

REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
ETHERNET
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI – COLUMBIA
RFB # D012910
OPENING DATE: **JANUARY 29, 2010**
TIME: 2:00 PM, CT

Prepared by:

Darla Higgins, MBA, CPPA
Manager-MOREnet
Contracts Administration Procurement
University of Missouri-Columbia
3212 A LeMone Industrial BLVD.
Columbia, Missouri 65201

Dated: December 22, 2009

NOTICE TO BIDDERS

The University of Missouri – Columbia requests bids for Furnishing and Delivery of Ethernet Service, RFB # D012910 which will be received by the undersigned at the **MOREnet MU Procurement Services, University of Missouri, 3212 A LeMone Industrial BLVD. , Columbia, MO 65201 until 2:00 p.m., CT , January 29, 2010. Bids will be opened and identified starting at 2:05 p.m., CT.**

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained from Darla Higgins, MOREnet-MU Procurement Services, 3212 A LeMone Industrial BLVD., Columbia, MO 65201, 573-884-8695.

The University reserves the right to waive any informalities in bids and to reject any or all bids.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Darla Higgins, MBA, CPPA
Manager-MOREnet
Contracts Administration Procurement
University of Missouri-Columbia
3212 A LeMone Industrial BLVD.
Columbia, Missouri 65201

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**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS
REQUEST FOR BID (RFB)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and bid response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals of 7% for MBEs and 3% for WBEs of the total value of contracts for goods and services.

The University expects participation in contracts for goods and services by firms that are certified as Minority and Women Business Enterprises (M/WBEs). This may either be by the primary contractor being a qualified M/WBE or by the utilization of M/WBE suppliers by the primary contractor (second tier purchases). Contractors are required to make a "best effort" in support of the University's policy and documentation demonstrating this effort is required. Upon request of the University, the contractor shall provide semi-annual or annual reports of the financial participation of M/WBEs, either as the primary contractor or as second tier purchases. The report shall include the name(s) and address (es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization."

8. **Applicable Laws and Regulations:** The University serves from time to time as a 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.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated

pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Bidders understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any bidders who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO BIDDERS

1. **Request For Bid (RFB) Document:** Bidders are expected to examine the complete RFB document and all attachments including drawings, specifications, and instructions. Failure to do so is at bidder's risk. It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source.

Any and all communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the University buyer of record referenced in this RFB. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the bid opening date.

The RFB document and any attachments constitute the complete set of specifications and bid response forms. No verbal or written information that is obtained other than through this RFB or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFB or give information as to the requirements of the RFB in addition to that contained in or amended to this written RFB document. In case of any doubt or difference of opinion as to the true intent of the RFB, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Bids:** All bids must be submitted, in 3 copies, on the bid form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Bid for Furnishing and Delivery of Ethernet" and addressed, mailed and/or delivered to MOREnet-University of Missouri, 3212A Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins.

To receive consideration, bids must be received, at the above address, prior to the bid opening time and date stated in this RFB. Bidders assume full responsibility for the actual delivery of bids during business hours at the specified address.

Unless otherwise specifically stated in the RFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFB is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the

specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the bid form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original bid price.

Time will be of the essence for any orders placed as a result of this RFB. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Bids:** Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form. All bids shall be signed, in the appropriate location, by a duly authorized representative of the bidder's organization. Signature on the bid certifies that the bidder has read and fully understands all bid specifications, plans, and terms and conditions.

By submitting a bid, the bidder agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the bidder certifies that: (1) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; (3) the bidder has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the University.

Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the bid closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supercedes or modifies the prior bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly identifying the RFB title, RFB number and closing time and date. Bids may not be modified after the bid closing time and date. Telephone and facsimile modifications are not permitted.

Bids may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with an RFB response shall be deemed open records pursuant to 610.021 RSMo. If a bidder believes any of the information contained in the bidder's response is exempt from 610.021 RSMo, then the bidder's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the RFB and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality and adaptability of the bidders equipment, supplies and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all bids and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful bidder shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Advertisement for Bids, Specifications and Addenda, Exhibits, Bid Form, Form of

Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFB, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Payment terms, unless otherwise stated in the RFB, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification** - The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

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 **Unprotected ETHERNET CIRCUIT(S)**.

Bids shall NOT be submitted by e-mail or fax.

All questions must be addressed to:

Darla Higgins, MBA, CPPA
Manager-MOREnet
Contracts Administration Procurement
University of Missouri-Columbia
3212 A Lemone Industrial BLVD.
Columbia, Missouri 65201
573-884-8695
higginsdj@more.net

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. MOREnet participates in the Federal Universal Service Fund (USF) program for schools and libraries (E-Rate), and requires its suppliers to participate in the program also.

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 the following:
Tail circuit(s) of at least 5Mbps from a MOREnet customer site to a MOREnet hub facility using an existing aggregation circuit (refer to Appendix A – Network Diagram and Appendix B – MOREnet Hub Facilities). Ethernet circuits must use either an existing Ethernet aggregation circuit to connect to the hub facility, or a vendor who has an Ethernet connection in the hub facility and can connect to MOREnet's equipment, at no cost to MOREnet, with a single fiber connection to a gigabit Ethernet port.

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 either by email or US mail, requesting a new circuit or cancellation or changes to an existing circuit.

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. See Appendix D for a diagram of a protected circuit,

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 contract award to a lower priced tariffed 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 five (5) 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 any time during the one (1) year of the contract to procure an Ethernet circuit for a three (3) year term or five (5) 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

Tail Circuits: 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, or Credit Card, 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 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, DS3). For each site, the University shall, at their sole discretion, determine which technology option best suits the site's needs.

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 (DS3 or Ethernet).

11. MANDATORY REQUIREMENTS

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

MANDATORY ITEMS (ETHERNET CIRCUITS)

- 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. It is required that the Ethernet tail circuit be interconnected to an Ethernet aggregation circuit that currently exists in the appropriate hub facility (see Appendix B for a list of vendors with existing Ethernet access to hub facilities).
- 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)

- 11.7. It is required that all circuits and/or services adhere to the appropriate ITU/IEEE/ANSI standards for the items included in this bid.
- 11.8. It is required that the Contractor provide industry standard termination connectors on all delivered circuits.
- 11.9. 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).

11.10. Installation:

- 11.10.1. Vendor must terminate circuit inside the building at the specified demarc location as part of the normal installation, 11.18.1 notwithstanding.
- 11.10.2. The vendor/s price must include all cost to complete the installation to the sites demarc.
- 11.10.3. Vendor may state any additional installation services that are available, and associated costs. Indicate any limitations/restrictions upon use of the service.

11.11. 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).

11.12. E-rate:

- 11.12.1. 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 #: _____

- 11.12.2. 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

11.13. 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.

11.14. 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.")

11.15. MOREnet will submit orders for new circuits and cancellations of existing circuits using the MOREnet Order form. 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.

- 11.16. 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 e-mail to the MOREnet designee.
- 11.17. 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.
- 11.18. The Contractor must provide the following within 15 (fifteen) working days after award of bid:
 - 11.18.1. 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).
 - 11.18.2. Clear and documented procedures to report problems, escalate problems and communications method that will be used to follow up with MOREnet technical staff.
 - 11.18.3. Documentation describing the floor space, power and environmental requirements that will be imposed on MOREnet customer sites.

PRICING (MANDATORY)

- 11.19. 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.
- 11.20. 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.
- 11.21. Bandwidth Changes:
 - 11.21.1. 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. Increasing bandwidths for a circuit will not change the expiration date of the circuit.

If bandwidth is to be increased for a site, the start date of the circuit term for the new bandwidth will remain the same. ***For example, if a 10Mbps 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 increased to 20Mbps, and the circuit term would remain the same (circuit expiration date 12/31/2008).

- 11.22. 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.
- 11.23. Contractor must provide documentation for any refunds and/or credits for loss of service due to failure to meet performance guarantees.
- 11.24. 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.

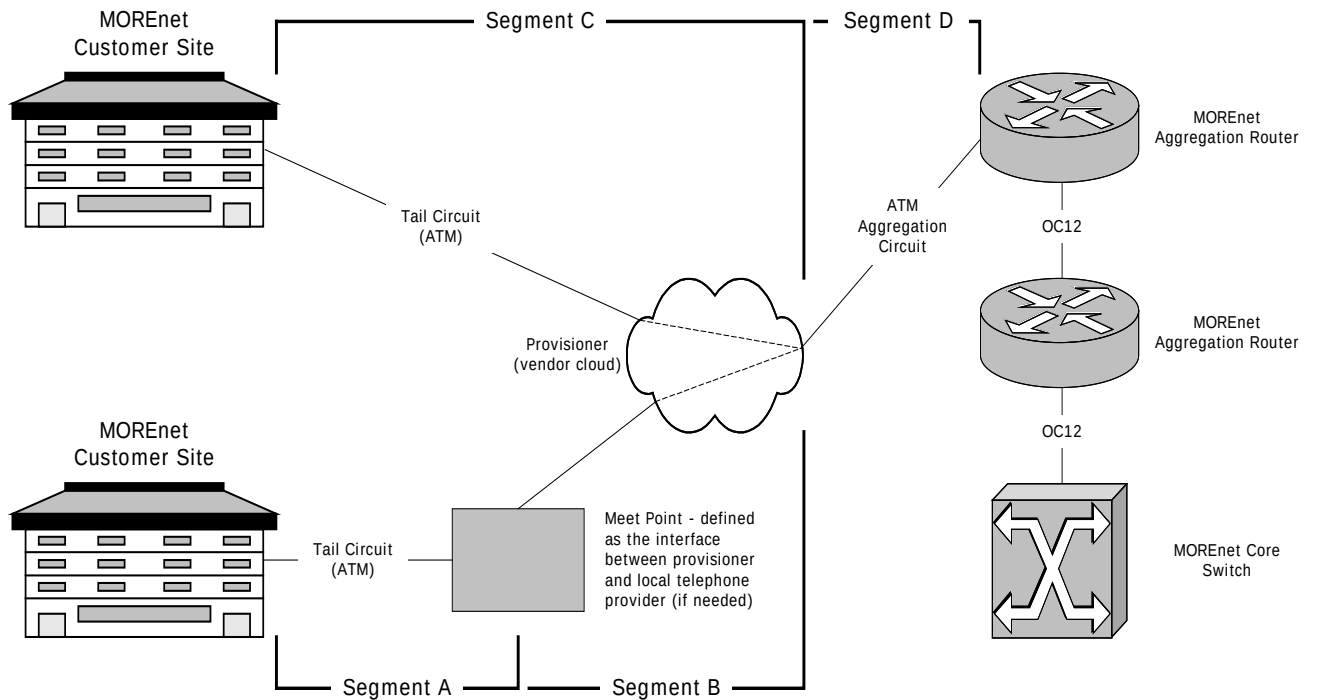
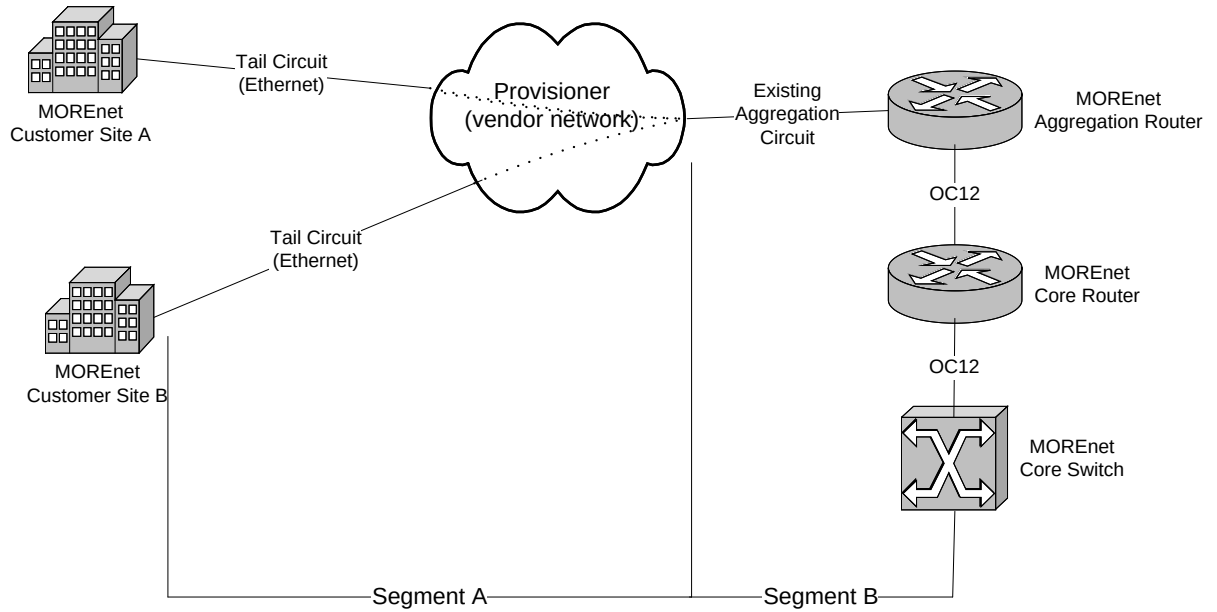
PRICING PAGES

- 11.25. 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.
- 11.26. Pricing pages will be provided in an Excel spreadsheet which will be provided in electronic format with these bid specifications. The Excel spreadsheet(s) will consist of: Site Pricing Sheet – Ethernet Technology Unprotected circuit
- 11.27. Empty fields in a respondent’s pricing sheet(s) will be assumed to indicate that there is no bid on that particular item.
- 11.28. The service and prices provided herein shall be available to all current members of MOREnet and/or political subdivision.
- 11.29 **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.**

CLICK [HERE](#) FOR A LINK TO THE EXCEL PRICING SHEET.

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.

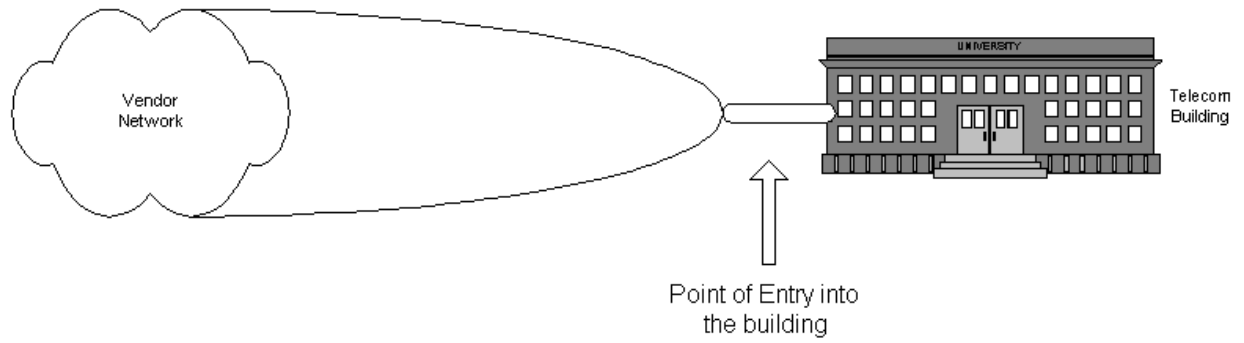
Kansas City, MO POP Address	Vendor Facilities & MOREnet Aggregation Contractor Contacts:
1102 Grand LLC Meet-Me Room, Suite 604C 1102 Grand Avenue Kansas City, MO 64106	Ethernet Aggregation Circuits AT&T: Mary Jane Day, (314) 505-0900 Sho-Me Technologies: Matt Arthur, (417) 468-2615 Lightcore: Lou Stamm,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

ST. LOUIS, MO POP Address	Vendor Facilities
Digital Reality Third Floor Meet-Me Room 900 Walnut St.Louis, MO	Ethernet Aggregation Circuits AT&T: Mary Jane Day, (314) 505-0900 Charter: Rob Eveker, (636) 220-4868 MNA: Scott Bierman, (816) 361-8821 Sho-Me Technologies: Matt Arthur, (417) 468-2615 Lightcore: Lou Stamm, (314) 880-1870

Springfield, MO POP Address	Vendor Facilities
Southwest Missouri State University Telecommunications Center Blair Shannon House 1001 E. Madison Ave. Springfield, MO 65804 417-836-4392	Ethernet Aggregation Circuits AT&T: Mary Jane Day, (314) 505-0900 Lightcore: Lou Stamm, (314) 880-1870 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	Ethernet Aggregation Circuits Embarq: Mark Lindsey (573-634-1627 MNA: Scott Bierman, (816) 361-8821 Sho-Me Technologies: Matt Arthur, (417) 468-2615 Lightcore: Lou Stamm, (314) 880-1870

Appendix D– Aggregation Circuit Protection Diagram



BID FORM

(Name of firm or individual bidding)

REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
ETHERNET
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI
RFB # D012910
OPENING DATE: JANUARY 29, 2010
TIME: 2:00 PM, CT

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Bid issued by the University of Missouri.

AUTHORIZED BIDDER REPRESENTATION

Number of calendar days delivery after receipt of order	Payment Terms
Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? yes no	

This signature sheet must be returned with your bid.

RFB # D012910
Detailed Specifications and
Special Conditions