

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
DATA TRANSPORT SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF THE
MISSOURI RESEARCH AND EDUCATION NETWORK (MORENET)
RFP #23043
DUE DATE: NOVEMBER 15, 2022
TIME: 2:00 P.M. CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
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Date Issued: September 23, 2022

RFP #23043

DATA TRANSPORT SERVICES

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Data Transport Services, **RFP #23043** which will be received by the undersigned at: reedhr@umsystem.edu until **November 15, 2022 at 2:00 p.m.** **The University assumes no responsibility for any vendor's on-time receipt.**

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Heather Reed
University of Missouri Procurement
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
reedhr@umsystem.edu*

All questions regarding the RFP must be received no later than 5:00 p.m. CST on Thursday, October 27, 2022.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

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Prepared by:
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**UNIVERSITY OF MISSOURI
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS
&
INSTRUCTIONS TO RESPONDENTS**

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American
 - Pacific Asian American
 - Subcontinent Asian American
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect.

- Direct dollars – dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars – dollars based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - 1) Supplier's Total Revenues: \$10,000,000
 - 2) Revenues from University \$: \$4,000,000
 - 3) University % of Total Revenues: 40% (#2 divided by #1)
 - 4) Total MBE Dollars: \$150,000
 - 5) Total WBE Dollars: \$150,000
 - 6) Total University Attributable MBE \$: \$60,000 (#3 multiplied by #4)
 - 7) Total University Attributable WBE \$: \$60,000 (#3 multiplied by #5)
 - 8) Total University Attributable MWBE \$: \$120,000 (Sum of #6 and #7)
 - 9) University % Attributable Revenue: 3% (#8 divided by #2)

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University will monitor the supplier/contractor's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier/contractor's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier/contractor from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms

“company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

- 11. Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product’s current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a “roadmap” plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier’s failure to meet WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

- 12. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations

of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

13. Compliance with CDC Guidelines: (If Applicable)

Due to the changing nature of the COVID-19 pandemic, successful Supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE:

In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

14. Inventions, Patents, and Copyrights: The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

15. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
16. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.
17. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

- 2. Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be emailed to Heather Reed at reedhr@umsystem.edu by the RFP closing date and time as stated on the cover page of this document.

To receive consideration, Request for Proposals must be received, at the above email address, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for receipt of the Proposal at the specified email address by the day and time outlined in the RFP.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

- 3. Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the

appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The

Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract and Letter of Award.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment will not occur unless this information has been provided.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

Contractor billing contact information:

Company Name: _____

Contact Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

11. **Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations and affiliates of the University of Missouri, including MU Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. GENERAL

The Curators of the University of Missouri, a public organization, propose to contract on behalf of MOREnet with an organization (hereinafter referred to as "Contractor"), whereby the Contractor will furnish and deliver **Data Transport Services** from sites throughout Missouri to one of the PoP facilities outlined on Appendix B.

2. BACKGROUND

MOREnet is Missouri's telecommunications-based delivery system connecting higher education, elementary and secondary education, public libraries, state agencies, telehealth sites and other organizations and government agencies in Missouri to each other and the Internet. MOREnet is dedicated to ensuring Missouri's future by meeting the needs of its members for full access to information services.

The Missouri Revised Statutes, Chapter 392 Telephone and Telegraph Companies Section 392.205 states "The public service commission shall ensure that all public school districts have access to substantially reduced telecommunications rates and may approve the tariff as submitted, or may, after hearing, modify the tariff in the public interest." MOREnet reminds Respondents that the majority of our customers are public school districts, some of whom may be included in this request for proposal.

3. OBJECTIVE

MOREnet, a division of the University of Missouri, is seeking to procure data transport services to connect its members to the MOREnet backbone. MOREnet's stated direction is to provide Ethernet connections to all member sites.

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

4. DEFINITIONS

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

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

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

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

Mbps: Bandwidth measured in megabits per second

Monthly Recurring Cost (MRC): The recurring cost invoiced every month.

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

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

Point-of-Presence (PoP) Facilities: An inter-connect address where MOREnet equipment is located to accept aggregation circuits. A list of the PoP facility locations provided in Appendix B – MOREnet PoP Facilities.

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

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

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

5. AWARD OF REQUEST FOR PROPOSAL

Contract(s) will be awarded to the best Respondent(s), provided Respondent's response meet(s) all requirements based upon the evaluation criteria specified in Section 10 and compliance with Section 11. Contract(s) will be awarded to the best Respondent(s) on a site-by-site basis. If for any reason a specific site cannot be awarded, the University reserves the right to award any and all other sites. The University reserves the right to award contracts for requested services to one or more Contractors. The University reserves the right to reject any or all proposals and make a contract award to a lower priced tariff or consortium offering.

Note: Any Respondent that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

The University of Missouri will prepare and submit a contract award letter for execution by

the successful Respondent(s). The University of Missouri's contract award letter shall be the sole governing document. The University of Missouri will not sign or execute any Contractor's agreement. The University reserves the right to add and/or change connection points at prices negotiated with successful contractor(s) in the future as deemed by the University to be in the best interest of the University.

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

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

6. TERM AND RENEWAL OF CONTRACT

The term of the contract shall commence upon award and continue for three (3) years with one automatic three (3) year extension. The University shall have the right to cancel the contract with notice to the Contractor at least sixty (60) days prior to the annual anniversary date of the award letter notification.

All circuit options listed on the pricing pages may be ordered or renewed at any time during the life of the contract. The circuit option order or renewal must be supported by the balance of the contract term; no circuit term can extend beyond the six (6) year contract term.

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

If sufficient funds are not budgeted or appropriated in any fiscal period for payments due under this contract, MOREnet shall give the Contractor written notice of such non-appropriation and the contract shall terminate as of the last day of the fiscal period for which funds are available. Such termination is without expense or penalty.

7. INSTRUCTIONS FOR PROPOSAL RESPONSE

In order to be considered for selection, Respondents must submit a complete response to this Request for Proposal that complies with all the mandatory requirements for the circuit type(s) they are proposing and which follows the outline provided in form of the RFP. Additional criteria for response submission follow:

Respondent response to RFP MUST be submitted via email by the date and time identified within this RFP to Heather Reed at: reedhr@umsystem.edu.

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

When using any language that has meaning to your firm, yet may be more or less specific than the industry meaning, please define the term in your response. Terms that are NOT defined will be interpreted based upon definitions provided in Section 4 of this Request for Proposal, and then upon industry standards.

Information regarding Request for Proposal network infrastructure, routing, and design may be submitted separately as proprietary information, see Confidentiality of Information below, that is to be held in confidence. Request for Proposal response must clearly indicate when this information is proprietary and confidential. Pricing, meet or exceed specification responses, and any comments/remarks not related to network infrastructure and design will not be considered proprietary and/or confidential information.

Confidentiality of Information:

All records received from a Contractor will be deemed public records and presumed to be open. If the contractor submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

Respondent must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be plainly marked: Request for Proposal #23026 for Data Transport Services and emailed to Heather Reed at: reedhr@umsystem.edu.**

Responses to this document must address issues in the order provided.

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

8. DELIVERY

Aggregation and Tail Circuits: Service must be operational within one hundred twenty (120) calendar days of order. If more time is anticipated or when 120 days has elapsed, MOREnet may, at its sole discretion, approve the anticipated install date, cancel the order with no liability or approve incremental 30-day extensions.

Contractor guarantees delivery for site(s) listed in the Contractor's proposal response. Contractor refusal or failure to deliver service upon award, contract and order shall be indicated by a reduced vendor experience evaluation in future Requests for Proposal evaluations.

9. REQUEST FOR PROPOSAL EVALUATION

From the total information requested below, determination shall be made of the prospective Respondent's ability to furnish and deliver AGGREGATION CIRCUITS or TAIL CIRCUITS to the University. All information requested below must be included as a part of the prospective Respondent's proposal.

The University reserves the right to reject any and all proposals submitted.

Proposals shall remain open and subject to acceptance for one hundred twenty (120) days from the date of Request for Proposal opening. During this period, Respondents may not make material modifications, corrections or changes (including pricing) to their proposal.

Proposals are awarded by individual MOREnet customer site and allow for planned and future circuit orders for that address, for the life of the contract. The Respondent whose proposal for a given address is determined to be the most cost effective will be awarded one or more options from the Pricing Pages for that address.

A Request for Proposal award does not guarantee an actual circuit order. An official circuit order for service can be issued at any time within the contract term.

10. MANDATORY CRITERIA/TECHNICAL REQUIREMENTS

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must follow the instructions given and include any pertinent information with the proposal response.

11.1. GENERAL

11.1.1 It is required that the Respondent participates in the Federal USF programs (such as E-Rate or its subsequent programs) for all eligible products and services awarded from this RFP for the duration of the contract. Participation also includes the annual filing requirement of the FCC Form 499. It is further required that the Respondent complies with any information requests of the Federal Communication Commission or its delegates (Universal Service Administrative Company) regarding this RFP. Provide the Service Provider Identification Number (SPIN) to meet this requirement.

SPIN NUMBER _____

11.1.2. It is required that all circuits solutions proposed adhere to the appropriate ITU/IEEE/ANSI standards.

11.2. CIRCUITS

11.2.1. Respondent must provide service level agreement (SLA) for each circuit to a member location that addresses the minimum network performance guidelines as listed below:

- Latency must be 50ms or less except when the utilization is more than 90% on the circuit.
- Packet loss must not exceed 0.7%
- Network Availability must be a least 99.95% between the hours of 6:00 am and midnight
- Jitter must be less than 50ms

If MOREnet determines the Respondent is failing to meet the above performance guidelines on a circuit, MOREnet will notify the Respondent in writing of the failure and give the Respondent 30 calendar days to correct it. If the Respondent is not able to meet the guidelines within 30 days, MOREnet will begin withholding 10% of the MRC for that circuit for each month that the Respondent fails to make the guidelines. If the Respondent fails to make the guidelines for six consecutive months after the first notification then MOREnet, at its sole discretion, can cancel the circuit with no early termination fees or other penalties.

11.2.2. Respondent must provide the full-sustained rate (capacity) for all tail circuits ordered from the customer premise through the vendor network.

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

- 11.2.3. MOREnet must have the ability to order increased circuit capacity of Respondent pricing within the existing circuit order term of same contract. The circuit expiration date for a circuit that is upgraded in-term will remain the same.
- 11.2.4. Respondent must supply industry standard termination equipment, such as smart jacks, inside the building as part of the circuit installation. State any additional installation services that are available. Indicate for each of the services whether or not additional costs would apply, and any limitations or restrictions upon the services.
- 11.2.5. MOREnet's premise equipment will use standard Ethernet ports and the Respondent must deliver the circuit to that port.
- 11.2.6. It is required that MOREnet's IP addresses be used at all sites.
- 11.2.7. MOREnet must have the ability to rate-limit bandwidth below what was ordered (i.e. 100Mbps circuit is ordered and MOREnet can rate-limit the circuit to 50Mbps). Respondent's solution must preserve this capability.
- 11.2.8. It is required that the Respondent's network does not interfere with MOREnet's ability to manage and monitor member site networks.
- 11.2.9. MOREnet marks some packets from the member sites for Quality of Service (QoS) and it is required that the Respondent honor the QoS (including CoS) settings through their network to the MOREnet PoP facility.
- 11.2.10. It is required that all tail circuits be aggregated and delivered on a one gigabit or ten gigabit Ethernet circuit to one of MOREnet's PoP facilities (see Appendix A – Network Diagram and Appendix B – MOREnet PoP Facilities for reference).

It is required that the bandwidth sum of the tail circuits does not exceed the bandwidth capacity of the aggregation circuit.

MOREnet identifies, in the RFP Pricing Pages, the PoP facility believed to be the most optimal for delivery of each site location. However, Respondent may elect to deliver aggregation circuits to any of the MOREnet PoP facilities using the Alternate PoP facility column on the Pricing Pages.

- 11.2.11. If Respondent has fee-based aggregation circuit(s), MOREnet will order aggregation circuits to the appropriate PoP facility based on capacity need. MOREnet will optimize circuit utilization in terms of bandwidth capacity and financial responsibility on such aggregation circuits and may order tail circuits to any PoP facility where Respondent offers aggregation circuits.

- 11.2.12. Aggregation circuits must be provisioned to deliver Virtual Circuits from the member site to the MOREnet PoP. Member sites must not be allowed to communicate with other member sites connected to the Respondent's network without first going through a MOREnet router at a MOREnet Primary PoP.
- 11.2.13. The Respondent must provide written notice of scheduled maintenance outage at least 72 hours prior to the maintenance. Scheduled maintenance must be done between the hours of 12:01 A.M. and 6:00 A.M. unless agreed to in advance by MOREnet.
- 11.2.14. The Respondent shall begin billing for a new circuit after successful installation of the circuit. If the Respondent notifies MOREnet that a circuit is installed and operational but MOREnet's testing verifies the circuit does not pass traffic, then that will not be considered a "successful installation."
- 11.2.15. Respondent must inform MOREnet of any cost or cancellation notice required for an individual member site circuit cancellation (not contract). Document and describe any cancellation notice requirements or fees resulting from cancellation or reduction of service for any given circuit prior to its circuit term end date.

Early Termination Cost _____

11.3. PREFERRED CRITERIA

- 11.3.1. Respondents may contact MOREnet members at the sites being bid for the purpose of performing a site audit. Site visits are to be PRE-ARRANGED with each site.
- 11.3.2. Service Outages: Respondent must provide credit in the event of an unscheduled service outage that exceeds 30 minutes. The credit will equal the amount of time the service is unavailable by individual site. At MOREnet's request, Respondent must provide a written report of any outages that exceed one hour in length within five (5) business days of the request. The report must include an explanation of the problem and a description of the actions the Respondent took to correct the problem. I
- 11.3.3. Respondent to provide firm fixed prices that meet all mandatory requirements for any or all contract periods. Prices submitted shall include **all costs**, including but not limited to, regulatory fees, administrative fees, applicable taxes and surcharges. Prices shall be firm without conditions, qualifications, or caveats. MOREnet will not accept contracts tied to tariff increases or increases in applicable regulatory fees, administrative fees, applicable taxes, surcharges or other fees.

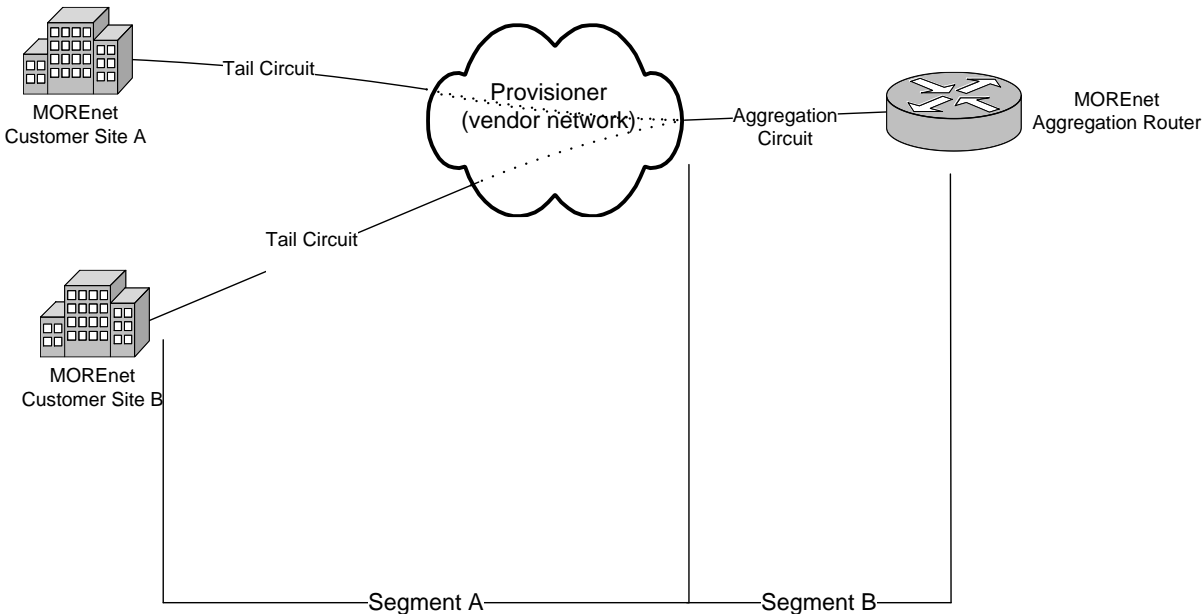
The successful Respondent(s) shall not add any additional costs to invoices. MOREnet will not pay any costs over the bid price(s). Prices shall not be allowed to fluctuate during the term of the contract.

11. PRICING PAGES

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

Pricing Pages may be found at the University of Missouri Procurement Web-Site (<https://www.umsystem.edu/ums/fa/procurement/bids>), under "open bids", RFP 23043.

APPENDIX A – NETWORK DIAGRAM



APPENDIX B – MORENET POP FACILITIES

Primary Point of Presence (PoP) Locations

MOREnet Columbia PoP Mizzou Telecom University of Missouri 920 S. College Columbia, MO 38.939123 -92.321621	MOREnet Jefferson City PoP State Data Center Truman Building 301 W. High Jefferson City, MO 38.579038 -92.176754	MOREnet Kansas City PoP Netrality Data Centers Meet-Me Room, Suite 604C 1102 Grand Blvd. Kansas City, MO 39.100779 -94.581069
MOREnet Springfield PoP Missouri State University Telecommunications Center Blair Shannon House 1001 E. Madison Springfield, MO 37.201007 -93.278912	MOREnet St. Louis PoP Netrality Data Centers Third Floor Meet-Me Room 900 Walnut St. Louis, MO 38.633470 -90.215001	

Secondary Point of Presence (PoP) Locations

Alton PoP County Road 401 Alton, MO 36.709009, -91.397681	Bolivar PoP 1397 E 490th Rd Bolivar, MO 37.538638 -93.381343	Camdenton PoP 690 Ha Ha Tonka Rd. Camdenton, MO 37.995628 -92.751782
Cape Girardeau PoP 2450 Cape Center Dr Cape Girardeau, MO 37.300622, -89.553868	Caruthersville PoP 1892 W 3 rd Street State Highway 84 Caruthersville, MO 36.204628, -89.675163	Creighton PoP 32005 Gregg Road Creighton, MO 38.531216, -94.070287
Cuba PoP 1310 State Highway P Cuba MO 38.084944 -91.396863	Farmington PoP 4050 Overall Rd Farmington, MO 37.757599, -90.449806	Fredericktown PoP Madison County Road 275 Old US Highway 67 Fredericktown, MO 37.535965, -90.306393
Kennett PoP County Rd 543 Kennett, MO 36.235520, -90.098863	Malden PoP 3028 MO-25 North Douglas St Malden, MO 36.603321, -89.968889	Marble Hill PoP County Rd 400 Marble Hill, MO 37.286534, -89.976765
Mark Twain Facility 403 North Fourth Street Hurdland, MO 40.149275 -92.303722	Marshfield PoP 18574 State Highway 38 Marshfield, MO 37.326473, -92.882407	Osceola PoP 7661 NE Highway 82 Osceola, MO 38.036526 -93.641378
Oxley PoP US-160 & State Highway JJ Oxley, MO 36.665462, -90.709014	Peculiar PoP 23217 S Moore Rd Peculiar, MO 38.699084, -94.447070	Perryville PoP 2007 S Perryville Rd S US Highway 51 Perryville, MO 37.701421, -89.895830

Poplar Bluff PoP 1239 White Oak Dr Poplar Bluff, MO 36.792939, -90.406999	Rolla PoP 1400 East. 10 th Street Rolla, MO 37.951029, -91.748820	Ste. Genevieve PoP 12923 State Route M Ste Genevieve, MO 37.934131, -90.054664
Seymour PoP 490 State Hwy C Seymour, MO 37.155645, -92.751965	Sikeston PoP 112 Larcel Dr Sikeston, MO 36.852746, -89.584329	Silva PoP Wayne County Rd 219 Silva, MO 37.183925, -90.463840
Fairview PoP 3962 S Fairview Springfield, MO 37.142063, -93.297798	Stoutland PoP 6724 State Rt T Stoutland, MO 37.820999, -92.528116	Valles Mines PoP 10021 US Highway 67 US 67 & Hwy JJ Valle Mines, MO 38.020015, -90.484851
Van Buren PoP State Route U Van Buren, MO 37.025632, -90.905246	Versailles PoP 20518 Seales Rd Versailles, MO 38.382628, -92.807751	Willow Springs PoP Railroad Dr Willow Springs, MO 36.970818, -91.937875
Winona PoP US 60 & Lindsey Rd Winona, MO 37.001011, -91.339792		

APPENDIX C – AGGREGATION CIRCUIT PRICING

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

MOREnet prefers and assumes aggregation is an innate characteristic of the tail circuit service, where the price for tail circuit and aggregation is combined. The Respondent must indicate any additional price requirements using the chart above.

REQUEST FOR PROPOSAL FORM

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
DATA TRANSPORT SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MORENET
RFP #23043
DUE DATE: NOVEMBER 15, 2022
TIME: 2:00 P.M. CDT**

The undersigned proposes to furnish the proposed items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

