

**Request for Proposal for
Wide-Area-Network (WAN)
Ethernet and
10 Gbps Internet Access Services**

RFP # W107703

**Issued
Friday, September 21st, 2012**

Questions regarding this RFP should be directed to:

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Questions regarding this RFP should be submitted to:

**www.bidsync.com, RFP #W107703
In the Question and Answer section**

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SECTION 1 - PURPOSE OF RFP

Purpose of RFP. The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with a qualified supplier to obtain WAN Ethernet services and Internet Access services for the University of Utah, on behalf of the Utah Education Network, and its public and higher education and state government constituents, hereafter referred to as the "University". The University is examining several alternatives of providing WAN Ethernet services and may decide, after reviewing proposals submitted, to award some or all of the RFP to one or multiple vendors or not to enter into any agreement.

SECTION 2 - GENERAL INFORMATION

- 2.01 Proposal Response Outline. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab A LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the supplier's company, the name, address, telephone number and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.

Tab B EXECUTIVE SUMMARY. An executive summary will briefly describe the supplier's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the supplier.

Tab C DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each section in this RFP. Outline numbers should correspond, in order, to the section numbers contained in this RFP.** Failure to provide written response to items indicated in this RFP will be interpreted by the University as an *inability* by the supplier to provide the requested product, service or function.

Tab D COST PROPOSAL. The supplier must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. **The cost proposal must be uploaded into BidSync per instructions in Section 2.43.**

Tab E FINANCIAL REPORTS. The supplier should furnish a current audited (OR unaudited) financial report for the company's most recent fiscal year.

Tab F Miscellaneous additional information and attachments, if any may be submitted by the supplier.

- 2.02 Administrative Guidance. The information provided herein is intended to assist suppliers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Suppliers are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.
- 2.03 Issuing office and RFP Reference Number. The Purchasing Department of the University of Utah ("Purchasing Department") is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the transaction is **RFP W 107703**. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.
- 2.04 Due Date. **The preferred method of submitting your proposal is electronically through BidSync (www.bidsync.com). You must also submit (1) original plus six (6) copies of your proposal to the University of Utah Purchasing Department (1901 E. South Campus Drive Rm. 151, Salt Lake City, UT 84112-9351). The proposal Due Date is: 2:00 p.m. Mountain Daylight Time (MDT) on Tuesday, October 23rd, 2012.** Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as required by law (please see section 2.14 herein).
- 2.05 Pre-Proposal Conference. **A pre-proposal conference meeting will be held on TUESDAY, OCTOBER 2ND, at 2:00PM Mountain Daylight Time (MDT)** in the University of Utah Credit Union Conference Room of the Eccles Broadcast Center, 101 Wasatch Drive, Salt Lake City, UT 84112. All suppliers responding to this RFP are recommended to have at least one representative of their organization attending the meeting; (Note: Attendance is not mandatory to respond to the RFP.)
- 2.06 Inquiries. Questions arising subsequent to the issuance of this RFP, that could have a significant impact on the responses to the RFP, should be submitted in the question and answer section of the RFP on Bidsync.com. Answers will be posted in the question and answer section of the RFP on Bidsync.com. All such questions should be received by **Tuesday October 9th, 5:00pm MDT.**
- 2.07 Important Dates. The following dates are significant for this RFP:

RFP Dated and Issued	Friday, Sept 21st, 2012
Pre-Proposal Conference	Tues, Oct 2nd, 2PM
Inquiry questions due	Tues, Oct 9th, 5PM
Proposals due	Tuesday, October 23rd, 2PM MDT

- 2.08 Time for Evaluation. All proposals shall remain valid for a minimum of 120 calendar days after the Proposal Due Date to allow adequate time for evaluation.
- 2.09 Evaluation of Proposals. The University may award a contract based on initial proposals received without discussion of such proposals with suppliers. Accordingly, each initial proposal should be submitted with the most favorable price and service available.
- 2.10 Oral Presentation. The University may require an oral presentation by a supplier to supplement their written proposal. These presentations will be scheduled, if required, by the UEN Department after proposals are received and prior to the award of the Contract.
- 2.11 Award of the Contract. Upon completion of the evaluation process, the University may award the contract ("Contract") to the supplier whose proposal is determined to be most advantageous to the University. The Purchasing Department is the only agency authorized to award a Contract for the proposed purchases.
- 2.12 Contract Period and Effective Date. The anticipated Wide-Area-Network Contract term will be for a period of one to five years, with an option to renew for additional one year periods at the University's discretion. It is the University's preference to enter into one-year terms for Internet access contracts from this procurement. Multi-year and long term contracts will be considered for Internet access, but are not preferred. The anticipated effective date of any new contracts is **July 1, 2013.**
- 2.13 News Releases. News releases pertaining to the RFP, any proposal, or Contract will be made only by the University.
- 2.14 Protected Information. Under the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to -901, as amended ("GRAMA"), certain information submitted in the proposal(s) may be open for public inspection or disclosure. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to the University which Supplier believes should be protected from inspection or disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. All material contained in and/or submitted with the proposal becomes the property of the University and may be returned only at the University's option.
- 2.15 Incurring Costs. The University will not be liable for any cost which suppliers

may incur in connection with the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data therefrom.

- 2.16 Addendum to RFP. In the event that it becomes necessary to revise this RFP in whole or in part an addendum will be provided to all suppliers on record as having received this RFP, and published on Bidsync.com.
- 2.17 Other Communications. During the RFP process (from the date of issue through the date of contract award or other final decision) the Purchasing Department is the sole source of official information regarding this RFP. All other communications, both spoken and written, which are received by any representative of the supplier from other sources (such as employees in the using department) should be confirmed by the supplier with the buyer in the Purchasing Department assigned to this RFP as being true and accurate prior to incorporating such information into their response. This refers to both formal and informal conversations and communications. Significant changes to the RFP will always be issued as a formal, written addendum.
- 2.18 Alternative Proposals. A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline (section 2.01 herein) and satisfy the requirements of this RFP. The supplier's primary proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the prime proposal. If alternative proposals are submitted, the supplier must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.
- 2.19 Authorized Supplier Representatives.
PROPOSAL: List the name, title, office address, telephone number, fax number and e-mail address (if available) of the person(s) authorized to *represent the supplier regarding the proposal(s) submitted* in response to this RFP. The University reserves the right to require a change in the individual assigned to represent the supplier if the assigned representative is not serving the needs of the University in an acceptable manner. This right shall carry forward through the response period and, with the successful supplier, during the term of the Contract.

CONTRACT: Give the name, title, office address, telephone number, fax number and e-mail address (if available) of the person authorized to *sign a Contract, and receive and sign all formal notices and/or addendum* regarding such Contract. Note that all amendments to any Contract must be in writing and signed by both parties.

Include this information within your “Letter of Transmittal”, which will be tabbed section “A” of your proposal.

- 2.20 Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any supplier proposing subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by the Purchasing Department is required prior to the awarding of any subcontracts. Any Subcontractor shall be required to provide evidence to the University of the same insurance provisions and coverages as described in section 2.28 of this RFP.

- 2.21 Assignment. Supplier shall not assign or subcontract any portion of its obligations under the Contract without the prior written consent of the University Purchasing Department.

Assignment or subcontracting shall in no way relieve the supplier of any of its obligations under this Contract.

- 2.22 Remedies. The laws of the State of Utah shall apply in all disputes arising out of this RFP, without application of any principles of choice of laws.

- 2.23 Compliance. The supplier hereby agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.

- 2.24 Cancellation. Inadequate delivery, unsatisfactory service or failure to adhere to the Contract covenants may result in cancellation of the Contract. The supplier shall be responsible for reimbursing the University for expenses incurred as a result of unacceptable service. In the event that either party determines that a material breach has occurred that would be cause for cancellation of the Contract, the party wishing to cancel shall notify the other party of the alleged breach in writing, and allow the other party thirty (30) days in which to cure the alleged breach. If the alleged breach is not cured or substantial steps to cure the alleged breach are not taken within this period, the non-defaulting party may cancel the Contract at the end of said thirty (30) day period.

- 2.25 Acceptance of Services Rendered. The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

- 2.26 Anti-Collusion. The submission of a proposal constitutes agreement that the supplier has not divulged its proposal to, or colluded with, any other offer or party

to a proposal whatsoever.

2.27 Indemnification. The supplier shall hold harmless, defend and indemnify the University of Utah and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgements, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Supplier, or (b) Supplier's use of University premises, or (c) any act, error, or omission on the part of the Supplier, or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents.

2.28 Insurance. Supplier shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Supplier shall also maintain, if applicable to Supplier's operations or performance of this contract, Business Automobile Liability insurance covering Supplier's owned, non-owned, and hired motor vehicles and/or Professional Liability (errors and omissions) insurance with liability limits of at least \$1,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

The Supplier shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this Contract. Supplier shall also maintain "all risk" property insurance at replacement cost applicable to Supplier's property or its equipment.

The Supplier's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager and remain in effect for the duration of the Contract. The University of Utah shall be named as an additional insured on the Commercial General Liability insurance policy. Supplier will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverages and provisions listed above.

The Supplier shall submit certificates of insurance as evidence of the above required coverage to the University prior to the commencement of this Contract (mail to: **University of Utah Purchasing Department, Attn: Bob Tiney, 1901 E. South Campus Drive Rm. 151, Salt Lake City, UT 84112-9351**). Such certificates shall provide the University with **thirty (30)** calendar days written notice prior to the cancellation or material change of the applicable coverage, as evidenced by return receipt or certified mail, sent to the above address.

- 2.29 Restrictions. All proposals must clearly set forth any restrictions or provisions deemed necessary by the supplier to effectively service the proposed Contract.
- 2.30 Right to Reject. The University reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of the University.
- 2.31 Record Keeping and Audit Rights. Any supplier providing goods or services under any Contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least five (5) years following termination of the Contract. Upon reasonable notice and during normal business hours the University, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The University's audit rights shall extend throughout the term of the Contract and for a period of at five (5) years thereafter.
- 2.32 Management Reports. Upon request the supplier must be able to summarize and concisely report pertinent information to the University in a timely manner, throughout the duration of any Contract resulting from this RFP.
- 2.33 Further Agreements. In addition to a proposal, the University may from time to time require a supplier to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.
- 2.34 Relationship of the Parties. In assuming and performing the obligations of any Contract, the University and any supplier shall each be acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner or employee of the other.
- 2.35 Equal Opportunity. No supplier of goods and/or services under this RFP or any Contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.
- 2.36 Taxes – Supplier's Responsibility. Suppliers shall be responsible for and pay all taxes which may be levied or incurred against the supplier in connection with the performance of any services under a Contract, including taxes levied or incurred against supplier's income, inventory, property, sales, or other taxes.
- 2.37 Taxes - University is Exempt. The University is exempt from State of Utah sales and excise taxes (State of Utah Sales Tax Exemption number: 11874443-002-STC). Exemption certification information appears on all purchase orders issued by the University and such taxes will not apply to the University unless otherwise noted.

- 2.38 Payment and Performance Evidence. Supplier will provide evidence of financial responsibility, which demonstrates the Supplier's ability to perform the services contemplated by the RFP. Such evidence of financial strength may be in the form of a performance bond, letter of credit, financial statements or other form which is reasonably acceptable to the University. The firm shall maintain and provide evidence of an employee dishonesty (fidelity) bond or other form of surety in the amount of \$100,000 which guarantees that the bond or surety will reimburse the agency for any pecuniary loss that may be sustained by any act of fraud, dishonesty, forgery, theft, embezzlement, malfeasance, misappropriation on the part of the agency, or any of its employees, officers, directors, agents, contractors, or subcontractors directly or indirectly. The bond shall be issued by a responsible surety company authorized to do business in the State of Utah and shall be subject to the reasonable approval by the University as to form and content.
- 2.39 Debarment Clause. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the University. The Contractor must notify the Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period."
- 2.40 Status Verification System. If a Contract is awarded through this RFP for the physical performance of services within the State of Utah, supplier or supplier's agent, contractor, subcontractor or service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of Supplier's or Supplier's agent's, contractor's, subcontractor's or service provider's employees hired on or after July 1, 2009 and employed in the State of Utah, in accordance with UCA Section 63G-11-103.
- 2.41 Master Contracts for UEN
It is the intent of UEN to be able to negotiate Master Service Agreements from this RFP. If a contract is awarded through the RFP, vendors should be prepared to enter into Master Service Agreement that allows UEN the ability to add requested Wide-Area-Network (WAN) services throughout the term of the Master agreement. This will be accomplished per terms agreed to in the Master contract.
- 2.42 Universal Service Fund (USF) Taxes, Fees, or Surcharges
Vendors must disclose in their pricing responses any anticipated Universal Service Funding (USF) taxes, fees, or surcharges in addition to the pricing

contained the RFP response. Vendors must disclose if a service is subject to Federal USF taxes, fees, or surcharges. If any State of Utah USF surcharges will be applied to billing for services, the rate and amount of such surcharges must also be disclosed in the vendor's RFP response. Failure to disclose any anticipated USF surcharges or fees in your proposal may result in disqualification of your proposal and/or contract award should the University make any awards on behalf of UEN.

2.43 **BidSync Submission Process**

In order to facilitate evaluation of vendor's proposals, UEN is requesting that vendors upload their completed Excel pricing attachments (Attachments A, B, C or D) as formatted in the RFP response into BidSync. If a vendor fails to submit the completed Excel Spreadsheets (Attachments A, B, C, or D), **the vendor's proposal may be deemed non-responsive and may be disqualified.** Once UEN receives the completed Excel Spreadsheets from the University of Utah Purchasing Department, UEN will contact the vendor to validate the pricing is correct as submitted. **Pricing changes will not be allowed after the submission deadline; however, if errors have been made (omissions, additions, keyboarding error, etc.) vendors may inform UEN of the mistake at that time.**

2.44 **Lowest Corresponding Price: Vendors must state compliance with the Lowest Corresponding Price rule per FCC policy:** 47 CFR § 54.500(f): Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. 47 CFR § 54.511(b): Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the FCC Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

SECTION 3 – SPECIFICATIONS

Note: Suppliers must respond to all sections of this RFP, including sections 1 and 2.

When a section does not request specific information and you agree to what it contains, you may use language such as “Sections 2.01 through 2.38, Understood and Agreed” in your response. Refer to section 2.01 for instructions on how to compile your response.

3.01 PURPOSE

3.01.01 Introduction and Overview. The general purpose of this RFP is to obtain proposals from service providers capable of providing Wide-Area-Network Ethernet and networking services to the schools, campus, libraries, and state network backbone locations identified in the provided spreadsheets. Each vendor who responds to this RFP is required to submit both a written narrative and completed spreadsheets showing costs, as provided or proposed. The ultimate goal of this RFP is to acquire additional bandwidth for UEN in this procurement while leveraging the current UEN network resources. *UEN reserves the right to make contract awards to one or more vendors for single or multiple locations, including districts, regions and multiple regions.*

Dark or Lit Fiber Eligibility: Given the FCC Sixth Report and Order adopted on September 23, 2010, UEN is also soliciting proposals from providers of both non-telecommunication and telecommunication services for the lease of dark or lit fiber to provide WAN services. This also covers the lease or purchase of an IRU--Indefeasible Rights of Use (IRU) agreement. UEN requests that any bidder include the costs of modulating electronics if proposing a dark or lit fiber lease if specified in a response to the RFP.

Internet Access: The purpose of this RFP is also to solicit proposals for 10Gigabit Ethernet Internet access bandwidth proposals. The amount of bandwidth and number of UEN PoP locations selected will be determined by the respective proposals, UEN projected bandwidth needs and evaluation committee decision. UEN currently is contracted for a total of 11 Gig (Gbps) of Internet bandwidth delivered via 10GigE at 4 geographically diverse locations.

Internet transit access must provide full, complete, unprioritized, and unfiltered access to the Internet including providing to UEN a full IPv4 BGP defaultless routing table. **A Tier 1 network (meaning all of vendor’s bandwidth is exchanged through peering relationships with at least six (6) other Tier 1-2 networks at multiple geographically-diverse locations), solution is REQUIRED.**

This bandwidth is planned to be located at various locations throughout Utah. At all locations except for Eccles Broadcast Center, Salt Lake Community College, The University of Utah downtown data center and

the Level-3 co-location facility, it is preferred that the vendor and circuit are not dependent in any way on the Salt Lake City Metro area.

10 Gigabit Ethernet, via fiber interface, is the REQUIRED delivery method. Delivery via OC-192c, OC-48c or Gigabit Ethernet will not be considered or evaluated. We require solutions with jumbo frame support and strongly prefer solutions that include support for super jumbo frames of up to 9000 bytes due to network and application requirements.

UEN is exploring options of providing Internet transit bandwidth directly to the following locations: Utah State University, the Tonaquint Data Center in St. George, Utah Valley State College, Salt Lake Community College, and the State of Utah DTS backup data center in Richfield. UEN may award contracts at any or all locations, and to one or more vendors.

UEN also has the ability to receive Internet bandwidth via Level-3 co-location and POP facilities in Salt Lake City, Utah (572 Delong), and the new University of Utah downtown data center between 800 S. and 900 S. along West Temple. Proposals with Internet bandwidth delivered to the Level-3 facility should include the costs of cross connects required within the facility, but do not need to have a local metro or long haul link included in the cost. UEN may or may not utilize the cross connects proposed.

Responses may include pricing for any or all locations. For each location except Eccles Broadcast Center, Salt Lake Community College, the Level-3 Co-location facility and the University of Utah downtown data center, the response should indicate the origination site of the service for that location, and specify whether any component of the service to that site is dependent on infrastructure in the Salt Lake City metropolitan area.

Costs for Internet bandwidth will be evaluated using cost per Megabit per Second values. Please use the spreadsheet provided to respond to this RFP. It is preferred that bidders respond with flat per Mbps/Gbps rates rather than with tiered amounts. Proposals using tiered and burstable prices will also be evaluated.

It is UEN's preference to enter into one-year terms for Internet contracts from this procurement. Multi-year and long term contracts will be considered, but are not preferred.

Note that the Eccles Broadcast Center is no longer a preferred location for network Internet aggregation due to the vast amount of bandwidth and dependence that the networks have on this location. Proposals for

bandwidth delivered only to EBC will be accepted and evaluated, however, other alternatives are strongly preferred.

The University of Utah is currently in the process of building a metro dark fiber ring to connect the new downtown data center to the main campus. It is anticipated that this metro ring will touch or be very close to many of the Internet access PoPs in the downtown Salt Lake City area. It is recommended that respondents take this into account and respond accordingly.

**Locations Serving Public Education and Higher Education
for Internet Bandwidth Proposals:**

Level-3 Co-location facility
572 Delong Street
Salt Lake City, Utah 84104
NPA-NXX: 801-844

University of Utah Downtown Data Center
875 So. West Temple Street
Salt Lake City, Utah 84111

Salt Lake Community College
4600 South Redwood Road
Salt Lake City, Utah 84123
NPA-NXX: 801-957

Utah Valley State College
Computer Science and Engineering Building
800 W. University Pkwy
Orem, Utah 84058-5999
NPA-NXX: 801-222

Utah State University
1400 Old Main Hill
Logan, Utah 84322-1400
NPA-NXX: 435-797

Richfield Division of Technology Services Data Center
350 S. 900 W.
Richfield, UT 84701

Eccles Broadcast Center (not a preferred location)
101 Wasatch Drive
Salt Lake City, Utah 84112

NPA-NXX: 801-585

Davis Applied Technology College
550 East 300 South
Kaysville, UT 84037
NAP-NXX: 801-593

Dixie State College
225 South 700 East
St. George, UT 84770-3876
NAP-NXX: 435-652

Southern Utah University
351 West Center Street
Cedar City, UT 84720-2479
NPA-NXX: 435-586

Weber State University
1001 University Circle
Ogden, UT 84408-1001
NPA-NXX: 801-626

3.02 General Requirements (All respondents must respond to this section)

- 3.02.01 Federal E-rate Discount Program. Vendors should explain how their proposed WAN services are compliant with the terms and conditions of an eligible end-to-end Telecommunications Service as defined by the federal E-rate discount program administered by the Schools and Library Division of the Universal Service Administrative Company. Please see this website for more information regarding the federal regulations for this requirement:
<http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/wan.aspx>

UEN prefers that successful bidders have a current Service Provider Identification Number (SPIN) in the Universal Service E-rate Program. However, proposals will be accepted from vendors who do not have a SPIN and do not include applying for the federal e-rate discounts, provided that their solution is competitive and meets all other criteria in the RFP. **Note: Vendors do not have to be E-rate eligible to respond.**

- 3.02.02 Attachments and Pricing Requirements. Vendors must provide all costs in the included Attachment A, B, C, or D for proposals to be considered responsive. **Vendors must upload these as separate files into BidSync**

with their response. Costs not represented in spreadsheet Attachments will be disqualified in final award and contracts, and may be grounds for disqualification of a proposal in its entirety. **Vendors must respond to the technical specifications in support of their proposals. Vendors must also complete and submit at least one spreadsheet attachment along with their proposals (refer to section 3.03 and 3.04) and responses to this RFP in order for a proposal to be considered responsive.** Vendors should only bid sites, locations, and services where they can provide service.

Vendors proposing Internet access solutions should use Attachment D to provide pricing for per megabit price, local loop pricing, and optional hardware with supporting documentation. (Note: Vendors who do not submit completed pricing spreadsheets provided with this RFP run the risk of being disqualified for non-responsive proposals.) Vendors should only bid on sites where they can provide service.

VENDORS SHOULD NOT MODIFY THE FORMATING OF THE ATTACHMENTS IN ORDER TO COMPLETE A PROPOSAL. IF A VENDOR IS GOING TO SUBMIT NO BID FOR ANY SPECIFIC REQUEST IN THE RFP, PLEASE FILL IN THE ATTACHMENT (SPREADSHEET) WITH THE WORDS “NO BID” FOR EACH APPROPRIATE LINE.

- 3.02.03 **Company Service Level Agreements** Each vendor is required to submit a standard Service-Level Agreement which states provisions for reimbursements for unavailability of service, unplanned outages and describes ability to terminate the agreement due to chronic problems.
- 3.02.04 **Non–Appropriation of State and or Government Funds:** Vendor agrees that if funds are not appropriated or are otherwise not available to UEN for all or a portion of the Services due to regulatory changes or program cancellation (“Non-Appropriation”), UEN may, upon thirty (30) days written Notice to Vendor, terminate this Agreement or specific Service(s) under this Agreement. Customer may so terminate without any liability (including any liability for cancellation or termination or under-utilization charges that might otherwise apply).
- 3.02.05 **Financial Stability:** Carrier acknowledges that Customer is relying on Carrier’s financial statements filed with the Securities and Exchange Commission as a measure of Carrier’s financial strength and ability as an on-going business concern to fulfill its obligations under this Agreement. By filing its SEC certification reports, Carrier represents that, to the best of its knowledge, it has in all material respects accurately reported its financial affairs to the SEC. If it is disclosed that Carrier has failed to

conduct its financial reporting activities in compliance with generally accepted accounting principles or to comply with applicable Federal securities laws and regulations and such disclosure reveals a material deterioration of Carrier's financial viability as an on-going business concern, Customer's Contract Commitment will be reduced by 100%.

In the event that there is a material change in the financial condition of the carrier, including without limitation, a default on loan covenants, the de-listing of publicly traded stock on any recognized exchange on which they are traded, bond rating classified as "junk" bond status or lower, assignment of receivables, or a voluntary or involuntary filing for protection from creditors or reorganization of debt in a bankruptcy, liquidation, or other similar proceeding of any kind, the Term of any Agreement shall revert automatically to month-to-month for all purposes under the Agreement. Any commitments shall automatically be considered to have been achieved for the Agreement and the rates, and discounts shall continue as they are at the time of the events.

- 3.02.06 **Red Light Rule of the Federal Communication Commission** If the vendor has outstanding debt with the FCC and is violation of the Red Light Rule under the Debt Collection Improvement Act (DCIA), the University reserves the right to terminate the contract with the vendor (see red light rule 47 C.F.R. §1.1910). Vendors must state their compliance with this requirement and explain if their company is currently in red-light status or has been in red-light status with the FCC within the last year.
- 3.02.07 **References.** At least three (3) references for customers which have used services similar to those required by the University are to be provided. Include business name, address, phone number and contact person for each reference. The University reserves the right to contact or visit any of the supplier's current and/or past customers to evaluate the level of performance and customer satisfaction.
- 3.02.08 **Disclosure of 3rd Party Infrastructure Vendors/Suppliers**
If the vendor submitting a proposal has any business partners jointly bidding on any telecommunication or Internet services listed in the Attachments in the RFP, the vendor shall disclose in this section any 3rd party vendors or suppliers necessary in the ability to complete infrastructure or construction build-out of physical infrastructure (fiber installation) necessary to deliver finished services. Failure of the vendor to disclose any 3rd Party business partners to requests in this RFP shall allow UEN the ability to cancel any award or contract at any time without termination liability or penalty.
- 3.02.09 **Timely Completion of Work Orders**
If any work orders are issued pursuant to contracts awarded from this

RFP, and the vendor fails to complete work in the specified time as agreed to under contract, UEN reserves the right to cancel the contract without termination liability or penalty.

3.03 **WAN Ethernet Technical Requirements**
3.03.01 **Statewide WAN Backbone**

UEN is seeking solutions for a statewide and school district WAN with state network backbone circuits/nodes as listed in Attachment A.

Gigabit or 10 Gigabit Ethernet Solutions. Gigabit Ethernet or 10 Gigabit, via fiber, is the preferable solution. Vendors must explain how their services will be provisioned to the locations listed in Attachments A, B, and C including what the physical Layer 1 composition of the solution will be (fiber, copper, licensed wireless, or unlicensed wireless) and how the solution will leverage current UEN network resources. Describe if your solution is a protected and guaranteed bandwidth solution using ROADM, DWDM or CWDM and how this service is provisioned for dedicated service.

3.03.02 OSI Network Services. In addition to providing an Ethernet port to the specified locations, the equipment located on the customer premise should provide layer 2 and layer 3 OSI network services. Vendors must detail in their proposals how this will be accomplished.

3.03.03 Technical Configurations. Vendors should provide detailed technical configurations to support the pricing given with the spreadsheet responses. Responses should include clear explanations of:

- A. Network equipment lists (including manufacturer and specifications)
- B. Industry-standard fiber specifications (IEEE standards)
- C. Network topology diagrams (showing aggregate and end sites)
- D. Switching and routing Ethernet configurations
- E. Quality-of-Service (QOS) implementation
- F. Scaling limits
- D. Limitations of Use of Services (including utilizing any 3rd party hosted Voice-Over Internet Protocol services, etc. *see below*)

Note: Vendors may choose to provide a budget for CPE without providing a specific manufacturer and model. In that case, the vendor and UEN would work together to ensure equipment compatibility. This is possibly the best course to ensuring that the UEN needs are met.

In setting this budget, vendors should keep in mind that UEN is currently using equipment manufactured by Cisco. Vendors choosing to make

specific recommendations should keep these manufacturers in mind as responses are prepared.

Specific features that should be supported in router equipment installed at the customer premise for **UEN WAN backbone circuits** are:

- 1) IPv4 protocols: OSPF, Multiprotocol BGP, Multicast, PIM-SM
- 2) IPv6 protocols: OSPF, BGP, MPLS 6PE
- 3) Jumbo frames (9000 or larger)
- 4) MPLS: L2 VPN, L3 VPN, VPLS, 6PE, Traffic Engineering
- 5) Unicast RPF or similar spoof-protection for Layer3 traffic
- 6) Router should be able to support 100 GE line cards.
- 7) QoS
- 8) Netflow with TCP flags
- 9) Ability to pass traffic at line rate on all Gigabit Ethernet and 10 Gigabit Ethernet ports simultaneously. (i.e., no oversubscribed ports)
- 10) Support of Colored CWDM and DWDM GE (SFP) and 10GE (XFP) optics is desired
- 11) Routers should support at least 48 SFP based GE and 16 XFP based 10 Gigabit Ethernet ports
- 12) Router should be modular (chassis) based system capable of accepting various configurations
- 12) Redundant AC or DC power supplies
- 13) Redundant management modules
- 14) Ability to perform hitless code upgrades
- 15) Router must be able to hold up to 1,000,000 IPv4 BGP routes

An example platform that supports these requirements is the Cisco ASR 9006.

Specific features that should be supported by the Gigabit and 10 Gigabit Ethernet backbone circuits:

- 1) Circuits should be provided using CWDM, DWDM, ROADM, or Dark Fiber.
- 2) Circuits should not traverse any vendor Layer 2 or 3 gear in the path
- 3) Circuits should be provided as end-to-end Layer 1
- 4) Circuits should support Jumbo Frames (9000 byte MTU)
- 5) Circuit handoff should be fiber (MM or SM)

Responses with equipment that does not support all of these features should include an explanation of which features are not supported and suggested alternatives (different equipment, different design, etc) that would work-around or support all of these features.

VOIP Policy

UEN seeks clarification from telecommunication providers on the ability

for UEN customers to utilize hosted 3rd Party Voice-Over Internet Protocol solutions for voice communications and call management over UEN contracted circuits to schools and educational institutions connected via UEN. Specifically, if not expressly allow per the terms of existing agreements with UEN, detail for UEN in your cost proposal and in this section, your company's ability to allow for UEN customers the ability to provision 3rd Party VOIP solutions, including long-distance call traffic (both intrastate and interstate) within the terms of a proposed agreement with UEN.

- 3.03.04 Company Experience Each vendor must state their level of expertise and experience with multiple vendor network platforms, including installation, management, maintenance, and troubleshooting. **Also state whether your company can provide staff on-site for site surveying.**
- 3.03.05 Network and Technical compliance Each vendor must explain how their services will effectively deliver network applications to the end locations (IP video both low-data rate and high-data rate, Voice-over-IP, Internet-based apps, multicast, large data transfers, IPv6, etc.) They must also explain how their circuits are compatible with the existing UEN network configuration and how their services will be provided in a secured network environment, including security controls and detection monitoring enabled to prevent network intrusions or disruptions.
- 3.04 Internet Access Requirements**
- 3.04.01 Local Loop Responses should include pricing for a local loop service, but UEN may choose to provide the local loop service through separate contract. Your proposal should detail this requirement and how this will be provisioned.
- 3.04.02 On-premise Equipment
UEN would like to have vendors include customer premise equipment as part of the service they provide. At the option of the respondent, responses can include a proposal option that includes this equipment, which must be a fully functional equivalent to a **Cisco ASR 9001**. This equipment must include 4-hour maintenance and support from the equipment vendor for the duration of the contract. **Vendors must provide a detailed separate cost for this service.** The equipment cost can be included in the monthly charge or paid as a one-time installation charge and both options should be included.
- 3.04.03 Information on Advanced Capabilities

Respondents are asked to provide information about capability and costs of the following advanced features: IPv6, IPv4 and IPv6 Multicast and Jumbo Framing. Note: Delivery via 10 Gigabit Ethernet is required. Support for Jumbo Frames (up to 9000 byte MTUs) is also required.

3.04.04 Peering/Transit Ratio

Respondents are asked to provide the ratio of peering versus transit used within the carrier IP network. This ratio and changes to peering and transit used within the network will be reported to UEN on a regular basis. The University will be seeking contract language that allows for renegotiation or termination of the contract if the current ratio adversely affects the performance of the IP network and/or the Tier 1 status of the carrier and IP network.

3.04.05 Advanced BGP Community Support

Respondents must be able to provide advance customer BGP community support. This should allow UEN to set a community that will either stop announcement or prepend AS 1 through 3 times to any (and all major) specific peers. Respondent must provide details on this in their RFP response.

3.04.06 Internet Bursting

Respondents must be able to provide bursting beyond their minimum commitment rate for Internet access service. It is strongly preferred that the cost of the burst rate be equivalent to the per Megabit rate of the committed rate of Internet service. Vendors must detail the cost of bursting above the committed rate and the terms of those costs in their proposals.

SECTION 4 - PROPOSAL EVALUATION

4.01 Proposal Evaluation Criteria for WAN Ethernet Proposals: The criteria to be used to evaluate proposals, **listed in their relative order of importance**, are as follows:

A. Cost (both one-time and recurring)

B. Ethernet-based Solutions

1. Provision of a fiber-based Gigabit Ethernet solution; *for the UEN backbone circuits, compatibility with current backbone configuration*

2. Provision of a copper-based Gigabit Ethernet solution

3. Provision of a licensed wireless spectrum Ethernet solution

C. Network and Technical compliance

1. Compliance with the technical equipment and performance specifications in **Section 3.03.03.**
2. Ability to effectively deliver network applications to the end locations (IP video both low-data rate and high-data rate, Voice-over-IP, Internet-based apps, multicast, large data transfers, IPv6, etc.)
3. WAN Service compatibility with the existing UEN network configuration
4. Ability to provide secured and managed network protocol specifications

D. Company Experience and Performance

1. Service Level Agreement provisions including reimbursements for unavailability of service, unplanned outages and ability to terminate due to chronic problems.
2. Financial viability
3. References
4. Experience and expertise with multiple vendor network platforms
5. E-rate certified provider in good standing with the Schools and Library Division of the Universal Service Administrative Company.
6. The ability to conduct an on-premises site survey by the vendor staff

E. Ability to meet all other terms, conditions and specifications in this RFP.

4.02 Proposal Evaluation Criteria for Internet Access Proposals: The criteria to be used to evaluate proposals, **listed in their relative order of importance**, are as follows:

A. Cost.

B. Ability to deliver Internet service via 10GigE

1. Minimum commit level for 10GigE
2. Dependence on Salt Lake City metro infrastructure.
3. Ability to accommodate connections at other than at EBC
4. Peering/transit points, relationships and ratio.
5. Availability of service at multiple UEN PoP locations
6. Availability of service at multiple UEN PoP locations
7. Ability to execute.

C. Local loop

1. Dependence on Salt Lake City metro infrastructure.

D. Proposed Contract Terms

1. Service Level Agreement provisions including reimbursements for unavailability of service, unplanned outages and ability to terminate due to chronic problems.
2. Stability of company.

E. References.

F. Ability to meet all other terms, conditions and specifications in this RFP.

NOTE: In addition to addressing the specific criteria listed, each supplier should provide a detailed response to each requirement in this RFP as indicated in Section 2.01, Proposal Response Outline.

4.03 Evaluation Process. All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code and all applicable rules and policies.

4.03 Vendor Proposal Documentation Requirements

To enable thorough, fair, and accurate evaluation of all proposals, vendors are required to complete and submit along with their proposals at least one RFP spreadsheet attachment relevant to their proposal(s). These attachments are published with this RFP as Attachment A WAN Backbone, Attachment B WAN Public Schools K-12 and other UEN sites, Attachment C, Existing UEN Services, and Attachment D Internet Access. These attachments are Microsoft Excel™ Spreadsheet documents that must be completed and uploaded to Bidsync for evaluation along with vendor's written proposals, and in the same format as they are provided with the published RFP.

4.04 RFP Evaluations and Contract Requirements

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received and eliminate all non-responsive proposals, i.e., those not conforming to RFP requirements. The remaining proposals will be evaluated according to compliance and sufficiency with the RFP specifications and requirements. At the conclusion of this initial evaluation phase, finalist supplier proposals will be selected for detailed review, evaluation, and award, during which time oral presentations may be required. All awards will be made by notification to the vendor in writing by the University of Utah Purchasing Office. After notification of award, UEN will then enter into contract negotiations with the winning supplier(s).

The University reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers. Each supplier bears sole responsibility for the items included or not included in the response submitted by that supplier. The University reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.