



University Of Missouri
BID REQUEST AND BID
THIS IS NOT AN ORDER

Procurement Services
University of Missouri-Columbia
1105 Carrie Francke Drive
Columbia, Missouri 65211-3100

Bid Request Number
U084-9-1014

Dated
12/9/08

**BID MUST BE IN PROCUREMENT SERVICES
OFFICE NOT LATER THAN**

Date and Time
01/12/09 3:00pm CT

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By James Crossley (573) 882-5066

FOR MANAGER, PROCUREMENT SERVICES

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

Items	Quantity	Units	Description	Unit Price	Total
			SEE ATTACHED SPECIFICATIONS: ----- Bids are to be contained in a sealed envelope, plainly marked: "SEALED BID FOR BID REQUEST NUMBER U084-9-1014, DUE 3:00 PM CT, 01/12/09. Address Sealed Bids To: Manager, MU Procurement Services University of Missouri 113 Heinkel Building Columbia, Missouri 65211-3100		

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

Bid Firm for 60 Days Unless Otherwise Stated:

Days completion After Receipt of Order	Discount Terms	Bid Dated	Bidder E-Mail Address	
Name of Bidder			Bidder Telephone Number	Bidder FAX Number
Address of Bidder		City/State		Zip
By (Signature of Authorized Agent)		Title	Printed or Typewritten Name of Signatory	

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
2. The University reserves the right to reject any and all bids and to waive any informality in bids.
3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.
4. All items bid shall be new unless otherwise specified by the University.
5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.
9. Shipments shall be marked as directed on the Purchase Order.
10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
11. The University will not be responsible for articles or services furnished without a Purchase Order.
12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.
18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.
19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.
22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Manager, immediately by certified mail, return receipt requested.
23. The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
24. The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University, and which by contract shall be binding upon independent contractors and subcontractors with the University, whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity in the State of Missouri and to all firms, corporations or individuals doing business as Missouri, firms, corporations, or individuals. By virtue of the foregoing policy, preferences will be given to materials, products, supplies, or provisions, and all other articles produced, manufactured, mined or grown within the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a proposal agrees to comply with and be bound by the foregoing policy.

UNIVERSITY OF MISSOURI DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. GENERAL

The Curators of the University of Missouri, a public organization, hereinafter referred to as "University", propose to contract with an organization or individual, hereinafter referred to as "Contractor", whereby the Contractor will furnish and deliver **ETHERNET SERVICES**.

All questions and clarification concerning this RFB must be submitted to:

James Crossley, Senior Buyer
MU Procurement Services
University of Missouri-Columbia
113 Heinkel Building
Columbia, MO 65211
Fax Number: 573-882-5417
E-mail: crossleyj@missouri.edu

Questions will not be accepted nor answered after 4:00PM, CT on January 7, 2008.

An electronic copy of this RFB is available upon request at crossleyj@missouri.edu.

The University of Missouri will NOT accept bids by fax or e-mail.

2. BACKGROUND

MOREnet is Missouri's telecommunications-based delivery system connecting higher education, elementary and secondary education, public libraries, state agencies, community information networks and other organizations and government agencies in Missouri to each other and the Internet. Its mission is to be a catalyst and the foundation for the development, maintenance and use of information sharing in the state. MOREnet is dedicated to ensuring Missouri's future by meeting the needs of its members for full access to information services.

The Missouri Revised Statutes, Chapter 392 Telephone and Telegraph Companies Section 392.205 states "The public service commission shall ensure that all public school districts have access to substantially reduced telecommunications rates and may approve the tariff as submitted, or may, after hearing, modify the tariff in the public interest." MOREnet reminds Respondents that the majority of our customers are public school districts, some of whom may be included in this request for bid.

3. OBJECTIVE

MOREnet, a division of the University of Missouri, is seeking to procure redundant and diverse Ethernet Services from two MOREnet customer sites to MOREnet hub facilities (refer to Appendix A – Network Diagram and Appendix B – MOREnet Hub Facilities). The two member sites currently have Ethernet services to a MOREnet hub facility but want a second connection for redundancy and to provide a diverse route.

The Raytown C-2 School District currently has Ethernet services from the Technology Center at 10750 E 350 Highway in Raytown to MOREnet's hub facility in Kansas City. This service is provided by AT&T. The requested diverse and redundant Ethernet Service must run from the Raytown High School at 6019 Blue Ridge Blvd. in Raytown to one of the four MOREnet hub facilities listed in Appendix B. MOREnet's preference is that the diverse and redundant service terminates in one of the other three hub facilities, but award of this contract will be based on price so the bidder should not use a different hub facility at the expense of pricing.

Rockwood R-VI School District currently has Ethernet services from Babler Elementary School at 1955A Shepard Road in St. Louis to the MOREnet hub facility in St. Louis. This service is provided by Charter Communications, Inc. The requested diverse and redundant Ethernet Service must run from the Crestwood Middle School at 16025 Clayton Road in Ellisville to one of the four MOREnet hub facilities listed in Appendix B. MOREnet's preference is that the diverse and redundant service terminates in one of the other three hub facilities, but award of this contract will be based on price so the bidder should not use a different hub facility at the expense of pricing.

4. DEFINITIONS

Aggregation circuit: Refers to the segment of the circuit that extends from the vendor network to the MOREnet hub facility and is used to carry all combined virtual circuits from customers (refer to segment B in Appendix A - Network Diagram).

Circuit Activation: The process of configuring and connecting equipment that allows for data flow over a circuit.

Circuit Installation: When the contractor has connected a new circuit, completed testing it and notifies MOREnet that the circuit is ready for activation (turn-up).

Circuit Order: When an authorized representative of MOREnet submits a request to the contractor on a MOREnet order form (Appendix C), either by email or US mail, requesting a new circuit or cancellation or changes to an existing circuit.

Diverse Route: Routing between a member and MOREnet's backbone network over more than one geographic or physical path with no common points.

Ethernet: Refers to a packet-switched computer networking technology standardized as IEEE's 802.3.

Full-duplex Ethernet: Refers to an Ethernet circuit which can carry data both directions simultaneously.

Gigabit Ethernet: a version of Ethernet, which supports data transfer rate of 1 billion bits per second.

Hub Facilities: Refers to the five buildings MOREnet uses to connect aggregation circuits to the MOREnet backbone. A list of the hub facility locations is provided in Appendix B – MOREnet Hub Facilities.

Layer 2: Refers to the second of the seven layers of the International Standard Organization's Open System Interconnect (ISO/OSI) model for networking protocols. Layer 2 is the data link layer and defines the processes used to route data across the network and the structure and use of logical addressing.

Layer 3: Refers to the third of the seven layers of the International Standard Organization's Open System Interconnect (ISO/OSI) model for networking protocols. Layer 3 is the network layer. It defines the processes used to route data across the network and the structure and use of logical addressing.

Meet-Point: Defined as the interface between the provisioner and the local telephone provider (see Appendix A - Network Diagram).

Monthly Recurring Cost (MRC): Defined as the recurring cost that will be invoiced every month. Includes all costs as required per 11.25.

MOREnet Customer Site: Refers to the physical location (address) of the MOREnet customer's facility.

Non-Recurring Cost (NRC): Defined as any one-time cost needed to deliver the service.

Protected Circuit: A circuit delivered via a ring topology to minimize single points of failure. The ring does not include separate lines into the MOREnet customer's facility.

Redundancy: Duplication of an existing service.

Switched Ethernet: An Ethernet that learns the endpoint associated with each port by initially broadcasting traffic, then ceases to broadcast and sends directly to the intended destination.

Tail circuit: Refers to the segments of the circuit that extends from the vendor network to the customer site location (refer to segment A in Appendix A - Network Diagram).

Virtual Circuit (VC): Refers to the logical path that is configured in a vendor's network to complete an entire data connection.

5. AWARD OF BID

Contract(s) will be awarded to the best bidder(s), provided bidders' response meet(s) all requirements based upon the evaluation criteria specified in Section 10 and compliance with Section 11. Contract(s) will be awarded to the best bidder(s) on a site-by-site basis. If for any reason a specific site cannot be awarded the University reserves the right to award any and all other site(s). The University reserves the right to award contracts for requested services to one or more Contractors. The University reserves the right to reject any or all bids and make a contract award to a lower priced tariff or consortium offering.

Note: Any bidder that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

The University of Missouri will prepare and submit a contract for execution by the successful bidder(s). The University of Missouri's contract shall be the sole governing document. The University of Missouri will not sign or execute any Contractor's agreement.

The University reserves the right to add additional locations and/or change connection points at prices negotiated with successful contractor(s) in the future as deemed by the University to be in the best interest of the University.

The University seeks to make the terms and prices of this contract available to other higher education institutions, K-12 schools and libraries in the State of Missouri. The intent of this provision is to ensure statewide coverage is obtained via this master contract vehicle and/or other agreements as stated above.

Because vendors may rely on 3rd party facilities to provision complete end-to-end circuits, it is understood that the University may be billed by more than one party. However, it is the University's preference that only one bill be received.

6. TERM AND RENEWAL OF CONTRACT

The term of the **contract** shall commence upon award and continue for one (1) year. The University shall have the right, as its sole option, to renew the contract for one (1) additional one (1) year periods. Contractor shall be notified of renewal thirty (30) days prior to expiration of an existing contract period.

Circuits shall be procured for the full term of the circuit for the option MOREnet selects. Therefore, the University shall have the right at anytime during the one (1) year of the contract to procure a circuit for a one (1) year or three (3) year term.

In the event the University exercises its right to renew, all prices, terms, conditions and provisions of the original contract shall remain the same and shall apply during the renewal periods.

If sufficient funds are not budgeted or appropriated in any fiscal period for payments due under this contract, MOREnet shall give the Contractor written notice of such non-appropriation and the contract shall terminate as of the last day of the fiscal period for which funds are available. Such termination is without expense or penalty.

7. CONTRACTOR'S BID

In order to be considered for selection, Contractors must submit a complete response to this Request for Bid that complies with all the mandatory requirements for the circuit type(s) they are bidding and which follows the outline provided in form of Bid. Additional criteria for response submission follow:

Contractor must provide three (3) copies of the bid in written form, and one (1) copy in

electronic format (.xls) on Compact Disc.

- **The format must be in Excel, not a PDF.**
- **The format of the pricing page must be returned in the bid as presented in the bid.**
- **The format must be capable to allow for copying cells and data to MOREnet's evaluation spreadsheets.**
- **Formulas embedded in the spreadsheet must be removed by the vendor before submitting the bid.**

Fancy presentations, binders, and other extraneous materials are neither needed nor desired. Bids should be submitted on 8½x11" paper. Brochures, literature, and other marketing materials should not be included unless they are an integral part of the bid.

When using any language that has meaning to your firm, yet may be more or less specific than the industry meaning, please define the term in your response. Terms that are NOT defined will be interpreted based upon definitions provided in Section 4 of this bid, and then upon industry standards.

Information regarding bidder's network infrastructure, routing, and design may be submitted separately as proprietary information, see Confidentiality of Information below, that is to be held in confidence. Bid response must clearly indicate when this information is proprietary and confidential. Pricing, meet or exceed specification responses, and any comments/remarks not related to network infrastructure and design will not be considered proprietary and/or confidential information.

Confidentiality of Information:

All records received from a Contractor will be deemed public records and presumed to be open. If the contractor submits with the bid any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the bid; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

8. DELIVERY

Service must be operational within one hundred twenty (120) calendar days of order. If Contractor cannot deliver service by the indicated date the University may, at its sole option, cancel all or part of the contract without penalty.

9. PAYMENT

All bids to be submitted on the basis of payment by University check or ACH Transfer, terms Net 30. Payment shall be made within thirty (30) days after receipt of properly certified vendor's invoices, rendered in duplicate, as follows. The University may withhold payment or make deductions as may be necessary to protect the University from loss or damage on account of: defective work, claims, damages, incorrect billing charges, interrupted service, or to pay for repair or correction of products/services furnished hereunder. Any different payment terms desired by the vendor must be clearly stated and may or may not be accepted by the University.

Any invoicing for under-billing errors which are submitted more than 30 calendar days after the University of Missouri closes funds for any fiscal year (June 30) will not be accepted, paid, or recognized.

10. BID EVALUATION

From the total information requested below, determination shall be made of the prospective contractor's ability to furnish and deliver ETHERNET SERVICE to the University. All information requested below must be included as a part of the prospective contractor's bid.

Since Contractor must comply with ALL mandatory requirements, BIDS THAT DO NOT MEET THE MANDATORY REQUIREMENTS WILL BE IMMEDIATELY ELIMINATED FROM CONSIDERATION.

The University reserves the right to reject any and all bids submitted. Bids shall remain open and subject to acceptance for one hundred twenty (120) days from the date of bid opening. During this period, Contractors may not make material modifications, corrections, or changes (including pricing) to their bid.

Bids will be awarded by individual MOREnet customer site and will allow for planned and future circuit awards for that address for the life of the contract. The bidder whose bid for a given address is determined to be the best will be awarded the bid for all bandwidths for that address. **A bid award does not guarantee that an order will be placed.**

Vendor responses to this bid will be evaluated by technology, Ethernet.

Evaluation Methodology:

The financial evaluation will be based on a weighted percentage of prices for bandwidth. Specific weighting will vary, but will include the anticipated bandwidth per site.

The University will then consider the cost of the circuit over its anticipated life, including any non-recurring costs.

The successful bidder will be awarded all bandwidths for the specified technology, Ethernet.

11. MANDATORY REQUIREMENTS

Follow the instruction given and be sure to include any pertinent information with the bid response.

ETHERNET CIRCUITS (MANDATORY)

11.1. It is required that the connections to the MOREnet equipment meet TIA/EIA 568-B Standards.

11.2. Contractor must guarantee the following levels of service for Ethernet circuits: Latency: 100ms or less; Network Availability: 99.9%

11.3. It is required that the Contractor's Ethernet service be an end-to-end layer 2 switched Ethernet. The service must be transparent to any layer 3 and above applications.

11.4. It is required that the Contractor provide full-duplex, switched Ethernet services.

11.5 The Contractor, to the best of its knowledge, must provide an Ethernet connection that is diverse from the School Districts current Ethernet connection as described in Section 3 of this RFB.

11.5 The Contractor must deliver the service to one of the four hub facilities listed in Appendix B. State below the hub facility that will be used to terminate each site for which the Contractor is bidding service.

Hub Facility for Raytown Service _____

Hub Facility for Rockwood Service _____

11.5. The Contractor may connect the diverse and redundant Ethernet tail circuit to an existing gigabit Ethernet aggregation circuit, providing it is not the same as the one currently used by the member site. The Contractor may also provide a point-to-point Ethernet service provided the hand-off at the hub facility is fiber.

11.6. Contractor must provide the full sustained rate (capacity) for all Ethernet circuits being ordered from the customer premise, through the vendor network, to the MOREnet aggregation circuit.

CONTRACTOR SERVICE REQUIREMENTS (MANDATORY)

11.13. It is required that all circuits and/or services adhere to the appropriate ITU/IEEE/ANSI standards for the items included in this bid.

11.14. It is required that the Contractor provide industry standard termination connectors on all delivered circuits.

11.15. Service Outages: Contractor must provide credit in the event of a service outage comparable to the amount of time the service is unavailable. Contractor must also provide a written report of

any outages that exceed two hours in length within five (5) business days of the outage. The report must include an explanation of the problem and a description of the actions the Contractor took to correct the problem. If the report is not provided within five (5) business days, the Contractor must provide an additional credit comparable to the amount of time the service is unavailable (for a total of twice the length of the outage).

11.16. Installation:

11.16.1. If the site requires installation of conduit, fiber, poles, or other materials on the site's premises to provide a path for the Contractor's circuit, those costs need not be included in Contractor's bid. However, upon order, these costs **MUST** be disclosed to MOREnet promptly, and Contractor must allow MOREnet to cancel the order within fifteen (15) working days of the notification without penalty.

11.16.2. Vendor must terminate circuit inside the building at the specified demarc location as part of the normal installation.

11.16.3. Vendor may state any additional installation services that are available, and associated costs. Indicate any limitations/restrictions upon use of the service.

11.17. Service must be provided within one hundred twenty (120) calendar days from the date of order. If this timeline is not met, MOREnet shall receive service at no charge for the same amount of time that the service is delayed. (Example: If service is delivered one hundred fifty (150) calendar days from date of order, MOREnet would receive one month of service at no charge).

11.18. E-rate:

11.18.1. It is required that the Contractor be a Universal Service Administrative Company (USAC) designated Telecommunications Carrier (TC) and have a Service Provider Identification Number (SPIN) under the E-rate program.

Provide your Service Provider Identification Number (SPIN).

SPIN #: _____

11.18.2. It is required that an eligible Telecommunications Carrier be compliant with the Federal Communications Commission's "Red Light Rule" as described per the following links:

http://www.fcc.gov/debt_collection/
http://www.fcc.gov/debt_collection/#redlight

11.19. It is required that the following information be on all invoices: Contractor's billing/invoice number, circuit ID, site name, billing period dates, and bill amount.

11.20. The contractor can begin billing for a new circuit after successful installation of the circuit. (Example: if the contractor notifies MOREnet that a circuit has been installed and is ready but

MOREnet's testing shows that the circuit does not pass traffic, then that will not be considered a "successful installation.")

- 11.21. MOREnet will submit orders for new circuits and cancellations of existing circuits using the MOREnet Order form (a copy is included in Appendix C) The order will be sent to the contractor either by e-Mail to the address specified by the contractor or by the US Postal Service to the address specified by the contractor.
- 11.22. The contractor should acknowledge receipt of a new circuit order or a cancellation of an existing circuit within three days of receipt of the order via email to the MOREnet designee.
- 11.23. The contractor should respond to a new circuit order within 14 days of receipt of the order by e-mailing the MOREnet designee the new circuit ID, order number and the planned date of installation.
- 11.24. The Contractor must provide the following within 15 (fifteen) working days after award of bid:
 - 11.24.1. Direct voice telephone access to the Contractor Network Operations Center (NOC) Point of Contact for problem resolution 24 hours a day, 7 days a week (24 x 7).
 - 11.24.2. Clear and documented procedures to report problems; escalate problems and communications method that will be used to follow up with MOREnet technical staff.
 - 11.24.3. Documentation describing the floor space, power and environmental requirements that will be imposed on MOREnet customer sites.

PRICING (MANDATORY)

- 11.25. Contractor must provide firm fixed prices that meet all mandatory requirements for any or all contract periods. Prices shall include all applicable discounts. Prices shall be firm without conditions, qualifications, or caveats. MOREnet will not accept contracts tied to tariff increases or increases in applicable regulatory fees, administrative fees, applicable taxes, surcharges or other fees.
- 11.26. Prices submitted shall include all costs, including but not limited to, regulatory fees, administrative fees, applicable taxes and surcharges. The successful bidder(s) shall not add any additional costs to invoices. MOREnet will not pay any costs over the bid price(s). Prices shall not be allowed to fluctuate during the term of the contract.
- 11.27. Bandwidth Changes:

There are to be no fees/charges for increasing or decreasing bandwidth for a site. For example, if a request is made to increase a 10Mbps circuit to a 20Mbps circuit, there shall be no fees/charges assessed. If bandwidth is to be decreased for a site, the start date of the circuit term for the new bandwidth will be the date the bandwidth is officially decreased. For example, if a 20Mbps circuit is purchased under a 3-year term and activated on 1/1/2006, the circuit expiration date would be 12/31/2008. On 4/15/2007, the bandwidth could be decreased to

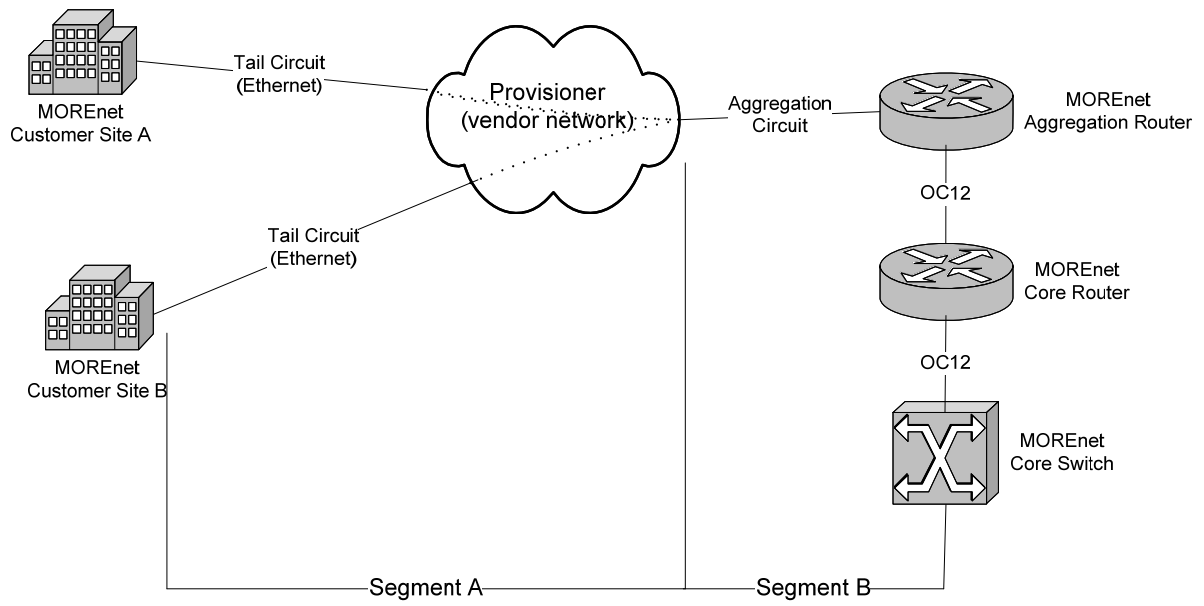
10Mbps so the circuit term would now expire on 04/14/2010. Increases in bandwidth will not change the original expiration date.

- 11.28. Pricing must be in the form of 'not to exceed'--that is, if the prices drop, the decrease is passed through to the University. If prices rise, the costs are capped at the contract (BID) amount as proposed in the successful Contractor's bid.
- 11.29. Contractor must provide documentation for any refunds and/or credits for loss of service due to failure to meet performance guarantees.
- 11.30. Upon request, Contractor must provide details of any cancellation penalties or required cancellation notices. Details must include documentation/description of any cancellation notice requirements or penalty/termination fees resulting from cancellation of, or reduction in services. (This section will not supersede any requirements stated in Section 6 of the Detailed Specifications and Special Conditions and in Section 24 of the General Conditions). Information must be provided within 10 (ten) working days of request.

PRICING PAGES

- 11.31. Vendors may contact MOREnet's customers at the sites being bid for the purpose of performing a site audit. Site visits are to be PRE-ARRANGED with each site.
- 11.32. Pricing pages will be provided in an Excel spreadsheet format with these bid specifications. The Excel spreadsheet(s) will consist of: Site Pricing Sheet –Technology Ethernet Unprotected circuit. Bids should be returned in an Excel format and not a pdf format. **SEE SECTION 7 CONTRACTOR'S BID**
- 11.33. Empty fields in a respondent's pricing sheet(s) will be assumed to indicate that there is no bid on that particular item.
- 11.34. **For each site for which they wish to bid, vendors must provide at least the Anticipated Bandwidth plus the next two levels higher (for example, if the Anticipated Bandwidth is 5M, the vendor would be required to provide pricing for 5M, 10M and 20M). It is preferred that vendors provide prices for the full range of bandwidth on the pricing page.**

Appendix A- Network Diagram Ethernet Diagram



Appendix B – MOREnet Hub Facilities

Listed below are the vendors, and their contacts, that have ATM aggregation circuits at each hub facility and the vendors that are known to have the ability to connect to MOREnet's equipment with an Ethernet aggregation circuit.

Kansas City, MO POP Address	Vendor Facilities & MOREnet Aggregation Contractor Contacts:
1102 Grand MMC Meet-Me Room , Suite 604C 1102 Grand Avenue Kansas City, MO 64106	ATM Aggregation Circuits AT&T: Mary Jane Day, (314) 505-0900 LightCore: Lou Stamm, (314) 880-1870 Sprint: Mark Lindsey, (573) 634-1627 Ethernet Aggregation Circuits AT&T: Mary Jane Day, (314) 505-0900 Sho-Me Technologies: Matt Arthur, (417) 468-2615 Time Warner Cable : Devon Evard, (816) 326-8632

ST. LOUIS, MO POP Address	Vendor Facilities
Digital Reality Third Floor Meet-Me Room 900 Walnut St. Louis, MO	ATM Aggregation Circuits AT&T: Mary Jane Day, (314) 505-0900 LightCore: Lou Stamm, (314) 880-1870 Sho-Me Technologies: Matt Arthur, (417) 468-2615 Ethernet Aggregation Circuits AT&T: Mary Jane Day, (314) 505-0900 Charter: Rob Eveker, (636) 220-4868 Sho-Me Technologies: Matt Arthur, (417) 468-2615

Springfield, MO POP Address	Vendor Facilities
Southwest Missouri State University 1001 E. Madison Ave, Blair Shannon House Springfield, MO 65804 417-836-4392	ATM Aggregation Circuits LightCore: Lou Stamm, (314) 880-1870 AT&T: Mary Jane Day, (314) 505-0900 Sho-Me Technologies: Matt Arthur, (417) 468-2615 Ethernet Aggregation Circuits MediaCom: John Depperschmidt, (417) 875-5538 Sho-Me Technologies: Matt Arthur, (417) 468-2615 SpringNet: Andy Robinson, (417) 575-7700

Columbia, MO POP Address	Vendor Facilities
University of Missouri-Columbia Telecommunications Building 920 South College Columbia, MO 65201 573-884-7200	ATM Aggregation Circuits LightCore: Lou Stamm, (314) 880-1870 AT&T: Mary Jane Day, (314) 505-0900 Ethernet Aggregation Circuits Sho-Me Technologies: Matt Arthur, (417) 468-2615

Appendix C – Circuit Order Form

Circuit Order Request

Order Date:	MOREnet Order #:
MOREnet Requested Due Date:	Or Next Available
Remote Location:	Circuit Provisioner:
Street Address:	Email:
Building:	MOREnet Contac Connie Smith
Floor/Room #/Demarc:	Phone: (573) 882-9787
City:	Email: smith@more.net
State:	
Zip:	
On-Site Contact Name:	Send Bills To: MOREnet
Site Phone:	Attention: Accounts Payable
Contact Phone:	Street Address: 3212 LeMone
	Industrial Blvd
	City and State: Columbia MO
	Zip: 65201
	Billing Contact: Jo Cunningham
	Phone: (573) 884-3166
	Email: jo@more.net
Site ID:	
Connection ID:	

Please process the request of
With the service type of
And with the following parameters for the above remote location

PARAMETERS	
Circuit ID for request:	Aggregation Circuit:
Access Rate/CIR:	ATM Port #:
SCR/PCR:	Access Rate/CIR:
Burst (e):	SCR/PCR:
VPI:	Burst (e):
VLAN/VC/DLCI:	VPI:
Interface:	VLAN/VC/DLCI:
Encoding:	
Traffic Class:	

ADDITIONAL INFORMATION	
Upgrade/Remapped Circuit:	Bid Number:
MON:	Non Recurring Charge:
Circuit to be replaced:	Monthly Recurring Charge Incl. USF
	TERM OF CIRCUIT AGREEMENT:
BTN:	
Remarks:	
MOREnet is not responsible for any work performed other than what appears on this Service Order MOREnet reserves the right to cancel this order prior to installation if it is determined that the customer site requires special construction.	
PLEASE NOTIFY MOREnet CONTACT UPON COMPLETION OF REQUEST	

Please fill out the following for each Telco involved and return this form back to the MOREnet Contact.	
Provisioner:	LEC:
Circuit ID:	Circuit ID:
Telco Order Number:	Telco Order Number:
Billing Account Number:	Number:
	Confirmation Due
Confirmation Due Date:	Date:
	Circuit Expiration
Circuit Expiration Date:	Date:

Base Bid Page Diverse and Redundant Unprotected Ethernet Services

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SITE NAME	100M			
	MRC		NRC	
	1 Year	3 Year	1 Year	3 Year
Raytown High School				
Rockwood R-VI Crestwood Middle School				