RFQ Number: Q050411
RFQ Title: SERVICES- CONNECTION TO THE FRGP
RFQ Due Date and Time: June 15, 2011 5:00 p.m./Mountain Time
Number of Pages: 08

ISSUING AGENCY INFORMATION
Procurement Agent: Tim Reeme
Issue Date: May 27th, 2011
UNAVCO, Inc.
Office of Procurement Services
6350 Nautilus Drive
Boulder, CO 80301
Phone: (303) 381-7500
Fax: (303) 381-7501
Website: http://www.unavco.org/

INSTRUCTIONS TO OFFERORS
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR QUOTATION AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."
Mark Face of Envelope/Package:
RFQ Number: Q050411
RFQ Due Date: June 15, 2011
Special Instructions:
• Quotations sent by fax must have a cover sheet noting the total number of pages being sent.

OFFERORS MUST COMPLETE THE FOLLOWING
Payment Terms: Net 30 days
Offeror Name/Address:
Authorized Offeror Signatory:
(Please print name and sign in ink)
Offeror Phone Number:
Offeror FAX Number:
Offeror E-mail Address:
Offeror Web Address:

A signed W-9 must be submitted before award will be made.

IMPORTANT: SEE UNAVCO STANDARD TERMS AND CONDITIONS
http://www.unavco.org/contact-us/procurement/T1-FFPSUPPLY.pdf

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SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

UNAVCO, Inc. (hereinafter referred to as "UNAVCO") is soliciting quotations for our connection to the FRGP. A more complete description of the services/supplies sought is provided in Section 3 of this RFQ. Quotations submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 INSTRUCTIONS TO OFFERERS

1.1.1 Procurement Agent Contact Information.

Procurement Agent: Tim Reeme
UNAVCO, Inc.
Address: 6350 Nautilus Drive
Boulder, CO 80301
Telephone Number: (303) 381-7500
Fax Number: (303) 381-7501
E-mail Address: reeme@unavco.org

1.1.2 Examination of Solicitation Documents and Explanation to Offerors. Offerors are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost of goods or performance of any work. Failure to do so will be at the sole risk of the Offeror. Should the Offeror find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the Offeror shall promptly notify the Procurement Agent in writing. The Offeror making such request will be solely responsible for its timely receipt by the Procurement Agent. Replies to such notices may be made in the form of an addendum to the solicitation.

1.1.3 Interpretation or Representations. UNAVCO assumes no responsibility for any interpretation or representations made by any of its agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.1.4 Acknowledgment of Addendum. If the RFQ is amended, then all terms and conditions which are not modified remain unchanged. It is the offerer's responsibility to keep informed of any changes to the solicitation. Offerors must sign and return with their quotation an Acknowledgment of Addendum for any addendum issued. Quotations that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.1.5 Extension of Prices. In the case of error in the extension of prices in the quotation, the unit price will govern. In a lot quotation, the lot price will govern.

1.1.6 Quotation Preparation Costs. The costs for developing and delivering responses to this RFQ are entirely the responsibility of the Offeror. UNAVCO is not liable for any expense incurred by the Offeror in the preparation and presentation of their quotation or any other costs incurred by the Offeror prior to execution of a purchase order or contract.

1.2 QUOTATION SUBMISSION

1.2.1 Quotations Must Be Sealed and Labeled. Quotes must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFQ #Q050411. Quotations must be received at the receptionist’s desk of UNAVCO Procurement Office prior to 5 p.m., local time on the Due Date specified on the coversheet. All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the quotation.

1.2.2 Late Quotations. Regardless of cause, late quotations will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late quotations will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

1.2.3 Offeror Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the quotation. The offeror signature on a quotation in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude UNAVCO from obtaining the best possible supply or service.
1.2.4 Alternate Quotations. Offeror may submit alternate quotations (a quotation on supplies other than specified). Alternate quotations are considered only if the Offeror is the lowest responsible vendor on their primary quotation. Quotations must be clearly identified as "Primary" and "Alternate."

1.3 CHANGE OR WITHDRAWAL OF QUOTATIONS

1.3.1 Change or Withdrawal PRIOR to Quotation Opening. Should any Offeror desire to change or withdraw a quotation prior to the scheduled opening, the Offeror may do so by making such request in writing to the Procurement Agent listed in Section 1.1.1 above. This communication must be received prior to the date and hour of the quotation opening by a request in writing or facsimile to the Procurement Agent (e-mail notices containing prices are not allowed and will be disqualified).

1.3.2 Change AFTER Quotation Opening But Prior to Quotation Award. After quotations are opened, they may not be changed except to correct patently obvious mistakes and minor variations. The Offeror shall submit verification of the correct quotation to UNAVCO prior to the final award by UNAVCO.

1.4 QUOTATION AWARDS

1.4.1 Basis for Award. The contract, if made, will be to the responsive and responsible Offeror(s) who offer(s) the lowest cost to UNAVCO in accordance with the specifications set forth in the Request for Quotation.

1.4.2 Criteria for Evaluation (in this order):
- Ability to match as many requirements and preferences above
- Costs (installation, and ongoing)
- Service Level Agreement (at least as good as what we have with Level-3)
- Time to Deliver

1.4.3 Multiple Awards. UNAVCO reserves the right to make multi contract awards for all items, by product category, and by item within the product category, by geographical area, or by any combination of the aforementioned

1.4.4 Disqualification. The Quotation of a vendor who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will be rejected.

1.4.5 Rejection of Quotations. While UNAVCO has every intention to award a contract as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by UNAVCO to award and execute a contract. Upon a determination such actions would be in its best interest, UNAVCO, in its sole discretion, reserves the right to:
- Cancel or terminate this RFQ;
- Reject any/all/late Quotations or portions thereof; or
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any quotation; or
- If awarded, terminate any contract if UNAVCO determines adequate state funds are not available.

1.4.6 Contract Inception. A Quotation does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract.

1.5 SINGLE POINT OF CONTACT

From the date this Request For Quotation (RFQ) is issued until a Offeror is selected and the selection is announced by the procurement Agent, Offerors are not allowed to communicate with any UNAVCO staff or officials regarding this procurement, except at the direction of Tim Reeme, the Procurement Agent in charge of the solicitation. Any unauthorized contact may disqualify the Vendor from further consideration.

Contact information for the single point of contact is as follows:

IT Manager: Steve Smith
UNAVCO, Inc.
Address: 6350 Nautilus Drive
Boulder, CO 80301
Telephone Number: (303) 381-7500
Fax Number: (303) 381-7501
E-mail Address: sms@unavco.org
SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order. Failure to comply with the requirements may invalidate an offerer’s quotation for any or all items.

2.0.2 Requested Delivery Date. The Contractor shall deliver all items described in this quotation as soon as possible after receipt of purchase order from UNAVCO.

2.0.3 Shipping. Weekends and holidays excepted, deliveries shall be F.O.B. DESTINATION, to the location shown below. The term "F.O.B. destination, within the UNAVCO's premises," as used in this clause, means free of expense to UNAVCO and delivered to the location specified.

The Contractor shall:
- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this RFQ;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the RFQ;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by UNAVCO at the delivery point specified in the RFQ;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.4 Fuel Surcharge. A surcharge may be allowed, with written UNAVCO Purchasing Agent approval, when fuel prices exceed 10% of the cost of fuel at the inception of the contract. Contractor must submit fuel prices per gallon effective on a date ten calendar days prior to the quotation opening.

Contractor's unit (per mile) pricing should include an allowance for a +/- 10% variance in fuel costs. A surcharge may be requested for those fuel costs in excess of the 10% variance. In their request, Contractor must indicate new fuel price, new cost per mile and the calculations for obtaining the price (for example: correlation between miles per gallon for equipment used and new cost per gallon for fuel).

Accordingly, Contractors must offer a reduced rate to UNAVCO when fuel prices decrease below the 10% variance.

2.0.5 Delivery Location.

UNAVCO, Inc. – Eric Schaub
Shipping/Receiving Manager
6350 Nautilus Drive
Boulder, CO 80301

SECTION 3: SPECIFICATIONS AND PRICING SCHEDULE

3.0 VENDOR QUALIFICATIONS

1. Vendor shall be regularly and continuously engaged in the business of providing products and services specific to the items quotation for at least two (2) years.
3. Vendor shall send us their W9 form for 2011.
4. Vendor shall send us their Small Disadvantaged Business Certification (SDB).
6. Vendor shall possess all permits, and licenses necessary to supply product and perform services as specified under this RFQ.
7. Vendor shall provide a Certificate of Insurance.
3.1 EQUIVALENT PRODUCTS

Requirements designated in this quotation must be satisfied, or a functional equivalent quotation submitted, which is acceptable to UNAVCO. Offerors who do not meet this criterion may be disqualified from further consideration. An Offeror must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the Offeror must be clearly identified on the quotation forms.

3.2 PRICES

3.2.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this RFQ, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to UNAVCO unless specifically excluded. Quotation prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this RFQ, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified UNAVCO location(s).

3.2.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed quotation price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

3.2.3 Price Adjustment. The Procurement Agent will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of quotation and can be shown to directly affect the price of the item concerned. Requests for increases shall include documentary evidence of seller’s cost as of the date his quotation was submitted and documentary evidence of his new cost and effective date of the requested increase.

Documentary evidence includes, but is not limited to: 1) copies of manufacturer’s old price lists or evidence of prices on which quotation prices were based and copies of current price lists or base prices showing increase: or 2) copies of actual invoices. Such increases in cost to Seller by his supplier must be representative of the manufacturer’s general price increase to entire industry. The Procurement Agent will determine, through competitive market review, trade publications, independent price indexes, and/or other means, whether the requested price increase, or an alternative option, is in the best interest of UNAVCO. The vendor shall likewise offer any published price reduction to UNAVCO concurrent with its announcement to other customers. All price adjustments will be effective following approval or acceptance by the Procurement Agent. Price increases may only be requested every 365 days. Prices will remain firm for each 365 day period. Requests must be received a minimum of two weeks before the expiration of each 365 day period to become effective during the next period.

3.3 ITEM-BY-ITEM AWARD

Awards will be made on an Item-by-item basis. Failure of an Offeror to provide prices for all line items listed on the Schedule may be cause for rejection of the entire quotation. However, an Offeror may enter “No Cost” in the unit price and extended amount columns to indicate that the item is being offered at “No Cost.” If an Offeror is not quoting an item, the Offeror should so indicate by entering “No Quotation” in the unit price column and the extended price column.

OFFERER MUST RESPOND TO EACH REQUIREMENT. IF OFFERER IS PROPOSING PRODUCTS/SERVICES THAT MEET THE REQUIREMENT THEN OFFERER MUST ACKNOWLEDGE THAT IT UNDERSTANDS AND WILL COMPLY WITH EACH REQUIREMENT BY INITIALIZING THE LINE TO THE LEFT OF EACH REQUIREMENT. IF OFFERER CANNOT MEET ANY PARTICULAR REQUIREMENT, PLEASE PROVIDE DETAIL EXCEPTIONS NEXT TO THAT REQUIREMENT. OFFERERS THAT CANNOT MEET ALL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD. THIS INFORMATION MAY BE CONSIDERED FOR WRITING FUTURE QUOTATIONS’ SPECIFICATIONS.

3.4 BACKGROUND

UNAVCO is looking to connect their office to the FRGP as specified in “Section 3.6: Pricing Schedule” of this Request for Quotation. The router at CU belongs to the Front Range GigaPOP (FRGP) and is our Point of Presence (PoP)
on the Internet. Any traffic on the Internet for UNAVCO will route to the FRGP, and we need that cable from CU to 6350 Nautilus Drive to be able to receive and reply to that traffic.

3.5 SPECIFICATIONS

A. Guarantee Product – The Vendor guarantees that the product shipped will be the same product as the sample that was sent with the quotation.

B. Quality of Product – Firsts only, Seconds are NOT acceptable.

C. Equivalent Brands – Requirements designated in this quotation must be satisfied, or a functional equivalent quotation submitted, which is acceptable to UNAVCO. Offerors’ documentation which does not meet this criterion may be disqualified from further consideration.

D. Packaging – No soft packaging; product must be in sealed hard packaging such as cardboard boxes, wooden crates, etc.

3.5.1 Physical Connection – A private Gigabit Ethernet circuit is required between UNAVCO (6350 Nautilus Drive, Boulder, CO 80301) and the University of Colorado Telecommunications Building (1045 18th Street, Boulder, CO 80302). The circuit must be delivered over single mode fiber at both locations, and must be capable of customer trunking (i.e. passing customer VLANs).

3.5.2 Connection Specification – The circuit must be provisioned at 500 Megabits full duplex (500 Megabits upstream and downstream) and must be able to be modified as required by the customer at a future date. Uptime of no less than 99.9% guaranteed by a Service Level Agreement (SLA) is highly desired. The vendor should provide full details on their SLA.

3.5.3 Installation - Circuit splicing and premise installation should be coordinated ahead of time and full circuit testing shall be conducted prior to circuit acceptance. Receptacles shall be terminated at a location to be confirmed with the customer and of the ST connector type. Layer 1 and 2 connectivity tests will be conducted prior to the installation team’s departure.

3.6 PRICING SCHEDULE

Please complete the unit price, the extended price, and total below:

<table>
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<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
</table>
| 1      | A Connection to the FRGP with;  
✓ A private Gigabit Ethernet circuit from 6350 Nautilus Drive, Boulder, CO to 1045 18th Street, Boulder, CO  
✓ A partial Gigabit circuit is strongly preferred with throughput guaranteed to 500Mbits  
✓ Circuit must be capable of customer trunking (i.e. passing customer VLANs)  
✓ Information on method of delivery (prefer single mode fiber)  
✓ Information regarding the Service Level Agreement (SLA) the vendor provides  
✓ Estimated Time of Delivery | 1        | Each           | $           | $            |

Total: $
By submitting a response to this Request For Quotation (RFQ) the vendor agrees to acceptance of the following Special Terms and Conditions and any other provisions that are specific to this solicitation.

**NOTICE TO OFFERERS:** All quotations are subject to the provisions of special terms and conditions specific to this Invitation for Quotations, the specifications, and UNAVCO Terms and Conditions. UNAVCO objects to and will not evaluate or consider any additional terms and conditions submitted with an Offeror response. This applies to any language appearing in or attached to the document as part of the offerer's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of UNAVCO.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of UNAVCO. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for quotations, small purchases, or limited solicitations ONLY if they are completely received by UNAVCO Procurement Agent prior to the time set for receipt. Quotations or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement Agent.

**FAILURE TO HONOR QUOTATION/PROPOSAL:** If an Offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, UNAVCO may, in its discretion, suspend the Offeror for a period of time from entering into any contracts with UNAVCO.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**TAX EXEMPTION:** UNAVCO is exempt from Federal Excise Taxes.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by UNAVCO. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**IRS W-9:** In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with UNAVCO Procurement Office.

**PURCHASING CARD:** UNAVCO has a Purchasing Card Program in place that gives employees the ability to charge purchases made from these contracts. UNAVCO prefers this method of payment.

**CONTRACT TERMINATION**

**Termination for Cause.** UNAVCO may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform this contract.

**Reduction of Funding.** UNAVCO must terminate this contract if funds are not appropriated or otherwise made available to support UNAVCO's continuation of performance of this contract in a subsequent fiscal period.