

**REQUEST FOR PROPOSALS**  
**FOR**  
**FURNISHING AND DELIVERY**  
**OF**  
**DATA TRANSPORT SERVICES OR DARK FIBER**  
**FOR**  
**THE CURATORS OF THE UNIVERSITY OF MISSOURI**  
**ON BEHALF OF**  
**THE MISSOURI RESEARCH AND EDUCATION NETWORK (MORENET)**  
**RFP # MN-7-0222**  
**OPENING DATE: FEBRUARY 22, 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

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## NOTICE TO REQUEST FOR PROPOSAL

The University of Missouri System requests Request for Proposals for Furnishing and Delivery of Data Transport Services or Dark Fiber, RFP # MN-7-0222 which will be received by the undersigned at the **University of Missouri System Supply Chain office until February 22, 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 February 1, 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

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**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 2<sup>nd</sup> Tier spending. There are two ways this can be accomplished:

Direct 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2<sup>nd</sup> Tier spending: Calculates the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 Data Transport Services or Dark Fiber 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 Data Transport Services or Dark Fiber from sites throughout Missouri to one of the PoP facilities outlined on Appendix B used by MOREnet.

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 data transport services or dark fiber to connect its members to the MOREnet backbone. MOREnet's stated direction is to provide Ethernet connections to all member sites.

The objective of this RFP is to establish firm pricing to acquire the services described above for the locations and terms outlined on the pricing sheets.

### 4. DEFINITIONS

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

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

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

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

**Dark Fiber:** Unlit fiber-optic cable provided by Contractor.

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

**Layer 2:** Layer 2 refers to the data link layer of the seven-layer OSI model of computer networking.

**Layer 3:** Layer 3 refers to the network layer of the seven-layer OSI model of computer networking.

**Mbps:** Bandwidth measured in megabits per second

**Monthly Recurring Cost (MRC):** The recurring cost that will be invoiced every month.

**MOREnet Member Site:** The physical location (address) of the MOREnet member's facility.

**Non-Recurring Cost (NRC):** Any one-time cost needed to deliver the service.

**PoP Facilities:** An inter-connect address where MOREnet accepts aggregation circuits. A list of the PoP facility locations is provided in Appendix B – MOREnet PoP Facilities.

**Release Date:** The date when the contractor releases the circuit to MOREnet for billing.

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

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

## 5. AWARD OF 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 10 and compliance with Section 11. Contract(s) will be awarded to the best Respondent(s) on a site-by-site basis. If for any reason a specific site cannot be awarded, the University reserves the right to award any and all other sites. The University reserves the right to award contracts for requested services to one or more Contractors. The University reserves the right to reject any or all 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. The University reserves the right to add and/or change connection points at prices negotiated with successful contractor(s) in the future as deemed by the University to be in the best interest of the University.

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

## 6. TERM AND RENEWAL OF CONTRACT

The term of the contract shall commence upon award and continue for five (5) years, unless the Contractor is notified of contract cancellation at least sixty (60) days prior to the annual anniversary date of the award letter notification.

Circuits shall be procured for the full term of the circuit for the option MOREnet selects. Therefore, the University shall have the right at any time during the five (5) years of the contract to procure an Ethernet circuit for a three (3) year term or five (5) year term.

The University may terminate a connection, by individual site, without cancelling the contract in its entirety. The awarded contractor shall honor all circuit rates as stated in the contractors pricing response, for each site connected/ordered circuit for the duration of the circuit term.

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. 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 for the circuit type(s) they are proposing 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 (.xls) on Compact Disc to be considered.***

- **The Pricing Page(s) attached to the RFP must be completed in order to be considered, any other form will be disqualified.**
- **Formulas embedded in the spreadsheet must be removed by the vendor before submitting the Request for Proposal to be considered for evaluation.**
- **Formulas embedded in disc, flash drive, thumb drive, etc. must be removed from the storage device.**

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. Terms that are NOT defined will be interpreted based upon definitions provided in Section 4 of this Request for Proposal, and then upon industry standards.



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."

## **8. DELIVERY**

Tail Circuits: Service must be operational within one hundred twenty (120) calendar days of order. If Contractor cannot deliver service by the indicated date the University may, at its sole option, cancel all or part of the contract without penalty. The contractor shall refund MOREnet the sum of the site(s) Monthly Recurring Rate (MRC at the contracted rate) starting on day one hundred twenty one (121) and accrue every 30 days until the site(s) is operational.

Contractor guarantees delivery for site(s) listed in the Contractor's proposal response. Should the Contractor fail to deliver the service(s) as stated in the Request for Proposal/Contract, the Contractor shall pay MOREnet the sum of twelve-months MRC for the bandwidth desired, for the site(s) the Contractor failed to deliver (Example: Contractor Request for Proposal response 50 MB-\$2,000 MRC times 12 months, contractor shall pay MOREnet the sum of \$24,000), within 30 days of notifying MOREnet, the service cannot be delivered.

**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.

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: \_\_\_\_\_

## 10. REQUEST FOR PROPOSAL EVALUATION

From the total information requested below, determination shall be made of the prospective Contractor's ability to furnish and deliver AGGREGATION CIRCUITS, TAIL CIRCUITS, or DARK FIBER 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 Respondents whose proposal for a given address is determined to be the best will be awarded the Request for Proposal for that address. 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 (Ethernet). For each site, 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 proposed technologies and previous experiences with the Contractor.

## 11. TECHNICAL REQUIREMENTS

Respondents must meet all requirements in this section. Respondents must follow the instructions given and be sure to include any pertinent information with the proposal response.

### 11.1. GENERAL

11.1.1. It is required that the Contractor participates in the Federal USF programs (such as E-Rate program or its subsequent programs) for schools, libraries and health care facilities for all eligible products and services awarded from this

RFP for the duration of the contract. Provide your Service Provider Identification Number (SPIN) to meet this requirement.

**SPIN NUMBER** \_\_\_\_\_

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

## **11.2. CIRCUITS**

11.2.1. 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:

- The latency must be 120ms or less except when the utilization is more than 90% on the circuit.
- Packet loss must not exceed 0.7%
- Network Availability must be at least 99.95% between the hours of 6:00 am and midnight
- 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.

11.2.2. It is required that all tail circuits be interconnected to an aggregation circuit and that the bandwidth sum of the tail circuits does not exceed the bandwidth capacity of the aggregation circuit.

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

If MOREnet determines that the Contractor is not providing the full bandwidth ordered, MOREnet will only pay for the bandwidth the Contractor has provided, retroactive to the Contractor's last release date. If the Contractor does not provide the ordered bandwidth within 30 days of notification, MOREnet reserves the right to terminate the circuit without penalty.

- 11.2.4. Contractor must supply termination equipment, such as smart jacks, inside the building as part of the circuit installation. State any additional installation services that are available. Indicate for each of these services whether or not additional costs would apply, and any limitations/restrictions upon the services.
- 11.2.5. Circuits must be provided within one hundred twenty (120) calendar days from the date of order. If this timeline is not met, MOREnet shall receive service at no charge for the same amount of time that the service is delayed. (Example: If service is delivered one hundred fifty (150) calendar days from date of order, MOREnet would receive one month of service at no charge).
- 11.2.6. It is required that the Contractor provide industry standard termination connectors on all delivered circuits.
- 11.2.7. MOREnet's premise equipment will use standard Ethernet ports and the Contractor must deliver the circuit to that port.
- 11.2.8. Aggregation circuits must be delivered via Ethernet as referenced in Appendix A - Network Diagram.
- 11.2.9. Aggregation circuits must be provisioned to deliver Virtual Circuits from the member site to the MOREnet PoP and that member sites must not be allowed to communicate with other member sites connected to the Contractor's network without first going through a MOREnet router at a MOREnet Primary PoP.
- 11.2.10. It is required that MOREnet's IP addresses be used at all sites.
- 11.2.11. MOREnet must have the ability to rate-limit bandwidth below what was ordered (i.e. 100Mbps circuit is ordered and MOREnet will rate-limit the circuit to 50Mbps). Respondent's solution must preserve this capability.
- 11.2.12. It is required that the Contractor's network does not interfere with MOREnet's ability to manage and monitor the member's sites.
- 11.2.13. MOREnet marks some packets from the member sites for Quality of Service (QoS) and it is required that the Contractor honor the QoS settings through their network to the MOREnet Pop facility.
- 11.2.14. Aggregation services must be provided one hundred twenty (120) calendar days from the date of order. If this timeline is not met, MOREnet shall receive service at no charge for the same amount of time that the service is delayed. (Example: If service is delivered 150 calendar days from the date of order, MOREnet will receive one month of service at no charge.)

11.2.15. If the Contractor currently has for fee aggregation circuit(s) with MOREnet that can be used to aggregate some sites from this contract, MOREnet will use that aggregation circuit to connect sites from this contract and will only order aggregation circuits from this contract after MOREnet determines that the existing aggregation circuit(s) cannot accommodate additional sites.

11.2.16. Service Outages: 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 by individual site. Contractor must also provide a written report of any outages 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. If the report is not provided within five (5) business days, the Contractor must provide an additional credit of two-times the monthly circuit rate.

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.

11.2.17. The Contractor shall begin billing for a new circuit after successful installation of the circuit. If the Contractor notifies MOREnet that a circuit has been installed and is ready but MOREnet's testing shows that the circuit does not pass traffic, then that will not be considered a "successful installation."

11.2.18. Respondent must provide firm fixed prices that meet all mandatory requirements for any or all contract periods. Prices submitted shall include **all costs**, including but not limited to, regulatory fees, administrative fees, applicable taxes and surcharges. Prices shall include all applicable discounts. Prices shall be firm without conditions, qualifications, or caveats. MOREnet will not accept contracts tied to tariff increases or increases in applicable regulatory fees, administrative fees, applicable taxes, surcharges or other fees.

The successful Respondent(s) shall not add any additional costs to invoices. MOREnet will not pay any costs over the bid price(s). Prices shall not be allowed to fluctuate during the term of the contract.

- 11.2.19. Respondent must inform MOREnet of any penalties or cancellation notices required. Document/describe any cancellation notice requirements or penalty/termination fees resulting from cancellation or reduction of service for any given circuit prior to its circuit term end date.

**Early Termination Cost** \_\_\_\_\_

- 11.2.20. Respondent must describe any offers of discounts for annual, semi-annual, or quarterly prepayment. The University will NOT apply discounts to proposed amounts in making the determination of lowest and best proposal or award of contracts. Therefore, Respondents are encouraged to submit proposals that incorporate discounts where discounts can be guaranteed.
- 11.2.21. Respondents may contact MOREnet members at the sites being bid for the purpose of performing a site audit. Site visits are to be PRE-ARRANGED with each site.
- 11.2.22. Tail circuits should be aggregated and delivered on a one gigabit or ten gigabit Ethernet circuit to one of MOREnet's PoP facilities (see Appendix B – MOREnet PoP Facilities)

Respondent may choose to deliver aggregation circuits to one of the Secondary PoP facilities if doing so would lower the overall price. If vendor plans to deliver aggregation circuits to a secondary PoP facility, vendor must update the Alternate PoP (or hub) column by selecting the appropriate PoP on the Pricing Pages.

Respondents must list their cost for aggregation circuits to each PoP that they plan to deliver circuits to in Appendix C – Aggregation Circuit Pricing. MOREnet prefers, but does not require, that all costs be applied to the tail circuits and the aggregation circuits be provided without cost.

**11.3. FIBER**

- 11.3.1. Dark fiber must be single mode fiber suitable for DWDM networking at 100Gbps and greater per wavelength using commercially-available equipment.
- 11.3.2. Respondents must supply a map of the proposed solution(s) in an electronic format. Map must include the actual route of the backbone fiber, all huts/POPs, all access locations available to the University, and all proposed member site connections. Map(s) must be in KML/KMZ, ESRI ShapeFile or other format supported by ESRI's ArcGIS software.
- 11.3.3. A Fiber IRU agreement and Maintenance and Colocation (M&O) agreement will be provided to Respondents who are proposing a dark fiber solution.

- 11.3.4. Respondents are required to fill out the Pricing Pages for all dark fiber options proposed. The NRC column is intended for any one-time payment such as an IRU payment or fiber construction cost. The MRC column is intended for any recurring cost such as colocation, power, and/or M&O.

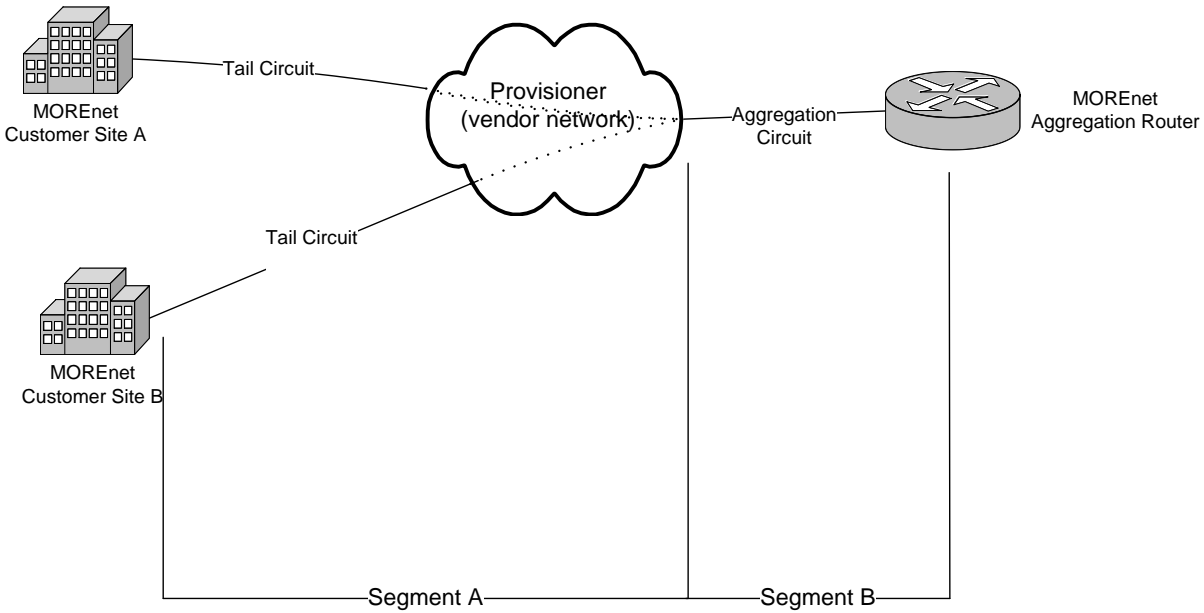
## **12. PRICING PAGES**

Vendors are required to use the attached Excel pricing sheet for tail circuits and Appendix C for pricing aggregation circuits. Contact Heather Reed at ReedHR@umsystem.edu or 573.882.9778 with any questions.

***Pricing Pages may be found at the University of Missouri Procurement Web-Site (www.pmm.missouri.edu), under “open bids”, MN 7 0222 pricing pages.***



**Appendix A – Network Diagram**



## Appendix B – MOREnet PoP Facilities

### Primary PoP Facilities

<b>Columbia Facility</b> University of Missouri Telecommunications Building 920 S. College Columbia, MO 38.939123 -92.321621	<b>Jefferson City Facility</b> State Data Center Truman Building 301 W. High Jefferson City, MO 38.579038 -92.176754	<b>Kansas City Facility</b> 1102 Grand, LLC Building Meet-Me Room, Suite 604C 1102 Grand Kansas City, MO 39.100779 -94.581069
<b>Springfield Facility</b> Missouri State University Telecommunications Center Blair Shannon House 1001 E. Madison Springfield, MO 37.201007 -93.278912	<b>St. Louis Facility</b> Digital Realty Building Third Floor Meet-Me Room 900 Walnut St. Louis, MO 38.633470 -90.215001	

### Secondary PoP Facilities

<b>Alton Facility</b> Old Cane Bluff Rd Alton, MO 36.709009, -91.397681	<b>Bolivar Facility</b> 1397 E 490th Rd Slagle, MO 37.538638 -93.381343	<b>Camdenton Facility</b> 690 Ha Ha Tonka Rd. Camdenton, MO 37.995628 -92.751782
<b>Cape Girardeau Facility</b> Cape Center Dr Cape Girardeau, MO 37.300622, -89.553868	<b>Caruthersville Facility</b> State Highway 84 Caruthersville, MO 36.204628, -89.675163	<b>Creighton Facility</b> Intersection of E. 319 St and Lutheran Dr Creighton, MO 38.531216, -94.070287
<b>Cuba Facility</b> 1310 State Highway P Cuba MO 38.084944 -91.396863	<b>Farmington Facility</b> Overall Rd Farmington, MO 37.757599, -90.449806	<b>Fredericktown Facility</b> Old US Highway 67 Fredericktown, MO 37.535965, -90.306393
<b>Kennett Facility</b> County Rd 543 Kennett, MO 36.235520, -90.098863	<b>Malden Facility</b> North Douglas St Malden, MO 36.603321, -89.968889	<b>Marble Hill Facility</b> County Rd 400 Marble Hill, MO 37.286534, -89.976765
<b>Marshfield Facility</b> 18574 State Highway 38 Marshfield, MO 37.326473, -92.882407	<b>Osceola Facility</b> 7661 NE Highway 82 Osceola, MO 38.036526 -93.641378	<b>Oxley Facility</b> State Highway JJ Oxly, MO 36.665462, -90.709014
<b>Peculiar Facility</b> 23217 S Moore Rd Peculiar, MO 38.699084, -94.44707	<b>Perryville Facility</b> S US Highway 61 Perryville, MO 37.701421, -89.895830	<b>Poplar Bluff Facility</b> White Oak Dr Poplar Bluff, MO 36.792939, -90.406999
<b>Rolla Facility</b> 1400 East. 10 <sup>th</sup> Street Rolla, MO 37.951029, -91.748820	<b>Ste. Genevieve Facility</b> State Route M Ste Genevieve, MO 37.934131, -90.054664	<b>Seymour Facility</b> 490 State Hwy C Seymour, MO 37.155645, -92.751965

<b>Sikeston Facility</b> Larcel Dr Sikeston, MO 36.852746, -89.584329	<b>Silva Facility</b> Wayne County Rd 219 Silva, MO 37.183925, -90.463840	<b>Fairview Facility</b> 3962 S Fairview Springfield, MO 37.142063, -93.297798
<b>Stoutland Facility</b> 6724 State Rt T Stoutland, MO 37.820999, -92.528116	<b>Valles Mines Facility</b> US Highway 67 Valle Mines, MO 38.020015, -90.484851	<b>Van Buren Facility</b> State Route U Van Buren, MO 37.025632, -90.905246
<b>Versailles Facility</b> 20518 Seales Rd Versailles, MO 38.3826278, -92.807750	<b>Willow Springs Facility</b> Railroad Dr Willow Springs, MO 36.970818, -91.937875	<b>Winona Facility</b> Lindsey Rd Winona, MO 37.001011, -91.339792

**Appendix C – Aggregation Circuit Pricing**

<b>PoP</b>	<b>Aggregation Technology</b>	<b>Term</b>	<b>MRC</b>	<b>NRC</b>
St. Louis	Ethernet 1G	_____	_____	_____
St. Louis	Ethernet 10G	_____	_____	_____
Kansas City	Ethernet 1G	_____	_____	_____
Kansas City	Ethernet 10G	_____	_____	_____
Springfield	Ethernet 1G	_____	_____	_____
Springfield	Ethernet 10G	_____	_____	_____
Columbia	Ethernet 1G	_____	_____	_____
Columbia	Ethernet 10G	_____	_____	_____
Jefferson City	Ethernet 1G	_____	_____	_____
Jefferson City	Ethernet 10G	_____	_____	_____

***MOREnet desires aggregation circuits to be at no-cost.***

**NOTE: The Respondent may also propose to deliver aggregation circuits to one of the secondary PoPs listed in Appendix B, however aggregation circuits delivered to any of the listed secondary PoPs MUST be provided at no cost to MOREnet.**

**REQUEST FOR PROPOSAL FORM**

---

**(Name of firm or individual)**

**REQUEST FOR PROPOSALS**

**FOR**

**FURNISHING AND DELIVERY**

**OF**

**DATA TRANSPORT SERVICES OR DARK FIBER**

**FOR**

**THE CURATORS OF THE UNIVERSITY OF MISSOURI**

**ON BEHALF OF**

**THE MISSOURI RESEARCH AND EDUCATION NETWORK (MORENET)**

**RFP # MN-7-0222**

**OPENING DATE: FEBRUARY 22, 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 2<sup>nd</sup> Tier spending:

- Direct 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> Tier. Dollars can be tracked and traced to fulfilling the contract.
  
- Indirect 2<sup>nd</sup> Tier spending: Calculates the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 <sup>st</sup> or 2 <sup>nd</sup> 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](http://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](http://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](http://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](http://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](http://www.mwdbe.org)  
St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri  
MBE/WBE Division  
414 E. 12<sup>th</sup> St  
Kansas City, MO. 64106  
816-513-1313  
Kansas City M/W/DBE database and certification  
[www.kcmo.gov/humanrelations/resources](http://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](http://www.stlouis-0mo.gov/sldc)  
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council  
317 N. 11<sup>th</sup> St. Suite 502  
St. Louis, MO. 63101  
314-436-8877  
[www.midstatesmsdc.org](http://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](http://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](http://www.vetbiz.gov)  
U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council  
308 N. 21<sup>st</sup> St, 7<sup>th</sup> floor  
St. Louis, MO. 63101  
314-241-1143  
[www.slmbc.org](http://www.slmbc.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](http://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.

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Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_ Date: \_\_\_\_\_