



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

**REQUEST FOR PROPOSALS (RFP)**

**INTERNET AND TELEPHONE CALLING SERVICES**  
**University of Maine System**

**RFP # 17-13**

ISSUE DATE:  
January 4, 2013

PROPOSALS MUST BE RECEIVED BY:  
February 6, 2013

DELIVER PROPOSALS TO:

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

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals for the provision of Internet and telephone calling services as described below. Vendors can bid on any one or all of the services requested.

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 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 "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Background: Networkmaine, a unit of the University of Maine System, operates and manages a regional optical network (MaineREN) throughout Maine that extends to Cambridge, MA interconnecting and providing Internet services to the University's seven universities and numerous off-campus locations. In addition, Networkmaine, as part of its public service mission, provides Internet services for connectors of MaineREN which include K-12 schools and public libraries, other academic institutions, state government and a number of public and private non-profit institutions.
- 1.4 Scope:
- 1.4.1 Intra- and Inter-LATA and international calling services for faculty, staff, and administration at all University locations and for any or all MaineREN connectors.
- 1.4.2 Trunking and associated services to provide the above.
- 1.4.3 Internet Access Services
- 1.5 Evaluation Criteria: The award of the 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 three 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.
- 1.5.1 Price 40%
- Pricing will be given the highest value in rating proposals and award of contract(s).
- 1.5.2 Technical 30%
- Demonstrated experience in resale of telecommunication and/or Internet services.
  - Technical evaluation of the infrastructure of the bidder's network.
  - Quality of references.
  - Level of interconnectivity with other Internet providers.
  - Location of sales and support personnel responsible for the account(s).
  - Experience in education markets.
  - Financial stability.
  - Adherence to the University's stated terms and conditions.

1.5.3 Redundancy and geographic diversity 30%

- The University requires multiple Internet and telephone service termination locations. Solutions that are offered out of the same termination locations or would result in non-diverse routes will be viewed as less desirable.

1.6 Quilt Authorized Buyer: The University is an Authorized Quilt Buyer (AQB) under The Quilt's ([www.thequilt.net](http://www.thequilt.net)) Commodity Internet Services (CIS) Program. Bidders who have been qualified by The Quilt as an Authorized Quilt Provider (AQP) in its CIS program are encouraged to provide proposals that meet or exceed the terms of your Master Service Agreement with The Quilt.

1.7 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). It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. 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](mailto:hcwells@maine.edu)

The deadline for inquiries is January 28, 2013

The University will respond to written inquiries not later than close of business February 1, 2013

1.8 Award of Proposal: Awards to one or more bidders are possible. 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/are the most responsive and most responsible and may award the Contract(s) to that/those bidder(s). 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/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost proposal/submission if that proposal/submission 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.

1.9 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. The protest must contain a statement of the basis for the challenge.

1.10 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.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 1.11 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.12 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.
- 1.13 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.
- 1.14 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.15 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.16 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 #17-13

- 1.17 Proposal Submission: A **SIGNED** original and three (3) 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 **Wednesday, February 6, 2013**, 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 check <http://www.maine.edu/alerts/> 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 #17-13

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.

- 1.18 Proposal Format: Bidder's responses to this RFP must follow the RFP format, using the headings shown in the RFP. This will assist the University in directly comparing responses from multiple bidders. All parts of this RFP must be individually responded to. Bidders shall indicate unqualified acceptance of the section as written; qualified acceptance (listing all qualifications); rejection (with reasons for rejection); or parameter values (where requested).
- 1.19 Notification: The University will notify all unsuccessful bidders in writing upon awards of a contract.
- 1.20 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

END SECTION ONE

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Executive Director of Networkmaine, Jeff Letourneau, 207-561-3507 or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **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.
- 2.3 **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.
- 2.4 **Contract Term:** The University prefers an initial contract term of one (1) year but will consider an initial term of two (2) years. If the initial contract term is for one (1) year it may be extended for two additional one-year periods. If the initial contract term is for two (2) years it may be extended for one additional one-year period. In either instance the contract may only be extended with the mutual written agreement of the parties of this contract.
- 2.5 **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. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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 forty-eight (48) hours, 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.
- 2.9 **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.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, 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.
- 2.14 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.
- 2.15 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 Equity and Diversity, (207) 973-3372.
- 2.16 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.

2.17 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. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

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

2.18 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 System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

The University of Maine and the University of Southern Maine are tobacco free campuses. Policies related to these campuses are shown below.

The University of Maine:

The University of Maine is a tobacco free campus. This policy applies to faculty, staff, contractors, vendors, and visitors. The use of tobacco and all smoking products is not permitted on any University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles.

Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:  
<http://umaine.edu/tobaccofree/>.



The University of Southern Maine:

The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

- 2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.20 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.21 Quantities: Estimated requirements are indicated in this RFP. The quantities shown are approximate only. The contract shall cover the actual needs of each University location and MaineREN Connector throughout the term of the contract regardless of whether they are more or less than the estimated quantities shown.

The University is not committing to any minimum purchase level.

Historic use data provided in this RFP at Attachment A reflect past/current levels of use. It is not a promise of, or commitment to future usage levels.

- 2.22 Other Parties: The University reserves the right to authorize connectors to MaineREN and other public entities within Maine to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the University to do so.

END SECTION TWO

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Problem Resolution: The Contractor must provide a single contact for resolution of any problems.
- 3.2 Fraud Detection: The Contractor must provide fraud detection services.
- 3.3 Repair Coordination: The Contractor must provide repair coordination.
- 3.4 Charge Reporting: The Contractor must provide reports with details of all charges.
- 3.5 Funding: For E-Rate eligible schools and libraries, funding for contracted services will come, in part, from Federal Universal Service E-Rate finds. The Contractor must agree to abide by any Federal Communications Commission requirements with regard to Payment. (<http://www.usac.org/si/>)
- 3.6 Federal Universal Service Fund E-Rate Program: Any bidder responding to this RFP will be required to submit its assigned SPIN (Service Provider Identification Number) and FCC Registration Number, as part of its response. Bidders without a SLD SPIN number or FCC Registration Number MUST obtain one before responding to this RFP.

An FCC registration number can be obtained from the FCC web site which is found at the following URL: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>. Bidders must also disclose in their RFP response if they have been “red-lighted” by the FCC during the two-year period prior to the 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 E-Rate program during the five years prior to the issuance of this RFP.

To receive funding for universal service discounts, a service provider must have a SPIN. USAC assigns a SPIN to each company participating in the E-Rate program. A SPIN number can be obtained from the SLD web site which is found at the following URL: <http://www.usac.org/sp/about/498/default.aspx>. Service providers who are not USF contributors and have not previously participated in the E-Rate program can initiate a SPIN assignment by contacting USAC toll-free at (888) 641-8722. Requests for SPIN assignments may also be faxed to USAC toll-free at (888) 637-6226.

Contractors must submit Form 498, the Service Provider Information Form, to provide/confirm appropriate contact information for various universal service functions and the correct location for receipt of funds. Form 498 will be mailed to the service provider by USAC on request, and can also be downloaded from the web site by clicking the Required Forms link found on the SLD web site noted above.

In addition, evidence of filing of the Service Provider Annual Certification (SPAC) form will be required. The selected Contractor(s) will be subject to all other requirements of the Federal Universal Service Fund E-Rate program including documentation retention related to this project for a period of five (5) years after the last date that service is delivered under this Contract or any extensions.

Bidders 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 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 of the Federal Communications Commission shall be retained for at 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 47 CFR 54.516, Contractor(s) shall be subject to audits and other investigations to evaluate Contractor's compliance with the statutory and regulatory requirements for the 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 Contractor(s) shall assume responsibility for its subcontractors' compliance with the FCC requirements for document retention and auditing. Contractor(s) 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.

3.7 Commodity Internet Service:

3.7.1 Type of Internet Access handoff: Regardless of the actual type of circuit, the University prefers an Ethernet handoff. This circuit must be able to transport the full bandwidth of the Internet service up to and including ten (10) gigabits per second.

3.7.2 Termination locations:

**CAMBRIDGE, MA**

Northern Crossroads GigaPoP  
Suite S007 (The President and Fellows of Harvard College)/NoX  
Level 3 Space  
300 Bent St.  
Cambridge, MA 02141

**ORONO, ME**

University of Maine  
Computing Center  
5752 Neville Hall  
Orono, ME 04469

**Albany, NY**

11 North Pearl St.  
Albany, NY

3.7.3 **ALBANY, NY LOCATION ONLY:** If proposing Internet Access service based out of 11 North Pearl St., Albany, New York, bidders must include in their bid a 10Gbps Ethernet transport between that location and the Orono location detailed in item 4.8.2 on one year term.

3.7.4 IPv4 Address Space: The University has direct allocation of IPv4 address space from ARIN for itself and MaineREN connectors. The University is not seeking an allocation of IPv4 address space from the bidder.

3.7.5 IPv6 Address Space: The University has direct allocation of IPv6 address space from ARIN. Bidders should describe their ability to route either Provider Independent or Provider Based IPv6 address allocations.

- 3.7.6 Autonomous System: The University is allocated Autonomous System Number 557 which covers the connectors of MaineREN.
  - 3.7.7 Routing: The University will use BGP4 routing protocol to peer with the Contractor.
  - 3.7.8 Equipment: The University intends to provide its own routing equipment and is not requesting this equipment from the bidder.
  - 3.7.9 Peering: Please describe the connectivity to your upstream Internet provider(s) including provider name(s), location(s) and size of interconnection(s). If bidder considers itself a Teir-1 Internet service provider, please describe your peering arrangements including locations and size of interconnections.
  - 3.7.10 Bursting: Please describe your burstable service offering. At what percentile is your burstable service billed?
- 3.8 Telephone Calling Services:
- 3.8.1 The Contractor must handle all order and repair problems for the contracted services.
- 3.9 Trunking Services:
- 3.9.1 Termination Locations (SIP Services):
    - PORTLAND, ME**  
Science Building, Computing Center, 2<sup>nd</sup> floor  
University of Southern Maine  
96 Falmouth Street  
Portland, ME 04104
    - ORONO, ME**  
University of Maine  
Computing Center  
5752 Neville Hall  
Orono, ME 04469

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.

#### 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 that will help the University make an informed decision.

4.2 Cover Letter: A cover letter prepared on the bidder's letterhead, signed by a representative of the firm who is authorized to bind the firm to all aspects of the proposal should accompany the proposal. This letter must also give the legal name of the bidder, indicate what type of legal entity it is, i.e. a corporation, partnership, etc., and include a statement that the bidder is authorized to do business in Maine.

4.3 Executive Summary: Provide an executive summary which briefly highlights the most important aspects of your proposal.

4.4 Resumes: Provide resumes for key persons who would be assigned to the University's account(s).

4.5 Experience: Provide information regarding the number of years the service has been available and total number of installations.

4.6 Exceptions: Provide a written list of exceptions to the RFP's requirements, terms or conditions. The written exception list shall reference the section / paragraph number. Any sections / paragraphs not mentioned will signify complete acceptance / compliance by the bidder.

4.7 Order: Proposals must follow the outline of the RFP. Responses should be clearly marked with the section number to which they respond.

4.8 Commodity Internet Service: The University wishes to purchase commodity Internet service for use by any and all connectors of MaineREN. Proposals are requested for various speeds with the ability to burst to full line speed and for delivery at multiple possible locations. The University may, at its option, select a single service to one of these locations or select more than one vendor. For example, the University may elect to award the service delivered to one of the locations to one bidder that offers the best proposal for service at that location and award the service delivered to another location to a different bidder. The University will make its determination based on the service offered at a location and considerations for reliability.

4.8.1 Type of Internet Access handoff: Regardless of the actual type of circuit, the University prefers an Ethernet handoff. This circuit must be able to transport the full bandwidth of the Internet service up to and including ten (10) gigabits per second.

4.8.2 Termination locations:

**CAMBRIDGE, MA**

Northern Crossroads GigaPoP  
Suite S007 (The President and Fellows of Harvard College)/NoX  
Level 3 Space  
300 Bent St.  
Cambridge, MA 02141

**ORONO, ME**

University of Maine  
Computing Center  
5752 Neville Hall  
Orono, ME 04469

**Albany, NY**

11 North Pearl St.  
Albany, NY

4.8.3 **ALBANY, NY LOCATION ONLY:** If proposing Internet Access service based out of 11 North Pearl Street, Albany, New York, bidders must include in their bid a 10Gbps Ethernet transport between that location and the Orono location detailed in item 4.8.2 on one year term.

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4.8.6 Autonomous System: The University is allocated Autonomous System Number 557 which covers the connectors of MaineREN.

4.8.7 Routing: The University will use BGP4 routing protocol to peer with the Contractor.

4.8.8 Equipment: The University intends to provide its own routing equipment and is not requesting this equipment from the bidder.

4.8.9 Peering: Please describe the connectivity to your upstream Internet provider(s) including provider name(s), location(s) and size of interconnection(s). If bidder considers itself a Teir-1 Internet service provider, please describe your peering arrangements including locations and size of interconnections.

4.8.10 Bursting: Please describe your burstable service offering. At what percentile is your burstable service billed?

4.9 Telephone Calling Services:

- 4.9.1 The University is interested in acquiring Intra-LATA, Inter-LATA and International calling services for University faculty, staff, administration, and MaineREN connectors. Please describe the architecture of your communications network including issues such as answer supervision, alternate routing, redundancy, network management, trouble reporting and escalation.
  - 4.9.2 The Contractor must handle all order and repair problems for the contracted services. Please provide a description of your order fulfillment process, a copy of your standard Service Level Agreement, and problem escalation procedures.
  - 4.9.3 Identify the location of each of your Points of Presence (PoP) which would be used in the fulfillment of an awarded contract including the transmission medium from the Point of Presence (PoP) to the University.
  - 4.9.4 Describe alternate routing options for your trunking facilities. Explain how you would achieve this.
  - 4.9.5 Describe any toll fraud detection available on your network, how it works and related costs. Also outline the limits of liability of your plan. What type of notification would you use (pager, phone)?
- 4.10 Trunking Services: The University is interested in pricing and availability of trunking and associated services. In order to evaluate the merits of various options, the University is interested in the cost and availability of the following products. Include monthly costs for any options such as CLID, calling name delivery, etc.
- 4.10.1 ISDN PRI Service: The University has historically contracted for ISDN PRI at each of its campuses. The University is interested in solutions based on this delivery model.
  - 4.10.2 If bidding ISDN PRI services, what levels of NI trunking do you support?
  - 4.10.3 Please describe your ability to deliver ISDN PRI service to the locations detailed in Attachment A
  - 4.10.4 SIP Services: The University is interested in the option of contracting for a consolidated SIP services delivered to the two locations specified below in item 4.10.5 either instead of or in combination with contracting for ISDN PRI services at its campuses. These SIP services include trunking, toll free, Intra-LATA, Inter-LATA and International calling services, and call termination.
  - 4.10.5 Termination Locations (SIP Services):

**PORTLAND, ME**

Science Building, Computing Center, 2<sup>nd</sup> floor  
 University of Southern Maine  
 96 Falmouth Street  
 Portland, ME 04104

**ORONO, ME**

University of Maine  
 Computing Center  
 5752 Neville Hall  
 Orono, ME 04469

- 4.10.6 Please describe your ability to provide call termination services for all Maine exchanges.
- 4.10.7 Analog phone lines (POTS): The University currently has analog phone lines installed at various off-campus locations across the state. Please describe your ability to deliver analog phone service in Maine making sure to detail any geographic or service limitations.
- 4.11 Other products: Please describe any other product or service offerings you have that might be of interest to the University.
- 4.12 Pricing and Billing Information: Bidders do not need to include any hardware in their proposals. Please indicate whether interface components are included in the proposal or provide interface component costs if a separate purchase is required.
  - 4.12.1 List the access cost for each campus, including installation and monthly costs.
  - 4.12.2 Identify any volume discounts, term or multi-site discounts.
  - 4.12.3 Identify breakpoint in traffic volumes that affect pricing. Specify what affect a 25% increase or decrease in call traffic would have on your proposal. The University prefers solutions and pricing that does not require volume commitments.
  - 4.12.4 Identify any monthly minimums or fixed charges as well as the costs for any optional trunking services.
  - 4.12.5 Identify any cancellation penalties that would be imposed if the University terminated service prior to the end of the service period.
  - 4.12.6 Does your firm have any tariff changes pending?
  - 4.12.7 If tariffs are being quoted, which tariff?
  - 4.12.8 If tariffs are not being quoted, will you offer cost protection to the University so that if costs go up they will not be passed on and if costs go down the savings will be passed on?
  - 4.12.9 Identify any options that you believe could be of interest to the University.
  - 4.12.10 Identify programs or pricing that your company might offer for specialized products.
  - 4.12.11 Identify any mutually beneficial partnering arrangements between your organization and the University that might result in increased reliability or decreased costs to the University.
- 4.13 Payment Method: Indicate your ability to accept electronic payments. (Section 2.20)
- 4.14 References: Submit three references with your proposal. These references shall be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

END SECTION FOUR



## SECTION FIVE

### 5.0 Pricing:

All prices offered must be **“best and final”** and include a multi-year guarantee of price stability. All terms and conditions beyond those included in this document for the offered service must be included in your proposal. Pricing is requested for each possible location.

### 5.1 Internet Service Pricing

#### 5.1.1 Monthly pricing for service in Cambridge, MA

For each of the contract term options below, provide the monthly cost of the circuit and Internet service.

#### **MONTHLY PRICING FOR TERMINATION IN CAMBRIDGE, MA**

Service	One Year Contract	Two Year Contract	Burst Price per Mb
One Time Charges (if any)			
Local Loop or Cross Connect Cost			
4.0 Gbps Service			
5.0 Gbps Service			
6.0 Gbps Service			
7.0 Gbps Service			
8.0 Gbps Service			
9.0 Gbps Service			
10.0 Gbps Service			

Specify circuit type: \_\_\_\_\_

5.1.2 Monthly pricing for service in Orono, ME

For each of the contract term options below, provide the monthly cost of the circuit and Internet service.

**MONTHLY PRICING FOR TERMINATION IN ORONO, ME**

Service	One Year Contract	Two Year Contract	Burst Price Per Mb
One Time Charges (if any)			
Local Loop or Cross Connect Cost			
4.0 Gbps Service			
5.0 Gbps Service			
6.0 Gbps Service			
7.0 Gbps Service			
8.0 Gbps Service			
9.0 Gbps Service			
10.0 Gbps Service			

Specify circuit type: \_\_\_\_\_

5.1.3 Monthly pricing for service in Albany, New York

For each of the contract term options below, provide the monthly cost of the circuit and Internet service.

**MONTHLY PRICING FOR TERMINATION IN ALBANY, NY**

Service	One Year Contract	Two Year Contract	Burst Price Per Mb
One Time Charges (if any)			
10 Gbps transport to Orono, ME			
4.0 Gbps Service			
5.0 Gbps Service			
6.0 Gbps Service			
7.0 Gbps Service			
8.0 Gbps Service			
9.0 Gbps Service			
10.0 Gbps Service			

Specify circuit type: \_\_\_\_\_

5.2 Telephone Calling Service Pricing – Please complete the included spreadsheet

## SIGNATURE PAGE

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

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

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

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

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

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

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

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

## ATTACHMENT A UNIVERSITY CAMPUSES

Statistics provided for each University campus is for historical information only. By providing this information the University is not committing to acquire the same type or quantity of services at any of the locations described herein.

Site	University of Maine
Address	Flagstaff Road Orono, ME
Current Trunks	<ul style="list-style-type: none"> <li>• 3 NFAS PRI circuits in two trunk groups with a total of 140 B-channels for Inter-LATA toll traffic</li> <li>• 7 PRI circuits with 161 B-channels for Intra-LATA local and toll traffic</li> <li>• bi-directional overflow capabilities between the Inter-LATA and Intra-LATA trunk groups</li> </ul>

Site	University of Southern Maine
Address	96 Falmouth Street Portland, ME
Current Trunks	<ul style="list-style-type: none"> <li>• 3 NFAS PRI circuits in two trunk groups with a total of 70 B-channels for Inter-LATA toll traffic</li> <li>• 3 PRI circuits with 69 B-channels for Intra-LATA local and toll traffic bi-directional</li> </ul>

Site	University of Southern Maine – Lewiston/Auburn College
Address	50-51 Westminster Ave Lewiston, ME
Current Trunks	<ul style="list-style-type: none"> <li>• 3 NFAS PRI circuits in two trunk groups with a total of 70 B-channels for Inter-LATA toll traffic</li> <li>• 3 PRI circuits with 69 B-channels for Intra-LATA local and toll traffic bi-directional</li> </ul>

Site	University of Maine at Augusta
Address	University Drive Augusta, ME
Current Trunks	2 PRIs for all traffic

Site	University of Maine at Machias
Address	O'Brien Ave. Machias, ME
Current Trunks	1 PRI for all traffic

Site	University of Maine at Presque Isle
Address	181 Main Street Presque Isle, ME
Current Trunks	1 PRI for all traffic

Site	University of Maine at Farmington
Address	111 South Street Farmington, ME
Current Trunks	4 PRI's / T1's for all traffic

Site	University of Maine at Fort Kent
Address	23 University Drive Fort Kent, ME 04743
Current Trunks	1 PRI for all traffic

Site	University of Maine System – System-wide Services
Address	16 Central St Bangor, ME 04401
Current Trunks	1 PRI for all traffic