

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
POINT TO POINT BACKBONE CIRCUITS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
THE MISSOURI RESEARCH AND EDUCATION NETWORK (MORENET)
RFP # MN-7-0221
OPENING DATE: FEBRUARY 21, 2017
TIME: 2:00 CDT

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared By:

Heather Reed
Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

Dated: January 10, 2017

NOTICE TO REQUEST FOR PROPOSAL

The University of Missouri System requests Request for Proposals for Furnishing and Delivery of Point to Point Backbone Circuits, RFP # MN-7-0221 which will be received by the undersigned at the **University of Missouri System Supply Chain office until February 21, 2017 at 2:00 p.m. CT. Request for Proposals will be opened and identified starting at 2:05 p.m., CT. . The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained from Heather Reed, UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201 or via phone at 573-882-9778 or via email at: ReedHR@umsystem.edu.

In the event a respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

Questions shall be submitted no later than January 30, 2017.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared By:
Heather Reed, CPPB
Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

**UNIVERSITY OF MISSOURI
REQUEST FOR PROPOSAL (RFP)**

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 proposal response forms.
2. Governing Laws and Regulations: Any contract issued as a result of this RFP 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. Supplier Diversity Participation: It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that

compete for business with the University. The University's Supplier Diversity effort reflects that.

Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

Second Tier Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:

Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.

Example: Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2nd Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2nd Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment B). The Respondent must describe what suppliers and/or how the

Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

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 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 Centers for Medicare & Medicaid Services (CMS).

Respondents 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 respondents 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.
14. Vendor Gifts: The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Business Policy Vendor Gifts, section 3:110.

INSTRUCTIONS TO REQUEST FOR PROPOSAL

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

Any and all communications from Request for Proposal regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. 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 Request for Proposal opening date.

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

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted, in **1 hard copy and 1 electronic copy (i.e. disc or jump drive)**, on the Request for Proposal form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: Request for Proposal for a Point to Point Backbone Circuit and addressed, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201 ATTN: Heather Reed. . **The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal opening time and date stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals 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 RFP 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 RFP 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. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals 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 Request for Proposal 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 proposal price.

Time will be of the essence for any orders placed as a result of this RFP. 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 respondents Proposal and accepted by the University. The University reserves the right to cancel circuit connection(s) by an individual site, without cancelling the entire contract. In the event the University exercises the right to cancel a single individual circuit; the contractor shall maintain existing awarded circuit connections without penalty. Service connection(s) will be awarded on a site by site basis. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

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

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal 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 Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or

corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

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

Proposals 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 RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent'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 Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent 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 Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the

required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

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

5. **Contract Award and Assignment:** The successful Respondent(s) shall, within fifteen (15) days after receipt of a formal contract award letter, return a countersigned copy to the University. The elements of a binding agreement shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, and Contract Award Letter.

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 there from, 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 RFP, (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:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. 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. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

11. **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.

12. **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).

13. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Business Policy Vendor Gifts, section 3:110.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. GENERAL

The Curators of the University of Missouri, on behalf of MOREnet, propose to contract with an organization or individual, hereinafter referred to as "Contractor", whereby the Contractor will furnish and deliver point to point backbone circuit(s) between MOREnet's routing facilities as described herein.

Request for Proposals shall NOT be submitted by e-mail or fax.

All questions must be addressed to:

Heather Reed, CPPB
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
573-882-9778
reedhr@umsystem.edu

2. BACKGROUND

MOREnet is Missouri's telecommunications-based delivery system connecting higher education, elementary and secondary education, public libraries, state agencies, telehealth sites and other organizations and government agencies in Missouri to each other and the Internet. 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 proposal.

3. OBJECTIVE

MOREnet, a division of the University of Missouri, is seeking to procure point to point backbone circuit(s) between the locations specified in the Mandatory Requirements section of this RFP.

4. AWARD OF REQUEST FOR PROPOSAL

Contract(s) will be awarded to the best Respondent(s), provided Respondent's response meet(s) all requirements based upon the evaluation criteria specified in Section 8 and compliance with Section 9. The University reserves the right to reject any or all proposals and make a contract award to a lower priced tariff or consortium offering.

Note: Any Respondent 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 award letter for execution by the successful Respondent(s). The University of Missouri's contract award letter shall be the sole governing document. The University of Missouri will not sign or execute any Contractor's agreement.

5. NON-APPROPRIATION OF FUNDS

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.

6. RESPONDENT'S PROPOSAL

In order to be considered for selection, Respondents must submit a complete response to this Request for Proposal that complies with all the mandatory requirements and which follows the outline provided in form of the RFP. Additional criteria for response submission follow:

Respondent response to proposal MUST be in the form of both written and electronic format including; one (1) copy of the Request for Proposal in written form, and one (1) copy in electronic format on Compact Disc to be considered.

Fancy presentations, binders, and other extraneous materials are neither needed nor

desired. Proposals should be submitted on 8½x11” paper. Brochures, literature, and other marketing materials should not be included unless they are an integral part of the Request for Proposal.

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.

Information regarding Request for Proposal network infrastructure, routing, and design may be submitted separately as proprietary information, see Confidentiality of Information below, that is to be held in confidence. Request for Proposal 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 Request for Proposal 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 Request for Proposal; 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."

7. PAYMENT

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. 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. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University of Missouri-MOREnet shall pay the contracted rate as stated in the vendors pricing response as awarded. Contractor must reconcile all billing errors and invoices

within 120 days of the invoice. 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. For any circuit invoice in which the billing inaccuracy extends beyond the fiscal year (June 30) University of Missouri–MOREnet reserves the right to cancel the circuit in entirety without penalty.

The contractor shall name a single point of contact for all billing items. MOREnet contracts and account department shall be notified by the contractor with 30 days of billing contact changes.

Contractor billing contact information:

Company Name: _____

Contact Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____

8. REQUEST FOR PROPOSAL EVALUATION

From the total information requested below, determination shall be made of the prospective Contractor's ability to provide circuit(s) to the University. All information requested below must be included as a part of the prospective Contractor's proposal.

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

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

Proposals shall remain open and subject to acceptance for one hundred twenty (120) days from the date of Request for Proposal opening. During this period, Respondents may not make material modifications, corrections, or changes (including pricing) to their proposal.

Proposals 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 Respondent whose proposal is determined to be the best will be awarded the Request for Proposal. A Request for Proposal award does not guarantee that an order will be placed.

Vendor responses to this Request for Proposal will be evaluated by technology and cost effectiveness. The University shall, at their sole discretion, determine which technology option best suits the site's needs.

In making an award, both the price and quality of the proposal will be considered. The quality of the proposal will be evaluated based on the solution offering, price, and previous experiences with the Contractor.

9. MANDATORY REQUIREMENTS

Respondents must meet all mandatory requirements in order to provide a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must follow the instructions given and include any pertinent information with the proposal response.

9.1. Contractor must provide circuit(s) between the following locations:

Option 1:

Location 1	Location 2
Neutrality Properties 900 Walnut St. Louis, MO 63101	University of Missouri Telecom Building 920 South College Ave. Columbia, MO 65201

Option 2:

Location 1	Location 2
1102 Grand 1102 Grand Ave. Kansas City, MO 64106	Missouri State University Telecommunications Center 1001 East Madison Blair-Shannon House Springfield, MO 65807

Option 3:

Location 1	Location 2
1102 Grand 1102 Grand Ave. Kansas City, MO 64106	University of Missouri – Telecom Building 920 South College Ave. Columbia, MO 65201

9.2. Contractor must provide a service level agreement (SLA) for each circuit that addresses the minimum network performance guidelines for contractor's network as listed below:

- Circuit availability must be at least 99.95% between the hours of 6:00 a.m. and 10:00 p.m.
- Latency must be 100ms or less except when the traffic utilization on the circuit is more than 90%.
- Packet loss must not exceed 0.7%
- Jitter must be less than 50ms

If MOREnet determines that the Contractor is failing to meet the above performance guidelines on a circuit MOREnet will notify the Contractor in writing of the failure and give the Contractor 30 calendar days to correct it. If the Contractor is not able to meet the guidelines within 30 days, MOREnet will begin withholding 10% of the MRC for that circuit for each month that the Contractor fails to make the guidelines. If the Contractor fails to make the guidelines for six consecutive months after the first notification then MOREnet, at its sole discretion, can cancel the circuit with no early termination fees or other penalties.

9.3. Contractor must provide the full-sustained rate (capacity) for the circuit between locations.

9.4. Contractor must honor all QoS markings (including CoS) as traffic traverses the circuit.

9.5. Contractor must provide credit in the event of an unscheduled service outage that exceeds 30 minutes. The credit will equal the amount of time the service is unavailable. At MOREnet's request, Contractor must also provide a written report of any outage that exceed one hour 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.

The Contractor must provide written notice of scheduled maintenance outage at least 72 hours prior to the maintenance. The scheduled maintenance must be done between the hours of 12:01 A.M. and 6:00 A.M. unless agreed to in advance by MOREnet

9.6. It is required that all fiber, connectors, waves and/or services adhere to the appropriate ITU/IEEE/ANSI standards for the solutions proposed in this RFP.

9.7. Respondent must have and maintain a valid Service Provider Identification Number (SPIN) and participate in the federal USF E-Rate program for the duration of the contract and any extensions thereof. Provide SPIN below.

SPIN: _____

- 9.8. Respondent must provide firm fixed prices (see Pricing Page). Prices shall include all applicable discounts. Prices shall be firm without conditions, qualifications, or caveats.
- 9.9. Prices submitted shall include **all costs**, including but not limited to, fiber construction costs, installation costs, regulatory fees, administrative fees, applicable taxes and surcharges. The successful Respondent 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.
- 9.10. Contractor must inform MOREnet of any penalties or cancellation notices required. Describe any cancellation notice requirements and/or early termination fees resulting from cancellation or reduction of service prior to the term end date.

PRICING PAGE

BACKBONE CIRCUIT PRICING PAGE (LIT CIRCUIT)

Option 1 – Circuit Pricing (St. Louis to Columbia)

Lease Term	Term	NRC	MRC
10Gbps	3 Year		
10Gbps	5 Year		
100Gbps	3 Year		
100Gbps	5 Year		

Option 2 – Circuit Pricing (Kansas City to Springfield)

Lease Term	Term	NRC	MRC
10Gbps	3 Year		
10Gbps	5 Year		
100Gbps	3 Year		
100Gbps	5 Year		

Option 3 – Circuit Pricing (Kansas City to Columbia)

Lease Term	Term	NRC	MRC
10Gbps	3 Year		
10Gbps	5 Year		
100Gbps	3 Year		
100Gbps	5 Year		

REQUEST FOR PROPOSAL FORM

(Name of firm or individual)

REQUEST FOR PROPOSALS

FOR

FURNISHING AND DELIVERY

OF

POINT TO POINT BACKBONE CIRCUITS

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

THE MISSOURI RESEARCH AND EDUCATION NETWORK (MORENET)

RFP # MN-7-0221

OPENING DATE: FEBRUARY 21, 2017

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 Proposal issued by the University of Missouri.

AUTHORIZED REQUEST FOR PROPOSAL 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 Request for Proposal.

ATTACHMENT A SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2nd Tier spending:

- Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.
- Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
 - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
 - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

The contractor/ supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2nd tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1 st or 2 nd Tier

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

Supplier Diversity Certifying Agencies

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri's websites for M/WBE's and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity
P.O. Box 809, Harry S. Truman office Building
Room 630, 301 W. High Street
Jefferson City, MO. 65102
573-751-8130
www.oeo.mo.gov
Missouri M/WBE Certification and database

State of Missouri Office of Administration
Division of Purchasing & Materials Management
P.O. Box 809
Jefferson City, MO 65102
573-751-3273
www.oa.mo.gov/purchasing-materials-management
Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce
M/WBE and DBE Department
1000 S.W. Jackson St. Suite 100
Topeka, KS. 60612
785-296-3425
www.kansascommerce.com
Kansas M/WBE and DBE database and certification

Missouri Department of Transportation
External Civil Rights
1017 Missouri Blvd
Jefferson City, MO. 65102
573-526-2978
www.modot.org/ecr
Missouri DBE database and certification

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314-551-5000
www.mwdbe.org
St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri
MBE/WBE Division
414 E. 12th St
Kansas City, MO. 64106
816-513-1313
Kansas City M/W/DBE database and certification
www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation
1520 Market St. Suite 2000
St. Louis, MO. 63103
314-657-3700
www.stlouis-0mo.gov/sldc
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council
317 N. 11th St. Suite 502
St. Louis, MO. 63101
314-436-8877
www.midstatesmsdc.org
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO. 64106
816-221-4200
www.mpmsdc.org
MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City
1000 Walnut Suite 500
Kansas City, MO. 66106
816-426-4900
<http://www.sba.gov/about-offices-content/2/3123>
Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis
1222 Spruce St. Suite 10.103
St. Louis, MO. 63103
314-539-6600
<http://www.sba.gov/about-offices-content/2/3124>
St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration
Veteran and Service Disabled Veteran Database and verification
www.vetbiz.gov
U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council
308 N. 21st St, 7th floor
St. Louis, MO. 63101
314-241-1143
www.slmhc.org
St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago
8 S. Michigan Ave Suite 400
Chicago, Illinois 60603
312-853-3477
www.wbdc.org
Certification for WBE's in the Missouri area

SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

Please include what organization your firm has secured certification from with a certification number and date it expires. _____

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer (M)
- Distributor/Wholesaler (D)
- Manufacturer's Representative (F)
- Service (S)
- Retail (R)
- Contractor (C)
- Other (O)

SOLE PROPRIETORSHIP: Yes No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____ Date: _____