



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSAL

LEASE OF BROADBAND CIRCUIT

RFP# 05-09

ISSUE DATE:
September 17, 2008

PROPOSALS MUST BE RECEIVED BY:
October 1, 2008

DELIVER TO:

University of Maine System
Office of Strategic Procurement
Attn: Anne-Marie Nadeau, C.P.M.
16 Central Street
Bangor, ME 04401

OFFICE OF STRATEGIC PROCUREMENT
UNIVERSITY OF MAINE SYSTEM
BANGOR, MAINE 04401

REQUEST FOR PROPOSAL FOR LEASE OF BROADBAND CIRCUIT

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System seeks to lease a Broadband Circuit to be installed from the University of Southern Maine in Portland, ME to the University of Maine System in either Orono or Bangor, ME.

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

- 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 "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Background: The University, through its department of Information Technology Services (ITS), operates and manages a statewide network connecting all locations of the University. Part of this network consists of a private fiber optic DWDM based network with a linear topology. It is the intent of this RFP to lease a broadband circuit geographically diverse from its existing fiber optic infrastructure with a minimum capacity of 1 Gbps or, if available, the University will consider a 10 Gbps. Regardless of the transport technology used for actual circuit, the University prefers an Ethernet handoff at both end points.
- 1.4 Evaluation Criteria: A number of factors will be taken into account in evaluating the responses, including but not limited to, an evaluation of the infrastructure of the bidder's network, the technical abilities of the bidder's organization, the ability of the bidder to respond to increasing bandwidth needs beyond the circuit requested in this RFP, the bidder's ability to respond to outages, the timeliness of installation, levels of redundancy in the Bidder's infrastructure, the geographic diversity from the University's existing fiber-optic infrastructure, and cost.
- 1.5 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 The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

Anne-Marie Nadeau, C.P.M.
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401.
(207)973-3303, Fax (207)973-3322
Email amnadeau@maine.edu

- 1.6 Award of Proposal: The University may request clarification from any bidders and may request a face to face meeting, either at the bidder's network operations center or at a location within the University. Bidders should assume that this will not occur and that all relevant information must be included in their proposals. 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 which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that Bidder. 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. 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.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 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.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 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.
- 1.11 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.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the due date of the proposal.
- 1.13 Proposal Submission: A **SIGNED** original and two (2) 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 close of business **Wednesday, October 1, 2008**, 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. Vendors 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. Vendors 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 vendor, however additional time may be granted to all vendors 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 #

- 1.14 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.
- 1.15 Additional Instructions for Bidders: All responses must follow the RFP sections 5.0 Proposal Content and 6.0 Pricing so that various responses may be directly compared. All parts of the RFP must be individually responded to. In section 4.0, indicate unqualified acceptance of the section as stated, qualified acceptance, (listing all qualifications), or rejection (with reasons for rejection).
- 1.16 In the event that a bidder is proposing the facilities of one or more other carriers, the information requested must be supplied for both the bidder and the actual carriers.

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 Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 Contract Term: The contract term is for a period of one (1), two (2), or three (3) year(s). If the initial contract is for one (1) or two (2) year(s), it may be extended for additional one-year periods up to an aggregate total of three (3) years with mutual written agreement of the parties.
- 2.4 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.
- 2.5 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.

- 2.6 Cancellation/Termination: If the Contractor defaults in its agreement to provide service to 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 ten (10) business 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.
- 2.7 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 Jeff Letourneau, 207-561-3507.
- 2.8 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 federal court or state court located in the State of Maine.
- 2.9 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.
- 2.10 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.
- 2.11 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 of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.
- 2.12 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 the Director of Equal Opportunity, University of Maine System, 16 Central Street, Bangor, ME 04401, (207) 973-3370.
- 2.13 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.

2.14 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 (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (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 Accord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

2.15 Smoking Policy: The University of Maine System must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places". In compliance with this law, the University of Maine System has prohibited smoking in all University of Maine System buildings. This rule must also apply to all contractors and workers in existing University of Maine System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Contract Administration: Information Technology Services (ITS), Associate Director of Communications and Network Services, or designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.

3.2 Payments: Payment will be upon submittal of an invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University uses Bank of America's ePayables and PayMode electronic payment systems and prefers this method of payment. Please indicate your ability to accept payment via these methods.

4.0 SERVICE REQUIREMENTS:

The University wishes to lease a broadband circuit between the University of Southern Maine in Portland, Maine with termination at one of three possible locations in Bangor or Orono, ME. This section more clearly defines the specifics of the circuit.

- 4.1 Broadband Circuit: Point-to-point circuit to be installed between the locations specified below. The intended use is the transmission of IP packets. Regardless of the actual circuit, the University prefers an Ethernet handoff at both end-points. This circuit may be a full bandwidth Gigabit Ethernet service or a tiered 10 Gigabit Ethernet service with 1 Gbps or more guaranteed bandwidth.
- 4.2 Termination locations: The circuit will be terminated in Portland, ME and either Bangor or Orono, ME. Specific locations and contact information is as follows:

Portland:

Science Building, Computing Center, 2nd floor
University of Southern Maine
96 Falmouth St.
Portland, ME 04104
Local contact: David Norton
Tel: (207) 780-4528
Email: dnorton@Maine.edu

Three locations in the Bangor/Orono area are acceptable, listed here in order of preference:

University of Maine
Neville Hall / Computer Center
5752 Flagstaff Road
Orono, ME 04469
Local contact: Garry Peirce
Tel: (207) 561-3539
Email: peirce@maine.edu

Or

MPBN Winchester Tech Center
63 Texas Avenue
Bangor, ME 04401
Local contact: Garry Peirce
Tel: (207) 561-3539
Email: peirce@maine.edu

Or

FairPoint Central Office
Park Street
Bangor, ME 04401
Local contact: Garry Peirce
Tel: (207) 561-3539
Email: peirce@maine.edu

- 4.3 Local Loops: If providers have service at the termination locations a local loop may not be necessary; otherwise any local loop or cross-connect costs should be detailed in Section 6.

5.0 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.

5.1 Business Profile:

5.1.1 **No financial statements are required to be submitted with your proposal**, however prior to an award the University may request reviewed financial statements from your company, credit reports and letters from your bank and suppliers.

5.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.

5.2 Personnel Information: Proposals must include a list of key technical people in the bidder's organization.

5.3 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one.**

5.4 Routing: Proposals must specify the actual route of the circuit between the two end points including fiber routes to the street level as well as information about redundant paths in the Bidders network between the two termination points.

5.5 Providers: Bidder may be provisioning the circuit using the facilities of other providers. Proposals must specify each provider included in the proposal and the description of the facilities used from each such provider.

5.6 Quality of Service:

5.6.1 **Reliability:** Proposals should specify the service level offered as a percentage of time with error-free transmission on the circuit as well as the maximum period of errored transmission before remedies are activated.

5.6.2 **Availability:** Proposals should specify the service level offered as a percentage of time when the circuit is available as well as the maximum period of total outage before remedies are activated.

5.6.3 **Remedies:** Specify financial remedies to the University for each event that the service levels of reliability and availability are not maintained.

5.7 Network Operations Center (NOC) Schedule: Proposals must include a statement that the Bidder's network operations center provides 7x24 coverage including monitoring of any termination equipment that may be provided by the Bidder.

- 5.8 Access to Bidder's Technical Staff: Proposals must detail the procedures for access by selected technical personnel from the University to the Bidder's technical staff.

Proposals must detail the means by which the University's Network Operations Center (NOC) will be informed of problems with the network, scheduled outages, and upgrades. It is desirable that all tickets related to the quality of services to the UMS be automatically forwarded to the UMS NOC.

- 5.9 Escalation Procedure: Proposals must outline a detailed escalation process to ensure the resolution of problems that are not resolved quickly.
- 5.10 Time for Installation: Specify the guaranteed elapsed time from date of award to date of installation.
- 5.11 Time for Bandwidth Increases: Specify the guaranteed elapsed time from the date that a bandwidth increase order is placed to the date when the incremental bandwidth will be available.
- 5.12 Payment Method: Indicate your ability to accept electronic payments. (Section 3.2)

6.0 PRICING:

All prices offered must be "best and final" and include a multi-year guarantee of stability. All terms and conditions for the offered service must be included in the proposal. In all cases pricing is requested for 1, 2, and 3 year terms.

6.1 Monthly pricing for 1 Gbps Broadband Circuit:

For each of the contract terms, provide the **monthly cost** of the circuit. Cost of local loops should be priced separately. The University's preference is for a one (1) year contract.

Monthly Pricing for Gigabit Ethernet Circuit

Circuit Segment	One Year contract Price per Month	Two Year Contract Price per Month	Three year contract Price per Month
Local Loop Portland (if necessary)			
Local Loop Bangor / Orono (if necessary)			
Interoffice			
Total Monthly Cost			

Specify level of circuit protection provided _____

6.2 Monthly pricing for Tiered 10 Gigabit Broadband Circuit at 1 Gbps:

For each of the contract terms, provide the **monthly cost** of the circuit. Cost of local loops should be priced separately. The University's preference is for a one (1) year contract.

Monthly Pricing for Tiered 10 Gigabit Ethernet at 1 Gbps

Circuit Segment	One Year contract Price per Month	Two Year Contract Price per Month	Three year contract Price per Month
Local Loop Portland (if necessary)			
Local Loop Bangor / Orono (If necessary)			
Interoffice			
Total Monthly Cost			

Specify level of circuit protection provided: _____

6.3 Monthly pricing Tiered 10 Gigabit Broadband Circuit:

If Bidder has a schedule of rates for various guaranteed bandwidth levels above 1 Gbps on the 10 Gigabit Ethernet service, that schedule should be provided in this section.

7.0 SIGNATURE:

COMPANY NAME _____

By: _____
(Signature)

(Print Name)

(Title)

(Date)