

REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
GIGABIT ETHERNET
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI – COLUMBIA
RFB # C040708
OPENING DATE: APRIL 7, 2008
TIME: 2:00 PM, CT

Prepared by:

James Crossley, Senior Buyer
Office of the Manager
MU Procurement Services
University of Missouri
113 Heinkel Building
Columbia, MO 65211-3100

Dated: March 7, 2008

NOTICE TO BIDDERS

The University of Missouri – Columbia requests bids for Furnishing and Delivery of Gigabit Ethernet Service, RFB # C040708, which will be received by the undersigned at the Office of the Manager, MU Procurement Services, University of Missouri, 113 Heinkel Building, Columbia, MO 65211 until 2:00 p.m., CT , April 7, 2008. 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 James Crossley, MU Procurement Services, 113 Heinkel Building, Columbia, MO 65211, 573-882-5066.

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: James Crossley, Senior Buyer
MU Procurement Services
University of Missouri-Columbia
113 Heinkel Building
Columbia, MO 65211

Dated: March 7, 2008

**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 Gigabit Ethernet Service" and addressed, mailed and/or delivered to MU Procurement Services, University of Missouri, 113 Heinkel Building, Columbia MO 65211 ATTN: James Crossley.

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, apparrent 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. DebarmentDebarment 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, herein referred to as “University”, propose to contract with an organization(s) or individual(s), herein referred to as “Contractor”, whereby the Contractor will furnish gigabit Ethernet services to the University of Missouri.

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

James Crossley, Senior Buyer
MU Procurement Services
University of Missouri
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 April 2, 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, a division of the University of Missouri, is Missouri’s telecommunications-based delivery system serving higher education, elementary and secondary education, public libraries, state agencies, community information networks, government agencies and other organizations in Missouri with connections 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.

3. OBJECTIVE

MOREnet is seeking to acquire Gigabit Ethernet service between member sites and MOREnet hub facilities (see Attachment A for hub facility locations).

The objective of this BID request is to establish firm fixed pricing and service offerings for Gigabit Ethernet services as indicated in the attached pricing page spreadsheet.

4. DEFINITIONS

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

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

Monthly Recurring Cost (MRC): Defined as the recurring cost that will be invoiced every month. MRC includes all costs as required per 11.2.1.

MOREnet's Backbone Network: An Ethernet network that connects the MOREnet's hub sites.

MOREnet Member Site: Refers to the physical location 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.

Unprotected Circuit: Circuit implemented with a single path, incapable of surviving a cable break.

5. AWARD OF CONTRACT

The University is requesting bids for a three-year and five year circuit term for tiered Gigabit Ethernet connections from the sites listed in the pricing sheet to the indicated MOREnet hub facility.

The bid will be awarded to the lowest cost provider for the option (protected or unprotected) selected by the University, providing the price quoted for the circuit is within the allocated budget for this project.

The University reserves the right to reject any or all bids and make contract award to a tariffed offering.

6. **TERM AND RENEWAL OF CONTRACT**

The term of the contract shall commence upon award and successful installation of a circuit, and remain in effect for a one-year term. The University shall have the right, as its sole option, to renew the contract for two (2) additional one (1) year periods. Contractor shall be notified of renewal 30 days prior to expiration of an existing contract period.

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 BIDs that complies with all the mandatory requirements and which follows the outline provided in form of BID. Additional criteria for response submission follow:

Contractor should 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 of 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 8-1/2x11 inch paper. Brochures, literature, and other marketing materials should not be included unless they are an integral part of the BID.

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.

10. BID EVALUATION

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

Since respondent must comply with ALL mandatory requirements, BIDS WHICH DO NOT MEET THE MANDATORY REQUIREMENTS, WILL BE ELIMINATED.

10.1 The University reserves the right to reject any and all BIDs submitted.

10.2 BIDs shall remain open and subject to acceptance for 90 days from the date of BID opening. During this period, respondents may not make material modifications, corrections, or changes (including pricing) to their BID.

11. MANDATORY REQUIREMENTS

Instructions on Completion:

If more space is needed for comments or a description, attach a page with the additional information and identify them by the associated section number.

There may be an instance where a respondent's system may be able to perform the function, but in a different manner than specified. The respondent must answer "Does not meet the specified requirement", and we request an explanation of how the requirement can be achieved.

MOREnet reserves the right to waive mandatory requirements; if a requirement is waived, it will be waived for all competing vendors.

11.1 Mandatory Items

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

11.1.2 Contractor must provide the full gigabit bandwidth capacity for the Ethernet connections being ordered from the member site, through the vendor network, to the MOREnet hub facility.

11.1.3 It is required that the Contractor provide MOREnet direct voice telephone access to the Contractor's Network Operations Center (NOC) Point of Contact for problem resolution 24 hours a day, 7 days a week (24*7).

11.1.4 It is required that the Contractor provide clear and documented procedures to report problems, escalate problems and communications method that will be used to follow up with MOREnet technical staff. List the procedures your firm will follow to satisfy this requirement.

11.1.5 It is required that the Contractor provide documentation describing the floor space, power and environmental requirements that they will impose on the MOREnet customer sites. Contract must be able to install the circuit without disrupting existing service in production.

11.1.6 It is required that the Contractor be a Universal Service Administrative Company (USAC) designated Eligible Telecommunications Provider (ETP) and have a Service Provider Identification Number (SPIN) under the E-rate program. Provide your Service Provider Identification Number (SPIN).

SPIN #: _____

11.1.7 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 72 hours 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 72 hours, 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).

11.1.8 Contractor must guarantee the following levels of service: Latency: 100ms or less;
Network Availability: 99.9%

Mandatory Items, Administrative

11.2.1 Contractor must provide firm fixed prices that meet all mandatory requirements for the entire contract period. Prices shall include all applicable discounts. Prices shall be firm without conditions, qualifications, or caveats. MOREnet will not accept contracts tied to tariff increase or increases in regulatory fees, administrative fees, taxes, surcharges or other fees. Prices shall not be allowed to fluctuate during the term of the contract.

11.2.2 Price quotation must include all non-recurring (NRC) and recurring (MRC) costs.

11.2.3 Contractor must provide pricing information as listed in Appendix B - Pricing Pages.

11.2.4 Pricing shall 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 offered in the contractor.

11.2.5 MOREnet will be moving its hub facilities in Kansas City and St. Louis. However, the move may not occur before installation of this service is completed. Therefore, Contractor must bid prices for a temporary connection at MOREnet's current hub facilities as indicated on the pricing sheets.

11.2.6 Contractor must describe any offers of discounts for annual, semi-annual, or quarterly prepayment. The University will NOT apply discounts to bid amounts in making the determination of lowest and best bid or award of contracts. Therefore, contractors are encouraged to submit bids that incorporate discounts where discounts can be guaranteed.

11.2.7 Contractor shall document any refunds and/or credits for loss of service due to failure to meet performance guarantees.

11.2.8 Contractor shall provide information upon successful installation of a circuit. Information to be provided must include: final installation date, termination/expiration date of the circuit term, and circuit ID.

11.2.9 Contractor shall document/describe any cancellation notice requirements or penalty/termination fees resulting from cancellation of, or reduction in services for the purposes of MOREnet's convenience. As noted in the general conditions, Section 5 of the Detailed Specifications and Special Conditions, and Section 10 of the Detailed Specifications and Special Conditions, MOREnet shall not incur any expense or penalty if it terminates service due to inadequate budgeting/appropriations. Also, MOREnet shall not incur any expense or penalty from reduction in service if the parties have a contract for the reduced services.

11.2.10 Contractor should understand that the University shall issue a Purchase Order as documentation of award of this bid. University will NOT enter into a separate contract. However, it is recognized that other paperwork may be required for upon placement of an order. Contractor shall provide copies of any other paperwork with their bid that would be required of the University to successfully fill this order.

11.2.11 As noted in the General Conditions and Section 5 of the Detailed Specifications and Special Conditions, if the University/MOREnet does not receive adequate budgeting/appropriations the University/MOREnet may terminate services without expense or penalty.

11.2.12 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 250Mbps circuit to a 500Mbps circuit, there shall be no fees/charges assessed. If a 500 Mbps circuit is purchased under a 3-year term and activated on 7/1/2008, the circuit expiration date would be 6/30/2011. An increase or decrease in bandwidth will not change the original expiration date.

PRICING PAGES

11.3.1 Pricing pages will be provided in an Excel spreadsheet format with these bid specifications. The Excel spreadsheet(s) will consist of: Site Pricing Sheet – Ethernet Technology Unprotected circuit and Site Pricing Sheet – Ethernet Technology Protected circuit. Bids should be returned in an Excel format and not a pdf format,

11.3.2 If the price of a bandwidth is left blank, the next higher bandwidth with a price will be accepted as a bid for the lower un-priced bandwidth.

11.3.3 PLEASE SEE THE PRICING PAGES

Additional Cost if Initially Installed at the Current Hub Facilities		
Additional MRC ¹	NRC for installation at temporary facilities	NRC for moving to new facilities ²

RFB # C040708

Detailed Specifications and
Special Conditions

Additional MRC¹:

1 Only include the additional cost above the amount in MRC columns to the left that are required for the month-to-month cost while operating in the temporary facilities.

NRC for moving to new facilities²

2 Only include the amount that is in addition to the NRC amounts listed in the columns at left. MOREnet will pay this amount plus the appropriate NRC listed for the bandwidth and term selected for installation in the new facility if a move is required. This column can include negative figures if the NRC for installation in the temporary facility reduces the cost of installation in the permanent facility.

Appendix A

Listed below are the addresses for the hub facilities MOREnet will be using for all, or at least a majority, of the term of this contract.

MOREnet Kansas City Hub Facility	MOREnet St. Louis Hub Facility
1102 Tenant Building 1102 Grand Ave, Kansas City, MO 64106	Bandwidth Exchange Building 900 Walnut St. Louis, MO 63102

MOREnet is currently using the hub facilities listed below in Kansas City and St. Louis. MOREnet's move to the collocation sites in Kansas City and St. Louis, listed above, is dependent on MOREnet's installation of a new 10 Gigabit backbone. Thus, the Contractor may be required to initially deliver the Gigabit Ethernet services to the facilities listed below. The pricing sheets have columns for the additional NRC for initially installing the service in the facilities below, the MRC for any additional operating cost while providing service in the facilities below and an additional NRC for moving the service to the facilities above when they become available. **NOTE: Only the additional NRC and MRC costs above the costs quoted for installation and operation in the permanent facilities should be included in the temporary facilities cost.**

MOREnet Kansas Hub Facility	MOREnet St. Louis Hub Facility
University of Missouri-Kansas City Newcomb Hall, Room 106 5123 Holmes Kansas City, MO 64110 816-235-1485	University of Missouri – St. Louis 451 Computer Center Building 8001 Natural Bridge Road St. Louis, MO 63121 314-516-6002

Appendix B Pricing Page

Prices submitted shall include **all** costs, including but not limited to, regulatory fees, administrative fee, 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).***

BID FORM

(Name of firm or individual bidding)

REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
GIGABIT ETHERNET SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI
RFB # C040708
OPENING DATE: APRIL 7, 2008
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.

(INSERT PRICING INFORMATION)

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.

BASE BID PAGE FOR GIGABIT ETHERNET SERVICES - UNPROTECTED CIRCUITS

[illegible]

[illegible]

[illegible]

[illegible]

							the temporary facility reduces the cost of installation in the permanent