through the federal Universal Administrative Company (USAC) and helps schools and libraries obtain affordable high-speed broadband internet and WiFi. USAC is responsible for processing the applications for support, confirming eligibility, and reimbursing service providers and eligible schools and libraries for the discounted services.

Catholic Charities expects Supplier to fully manage the process for the eligible E-Rate services using the SPI billing method. Supplier shall identify, calculate, and report on E-rate

funds awarded, received, and credited for each qualifying location. All funds awarded should be credited upon award to monthly billing commencing with the first billing statement 30 days after notification of the funding award. All e-rate funds awarded are to be allocated by site as awarded or as permitted by e-rate to be applied to another site that assumes or replaces the funded site. The funds award and credit are to be reported on each monthly statement, along with the status of in-process sites where USAC approval is pending.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.11. Disputed Amounts

If Catholic Charities disputes an invoiced charge, the Supplier shall commit to resolving such disputed charges (whether by credit or explanation of the charge to Catholic Charities' satisfaction) within 60 days following written notification.

If a disputed charge is reversed, the Supplier must also reverse all associated surcharges and taxes.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.11.1. Payment Withholding

If, before payment of an invoice, Catholic Charities notifies the Supplier in writing of a disputed charge, Catholic Charities will have the right to withhold payment of the disputed amount until the dispute is settled or finally resolved but will remit to Supplier any undisputed amount set forth in the invoice. This may require Supplier re-submitting the invoice to only include the undisputed amount(s) for Catholic Charities to make payment against.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.11.2. Overpayment

If Catholic Charities has overpaid the Supplier because of a billing error, the time within which Catholic Charities may seek credits for overcharges (including associated surcharges and taxes will be 24-months, or governed by applicable law, including the applicable statute of limitations, whichever length of time is greater.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.12. Delayed Billing/Billing Guarantee

Except in the event of amounts initially disputed by Catholic Charities which are re-billed by the Supplier, Catholic Charities must not be billed for, nor required to pay for, services that are billed more than 180 days after the close of the billing period in which the charges were

incurred. This requirement applies to all charges, including without limitation, WAN services, maintenance, and managed service charges, MACD charges, recurring charges, and non-recurring charges, as well as surcharges and taxes.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.13. Administrative Billing Changes

If Catholic Charities requests an administrative billing change (e.g., move a service to a new billing account) at least 10 calendar days prior to the invoice date, the Supplier will commit to completing the change for inclusion on the next invoice.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

9.14. Designated Billing Specialist

The Supplier shall appoint a designated billing specialist, at no additional cost, who is highly familiar with Catholic Charities' services and invoice structure. This individual will be Catholic Charities' advocate in the timely investigation and resolution of billing errors and must have the ability to make billing changes and corrections on-line in real time to the Supplier's invoicing systems.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10. FINANCIAL REQUIREMENTS

The purpose of this section is to identify the financial requirements of this RFP. The financial proposal of each supplier's response will consist of answers to this section in addition to the completed Excel spreadsheet from Appendix A.

IF A SUPPLIER IS UNABLE TO AGREE WITHOUT RESERVATION TO ANY OF THE TERMS DESCRIBED IN THIS SECTION INCLUSIVE OF ANY REFERENCED APPENDICES, IT SHOULD PROVIDE AN EXPLANATION FOR EACH EXCEPTION.

Supplier shall also provide its pricing quote by completing the highlighted cells in all sections of Appendix A.

CATHOLIC CHARITIES WILL NOT ACCEPT FINANCIAL PROPOSALS SUBMITTED IN ANY OTHER FORMAT

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities (or a Catholic Charities affiliate) is not acceptable and will be treated as 'Does Not Comply'.
2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

10.1. Contract Term

Each contract awarded under this RFP is expected to have an initial term of three (3) years with an option to extend the term for two (2) additional twelve-month renewal periods (to be exercised at Catholic Charities' sole discretion), for a total agreement term of up to five (5) years (excluding any agreed or Catholic Charities required ramp-up/migration period or transition period). All terms, conditions, rates, and charges will continue to apply during the renewal period(s), if any. The written notice for exercising the renewal periods will be provided no earlier than thirty (30) days prior to expiration of the then-current contract term.

1. Supplier's contract will include a 'ramp-up' period which precedes the initial three-year (3-year) term. The rates and service levels set forth in the contract will apply during the 'ramp-up' period. Catholic Charities will determine the appropriate ramp-up period based on Supplier's proposed implementation plan timing.

Comply (Yes/No)	If No, set out your exceptions, explaining the reasons for each exception.

10.2. Minimum Commitments

There will be no overall minimum revenue commitment associated with the Supplier's proposed contract. Any commitment will be on a circuit-by-circuit basis as outlined in the Individual Services Term Commitments section following.

Catholic Charities has provided with this RFP its best-known inventory of the services that would be included under any contract.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.2.1. Individual Services Term Commitments

Supplier shall complete the table below, which specifies Catholic Charities' associated requirements regarding individual service or component terms, with its proposed associated installation or service requirements by service element.

Service	Required Maximum Individual Service Term (Months)	Proposed Individual Service Term (Months)
SD-WAN software license	36	
SD-WAN device rental (for each item of equipment)	36	
SD-WAN device maintenance Services	None	
SD-WAN device management Services	None	
MPLS/Ethernet Service (Ports and CoS)	None	
Dedicated Internet Service (Ports)	None	
Broadband Service	12-months	
Ethernet Local Access	12-months	

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.2.2. Equipment Rental Early Termination

Supplier will support Catholic Charities' early termination due to site closures, technology changes or other reasons up to ten percent (10%) of the Supplier-provided in-scope inventory with no early termination charges.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.2.3. Commitment Tracking Report

At no charge, Supplier will provide a quarterly report showing total spend and the portion that remains under individual service/circuit commitments for that quarter and to date for the agreement term.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.3. Standalone Offers

Supplier agrees that the services it is proposing, and the associated pricing, service levels, terms and conditions, and other elements of Supplier's proposal, will apply regardless of what volume of services, or what individual services or mix of services Supplier may ultimately be awarded as a result of this RFP.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.4. Transition Period at End of Term

Supplier will provide adequate information and reasonable assistance, as necessary, to enable Catholic Charities to conduct a smooth transition of services and functions Supplier performs to an alternative provider upon expiration or termination of the contract. Upon Catholic Charities' request, Supplier will continue to provide services for at least twelve (12) months following the expiration or termination date of the contract. All rates, service levels and terms and conditions of the contract will apply during that period, but no minimum commitments will apply except for any unexpired individual circuit terms. If rates are determined based on volume tapers, Catholic Charities will be deemed eligible for rates associated with the volumes that were applicable at the time of contract expiration or termination, immediately prior to the transition period. Supplier agrees that no material decrease in Supplier's level of performance and support will occur during the transition period.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.5. General Pricing Issues

10.5.1. Fixed Pricing

Except as modified by the processes described in Annual Competitive Review Process and Benchmark, all prices, terms, warranties and benefits Supplier grants in the proposal and subsequent contract will be fixed and stabilized for the term of the contract, including any renewal periods. No price adjustment due to cost of living, cost of labor, currency exchange fluctuations is permitted, either during the initial term or any renewal years.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.5.2. All Charges Disclosed in Contract

All charges Supplier imposes on Catholic Charities for the services will be set forth in the contract or specifically cross-referenced to a documented price list provided as part of Supplier's proposal. If Supplier is not capable of providing such documented price list, Supplier will complete the applicable unit rates and charges worksheet in Appendix A. Catholic Charities will not be responsible for compensating Supplier for any of the resources used in providing the services or any other amounts not already disclosed in Appendix A. The general inclusion of 'other' charges, fees, surcharges, etc. will not be acceptable, other than governmentally imposed charges.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.5.3. One Time Charges - Managed Services

Supplier will not invoice any non-recurring charges for managed services Supplier proposes, other than those reported in Appendix A.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.6. Implementation Financial Assistance

Supplier should recognize that Catholic Charities will incur significant expenses to migrate any significant portion of its current services to a different provider. Supplier shall specify the financial assistance it will provide to Catholic Charities in connection with such an implementation or migration. Expenses such as overlapping service periods, termination charges or additional equipment or service charges should be offset by credits, free months of service or other forms of reimbursement.

Supplier shall clearly state what assistance, on what types of expenses, it is offering to Catholic Charities, and what corresponding obligation will be required. The total value of this implementation assistance, and all associated conditions and limitations, should be clearly stated in Supplier's response to this requirement.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.7. Non-Exclusivity

Supplier acknowledges and agrees that the contract is not exclusive, and Catholic Charities may obtain similar services from third parties or perform those services itself, including without limitation any of the Services or any other services.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.8. Annual Competitive Review Process and Benchmark

Upon Catholic Charities' written request, starting no earlier than 90 calendar days before the end of each year of the initial term and the first extended term (if applicable) of the contract, Catholic Charities and the Supplier shall conduct a review of the overall competitiveness of the services provided under the contract for pricing, terms and conditions, performance, and service level metrics. To such extent, Catholic Charities may request that Supplier participate in a benchmarking exercise ("Benchmarking"), to compare the charges for the services and the service levels, in whole or part, to the quality and pricing of other industry service providers which demonstrate well-managed performance and delivery of services of a similar nature and type. At Catholic Charities' request, such Benchmarking may be conducted, in whole or part, for any designated service.

If, within 90 calendar days described above, Catholic Charities and the Supplier agree on revisions to the prices and service level metrics contained therein, the Supplier will apply the necessary revisions to the contract effective the first invoicing cycle following the agreement between Supplier and Catholic Charities. In any case the discounted new rates will become effective first invoicing cycle of the subsequent contract year (e.g., year 1 Annual Competitive Review will become effective the first day of the second annual period of the term). To document such changes, the parties will execute appropriate amendments to the applicable agreement in accordance with its terms.

If Catholic Charities and the Supplier are unable to agree on revisions to the prices within the 90 calendar days period mentioned above, or if supplier fails to deliver a proposal within 90 calendar days, then the current prices will remain in effect and Supplier will waive up to 10% of the remaining early termination liability associated with individual circuit term plans.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.9. Pricing Information for Managed Services

10.9.1. Equipment Maintenance Pricing Structure

Supplier shall describe its proposed pricing structure for equipment maintenance services including how pricing will be determined for future deployments of new equipment over the term of the contract. Please discuss the following:

- The basis for the maintenance pricing (i.e., OEM-based, custom, etc.)
- Variances in maintenance pricing based on different maintenance coverage options (7x24, 8x5, etc.)
- Variances in maintenance pricing based on different locations.
- Variances in maintenance pricing based on different equipment types and manufacturers.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.9.2. Equipment Management Pricing Structure

Supplier shall describe its proposed pricing structure for equipment management services including how pricing will be determined for future deployments of new equipment over the term of the contract. Please discuss the following:

- Variances in management pricing based on different locations.
- Variances in management pricing based on different equipment types, equipment complexity levels and manufacturers.
- Variances in service sizes, such as number of users supported.
- Any incremental management charges that apply for specific device options.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.9.3. One-Time Charges for Managed Services

Catholic Charities' expectation is to not incur any one-time or non-recurring charges for the network management services Supplier is proposing, other than those reported in Appendix A. Should the Supplier propose any other one-time charges for managed services, it should fully explain the purpose of each such one-time charge.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.9.4. Move, Add, Changes and Disconnections Pricing

10.9.4.1. MACDs with Supplier Field Technicians

Where Catholic Charities chooses to deploy one or more of Supplier's dedicated field technicians at a site in support Change/MACD activity, Supplier will not assess any individual Change/MACD charges on Catholic Charities. The only charges for Change/MACD or project level activity the dedicated technician conducts outside of his/her standard workday would be non-business hours incremental labor or materials charges.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.9.4.2. Remote Changes / MACDs

Supplier will include all 'remote' (whether simple, complex, or emergency) Changes/MACDs in its monthly recurring charge for all in-scope managed equipment and managed services. Remote MACDs will not be priced on a per MACD basis but the cost for these remote MACDs will be included in the management monthly recurring charge. Supplier shall take into consideration the service level requirement (interval) that is required to determine the cost to include this as a bundled service. Supplier shall assume that 90% of remote MACDs that do not cause a site service outage are performed during normal business hours and 10% during non-business hours.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.10. Equipment Pricing

10.10.1. Pricing for Equipment Deployment

Supplier shall propose fixed equipment installation costs for the models and manufacturers detailed in Appendix A. Installation costs must be inclusive of taxes, shipping, staging, configuration, installation, and testing.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

10.11. Equipment Rental

For equipment that is installed and rented to Catholic Charities based on the requirements specified in Appendix A, Supplier must provide a one-time installation charge and a monthly recurring rental charge for the replacement equipment. Supplier should note all applicable blue-shaded columns in the applicable Tabs in Appendix A for these charges. The following requirements should be noted:

Equipment Pricing Requirement	Supplier Complies? (Y/N)
The monthly recurring rental charge will be for a period not to exceed thirty-six (36) months for each item of equipment.	
In addition, the rental monthly recurring charge will be reduced to a nearly zero charge at the end of the 3-year initial term.	
The Supplier shall be required to refresh all rented equipment no later than six months before the End of Support (End of Support defined by manufacturer) for the device. Refreshes required due to manufacturer-imposed End of Life/Support requirements will incur the same one-time installation charge for the original device.	

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11. GENERAL CONTRACT TERMS AND CONDITIONS

IF A SUPPLIER IS UNABLE TO AGREE WITHOUT RESERVATION TO ANY OF THE TERMS DESCRIBED IN THIS SECTION INCLUSIVE OF ANY REFERENCED APPENDICES, IT MUST PROVIDE AN EXPLANATION FOR EACH EXCEPTION.

INSTRUCTIONS FOR COMPLETING THE 'COMPLY (YES/NO)' BOX FOR EACH SUBSECTION:
 1- Responses of "To Be Negotiated" are not acceptable and will be treated as 'Does Not Comply'. Referencing an existing agreement between Supplier and Catholic Charities (or a Catholic Charities affiliate) is not acceptable and will be treated as 'Does Not Comply'.
 2- If any RFP section requests an explanation or a description, then Supplier should state "Yes" and provide the requested information.
 3- If an RFP section specifies one or more requirements (e.g., "Supplier shall provide ...etc."), then Supplier should only state "Yes" if it fully complies without exception to all the requirements in the section. If Supplier takes exception to one or more requirement(s) in any section of the RFP, then Supplier should state "No" in the box and delineate which specific requirements it takes exception to and state that it is compliant to all other requirements, as applicable. For example, "No –Supplier is compliant to all the above requirements with the exception to the following two items: (a) and (b)."

11.1. Commitment to Terms and Conditions

Subject to the terms, technical and financial content of this RFP document, Supplier agrees that the Agreement will, as Catholic Charities requires, be based on Supplier's proposal and specifically include the commitments, undertakings and capabilities that Supplier has agreed to and described in its proposal response. In addition to the items set forth in this RFP, Catholic Charities may require that additional terms and conditions be included in the final contract.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.2. Master Services Agreement and Attachments

The Supplier agrees that the contract will basically consist of a master services agreement ("MSA") containing terms of general applicability to all services Supplier provides, and attachments describing functional services, pricing, administrative support, data security terms, data transfer terms, specific terms and other detailed or service-specific terms (collectively, the "Agreement"). The Agreement may contain, among other things, terms and conditions set forth in the Financial Requirements section above regarding minimum commitments, adjustments thereto, contributory charges, shortfall charges, minimum service terms, and early termination charges.

Provisions or documents referred to or incorporated into the Agreement which Supplier reserves the unilateral right to amend (e.g., a web-based service guide or acceptable use policy) will not apply to subjects comprehensively addressed in the Agreement.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.2.1. Incorporation by Reference

No other documents or terms will be incorporated by reference into the Agreement unless they are specified with particularity, (e.g., a specific section of a service guide rather than the service guide as a whole; a specific “URL” rather than a general link to the Supplier’s service guide page) and the current version of such specific section is attached to the Agreement.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.2.2. Order of Precedence

In the event of a conflict or inconsistency between the negotiated terms of the Agreement and any provision incorporated by reference into the Agreement (e.g., a section of a service guide or acceptable use policy), the negotiated terms of the Agreement shall take precedence. For purposes of this section, a “conflict” exists with respect to a subject that has been comprehensively addressed in the Agreement when supplementary terms contained in a provision incorporated by reference would alter the rights and obligations of the parties set forth in the negotiated Agreement.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.2.3. Changes to Incorporated Documents

If Supplier proposes changes to an incorporated document in a manner that is adverse to Catholic Charities, Supplier shall offer, at Catholic Charities’ option, to amend Catholic Charities’ agreement so that the change is not applicable to Catholic Charities or permit Catholic Charities the option of reducing its commitments by the spend on the affected services, if applicable.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.2.4. Mutuality

Catholic Charities requires that limits of liability and force majeure provisions be mutual and reciprocal.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.3. Governing Law

The Agreement is to be construed in accordance with and governed by the internal laws of the State of Maryland.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.4. Confidential Information

11.4.1. Protection of Confidential Information

Supplier agrees to keep confidential, not to disclose, distribute or copy (other than to the extent necessary to do the work and provide the Solution under the Contract) all confidential and proprietary information obtained as a result of providing goods and/or services to Catholic Charities.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.4.2. Catholic Charities Proprietary Information

Supplier agrees that all information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a service under the contract that Supplier obtains resulting from providing service to Catholic Charities (including, without limitation, all Catholic Charities Data as defined in the Catholic Charities Data section below) will be considered confidential to Catholic Charities and not to Supplier. This includes all such information included in reports and other deliverables Supplier prepares.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.5. Termination

Notwithstanding any notice of termination, Supplier will perform the services (including applicable termination assistance services) in accordance with the terms and conditions of the Agreement and the service levels in effect as of the date on which notice of termination is given. The Agreement may be terminated as follows:

11.5.1. Material Breach

Catholic Charities may terminate the contract with Supplier, including any individual service-specific terms, for cause if the Supplier fails to comply with any of the material terms of the Agreement. If, within 30 days after receiving notice of such a breach, the Supplier has not completed corrective action, Catholic Charities may terminate the entire contract or, at its option, a portion of the Agreement. If it terminates the Agreement for cause, Catholic Charities will have no termination liability beyond payment for services used prior to the effective date of termination, without prejudice for Catholic Charities to claim for any incurred damages.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.5.2. Unsatisfactory Implementation

After the Supplier initiates a specific service to Catholic Charities, there will be a period of 30 calendar days during which Catholic Charities reviews the service quality to determine if it meets Catholic Charities' specifications, including, but not limited to, installation intervals, performance, availability, network throughput and delay, reliability, accuracy of

management information reports and invoicing. If the specific service (e.g., SD-WAN service, dedicated Internet service, etc.) does not meet the specifications, the Supplier will have 30 calendar days in which to make the service conform to the specifications. If Supplier cannot cure the deficiencies within the 30 calendar days period above mentioned, Catholic Charities may terminate immediately the service without liability.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.5.3. Termination for Convenience

Catholic Charities may terminate all or a portion of the agreement for its convenience. Under such circumstances, Supplier should detail all consequences of a termination for convenience for this procurement. Supplier shall set forth the early termination charge (in percentage) by contract year during the initial term. If there are any 3rd party pass-through charges, Supplier must calculate and include them in these termination charges.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.6. Software

11.6.1. Software License

Supplier will grant a royalty-free, worldwide, non-exclusive, and irrevocable (for the term of the Agreement, including any period of termination assistance) license to Catholic Charities, its affiliates, and other authorized users to use any software necessary for use of the services Supplier provides.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.6.2. No Click-wrap Software License

Terms and conditions that concern or purport to govern any software and that are presented at any time in a “click-through” or “click-wrap” agreement or web site will not apply and will not bind Catholic Charities.

Comply (Yes/No)	<i>If Yes: Include additional information (if requested above). If No: Describe your exceptions, explaining the reasons for each exception.</i>

11.7. Co-Operation with Other Catholic Charities Suppliers

The Supplier shall co-operate and liaise with Catholic Charities and with Catholic Charities' other providers of communications and information technology services to ensure the smooth provision and integration of the Supplier's services and other related services. If Catholic Charities procures any telecommunications or network related services from a third party, Supplier will, if Catholic Charities requests in writing, provide Catholic Charities and the third party all reasonable cooperation in relation to the integration of the third-party services and systems with the Supplier's services and systems.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

11.8. Additional Contract Terms

This RFP Section does not include all provisions that will be included in the Agreement. The Agreement will have commercial and legal terms that are typical for contracts of this type, including, but not limited to, governance, equipment scrapping, disaster recovery, benchmarking, service levels, representations and warranties, limitations of liability, and dispute resolution.

Comply (Yes/No)	<i>If No, set out your exceptions, explaining the reasons for each exception.</i>

APPENDIX A. PRICING TEMPLATE

The inventory and pricing template presented in the Appendix A workbook represents Catholic Charities' best estimate of its SD-WAN and WAN services requirements during the contract period.

Refer to the Appendix A (MS Excel) workbooks embedded file Appendix A below.

Supplier must pay attention to the pricing structure in Appendix A. Pricing must be provided for each blue-shaded service element. If a Supplier's proposed price is "no cost", then \$0 shall be entered in Appendix A by the Supplier. Any service element that is not priced will be regarded by Catholic Charities as either "service not available" or "no bid".

A supplier may propose pricing alternative(s) to the specified SD-WAN solution that it feels may be more innovative, efficient, or cost effective. Any alternative solution must be in addition to the solution specified in this RFP document (i.e., a supplier must propose the base case at a minimum to be considered). Please use a separate Excel workbook for submission of any alternative solution proposals.

[Appendix A Catholic Charities SD-WAN Final.xlsx](#)