



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS**

**DATA TRANSPORT SERVICES  
FOR NETWORKMAINE**

**RFP # 02-10**

ISSUE DATE:  
September 21, 2009

**MANDATORY PRE-PROPOSAL MEETING:**  
Friday, October 2, 2009 at 10:00 a.m.

**PROPOSALS MUST BE RECEIVED BY:**  
October 30, 2009

**DELIVER PROPOSALS TO:**

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

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## PROCUREMENT TIMETABLE

**Bidders are encouraged to read each section of the Request for Proposals thoroughly. While sections may appear similar, additional information may be included as applicable within each section. It is the responsibility of the bidder to understand the requirements of each section.**

**The procurement timetable represents the University's best estimated schedule. All dates, including the Contract start date may be subject to change.**

| <b>ACTIVITY</b>  | <b>SCHEDULED DATE</b>    |
|--|--------------------------|
| Distribution of RFP  | September 21, 2009       |
| Public Notice of RFP                                       | September 21, 2009       |
| Pre-Proposal Conference                                    | October 2, 2009          |
| Closing Date for submission of written questions via-email | October 6, 2009          |
| University's e-mail response to written questions          | October 9, 2009          |
| Proposal submittal deadline                                | October 30, 2009         |
| Proposal evaluation period                                 | November 2009            |
| Presentations from selected bidders                        | November - December 2009 |
| Final evaluation period                                    | December 2009            |
| Contractor selection                                       | January 2010             |
| Contract start date  | July 1, 2010             |

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting on behalf of NetworkMaine is seeking proposals for the provision of data transport services to provide regional transport services to approximately 800 schools and library locations.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a bidder may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected bidder.

- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The bidder(s) to whom the Contract is awarded shall be referred to as the "Contractor(s) or Service Provider(s)."
- 1.3 Background: NetworkMaine is a new business unit managed by the University of Maine System (University). NetworkMaine's intention is to provide a fiber optic based network (in most cases) to provide K-20 schools, libraries, state and local government, and research entities with a cost-effective solution to address advanced network services, high speed interconnectivity between network participants, and connectivity to both the commodity Internet and the national research and education network, Internet 2. For more information about NetworkMaine please see Exhibit B.
- 1.4 Scope: The University is seeking data transport services for schools and libraries (see Exhibit A) beginning July 1, 2010. The Contractor(s) will provide transport services to approximately 140 schools and library regional networks along with transport services to connect these regional networks to NetworkMaine's Points of Presence. Bidders may propose any data transport medium capable of carrying the bandwidth required for access to NetworkMaine's regional points of presence. Note: ISP services are not required!

The Contractor(s) must accommodate the diversity of existing hardware and software in schools and libraries. The Contractor(s) are not responsible for local hardware needs beyond the demarcation point other than providing an Ethernet handoff. The Contractor(s) must coordinate its transport offerings with the University to provide end-to-end service. The University is procuring Internet Access Services through a separate Request for Proposals.

Bidders are encouraged to join with other service providers, where applicable, to supply necessary services however the University does require a single point of contact for all RFP items. In the event that a group of bidders submits a single response, all participating bidders must be identified in the response and a "Primary Bidder" must be assigned. This 'Primary Bidder' will be responsible for all proposed items and shall coordinate all contractual and invoicing issues.

While the University would prefer to have one Contractor providing services statewide, we realize this may not be possible. Bidders are encouraged to submit proposals for locations they can service even if they cannot provide statewide service.

- 1.5 Evaluation Criteria: The award of the Transport Service contract(s) will be based on a comprehensive review, analysis and negotiation of the proposal(s) that best meet(s) the needs and objectives of the University. Each proposal will be evaluated by a committee using

the following criteria falling in four broad categories. The bullets under each category clarify the nature of that category but shall not limit the University's evaluation to those specific bulleted items.

Price 30%

- Pricing will be given the highest value in rating proposals and award of contract(s).
- Cost of the service

Vendor Qualifications 25%

- Long-term stability of the bidder
- References to provide the services, product and equipment requested
- Managerial and technical abilities of the bidder's organization
- Evidence of sound corporate practices and indicators of financial viability in conjunction with continued commitment to delivering transport services

Technical criteria 25%

- Evaluation of the infrastructure of the bidder's network
- Ability of the bidder to respond to increasing bandwidth needs beyond the initial procurement
- Ability to respond to outages

Ability to meet installation requirements 20%

- Timelines for installation
- Service must be available July 1, 2010

- 1.6 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401  
(207) 973-3302  
hcwells@maine.edu

- 1.7 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the proposal(s) that is the most responsive and most responsible and may award the Contract(s) to that bidder(s). While the University would prefer to have one Contractor providing services statewide, we realize this may not be possible. Therefore the University reserves the right to award multiple contracts to multiple bidders. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any

or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

- 1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder(s). The protest must contain a statement of the basis for the challenge.
- 1.9 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.14 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #02-10

- 1.15 Proposal Submission: A **SIGNED** original plus five (5) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Friday, October 30, 2009**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207)973-3298 to determine if University operations have been suspended. Proposals received after

the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single bidder, however additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

- 1.16 Pre-Proposal Conference: A conference will be held on Friday, October 2, 2009 at 10:00 a.m. local time at the Target Technology Center, 20 Godfrey Drive, Orono, Maine 04473. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **MANDATORY**. Firms planning to attend this pre-proposal conference should contact Hal Wells at 207-973-3302 or hcwells@maine.edu with the names and titles of the individuals who will attend.

END SECTION ONE



## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The Contract shall commence upon the date that a circuit is installed through its contractual termination date. The termination dates may vary according to the type of circuit. Pricing should be submitted for a three (3) year term. With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods.
- 2.4 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within five (5) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Termination for Lack of Funds:** The University may cancel or terminate circuit(s) with thirty (30) days prior written notice without incurring any penalties or termination fees in case of non-funding, insufficient funding of the federal E-Rate program or MTEAF, or closure of a facility.
- 2.9 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.10 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from Sally Dobres, Director of Equity and Diversity, (207) 973-3372.
- 2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

| <u>Insurance Type</u>           | <u>Coverage Limit</u>              |
|---------------------------------|------------------------------------|
| 1. Commercial General Liability | \$1,000,000 per occurrence or more |

- |   |   |
|---|---|
| (Written on an Occurrence-based form)                 | (Bodily Injury and Property Damage)                                       |
| 2. Vehicle Liability<br>(Including Hired & Non-Owned) | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 3. Workers Compensation                               | Required for all personnel<br>(In Compliance with Applicable State Law)   |

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, Maine 04401

- 2.17 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

END SECTION TWO

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **Contract Administration:** The Executive Director of NetworkMaine or his or her designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.2 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 3.3 **Payments:** Payment will be upon submittal of an invoice to NetworkMaine by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The Contractor will provide an itemized, monthly invoice indicating all of the contracted circuits. Circuits eligible for federal or state discounts must be submitted on separate invoices.

The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

- 3.4 **Adoption of New Technologies:** The University reserves the right to substitute, without financial penalty, the functional equivalent of existing services as new technologies emerge. While the University is willing to enter into a multiple year agreement, it is the University's expectation that such an agreement will not preclude the adoption of new technologies without penalty during the life of the agreement.
- 3.5 **Federal E-Rate Discounts:** The University considers many of the sites listed in this RFP to be eligible for Federal E-rate discounts. Contractor(s) must comply with all Federal E-rate regulations, including any E-rate requirements to maintain viability as a service provider, such as, but not limited to, maintaining a current Service Provider Annual Certification Form 473 (SPAC). Failure to comply shall be grounds for cancellation of any contract issued pursuant to this RFP.
- 3.6 **Response Time and Outages:**
- 3.6.1 **Unplanned:** The Contractor shall respond to a trouble report within one (1) hour of the initial report. The response may include the start of the University's Network Operations Center (NOC) diagnostic efforts, or on-site presence of provider technicians. Within two (2) hours of the initial trouble report, the Contractor shall communicate with the University's NOC with periodic reports consisting of status and estimated time to repair. The University's NOC will assist the Contractor in joint testing and coordination to effectuate repairs at the earliest possible time.
- 3.6.2 **Planned:** Planned outages represent circuit downtime for which the Contractor has given 72-hour notice of an anticipated outage to the University. The Contractor will provide the University with a description of the planned activity, when it will start, and an estimate of when the work will be complete. At the completion of the work or

estimated time to completion whichever is less, the Contractor will provide the University with a status of the planned activity. Approval by the University of a planned outage will not be unreasonably withheld. Planned outages shall be scheduled during overnight weekday and weekend time frames, outside of core service hours 5: AM to 10:00 PM Mondays through Friday and 7:00 AM through 6:00 PM on Saturdays and Sundays.

3.7 Service Level: The University will develop service level agreements (SLA) with Contractors to ensure satisfactory performance of circuits. These SLAs will outline standards for reliability and availability as well as remedies should performance fail to meet acceptable standards.

3.7.1 Reliability: Circuits are expected to operate error free 99.95% of the time.

3.7.2 Availability: Circuits are expected to be available 99.95% of the time.

3.8 Upgrades: Following installation of any awarded circuit and during the term of that circuit, including those ordered on multiple year terms, the Contractor(s) agree that the University shall have the right to upgrade the existing circuit to a higher bandwidth circuit of the same or higher cost, without modifying the term of the initial contract. If, upon receipt of a formal written request to upgrade a circuit, the Contractor is unable, for whatever reason, to provide the upgrade, the University reserves the right to cancel the existing circuit, and change to a contractor who can provide the higher bandwidth circuit.

3.9 Federal Universal Services Fund E-Rate Program participation and Compliance:

3.9.1 Evidence of filing of the Service Provider Annual Certification (SPAC) form will be required. The Contractor(s) will be subject to all other requirements of the Federal Universal Service Fund E-Rate program requirements including documentation retention related to this project for a period of five years after the last date that service is delivered under this contract or any extensions.

3.9.2 Contractor(s) must be familiar with the requirements of the Federal Universal Service Fund E-Rate program and must fully comply with those rules. In order to comply with Federal E-Rate requirements, the Contractor(s) shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to services provided under the contract. All records referenced above and any required under the document retention requirements for the Federal Communications Commission shall be retained for at the least five (5) years after the last day of the delivery of discounted services, such information shall be subject to inspection and audit by the University and/or SLD/USAC and/or their contractors. Pursuant to 47CFR 54.516, Service providers shall be subject to audits and other investigations to evaluate Contractor's compliance with the statutory and regulatory requirements for the Federal E-Rate Program, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. The Service Provider shall assume responsibility for its subcontractors' compliance with the FCC requirements on document retention and auditing. Contractor shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the University and/or SLD/USAC and/or their contractors the same right to inspect and audit said records as set forth herein.

3.10 Funding:

3.10.1 Federal E-Rate funds cover approximately 67% of the cost of a circuit for each eligible K12 school or library. The remaining 33% is covered by the Maine Telecommunications Educational Access Fund administered by the Maine Public Utilities Commission.

3.10.2 For Federal E-Rate eligible schools and libraries, Contractor(s) will be paid for the entire portion of the eligible services allowed by the Federal E-Rate by the University. The University will administer and manage all E-Rate filings for reimbursement. Contractor(s) are however required to abide by any Federal Communications Commission and Maine Public Utilities Commission requirements with regard to payment.

### 3.11 Service Requirements:

The University wishes to lease circuits for both intra-district and up-link connectivity. Preference will be given to fiber based service delivery. For the sake of this RFP, a "District" may include both K12 schools and public libraries grouped as defined in Exhibit CE. Where possible, the University would prefer to lease intra-district transport services with a single "up-link" transport service from the district to a University point of presence. If the bidder cannot provide such service to one or more sites listed in a district, individual up-link transport service should be proposed for such sites.

#### 3.11.1 Intra-district General requirements:

- Preferred: Each interface to the proposed network will be Full Duplex 100 Mbps Fast Ethernet. The minimum bandwidth proposed for intra-district connectivity to any individual school or library should be 100Mbps with preference given to greater bandwidth connections.
- Backbone bandwidth will be sufficient to support non-blocked / zero packet drop transmission from all sites at full contracted speed. Demarcation of provider's network will be a clear and well-defined physical interface.
- Equipment should be mountable in industry standard 19" rack facilities.
- Channels should be secure from each other.

#### 3.11.2 Up-link General requirements:

- Preferred: Up-link interface to the proposed network will be Full Duplex 100 Mbps Fast Ethernet.
- The minimum uplink speed proposed to any individual school or library should be 3 Mbps with preference given to greater bandwidth connections. Exhibit C details the minimum expected uplink circuit size for each district.
- Provider's backbone bandwidth will be sufficient to support non-blocked / zero packet drop transmission between the "District" and the University at full contracted speed. Demarcation of provider's network will be a clear and well-defined physical interface.
- Equipment should be mountable in industry standard 19" rack facilities.

- Up-link channel and Intra-district channels should be secure from each other.

3.11.3 Aggregation Circuit General Requirements:

- Bidders will provide aggregation circuits to each MaineREN PoP to which they propose to deliver district Up-link circuits.
- The Bandwidth of these aggregation circuits will be sufficient to support no more than a 3 to 1 oversubscription ratio based on the number of Up-link's configured on the aggregation circuit and the contracted amount of bandwidth for each Up-link circuit.

3.12 Sites:

3.12.1 Sites are listed in Exhibit C.

3.12.2 Each remote site will be connected with an independent "channel" (no logical association with other site connections) to the district core facility; district core site will be connected to a University PoP (see Exhibit A for locations).

3.12.3 Solution must be compatible with existing "District" network. "District" must retain Layer 3 routing control of traffic between "channels".

3.12.4 Provided service must allow "District" VLANs to be transported transparently among Intra-district sites.

3.12.5 The University may, at its sole discretion, select none, one, or any combination sites.

END SECTION THREE

## SECTION FOUR

### 4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 4.1 Business Profile:

- 4.1.1 **No financial statements are required to be submitted with your proposals,** however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.
- 4.1.3 **Primary Bidder:** In the event that a group of bidders submits a single response, all participating bidders must be identified in the response and a "Primary Bidder" must be assigned. This 'Primary Bidder' will be responsible for all proposed items and shall coordinate all contractual and invoicing issues (see paragraph 1.4 above).

#### 4.2 Pricing:

- 4.2.1 Pricing should be submitted for a three (3) year term with an option for two (2) additional one-year renewals. Bidders may bid on all or any subset of circuits included in this RFP. If bidder is currently under contract with any site listed in Exhibit C for circuits, responses should indicate whether existing contracts are superseded by the new proposal or if circuits under such agreements convert to the proposed new agreement at the end of the existing contract period. The University may choose to adopt a later start date for circuits included in any proposal in order to fulfill commitments on current contracts.
- 4.2.2 Bidders should propose costs for circuits on a monthly basis inclusive of all associated collocation costs, and separately show any applicable one-time non-recurring charges. Any equipment included in these charges shall remain the property of the provider. Special construction costs must be separately identified on a per circuit basis. If special construction costs are not specified or are specified as zero dollars, the provider will be responsible for construction up to the demarcation point where the circuit will terminate at no cost to the University.
- 4.2.3 There are many circuit segments and pricing alternatives being requested. It is the responsibility of each bidder to ensure that correct pricing has been input to the pricing worksheets, and that correct information as to discounts has been entered. This information will be used extensively in evaluating carrier responses and awarding circuit contracts. The University relies on each bidder to provide information that is free from errors or omissions. Once submitted, providers will be held responsible to provide service at the prices quoted.



- 4.3 Terms and Conditions: Bidders should propose terms and conditions as part of the response. All proposed Terms and Conditions will be subject to the University's approval and may be negotiated before acceptance.
- 4.4 Qualifications: Bidders must document their ability and capacity to implement the services proposed.
- 4.5 Adoption of New Technologies: Refer to paragraph 3.4 above. Bidders shall address how new technologies and services will be handled within the terms of the contract during the life of the agreement.
- 4.6 Federal Universal Services Fund E-Rate Program participation and Compliance:
  - 4.6.1 Bidders are required to submit their current SPIN (Service Provider Identification Number) and FCC Registration Number, as part of this response. Bidder(s) without a SLD SPIN number or FCC Registration Number MUST obtain one before responding to this RFP.
  - 4.6.2 An FCC registration number can be obtained from the FCC website which is found at the following url: <https://svartifoss2.fcc.gov/coresWeb/publicHome.do> . Bidder(s) must also disclose if they or any of their subcontractors have been "red-lighted" by the FCC during the two-year period prior to issuance of this RFP. Bidders must also disclose whether they have been the subject of audits or investigations by USAC, the FCC, DOJ or any other investigator associated with the Federal E-Rate program during the five years prior to the issuance of this RFP.
  - 4.6.3 For the University to receive funding for universal services discounts, Contractor(s) must have a SPIN. USAC assigns a SPIN to each company participating in the Federal E-Rate program. A SPIN number can be obtained from SLD web site which is found at the following URL: <http://www.universalservice.org/sl/providers/step01/>. Bidder(s) who are not USF contributors and have not previously participated in the Federal E-Rate program can initiate a SPIN assignment by contacting USAC toll-free at (888) 641-8722 Monday through Friday 8:30 AM through 5:00 PM EST. Requests for SPIN assignments may also be faxed to USAC toll-free at (888) 637-6226.
  - 4.6.4 Bidders must submit Form 498, the Service Provider Information Form, to provide/confirm appropriate contact information for various universal service functions. Form 498 will be mailed to bidders by USAC on request and can also be downloaded from the website by clicking the "Required Forms" link found on the SLD website noted above.
- 4.7 Equipment List: Bidders shall provide detailed list(s) of the equipment to be provided for this contract.
- 4.8 Space Requirements: Bidders shall state whether or not they require space on University property or at a district site.
- 4.9 Transport Service Configuration: The transport service can be configured as point-to-point or multi-point connections. Bidders shall clearly state which configuration is being proposed.
- 4.10 Support for Ethernet Operations: Bidders shall describe the level of support they have for Ethernet Operations, Administration and Management (OAM) features and protocols.

- 4.11 Problem Resolution: Describe the escalation sequence to ensure a quick resolution to system level problems. Include names, contact information, etc.
- 4.12 Installation Deadline: Bidders must guarantee that they will be able to have the proposed services installed and ready for use by the University before July 1, 2010.
- 4.13 Diagram Internal Network: Provide a diagram of your internal network and how it interconnects with locations included in Exhibit C with your proposal.
- 4.14 Quality of Service:
- 4.14.1 Reliability: Bidders should specify the service level offered as a percentage of time with error free transmission on the circuit. Bidders should also specify how they will monitor and report that target reliability service levels are maintained and the maximum period of errored transmission before remedies are activated.
- 4.14.2 Availability: Bidders should specify the service level offered as a percentage of time when the circuit is available. Bidders should also specify how they will monitor and report that target availability services levels are maintained and the maximum period of total outage before remedies are activated.
- 4.14.3 Remedies: Specify financial remedies to the University for each event that the service levels of reliability and availability are not maintained.
- 4.15 Service Requirements:
- Service requirements and preferences are described in paragraph 3.11 above. If the bidder cannot provide such service to one or more sites listed in a district, individual up-link transport service should be proposed for such sites.
- 4.15.1 Intra-district General requirements:
- Proposals will include dimensional and environmental requirements for equipment selected for installation at "District" sites.
  - Proposals will describe the security implementation used to isolate channels, protect from interception of data from outside of the network by third parties and protect from intrusion of the network by third parties.
- 4.15.2 Up-link General requirements:
- Proposals will include dimensional and environmental requirements of equipment selected for installation at "District" and University sites. Equipment at the district "core" site may optionally be either different or the same equipment as that providing the Intra-district network. This is to be declared and explained in the proposal.
  - Proposals will describe the security implementation used to isolate channels, protect from interception of data from outside of the network by third parties and protect from intrusion of the network by third parties.
- 4.16 Sites:

- 4.16.1 Physical and logical topologies are to be explained.
  - 4.16.2 Bidders shall describe the method and means by which they can accommodate incremental growth (the addition) of sites to the initial configuration.
  - 4.16.3 As an additional option, 1 Gigabit circuits with a demarcation of 1 Gigabit Full Duplex Ethernet may be proposed on a site-by-site basis for the Intra-district connections.
  - 4.16.4 As an additional option, 1 Gigabit circuits with a demarcation of 1 Gig Full Duplex Ethernet may be proposed for the Up-link connections.
- 4.17 University Points of Presence (PoPs):
- 4.17.1 Bidders must provide aggregation circuits, sometimes called host circuits, to each University PoP to which they propose to deliver the district Up-link circuits. For each University PoP detail the characteristics of the circuit(s) being proposed, (quantity, speed, technology) and their associated costs (paragraph 3.11.3 above).
- 4.18 Payment Method: Indicate your ability to accept electronic payments (paragraph 3.3 above)
- 4.19 References: Bidders will be judged in part on their experience installing circuits similar to those bid, on schedules similar to those proposed. Bidders must include references, with name and contact number, for three (3) such organizations.

END SECTION FOUR

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)

EXHIBIT A  
University Points of Presence

Portland  
University of Southern Maine (USM)  
96 Falmouth Street / 2nd floor Science Building  
Portland, ME 04104-9300

340 Cumberland Avenue  
Meet-me room  
Portland , ME 04101

FairPoint Central Office  
45 Forest Avenue  
Portland, ME 04101

Lewiston  
University of Southern Maine Lewiston-Auburn College (LAC)  
51 Westminster Street  
Lewiston, Maine 04240

Augusta  
University of Maine at Augusta (UMA)  
46 University Drive / Room 12 Katz Library  
Augusta, ME 04330-9410

Waterville  
Waterville City Hall  
One Common Street  
Waterville, Maine 04901

MidMaine Communications Hut  
Airport Road  
Waterville, Maine 04901

Pittsfield  
MidMaine Communications Hut  
Route 69  
Pittsfield, Maine 04967

Bangor  
Maine Public Broadcasting Network  
Winchester Technical Center  
Texas Avenue  
Bangor, ME 04401

FairPoint Central Office  
59 Park Street  
Bangor, Maine 04401

EXHIBIT A  
University Points of Presence

Orono  
University of Maine (UM)  
5752 Neville Hall / Computing Center  
Flagstaff Road  
Orono, ME 04469

Machias  
University of Maine Machias (UMM)  
Torrey Hall  
9 O'Brien Avenue  
Machias, ME 04654

Farmington  
University of Maine Farmington (UMF)  
Computer Center  
246 Main Street  
Farmington, ME 04938

## EXHIBIT B NetworkMaine

### 1.0 OVERVIEW

- 1.1 The Maine Public Utilities Commission (MPUC) required that the Maine State Library (MSL) and the Maine Department of Education (MDOE) present to the MPUC in June 2009, a plan that addresses how Maine Telecommunications Educational Access Fund (MTEAF) money coupled with Federal E-Rate Funds will be spent to address the capacity needs of Maine Schools and Libraries starting July 1, 2010. The MDOE and MSL approached this responsibility by establishing an open process that included input from State of Maine Office of Information Technology (OIT), The Executive Director of ConnectME, The Project Manager for the MSLN, The University of Maine System and the K-12 educational sector including the Technology Coordinator for MSAD 42 as a representative of the Association of Computer Technology Educators of Maine (ACTEM).
- 1.2 Through this collaborative process over the past year, other state-wide networks have been studied. There are roughly thirty states that have state-wide networks often referred to as state-networks. These state-networks follow one of three common structural models; a consortium led by a public university, a consortium led by a state agency, or a 501c3 not-for-profit organization. One of the earliest and most successful examples of these state-networks, MOREnet (Missouri Research and Education Network) was used as the basis for the structure and mission of state-network in Maine. The first step and vision of achieving this goal was to create a new entity called NetworkMaine.
- 1.3 NetworkMaine is a new business unit managed by the University of Maine System. NetworkMaine's intention is to provide a fiber optic based network (in most cases) to provide K-20, libraries, state and local government, and research entities with a cost-effective solution to address advanced network services, high speed interconnectivity between network participants, and connectivity to both the commodity Internet and the national research and education network, Internet 2.

### 2.0 GOALS FOR 2010 AND BEYOND

- 2.1 Based on an analysis of the current educational and library requirements and the existing technological environment, the prime structural goal is to create a technology cooperative of partners concerned with local public bandwidth access in order to maximize the economic and educational benefits of technology as well as to achieve the greatest discounts, (Federal and State) by aggregating demand.
- 2.2 Implementation of this goal will take time, but the community anchor institutions will help drive the expansion of broadband services into Maine's communities by leveraging their combined need for bandwidth. As contracts are negotiated for new services, it will be ensured that schools and libraries have the bandwidth they need to meet their educational and community service goals and that no school or library is left disadvantaged or without service.