



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-15-0068	Buyer: Kimberly Fairchild kimberly.fairchild@dfa.arkansas.gov
Commodity: High Bandwidth Transport and Internet Agency: Department of Information Systems	Bid Opening Date: March 9, 2015
Date Issued: February 9, 2015	Bid Opening Time: 2:00pm Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE IFB NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<u>MAILING ADDRESS:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	<u>BID OPENING LOCATION:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp
(check one):	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government/ Nonprofit

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000702001

1. MINORITY BUSINESS POLICY

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

- ☐ African American ☐ Hispanic American ☐ American Indian ☐ Service Disabled Veteran
☐ Asian American ☐ Pacific Islander American

Arkansas Minority Certification Number _____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, **but should also be included as a hard copy accompanying the solicitation response.** The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that **must** also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders **must** certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

4. TECHNOLOGY ACCESS

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet

information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor **must** provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency **must** procure the product that best meets the standards or provide written documentation supporting selection of a different product.

5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

6. ALTERATION OF ORIGINAL IFB DOCUMENTS

The original written or electronic language of the IFB documents shall **not** be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it **must** be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared "non-responsible," and the response shall **not** be considered.

7. REQUIREMENT OF AMENDMENT

THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and have responded to, any and all amendments to the IFB prior to submission. There will be no addendums to a bid 72 hours prior to the IFB opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

8. DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bids received at the Office of State Procurement after the date and time designated for bid opening shall be considered late and shall **not** be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

9. ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to, and shall **not** consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response, **that conflict with mandatory terms and conditions required by law**. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a bid, shall be grounds for rejecting a bid.

10. ANTICIPATION TO AWARD

After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php.

11. PAST PERFORMANCE

In accordance with provisions of the State Procurement Law, specifically OSP Rule R7:19-11-229(2)(E), a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and **must** be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

12. VISA ACCEPTANCE

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

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13. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this bid.

14. CURRENCY

All bid pricing **must** be United States dollars and cents.

15. LANGUAGE

Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Information Systems (DIS) to obtain pricing and contracts for telecommunications services. The services are designed to be used to support the Arkansas Department of Education (ADE) and any E-Rate eligible entities in Arkansas including but not limited to K-12 schools and educational service cooperatives.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Kimberly Fairchild at (501) 324-9316 or by email at kimberly.fairchild@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

- A. During the time between the bid opening and contract award(s), any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
- B. Vendor(s) **must** submit one (1) signed original IFB response on or before the date and time specified on page one of this IFB. Vendors should submit three (3) complete copies (marked copy) and four (4) electronic copies of the IFB response, preferably in MSWord/Excel format, and preferably on a flash drive, on or before the date specified on page one. Additionally, vendor(s) should submit one (1) electronic copy of the redacted response (see 1.8 Proprietary Information). Bid responses should be page numbered.
- C. For a bid to be considered, an official authorized to bind the vendor(s) to a resultant contract **must** have signed the bid.
- D. All official documents and correspondence shall be included as part of the resultant contract.
- E. Bidder(s) should ensure all copies and all media are identical to the bidder's hard copy original bid.
- F. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids **will** be rejected for one or more reasons not limited to the following:
 1. Failure of the vendor(s) to submit his bid(s) on or before the opening date deadline established by the issuing office.
 2. Failure to sign an Official IFB Document.
 3. Any wording by the vendor(s) in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 4. Failure of any proposed goods or service to meet or exceed the specifications.

1.4 BID FORMAT

Any statement in this document that contains the word "**must**" or "shall" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent **will** cause the bid to be

rejected. Reference to handbooks or other technical materials as part of a response **must** not constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

The resulting contract will be a term contract. The initial contract term of any resulting contracts shall be five (5) years. Upon mutual agreement by the contractor and OSP, the contract may be renewed (voluntary extensions) on a year-to-year basis, for up to two (2) additional one-year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS

A. All invoices shall be forwarded in duplicate to:

Arkansas Department of Information Systems
Attention: Accounts Payable
P.O. Box 3155
Little Rock, AR 72203-3155

Or the appropriate ordering and billed entity as specified by the Purchase Order or the State Work Order.

B. Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of delivery and acceptance of any goods or services. Payment **will** be made only after the contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole. Vendors should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

C. Vendor(s) **must** be registered to receive payment and future bid notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

1.7 RECORD RETENTION

A. The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and specified by the State of Arkansas Law. Upon request, access will be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records shall be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for ten (10) years from expiration date and final payment on the contract or extension thereof. DIS understands that the ten (10) year record retention requirement is not standard practice, but is a requirement of the Federal E-Rate program and **must** be met.

1.8 PROPRIETARY INFORMATION

A. Proprietary information submitted in response to this IFB will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the IFB become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information.

- B. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and preferably should be submitted flash drive. CD's will also be acceptable. Except for the redacted information, the redacted copy **must** be identical to the original hard copy.
- C. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- D. If a redacted copy is not included, the entire bid **will** be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 CONTRACT INFORMATION

- A. The State of Arkansas may not contract with another party:
 - 1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
 - 2. To indemnify and defend that party for any liability and damages.
 - 3. Upon default, to pay all sums to become due under a contract.
 - 4. To pay damages, legal expenses or other costs and expenses of any party.
 - 5. To continue a contract once the equipment has been repossessed.
 - 6. To conduct litigation in a place other than Pulaski County, Arkansas
 - 7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
 - 1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- 2. Include in its contract that the laws of the State of Arkansas govern the contract.
- 3. Acknowledge that contracts become effective when awarded by the State Procurement Official.
- C. The State of Arkansas may contract with another party:
 - 1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 - 2. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.11 CONDITIONS OF CONTRACT

The successful vendor(s) shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.12 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but **will not** be liable in the event of loss, destruction or theft of vendor-owned items to be delivered or to be used in the installation of deliverables and services. The vendor is required to retain total liability until deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The Contractor's liability for damages to the State shall be limited to the value of the Contract or (\$100,000), whichever is higher. The foregoing limitation of liability shall **not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall **not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Nothing in these terms and conditions shall be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in

contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly.

1.13 PUBLICITY

News release(s) by a vendor(s) pertaining to this IFB or any portion of the project shall **not** be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is complete.

1.14 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.15 AWARD CRITERIA

- A. Bids **must** meet or exceed all defined specifications.
- B. Bids **must** meet all terms and conditions of this Invitation for Bid (IFB) and the laws of the State of Arkansas.
- C. Awards will be based on the lowest cost provided by a responsible and responsive bidder as specified. See section 2.15 for specific details regarding how low cost shall be determined.
- D. Awards will be based on a per location, segment, or component of service basis as described in the IFB and Official Price Sheet.
- E. The lowest cost for each location, segment, or component of service will be determined by the average cost per megabit per second (Mbps) over the life of the contract, including installation and any construction cost not specifically waived.
- F. Secondary awards may or may not be selected for the bidder with the second lowest average cost per Mbps per location, segment, or component as described in the IFB and Official Price Sheet. If awarded, service(s) may or may not be procured from the secondary vendor.

1.16 DELEGATION AND/OR ASSIGNMENT

The vendor shall **not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall **not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.17 COST

- A. All charges **must** be included on the Official Price Sheet and **must** include all associated costs for the services being bid.
- B. On the Official Price Sheets, taxes and fees **must** be listed separately from the price bid for service, construction, etc. The vendor **must** provide a representative example of the taxes and fees that will be charged to the customer on Official Price Sheet Table 23. Table 23 may be modified and expanded.
- C. Vendor(s) should provide at least one version of their electronic pricing response that is not password protected and does not contain any locked cells within their submitted electronic copy of their pricing response. OSP may use the vendor's electronic pricing response to develop pivot tables and other analyses that require unrestricted access to the vendor's electronic pricing response.

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- D. Bid pricing **must** be valid for sixty (60) days following IFB opening to allow sufficient time to evaluate bids.
- E. The State **will not** be obligated to pay any costs not identified on the Official Price Sheet(s).
- F. Any cost not identified by the vendor but subsequently incurred in order to provide the services proposed shall be borne by the vendor.
- G. Official Price Sheets may be reproduced as needed.
- H. Vendors(s) may expand items to identify all proposed services. A separate listing of additional proposed services, which **must** include pricing, may be submitted with summary pricing.
- I. If, during the term of the contract and any extensions, there are any changes to legally mandated and/or required charges, fees, taxes or other costs that the vendor **must** pass through to the customer, the vendor **must** first provide notice of same to the customer, said notice **must** be delivered no later than ninety (90) days prior to any proposed change, and **must** include (a) the citation to the specific law, ruling, order, regulation or authorizing action, (b) a copy of the document establishing the change, and (c) an explanation of how the change is or will be calculated and applied to the pricing model.
- J. In addition, vendors have the option of recovering certain administrative costs related to the Universal Service Fund, some of which are addressed in FCC Order 02-329, and other optional charges, such as, but not limited to, the Access Recovery Charge (ARC), and others related to the Connect America Fund (CAF) and Inter-carrier Compensation Reform (ICC) addressed in FCC Order 11-161. Should the vendor elect to assess any such optional charges, fees or other costs of any kind permitted by the above-referenced FCC Orders or any other statute, order, rule or regulation, the vendor **must** first provide notice of same to the customer, said notice **must** be delivered no later than ninety (90) days prior to any proposed change, and **must** include (a) the citation to the specific law, ruling, order, regulation or authorizing action, (b) a copy of the document establishing the change, and (c) an explanation of how the change is or will be calculated and applied to the pricing model. No increase or other adjustment of any charges or costs shall be allowed during the term of the contract and any extensions without the consent of the customer.
- K. The pricing for services awarded shall be examined at twenty-four (24) months following contract award and at the time of any subsequent contract renewals. If it is determined by DIS that market pricing has dropped, the contractor **must** negotiate new pricing with DIS at that time. At no time shall the pricing for any awarded services increase from awarded pricing.
- L. There are multiple pricing tables on the Official Price Sheet. Vendor **must** provide pricing on all tables which specify that pricing is required. Vendor is not required to provide pricing on tables that are specified as optional. See section 2.14 Figure F for information regarding requirements for completing the Official Price Sheet.

THE ACCOMPANYING EXCEL FILE CONTAINS THE OFFICIAL PRICE SHEETS.

1.18 DELIVERY AND PROVISIONING OF SERVICE:

- A. The agency requires service delivery within the periods shown in Figure A below after receipt of the order (ARO). Extended delivery dates may be considered when in the best interest of the state, including situations involving crossing public rights-of-way. DIS shall have final determination into which of the following scenarios a service falls.

Figure A, Installation Intervals

Scenario	Time to service interval	Deadline for Extension Request
Existing Fiber to site (if owned by awardee) or direct line of sight available for Fixed wireless or other technology	Up to 30 calendar days	Up to day 15 ARO
Minor Build includes locations with spare fiber to the customer demarcation point and no major equipment installation is required by the awardee in the Central Office (CO) or inter-office.	Up to 60 calendar days	Up to day 15 ARO
Major Build includes locations where construction is required including up to half mile of new fiber, multiple splice points and/or placing CO or inter-office equipment.	Up to 90 calendar days	Up to day 60 ARO
Complex Build includes locations involving permits, conduit, and more than a half mile of new fiber and/or major central office projects including installing core routers	Up to 240 calendar days	Up to day 210 ARO

- B. If, after the vendor has accepted the order, the vendor's interval is in excess of the requested number of calendar days for any scenario in Figure A, the vendor **must** detail, in days, the various time components comprising the vendor's interval when requesting an extension of time in order to substantiate the request and track progress during the extended interval. For example:

0-5 days - Order processing and acknowledgement
 6-10 days – Facilities review
 11-20 days – Facilities engineering
 21-90 days – Facilities construction, fiber placement, and splicing
 60-120 days – CO equipment installation and inter-office facility build
 121-140 days – Service installation, testing, and turn-up.

The vendor **must** supply all available detail as determined by DIS when requesting an extension.

- C. It is understood and agreed between the State and Contractor that time is of the essence and that for each calendar day of delay beyond the stated interval ARO and after due allowance for reasonable extension of time upon request and mutually agreed upon in writing and through a maximum of sixty (60) calendar days, DIS shall withhold from Contractor's compensation the sum of: Monthly Contract Rate divided by 30 (daily rate) X 50% X number of days beyond due date interval. It is understood between the State and the Contractor that such sum shall be treated as remedies and not as a penalty. If the Contractor has voluntary Installation Service Level Agreement provisions which exceed this requirement, they may offer those provisions in place of other remedies being assessed. **Do NOT include any SLAs in response to this bid.**
1. The contractor **must** submit weekly jeopardy reports to the customer Project Manager or designee.
 2. Awardees **must** make the request for an extension on or before the stated **Deadline for Extension Request** in Figure A above.
- D. Installation due date shall be defined as the actual agreed upon date that the services **must** be made available to the customer. Exceptions to this include any delay, failure in performance, loss, or damage due to Force Majeure events described in this IFB, or other causes beyond such party's reasonable control as well as

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customer applications, equipment, or facilities problems. DIS shall have final determination of any qualifying exception.

- E. If any agreed upon or established due date or interval is subject to being missed by more than three (3) business days, the customer will be notified within two (2) business days of the original due date and a new due date shall be negotiated.
- F. A planned due date **must** be established, and provided to the customer in writing, for tracking purposes for all orders.
- G. If an acceptable due date cannot be established, the agency shall have the right to cancel the order and alternate methods of procurement may be pursued by the agency.
- H. All deliveries **must** be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice by email of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- I. Loss or damage that occurs during shipping, prior to the order being received by the agency shall be the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.
- J. "Business days" shall be defined as Monday through Friday of each week exclusive of all official State holidays.
- K. The agency shall have the right to have vendor equipment delivered to the end user service address or to the DIS central warehouse at:
Arkansas Department of Information Systems
2201 Brookwood Dr
Suite 104
Little Rock, AR 72202

Or other ordering entity address as specified. This option will be communicated in the agency's work order/purchase order.

1.19 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) or services shall be made within 30 days of receipt or turn-up. The customer shall have the option to return or refuse any product(s) or service(s) within the 30 day timeframe for any reason. Bid **must** include a "total satisfaction" policy for all products and services and shall not impose any liability on the State for such returns or refusal of service acceptance.

1.20 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State shall have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.
- B. The State shall only be responsible for payment of fees and charges through the date of termination.
- C. Any unamortized nonrecurring cost as allowed by Arkansas Law will be paid to the vendor based on 36 month amortization per Section 1.10 B.1.e CONTRACT INFORMATION of this IFB.

1.21 ADDITIONAL REQUIREMENTS (LICENSE AGREEMENTS / SLA /SERVICE REQUEST DOCUMENTS):

- A. The State shall **not** accept or execute any vendor's license agreements, service agreements, or Service Request documents. **Do not include any such documents in the bid response.** The IFB and the awarded vendor's bid response to the IFB, and any clarifications (if necessary) shall represent the entire agreement for the provisions of products and services required herein. The vendor **will** receive orders from the appropriate State entity in the form of a document such as Purchase Order or Work Order.
- B. Any language or provisions contained in any of the vendor's or third party's web application "click-through" licensing agreement(s) shall **not** have force or effect and shall be nonbinding if such language or provision conflict with the terms and conditions of this IFB. The terms and conditions of this IFB shall supersede and govern in the event of conflict with the language or provisions contained in any of the vendor's or third party's web application "click-through" licensing agreement(s).

1.22 FORCE MAJEURE:

Except for payment of amounts due, neither party **will** be liable for any delay, failure in performance, loss, or damage due to fire, explosion, cable/fiber cuts, power blackout, earthquake, flood, tornados, embargo, acts of civil or military authority, war, terrorism, acts of God, acts of public enemy, acts of regulatory or governmental agencies, delays from third parties deterring the vendor from obtaining necessary licensing/construction permits/right of ways, or other causes beyond such party's reasonable control.

1.23 CERTIFICATION:

Vendor(s) **must** certify that all goods, installation/maintenance/support personnel, etc. to fulfill the requirements of this IFB and any resulting contract(s) **will** be provided at no additional cost above the bid price on Official Price Sheet. All goods proposed **must** be new, the latest technology, in current production, demonstrable and eligible for current maintenance service/support.

1.24 CONFIDENTIALITY

Vendor(s) shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.25 PROCUREMENT TIMELINE

Figure B, Procurement Timeline

Event	Date
IFB Issued	Monday, February 09, 2015
Due date for written questions	Friday, February 13, 2015
Due date for written answers*	Friday, February 20, 2015
Due date for responses, Bid opening	Monday, March 09, 2015

*Anticipated dates

SECTION 2 -PROJECT REQUIREMENTS

2.1 PROJECT CONCEPT

- A. This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Information Systems (DIS) to obtain pricing and contracts for telecommunications services. The services are designed to be used to support the Arkansas Department of Education (ADE) and any E-Rate eligible entities in Arkansas including but not limited to K-12 schools and educational service cooperatives.

Consistent with the State of Arkansas' commitment to public-private partnerships, DIS is seeking bids from private sector vendors for a variety of network options.

- B. DIS seeks bids for connectivity from school district hubs to vendor aggregation locations, between vendor aggregation locations and state aggregation sites, and connectivity between two or more state aggregation sites.
- C. DIS will utilize up to eleven (11) state aggregation sites, geographically dispersed throughout Arkansas, and encourages vendors to bid service to as many of those state aggregation sites as possible. This will allow vendors more flexibility in their bid response, and result in the most cost-effective overall solution for the state.

These state aggregation sites include two (2) state data centers, a public university, and eight (8) Arkansas Research & Education Optical Network (ARE-ON) huts. The ARE-ON huts are state assets with environmental controls, physical security, battery power, emergency generators, twenty-four hour access, and other elements needed for the latest technology and network designs.

- D. Additionally, DIS seeks bids for connectivity between school district hubs and other school buildings within those districts, creating Metropolitan Area Networks (MANs).
- E. DIS also seeks bids for high bandwidth Internet service to the state aggregation sites.

2.2 PROJECT BACKGROUND

- A. DIS intends to obtain, for the duration of this contract, services that reflect the industry's latest technology. DIS recognizes that there will be technological modifications and improvements that will become available during the life of this contract that will be unavailable on the date of contract award. Contractor(s) may make upgrades consistent with the contract; however, all items offered under this contract **must** remain within the scope of the contract in discount and functionality.
- B. The State Educational Technology Directors Association (SETDA) and Federal Communications Commission (FCC) have recommended minimum targets for K12 bandwidth in preparation for future demand. SETDA/FCC recommends 2014-2015 bandwidth requirements of 100Kbps per user for each school district. The vendor's provided network **must** have the capacity to provide concurrent access to world-class educational content for all students and staff with the ability to grow and adapt to meet future demands. This IFB will provide the infrastructure to allow the State to purchase broadband access while keeping ahead of future demand. The recommendations call for schools to provide a minimum circuit capacity of 1Mbps per user in the 2017-2018

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school year. This is not intended to represent actual Internet access bandwidth usage. It is unclear what bandwidth needs will follow 2018.

- C. The circuit bandwidth specified for each site was determined using the matrix below. The Official Price Sheets list the speeds required for 100Kbps per user, 1Mbps per user, and all common speeds in between. The minimum speed listed for school district hubs on Official Price Sheet Table 5 is 100Mbps. The minimum speed listed for MAN locations on Official Price Sheet Table 6 is 50Mbps. All school district hubs listed on Official Price Sheet Table 5 include speeds up to at least 1Gbps.

Figure C, User Counts and Bandwidths

100Kbps Per User		1Mbps Per User	
User Count	School District Bandwidth at 100Kbps per User	User Count	School District Bandwidth at 1Mbps per User
1 – 499	50 Mbps	1 - 499	500 Mbps
500 - 999	100 Mbps	500 - 999	1 Gbps
1000 - 1499	150 Mbps	1000 - 1999	2 Gbps
1500 - 2499	250 Mbps	2000 - 2999	3 Gbps
2500 - 4999	500 Mbps	3000 - 3999	4 Gbps
5000 - 9999	1 Gbps	4000 - 4999	5 Gbps
10000 - 19999	2 Gbps	5000 - 5999	6 Gbps
20000 - 29999	3 Gbps	6000 - 6999	7 Gbps
30000 - 39999	4 Gbps	7000 - 7999	8 Gbps
40000 -49999	5 Gbps	8000 - 8999	9 Gbps
		9000 - 9999	10 Gbps
		10000 - 14999	15 Gbps
		15000 - 19999	20 Gbps
		20000 - 24999	25 Gbps
		25000 - 26999	30 Gbps

- D. DIS intends to design the services that are bid and awarded into the most cost effective configuration. The preferred network design is connecting each school district hub to a state aggregation site; however, if this design is not available for a particular address, Direct Internet Access (DIA) may be bid to the customer site.
- E. Given the extended term of this contract and the economic development and business opportunities created through the build-out of fiber optic facilities, DIS prefers that special construction charges be waived. If special construction charges are not waived, contractor(s) **must** substantiate the construction cost in writing to DIS prior to the start of the construction for approval. Additionally, where special construction charges apply, the contractor **must** amortize the charges over 36 months.
- F. Existing contracts shall **not** be voided or canceled without explicit written consent from the applicable school district or agency and the current service provider, as permitted in any applicable contract terms and conditions. Participation in any services resulting from this IFB will be phased in based on current contract expiration dates, with the coordination of all parties involved and final determination by DIS.

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G. DIS requires full clarity on expected costs and understands that many school districts have current contracts for some of the services solicited in this IFB. DIS anticipates two phases of implementation. Schools in the first phase either have contracts that expire in 2015 and 2016, or are in rural areas that are historically underserved. The second phase contains the school districts with contracts expiring beyond 2016. Anticipated service start date will be July 1, 2015 for Phase 1 districts that are either not currently on contract or with contracts expiring in 2015. The remainder of the service start dates will vary depending on existing contracts and will be determined by mutual agreement of involved parties at a later date with DIS having final determination. If a bidder already provides transport or Internet services to a school district and the bidder is awarded services as a result of this IFB, the bidder may offer the awarded services and pricing to that school prior to the designated start date.

H. The eleven (11) state aggregation sites are listed below in Figure D:

Figure D, State Aggregation Sites

Location Code	Location Name	Address	City	Zip	NPA/NXX
ALMA	ARE-ON Alma	6803 Alma Hwy	Van Buren	72956	479/474
FYVLAREE	University of Arkansas Band Building	345 N Garland	Fayetteville	72701	479/442
HOPE	ARE-ON Hope	#1 358 Hwy 174 N	Hope	71801	870/777
HRSN	ARE-ON Harrison	1701 Pioneer Drive	Harrison	72601	870/741
LTRKAR42	Little Rock MAC Building (DIS)	1 Capitol Mall	Little Rock	72201	501/372
LTRKARXZ	Little Rock Data Center West (DIS)	11025 Anderson Drive	Little Rock	72212	501/225
MNTI	ARE-ON Monticello	112 Service Street	Monticello	71655	870/367
MTHO	ARE-ON Mountain Home	195 High Avenue	Mountain Home	72653	870/425
NLRK	ARE-ON North Little Rock	2809 Eanes Road	North Little Rock	72117	501/758
NWPT	ARE-ON Newport	3714 Comet	Newport	72212	870/523
PNBL	ARE-ON Pine Bluff	2300 W 18 th Ave	Pine Bluff	71603	870/534

- I. DIS understands that some of the state aggregation sites are owned by the Arkansas Research & Education Optical Network (ARE-ON). These locations were funded by the Broadband Technology Opportunities Program (BTOP) grant money, and therefore are subject to the following program requirement: "Recipients should allow collocation by interconnecting parties, on a first-come, first-served basis, in any equipment or facilities funded by BTOP, where and when possible. Recipients should expect customers to request a variety of collocation services, including secured space separated from the owner's equipment, 24 hour access, escorted or unescorted access, and AC and/or DC."
- J. Bidder(s) may find additional information regarding the BTOP program and applicable rules at the following link: http://www.ntia.doc.gov/files/ntia/publications/fr_bbnofa_090709.pdf

- K. Figure G at the end of this IFB contains a high level network diagram. The diagram is provided for descriptive purposes only and shall not alter or supersede the requirements set forth in this IFB.

2.3 ETHERNET OR OTHER TECHNOLOGY CONNECTIVITY TO SCHOOL DISTRICT HUBS

If a vendor bids transport service from a school district hub to a vendor aggregation location (Official Price Sheet Table 5), then the vendor **must** bid transport service from the vendor aggregation location to a state aggregation site (Official Price Sheet Table 8). Vendors **must** bid both of the following connections as part of this category of service:

1. School district hub to vendor aggregation location (Official Price Sheet Table 5).
2. Vendor aggregation location to a state aggregation site (Official Price Sheet Table 8).

Vendors bidding on this service **must** bid Ethernet or other comparable technology for connectivity from the school district hub to a vendor aggregation location, then from the vendor aggregation location to a state aggregation site. Vendors may bid on connecting to one, some, or all of the state aggregation sites listed in the IFB, but **must** establish connectivity in the most cost effective manner possible. The cost for this connectivity **must** be shown on Official Price Sheet Table 5 and Official Price Sheet Table 8. Service will be terminated in state-provided routers or vendor-managed service routers located in state aggregation sites.

- A. Vendor(s) should choose one, some, or all of the eleven (11) state aggregation sites listed in Figure D above as their transport end point for any of the location addresses. Vendor(s) should choose state aggregation points that produce the most cost-effective solution for each location address.
- B. The state encourages vendors to bid from their aggregation locations to as many state aggregation sites as possible on Official Price Sheet Table 8.
- C. If awarded multiple school district hub addresses, the vendor **must** consolidate transport from multiple school district hubs on the connection between the vendor aggregation location and the state aggregation site.
- E. If the vendor cannot provide Ethernet connectivity as described above, vendors may bid dedicated Internet access (DIA) to the school district hub on Official Price Sheet Table 5. DIA **will not** be awarded for a school district hub unless that address receives no responsive, responsible bids for Ethernet transport.
- F. If bidding DIA, vendors are not required to bid the corresponding vendor aggregation location to state aggregation site (Official Price Sheet Table 8).
- G. Vendors are encouraged to waive special construction costs for school district hub connections. See instructions tab on the Official Price Sheet for Tables 5 and 8 related to special construction cost for Tables 5 and 8.

2.4 METROPOLITAN AREA NETWORKS (MANs)

A. It is understood that some districts encompass multiple exchanges or vendor service areas, and some districts face geographic challenges. To overcome these challenges, DIS will accept bids for alternate technologies, including:

1. Switched Ethernet,
2. Dark fiber point-to-point,
3. Fixed wireless
4. Ethernet point-to-point.

B. MANs should be established and bid in the most cost effective manner possible.

C. Vendors may bid on one, some, or all connections listed. For every location bid, the vendor **must** bid all speeds listed on the Official Price Sheet Table 6.

D. Vendors are encouraged to waive special construction costs for MAN connections. See instructions tab on the Official Price Sheet for Table 6 related to special construction cost for Table 6.

2.5 **BACKBONE TRANSPORT (STATE AGGREGATION SITE TO STATE AGGREGATION SITE)**

A. For vendors bidding backbone transport, the cost for each segment **must** be included on Official Price Sheet Table 9.

B. Vendors may bid one, some, or all connections listed on Official Price Sheet Table 9.

C. For every backbone segment bid, vendors **must** bid all bandwidths listed on Official Price Sheet Table 9.

D. Vendors are encouraged to waive special construction costs for backbone transport. See instructions tab on Official Price Sheet for Table 9 related to special construction cost for Table 9.

2.6 **HIGH BANDWIDTH INTERNET ACCESS**

A. Vendors are requested to provide pricing for Internet access including transport to the state aggregation sites on Official Price Sheet Table 17. The Internet services in this component of the IFB are intended to supplement existing contracts for Internet access at existing state aggregation sites. This IFB will provide higher bandwidths and more points of presence than what exists under current contracts. Higher Internet access bandwidth is needed to support increased bandwidth demand and needs of the end users. The vendor **must** provide symmetrical business grade direct Internet. Vendors may bid one, some, or all locations. For each location bid, a vendor **must** bid all speeds listed as required, and is encouraged to bid all speeds listed as optional for that location.

B. The vendor's routers **must** peer via Border Gateway Protocol version 4 (BGP4) with the State routers.

C. The successful vendor(s) **must** advertise State owned IPv4 and IPv6 address ranges.

D. The State shall administer the IP addresses in the State's own IP address ranges.

- E. Any routing protocols shared will require authentication, DIS will provide the vendor with a shared key that will be configured on all neighboring connections.
- F. DIS requires that the vendor be either a Tier-1 level provider or a Tier-2 level provider with a minimum of three geographically diverse BGP4 based hand-offs to two or more Tier-1 level providers each with a minimum speed of 10Gbps.
- G. Vendors are encouraged to waive special construction costs for Internet service. See instructions tab on Official Price Sheet for Table 17 related to special construction cost for Table 17.

2.7 SERVICE TECHNICAL REQUIREMENTS

- A. The proposed telecommunications services **must** support the transport of the existing applications and related data currently being utilized by the Arkansas K-12 community. The contractor's proposed solutions(s) **must** allow the existing applications to function normally and perform properly, including but not limited to:
 - 1. H.323/HD video
 - 2. Internet access
 - 3. High Volume Database transmission
 - 4. Network Monitoring
 - 5. Security Monitoring
 - 6. Content Filtering
 - 7. Specific education applications currently supported by ADE:
 - a. ATLAS
 - b. Eschool
 - c. Efinance
 - d. ACSIP
 - e. Ed-Fi Dashboards
 - f. AETN Professional Development
 - g. On-line Testing (PARCC)
 - h. Arkansas iTunes U
 - i. ADE Data Center
 - i. School Stats
 - ii. School Information System
 - iii. Ad Hoc Reports
 - iv. Course Code Management
 - v. Job Code Management
 - vi. Duplicate Enrollment
 - vii. School Board Hours
 - viii. Standards of Accreditation
 - j. Virtual Arkansas/Distance Learning
 - k. ATLAS (Mentoring)
 - l. Arkansas Educator Licensure System (AELS)
 - m. Teacher Eval (TESS)
 - n. Video (Discovery Learning, You Tube, Kahn Academy)
 - o. Learning Management Software (Blackboard, Moodle, etc)
 - p. Interim/Formative Assessment (Target, NWEA, TLI)
 - q. Online Lessons (Odyssey, Compass Learning, Plato, etc)

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- r. General Internet for Research
- s. Online Textbooks/Library Books
- t. BYOD Initiatives
- u. Triand
- v. District Report Cards
- w. School Dude
- x. Master Plan Tool
- y. Child Nutrition Claims Software
- z. Email

- B. The equipment proposed and provided by the contractor(s) **must** support virtual private network traffic between the schools and the state aggregation sites for some of the above applications as determined by DIS.
- C. The network handoff for all Ethernet connections **must** follow the following requirements:
 - 1. 100Mbps and below shall be 100BaseT (copper) connections
 - 2. Between 100Mbps and 1Gbps shall be 1000BaseSX unless specified differently by the customer when the service is ordered.
 - 3. Greater than 1Gbps shall be 10GBase-SR unless specified differently by the customer when the service is ordered.
 - 4. Where physical link speed is greater than ordered bandwidth Vendor rate limiting is acceptable.
- D. The contractor's provided telecommunications services **must** be compatible with customer public or private IPv4 and IPv6 addressing. The network **must** support the participation of customers that use private network addresses.
- E. As an additional miscellaneous service, DIS invites bids on managed router and firewall service. The proposed managed service **must** include the transport, equipment, and management services necessary to provide an end-to-end solution for the district, where the provider owns the problems associated with the telecommunications services. At the determination of DIS, this service may be used in some, but not all, locations depending on the needs and existing equipment currently available at each service location. The hardware provided by the vendor **must** be sized appropriately for the specified site bandwidth and include at a minimum:
 - 1. Network Address Translation (NAT), one-to-one NAT and one-to-many (overload) NAT
 - 2. Dynamic Host Configuration Protocol (DHCP)
 - 3. Full (100%, not sampled) Netflow version 5 or equivalent exported to DIS Netflow collector, DIS will provide flow collector IP address.
 - 4. Syslog export
 - 5. Stateful firewall functionality (keeps track of the state of network connections, they typically dynamically permit packets responding to a known active connection, and permit for rules that will allow or deny specific inbound traffic based on firewall rules configured).
 - 6. The firewall services provided **must** support concurrent use by the full population at each serviced location without noticeable performance impact, as defined by DIS.

7. The firewall services **must** also support the creation of standards compliant (e.g., IPsec, PPTP etc.) site-to-site Virtual Private Networks (VPN) to VPN termination points provided by DIS
8. When bidding managed router service for DIA sites Intrusion Protection Service (IPS) is desired. IPS **must** support the Reputation Digital Vaccine (RepDV) or equivalent service.
9. Firewall requirements **must** be met with either firewall features included in a customer premise router or a standalone appliance at the customer premise.
10. Site configuration change requests (firewall rule or router changes) initiated by Network or Security personnel who have been authorized by DIS **must** be completed within 24 hours unless otherwise authorized in writing by the customer. Contractor(s) **must** submit a written description the applicable change process and expected response times no later than thirty (30) days following contract award.
11. For monitoring and troubleshooting purposes of managed services, the following shall be provided to DIS:
 - a. Syslog export, normal operation shall be logging at the Informational level and if needed **must** increase to Debug level when the situation demands it. Syslog export **must** be sent to State provided Syslog server IP address. Syslog **must** include firewall denies.
 - b. Full (not sampled) Netflow version 5 or equivalent exported to DIS Netflow collector, DIS will provide flow collector IP address.
 - c. SNMP read only access to Layer 3 terminating device at customer premise. State will provide IP addresses of devices that will be polling the customer premise equipment.
 - d. In some cases DIS may request specific SNMP traps to be enabled and exported to DIS provided SNMP applications. If requested, vendor **must** provide such.
- F. For bandwidths greater than 10Gbps, vendor(s) may propose multiple 10Gbps handoffs with port channels or singular handoffs with higher capacities to accommodate the specified bandwidth. Vendor(s) **must** propose the most cost effective solution.
- G. For bandwidths greater than 1Gbps up to 10Gbps, vendors **must** provide a 10Gbps handoff rate limited to the requested CIR.
- H. The basic design for this network is one that will, at some sites, support applications that require minimal loss and low latency. Data in this Class of Service shall be provisioned in a priority queue conducive to delay-sensitive applications. DIS is currently utilizing only two priority queues, "EF" and "AF31" along with the standard "Best Effort" class. Future applications may require utilization of additional priority queues. The vendor's infrastructure will honor and act upon packets or frames with traditional QoS or CoS markings. The vendor **must** support a minimum of four (4) priority queues and the "best effort" class. Official Price Sheet Table 10 may be expanded and modified by the vendor to show all the options and cost for the features associated with the service bid.
- I. DIS prefers Layer 2 connectivity, where a vendor **must** provide Layer 3 services (an example would be where vendor has their own aggregation router in a managed router environment) routing tables will have to be

exchanged from the vendor's hardware to DIS aggregation routers.

1. DIS will utilize open standard routing protocols, OSPF is the preferred protocol.
2. Any routing protocols shared will require authentication, DIS will provide the vendor with a shared key that will be configured on all neighboring connections.
3. DIS will determine OSPF areas and provide that information to the vendor for proper neighbor configuration.

J. As additional miscellaneous services, the vendor is encouraged to bid Web Use Only Internet Content Filtering for Internet service bid. The cost for this service, if bid, is to be shown on Official Price Sheet Table 16. The vendor may provide supplemental information to further describe their pricing plan. If the vendor plans to provide the option of Content Filtering, then the vendor **must** describe in their bid response a description of the content filtering features and capabilities being offered.

1. The Internet Web Content Filtering appliance **must** be deployed outside the flow of traffic (pass-by) so it is transparent to the flow of the network and uninvolved in the routing of packets to the Internet.
2. It **must** have Internet Web Content Filtering to support the Children's Internet Protection Act (CIPA).
3. It **must** support unique profiles, where a profile is associated with a unique network or a group of networks.
4. It **must** offer a default filter environment suitable for K12.
5. The service **must** have Multi-tiered/Multi-layered Administration so administrators can define sub-administrator access control. Each sub-administrator **must** be able to create a unique filtering profile for their delegated user group(s) IP range.

K. In addition to the above services in J, an enhanced Internet filtering solution known as a "Secure Web Gateway" type service will be considered. The cost for this service, if bid, **must** be shown on Official Price Sheet Table 16. By definition Secure Web gateway solutions protect Web-surfing PCs from infection and enforce company policies. A secure Web gateway is a solution that filters unwanted software/malware from user-initiated Web/Internet traffic and enforces corporate and regulatory policy compliance. These gateways **must**, at a minimum, include:

1. URL filtering.
2. Malicious-code detection and filtering.
3. Application controls for popular Web-based applications, such as instant messaging (IM) and Skype.
4. Native or integrated data leak prevention **must** also be included.
5. Serve as a "man in the middle" for SSL connections which **must** ensure that DIS can categorize SSL services so that they are not disturbed. Categories **must** include but are not limited to Banking websites, Medical Websites, Government websites.

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6. The Secure Web Gateway solution **must** be deployed outside the flow of traffic (pass-by) so it is transparent to the flow of the network and uninvolved in the routing of packets to the Internet.
 7. It **must** have Internet Web Content Filtering to support the Children's Internet Protection Act (CIPA).
 8. It **must** support unique profiles, where a profile is associated with a unique IP subnet or a group of IP subnets.
 9. It **must** offer a default filter environment suitable for K12.
 10. The service **must** have Multi-tiered/Multi-layered Administration so administrators can define sub-administrator access control. Each sub-administrator **must** be able to create a unique filtering profile for their delegated user group(s) IP range.
- L. If an agency needs a private network address as specified in Request For Comments RFC 1918 (Network Address Translation), the State will allocate IP addresses out of the RFC 1918 address space. In this case, vendor(s) **must** support private and public IP addresses equally. In the event that RFC 1918 addresses **must** traverse the Internet it will be accomplished within a site to site VPN tunnel.
 - M. Each proposed service demarcation point shall be clearly labeled with applicable Circuit Identification.
 - N. All vendor Ethernet connections **must** be configured to support IEEE 802.1Q "tagging". This applies to all connections with the exception of Direct Internet Access.
 - O. All proposed bandwidths **must** be symmetrical.
 - P. If the vendor utilizes Layer 3 transport to deliver the requested service, the vendor **must** utilize pseudo-wire or similar encapsulation technology where the customer is not aware of, or participating in, the underlying Layer 3 infrastructure.
 - Q. Connection to the State network **must** be utilized to provide access to hosted services and administrative functions. The connection to the State network can be provided via an IP VPN connection or an Ethernet connection to the State Data Center which is currently located at One Capitol Mall, Little Rock, AR 72201. The cost of a VPN **must** be included in Official Price Sheet Table 10. It is estimated that approximately 5% of the total Internet bandwidth will be required for hosted service and administrative purposes. It is recognized that the percentage of Internet bandwidth used for hosted services will decrease as Internet bandwidth access increases. Approximately 6000 individuals log on to the ADE hosted services applications daily.
 - R. Public IP address will be required for each DIA site. Vendor **must** provide required subnet of IPv4 addresses. Size of the subnet **will** be specified when service is ordered. The vendor **must** provide the cost of Static IP addresses on Official Price Sheet Table 14.
 - S. Vendors **must** submit space and power requirements for any equipment proposed to be housed at any of the state aggregation sites. DIS prefers use of standard nineteen (19) inch racks. Vendors will not be responsible for paying collocation fees inside the state aggregation sites. Installation of external towers, antennae, etc., may require negotiations with the site owner.

2.8 INSTALLATION REQUIREMENTS

- A. The contractor's installation services **must** include all required products and services needed to install a functional service.
- B. Contractor(s) **must** comply with all applicable codes, licenses, certifications, and standards in the State of Arkansas as it relates to the proposed installation services.
- C. Contractor(s) **must** agree to perform testing after installation of services to ensure said services are operating properly. The contractor **must** provide documentation of test results within five (5) business days if so requested in writing by customer. Contractor(s) **must** retain said documentation for the duration of any resulting contract.
- D. Contractor **must** provide customer with the model, power requirements, and environmental requirements for all vendor hardware that is to be installed at each customer premise or state aggregation site prior to installation of said equipment.
- E. Contractor shall also coordinate with schools, state locations and other aggregation locations for such equipment installations. Entrance facilities (typically conduit) shall be the responsibility of the owner/occupant of the property where services are being installed.
- F. Any installation costs listed on the Official Price Sheets **must** also include all costs associated with site preparation (wiring, poles [if any], equipment set up, safety requirements, cleanup, etc.) to fully install the site and restore the site to acceptable, safe grounds (clean and neat appearance, site returned to pre-installation conditions) as determined by the site owner.
- G. Contractor **must** meet with site contact (owner/occupant of property where services are being installed) to arrange and assign site preparation responsibilities (conduit, power, backboard, etc.) in a mutually agreed upon time frame to ensure due dates are met.
- H. Contractor(s) **must** coordinate with DIS, the Department of Education (ADE), customers, and other contractors who receive awards from this IFB to facilitate uninterrupted services to the school districts.
- I. The contractor **must** notify both the ordering entity and DIS in writing within ten (10) business days after receipt of order when the vendor is unable to offer services ordered that were awarded as a result of this IFB. OSP may be notified by DIS at the discretion of DIS.
- J. Installation intervals are listed and defined in Figure A above.

2.9 INSTALLATION INVOLVING BUILDING MODIFICATION

- A. State Agencies: Installation shall be allowed for State agencies for installation services that do not modify existing building structures as covered under Arkansas Building Authority Regulations. Any installation services over \$20,000 that modify existing building structures shall be regulated by Arkansas Building Authority (ABA) regulations.

- B. All other Entities: Any other entity utilizing this contract shall follow their rules and regulations regarding installation services. All vendor(s) **must** have Arkansas Contractors Licenses for any installation services that modify existing building structures.

2.10 SUPPORT REQUIREMENTS

- A. The contractor(s) **must** provide a toll free telephone support center that is available 24 hours a day, 7 days per week, has English-speaking staff, and is physically located within the continental United States of America.
- B. It is highly desirable that the support center personnel are familiar with DIS/district networks, have advanced technical expertise available, and maintain and own trouble tickets reported by DIS or customer until those troubles are resolved. The technical support personnel **must** be knowledgeable and technically trained to answer/resolve technical support problems.
- D. Contractor(s) **must** maintain an inventory of records of the services provided that includes all pertinent site information.
- E. Contractor(s) **must** have an established escalation procedure for all proposed services which **must** be obtainable 24 hours per day, 7 days per week for all critical or emergency situations or outages. Contractor(s) **must** provide this information in writing to DIS no later than 30 days following contract award and provide any subsequent updates or changes in writing to DIS within five (5) business days of said change or update.
- F. Contractor(s) shall be responsive and timely to maintenance/technical support calls/inquiries made by the customer/agency. The State shall have the right to determine and assign levels of severity for the issue/support problems and the vendor **must** adhere to these standards.
- G. The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract. The customer will determine the severity level and have ability to escalate the issue from one severity level to another. Severity levels shall be as follows:
 - 1. Severity Level 1 shall be defined as critical situations, when network services are down and customers are unable to use/access the network. The contractor shall respond to Severity Level 1 problems within two (2) business hours and shall resolve Severity Level 1 problems as quickly as possible, which on average shall **not** exceed two (2) business hours, unless otherwise authorized in writing by the State.
 - 2. Severity Level 2 shall be defined as significant outages and/or repeated failure of service preventing its successful operation. The service may operate but is severely restricted (i.e. slow response, intermittent but repeated inaccessibility, etc.). The contractor shall respond to Severity Level 2 problems within two (2) business hours and shall resolve Severity Level 2 problems as quickly as possible, which on average shall **not** exceed four (4) business hours, unless otherwise authorized in writing by the State. DIS shall retain the right to escalate Level 2 outages to Level 1 at its discretion.
 - 3. Severity Level 3 shall be defined as a minor problem that exists with the service but the majority of the functions/services are still usable and some circumvention may be required to provide service. The contractor shall respond to Severity Level 3 problems within two (2) business hours and shall resolve Severity Level 3 problems as quickly as possible, which on average shall **not** exceed ten (10) business hours, unless otherwise authorized in writing by the State.

- H. Restoration of service after catastrophic events such as fires, storms, earthquakes, tornadoes, or accidental damage shall be on an around-the-clock basis (24 hours a day/7 days a week).
- I. The vendor **must** accept trouble reports from the State in conjunction with the services being provided under this contract. There shall **not** be an additional charge for this service.
- J. The successful vendor(s) **must** assign a Service Manager responsible for all aspects of the contract and vendor performance. The Service Manager **must** act as the central point for advanced escalations for all issues. Upon request by the State, the Service Manager **will** be responsible for providing reports electronically, in a format agreeable to the State, of measurable results for such things as Network Provisioning Performance, Network Maintenance Performance, Service Billing Performance, and other desired metrics. The Service Manager may be asked to prepare a Service Action Plan (SAP) when there are complex outstanding service issues, and if so, **must** comply. The SAP **will** be agreed upon by both DIS and the Service Manager. Joint reviews **will** be conducted to audit progress in implementing action plans in order to document and measure progress toward the desired outcome.
- K. The successful vendor(s) **must** also assign account specific (not pooled) resources for administrative and technical support personnel who are familiar with the State Network and DIS processes to assist in initiating orders, resolving service problems, trouble escalation, billing errors, etc. Local resources within the state of Arkansas are preferred.
- L. The State holds standing monthly vendor meetings as part of our vendor management program to review service results and arrive at remedies to improve or correct deficiencies. The agenda and location for each month's meeting will be sent out in advance. The successful vendor(s) shall have the appropriate personnel to address all agenda items on-site at a facility provided by the State or available by vendor-provided and paid Conference Bridge and/or web meeting, unless otherwise authorized in writing by DIS. Failure to have appropriate vendor personnel could result in vendor performance reports filed with OSP.
- M. Contractors **must** list the performance reports and maintenance reports that are available to the State for the services bid and describe how they can be accessed by the State, i.e., Web Interface, telephone or other electronic access no later than thirty (30) days following contract award.
- N. Contractors **must** submit samples of available reports for various metrics and a sample Service Action Plan no later than thirty (30) days following contract award.
- O. Contractors **must** describe their applicable trouble reporting system and how the State can access the system for originating trouble reports and receiving status reports no later than thirty (30) days following contract award.

2.11 SECURITY REQUIREMENTS

- A. Vendor and vendor contractor(s) **must** understand that the customer may have standard security policy and access requirements that the Vendor and vendor contractor services, processes, or employees **must** abide by. Vendor and vendor contractor and designees **must not** create conflicts with standard security policy requirements.

- B. Any services provided to K-12 schools as a result of this IFB **must** comply with any applicable rules set forth in the ADE IT Data and Security Policy, which can be found at the following link:
<http://arkedu.state.ar.us/commemos/static/fy0809/4185.html>
- C. Vendor and vendor contractor (s) **must** have measures in place to prevent security breaches and the processes and procedures to react to a security breach that occurs via their access to the customer network infrastructure.

2.12 ONGOING PERFORMANCE REQUIREMENTS:

- A. Ongoing performance requirements will begin upon customer acceptance of service.
- B. The State's goal is to have the service maintain a one hundred percent (100 %) up time per site, not as a mandatory requirement but as an objective.
1. Successful vendors **must** state their remedies, approaches and/or corporate position that would support the State's up time objective within 30 days after award.
 2. If the service fails to meet IFB requirements listed below within one month of the installation date, the State will work with the vendor to initiate a performance improvement plan. If that fails the State shall reserve the right to terminate the agreement in part or in its entirety.
 3. In the event a minimum ninety-nine & ninety five one-hundredth percent (99.95%) up time per site is not maintained for any consecutive two (2) month period, the vendor will receive formal notice in writing. The vendor **must** take the necessary action to increase the up time to at least ninety-nine & ninety five one-hundredth percent (99.95%) in the month subsequent to written notification. In the event the service does not meet the required 99.95% up time in any 60-day period, excluding normally scheduled upgrades and maintenance if the customer has been notified, vendor **must** take one or more of the following actions unless the State and the vendor agree that the problem has been corrected and the service is currently in good working order:
 4. Provide an on-site Customer Engineer for analysis and correction of the problem
 5. Provide back-up service, if available
- C. Site availability measurements and customer reimbursements shall be based on affected site only, not averaged across all services provided by the vendor
- D. The vendor **must** provide the State with performance objectives that are equal to or exceed the objectives, along with the actual monthly results, from the Reference Figure E below:

Figure E, Performance Objectives

Site Availability – Mean Time to Repair (MTTR)	Goal is 100% uptime	Time to restore < 8Hrs No penalty
		Time to restore 8 - 16Hrs 50% total MRC for the affected sites

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		Time to restore \geq 16Hrs: 100% MRC for the affected sites
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Multiple Outages	More than 2 vendor troubles on the same circuit in one 30 day period	Outage time for computation of service credits will be additive for the 30 day period
Packet Delivery Rate	99.5% packets delivered within a calendar month	10 % off MRC for affected sites
Latency	< 30ms one way between one end and the other end of a path through the network (60ms RTT)	10 % off MRC for affected sites

- E. If the contractor has voluntary service objectives which exceed the requirements stated in Reference Figure F above, they may offer those objectives and remedies in lieu of these objectives and other remedies being assessed. Do not include your SLAs or SLOs in response to this bid.
- F. In the event of a DIS managed network DIS will monitor the above objectives and notify the vendor when performance falls below the objective level for remediation. In the event of a managed service network the vendor shall monitor the above objectives and report to DIS on a monthly basis.
- G. If the vendor does not meet the performance objectives stated herein, the customer shall have the right to elect one of the following remedies:
1. Cancel the order at no charge.
 2. OSP may cancel the subsection of the award and rebid.
- H. Vendors **must** within thirty (30) days following contract award describe the process that is required for the State to obtain rebates, service outage credits, etc. in the event the service does not meet performance objectives. The State prefers that the vendor(s) automatically provide the credits when objectives are not met and inform the State electronically that credits have been provided.
- I. The vendor shall **not** be responsible for failure to meet any performance objectives resulting from:
1. Negligent conduct or misuse by customers or users.
 2. Failure or deficient performance of power, customer equipment, services or systems not provided by the vendor.
 3. DIS understands that Latency and Packet Delivery Rate (PDR) are impacted by over utilized circuits, Latency and PDR measurements will not be considered during the period of time that a circuit is exceeding 80% of capacity.
 4. Periods when a service component is removed from service for maintenance, replacement or rearrangement purposed or for implementation of a customer order if the vendor has received a release (approval) from the State for maintenance, replacement or rearrangement or other mutually approved

process. The State's normal maintenance window is Sunday, 6:00 a.m. to 12:00 a.m. local time.

5. Restricted site access or customer-delayed maintenance.
6. Any of the Force Majeure causes described in this IFB.

2.13 E-RATE PROGRAM REQUIREMENTS

- A. Overview: Universal Service Support Mechanism for Schools and Libraries (commonly referred to as the "E-rate" program).** The Telecommunications Act of 1996 directed the Federal Communications Commission (FCC) to "establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries." As a result, the FCC created what is commonly called the E-rate program, and then empowered the Universal Service Administrative Company (USAC) to administer it. Today, the Schools and Libraries Division (SLD), a division of USAC, administers the approximately \$3.9 billion annual program.
1. Annual E-rate Applications. Schools and libraries **must** apply and receive approval annually for E-rate discounts on the eligible services that they have procured competitively from eligible service providers.
- B. Statewide E-rate Procurement.** All of the services and products requested in this IFB will be made available to schools, educational service cooperatives, and other E-Rate entities statewide.
- C. E-rate Knowledge Required.** Because this IFB includes products and services that are eligible for E-rate discounts, every aspect of this procurement, the resulting "Consortium Contract(s)," the services/products delivered, the timing and location of product/service delivery, and how those products/services are invoiced **must** comply with all of the E-Rate rules, regulations, and guidelines that apply. For information about what the E-rate program is, what it requires, and how it works, go to: <http://www.universalservice.org/sl/>.
- D. E-rate Program Participation and Good Standing Required.**
1. The contractor **must** submit the following proof of E-rate program participation along with its bid response:
 - Contractor's Service Provider Identification Number ("SPIN")
 - Contractor's Federal Communications Commission Registration Number ("FCCRN").
 2. During the term of any Consortium Contract(s) resulting from this IFB, the contractor **must** timely file with the FCC a *Service Provider Annual Certification Form* (FCC Form 473 or "SPAC"). In addition, if the Contractor is more than a *de minimis* provider of eligible telecommunications or Voice over Internet Protocol ("VoIP") services, as the FCC defines those terms, and if the contractor is proposing to provide eligible telecommunications or VoIP services, the contractor **must** also timely apply for and obtain a *Filer ID*.
 3. FCC "Red Light Rule" Disclosure. The FCC applies its "Red Light Rule" to service providers who are delinquent in their non-tax debts to the FCC. Once the rule is applied, USAC stops payment on all of the "red-lighted" service provider's E-rate invoices; stops reimbursing schools and libraries for the

discounted portion of payments made in full to that service provider; and stops action on any pending request for E-rate discounts on goods and/or services from that service provider. If that service provider fails to pay the outstanding debt or make otherwise satisfactory arrangements within 30 days of being notified, USAC will dismiss all outstanding requests for funding associated with that service provider.

Therefore, if the contractor is or has been subjected to the FCC's "Red Light Rule," the contractor **must disclose** this in its bid and explain the circumstances. After Consortium Contract award, the parties shall mutually agree upon the timeframe and notification methodology for notification of any "red light" action against the contractor.

DIS shall have the right to disqualify from contract consideration any vendor/service provider to which the Red Light Rule is being applied and, if a Consortium Contract has already been awarded, to terminate it for this reason.

E. Compliance with E-rate Program Rules Required.

1. The contractor **must comply** fully with **all** of the E-rate program's requirements, including all of those that USAC issues. For a complete program overview, go to:
<http://www.universalservice.org/sl/default.aspx>
2. If any contracted service will include both eligible and ineligible services and/or products, the contractor **must** clearly identify within 30 days after award the ineligible services and/or products and the associated cost for them.

F. E-rate Program Cooperation Required.

Applying for and receiving E-rate discounts requires a substantial amount of cooperation on the part of everyone involved in the process. Therefore, the contractor **must** cooperate fully with DIS, the E-rate eligible entities using the Consortium Contracts ("E-rate Entities"), USAC, and any other agency or organization with E-rate-related regulatory, administrative, and/or auditing responsibilities.

More specifically, the contractor **must** provide to DIS and E-rate Entities or, if directed, to a consultant retained by an E-rate Entity or DIS, all of the information and documentation that the contractor has or reasonably can acquire that DIS and/or an E-rate Entity may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

G. LOWEST CORRESPONDING PRICE REQUIRED.

The contractor **must** provide eligible entities the "Lowest Corresponding Price" (LCP) for services (refer to FCC 47 CFR § 54.500(f) and 47 CFR § 54.511(b)) For more information, go to <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>).

1. Rule 47 CFR § 54.500(f) states that the 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.
 - a. Service provider vendors shall offer schools and libraries their services at the lowest corresponding prices throughout their geographic service areas. The "geographic service area" shall be the area in which a service provider vendor is seeking to serve customers with any of its E-rate services.

- b. Service provider vendors shall **not** avoid the obligation to offer the lowest corresponding price to schools and libraries for interstate services by arguing that none of their non-residential customers are identically situated to a school or library or that none of their service contracts cover services identical to those sought by a school or library.
 - c. The Commission **will** only permit service provider vendors to offer schools and libraries prices above prices charged to other similarly situated customers when those vendors can show that they face demonstrably and significantly higher costs to serve the school or library seeking service. Factors that could affect the cost of service include volume, mileage from facility, and length of contract.
 - d. Similar services shall include those provided under contract as well as those provided under tariff.
- 2. Rule 47 CFR § 54.511(b) states that the provider 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 (LCP) for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the Lowest Corresponding Price is not compensatory.
 - 3. The vendor, regardless of the size of the company, **must** provide LCP for a school or library. A service provider's obligation to provide the LCP shall not be tied to a response to an FCC Form 470 or this IFB.

H. Contract Term Modification.

OSP shall have the right to adjust the contract period, as allowed under Arkansas state law, if such adjustment is necessary to make the contract term coincide with an E-rate "program/funding year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the FCC and/or USAC.

I. Service Start Date.

To be eligible for E-rate discounts, E-rate program rules as amended require that recurring services and non-recurring "internal connections" not be delivered before July 1 and April 1, respectively, of the associated funding year. E-Rate Entities utilizing the Consortium Contract(s) reserve the right to proceed with orders before the April 1 and July 1 service start dates.

J. Reservation of Right to Proceed or Not to Proceed.

E-rate Entities utilizing the Consortium Contract(s) reserve the right to proceed or not to proceed with an order before USAC issues a funding commitment for it, if USAC delays issuing a funding commitment for it, or if USAC refuses to fund it.

K. E-rate Audits and Document Retention Requirement.

- 1. In the event of an E-Rate audit, USAC Program Integrity Assurance (PIA) review, or any other type of E-rate-related review, inspection or investigation, the contractor **must** respond to any and all questions related to its contracts, bids, or processes and cooperate fully in all other respects.
- 2. The contractor **must** maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to the contractor's services to DIS and/or an E-rate Entity. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by DIS and/or the E-rate Entity. The contractor **must** include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing DIS and/or the E-rate Entity the same right to inspect and audit those records as set forth

herein.

L. Invoicing Procedures.

In the event of an E-Rate audit, USAC Program Integrity Assurance (PIA) review, or any other type of E-rate-related review, inspection or investigation, the contractor **must** itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor **must** include the following information on all invoices to the E-rate Entity for E-rate eligible equipment and/or services:

1. Date of invoice
 2. Date(s) of service
 3. Detailed description of services performed and materials supplied including but not limited to circuit number and location of service.
 4. Invoice on the contractor's letterhead or on a contractor-generated form
- At the E-rate entities request the contractor **must** provide an electronic copy of the invoice

M. Discounted Invoicing and Reimbursement Processes.

The contractor **must**, at an E-rate Entity's request, invoice the E-rate Entity only for the non-discounted amounts due on E-rate-approved transactions. Simultaneously, the contractor **must** invoice USAC for the balance (Discounted Invoice Process). Discounted invoices **must** be clear, concise and provide a breakdown of the amount(s) to be billed to USAC (discounted portion of eligible charges) and the amount(s) to be billed to the E-rate Entity (non-discounted amount of eligible charges).

1. Discounted Invoice Process
 - i. Timely Filing

The contractor shall be solely responsible for timely filing invoices with USAC. Accordingly, the contractor understands and agrees that the E-rate Entity will NOT be liable to the Contractor and the contractor shall have no recourse against the E-rate Entity for any discounted amount that the contractor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
 - ii. Invoice Rejection

The contractor understands and agrees that E-rate Entity shall not be liable to contractor and the contractor shall have no recourse against the E-rate Entity for any discounted amount that the contractor submits to USAC for payment if the contractor is at fault for USAC's refusal to pay
2. Reimbursement Process
 - i. Twenty Days

The contractor understands that E-rate Program rules require it to remit a reimbursement payment to the E-rate Entity within twenty (20) days of receiving it from USAC. [In Funding Year 2016, USAC will begin making reimbursement payments directly to schools and libraries.]

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The Official Price Sheet contains twenty-three (23) tables. Detailed instructions for completing the Official Price Sheet tables are located on the tab immediately preceding each table on the Official Price Sheet.

Figure F, Price Sheet Table Information

Table	Table Name	Tab Name	High Level Instructions (Detailed instructions are provided on Official Price Sheet tabs)	Requirements / IFB Evaluation Notes
1	Vendor Aggregation Location(s)	Vendor Agg Table 1	Vendors must complete this table if bidding school district hub, MAN service locations, or vendor aggregation-to-state aggregation transport. Bidder shall enter all vendor aggregation locations the vendor will use to deliver these services. Vendor aggregation location data entered in Table 1 will automatically populate dropdown lists to be used in Table 5, Table 6, and Table 8.	Data entered in Table 1 will not be used to determine the IFB award as described below in 2.15 AWARD CRITERIA except in that it is required to complete pricing Table 5, Table 6 (if bidding switched Ethernet for MANs) and Table 8.
2	Delivery and Provisioning of Service Interval	Service Interval Table 2	Informational purposes only. Table 2 lists and defines the Service Intervals. Do not enter any data on Table 2. Service Intervals listed on Table 2 are included for the vendor's use in dropdown lists in the Service Interval columns of Table 5, Table 6, Table 8, Table 9, and Table 17.	Table 2 will not be used to determine the IFB award as described below in 2.15 AWARD CRITERIA . Vendors shall not enter data in Table 2.
3	Site Managed Router (Optional)	Site Managed Router Table 3	Vendors may bid managed router service for school district hubs (Table 5), MAN service locations (Table 6), and state aggregation sites (Table 8). Vendors bidding managed service must complete Table 3. The managed router information entered on Table 3 will automatically create dropdown lists for use on Tables 5, 6, 8, and 17. Vendors must not reflect any cost associated with managed service on Table 5, Table 6, Table 8, or Table 17 because managed service will be calculated automatically according to the prices entered for managed routers in Table 3 and the managed routers selected from the dropdown lists on Tables 5, 6, 8, and 17. The vendor will have the opportunity to enter other miscellaneous costs (costs not reflected in the monthly router price in Table 3) associated with managed service for high capacity Internet in Table 22.	Data entered in Table 3 will not be used to determine the IFB award as described below in 2.15 AWARD CRITERIA . However, if an awardee for non-managed service also bids managed service, managed services may be procured from that vendor at the prices entered for managed router service(s). The vendor will have the opportunity to select the managed router used on Table 5, Table 6, Table 8, and Table 17. If bidding managed router service the bidder must complete Table 3.
4	Site Managed Firewall (Optional)	Site Managed Firewall Table 4	Vendors may bid managed firewall service for school district hubs (Table 5). Vendors bidding managed service must complete Table 4. The managed firewall information entered on Table 4 will automatically create dropdown lists for use on Table 6. Managed firewalls will not be used for managed service bid on Table 6 (MANs), Table 8 (state backbone connections), or Table 17 (high capacity Internet to state aggregation sites) and will therefore not appear as a dropdown list on Table 6, 8, or 17. Vendors must not enter any cost associated with managed firewall service	Data entered in Table 4 will not be used to determine the IFB award as described below in 2.15 AWARD CRITERIA . However, if an awardee for non-managed service also bids managed firewall service, managed firewall services may be procured from that vendor at the prices entered for managed firewall service(s). The vendor will have the opportunity to select the managed firewall used on Table

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			on Table 5 because managed service pricing will be calculated automatically according to the prices entered for managed firewalls in Table 3 and managed firewalls selected from the dropdown list on Table 5.	5. If bidding managed firewall service on Table 5, the bidder must complete Table 4.
5	School District Hub Service Pricing	SD Hub Service Table 5	Vendor may bid one, some, or all locations on Table 5. For every location bid, the vendor must bid all speeds listed for that location. Special instructions for bidding DIA are included in the Official Price Sheet tab immediately preceding Table 5.	Prices entered in Table 5 will be used to determine IFB award as described below in 2.15 AWARD CRITERIA . Prices entered in Table 5 for service to school district hubs will be averaged and awarded by the lowest average cost per Mbps per school district hub location according to the Award Criteria in 2.15 below.
6	Metropolitan Area Network Service Pricing	MAN Service Table 6	Vendor may bid one, some, or all locations on Table 6. For every location bid, vendor must bid all speeds listed for that location. Vendor must designate Transport Type in column K. If Switched Ethernet is selected, vendor must choose the corresponding vendor aggregation location from the dropdown list. For transport types excluding switched Ethernet, each location must be physically or logically connected to the school district hub (listed on Table 5). Pricing in Table 6 must be the total price to connect from the served MAN location to the district hub location in Table 5.	Prices entered in Table 6 will be used to determine IFB award as described below in 2.15 AWARD CRITERIA . Prices entered in Table 6 for MAN service will be averaged and awarded by the lowest average cost per Mbps per MAN service building location according to the Award Criteria in 2.15 below.
7	State Aggregation Sites	State Agg Sites Table 7	Table 7 lists the State Aggregation Locations. Do not enter any data in Table 7.	Table 7 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . Vendors shall not enter data in Table 7.
8	Vendor Aggregation to State Aggregation Pricing	Vendor Agg to State Agg Table 8	Vendor must complete Table 8 if bidding Ethernet transport to any school district hub location on Table 5. Table 8 pricing is not required for school district hub locations where the vendor bids DIA. Vendors must bid transport from every vendor aggregation site used to at least one state aggregation site (see DIA exception above). Vendors are encouraged to bid to more than one state aggregation site. For every location bid, the vendor must bid all speeds listed for that location.	Prices entered in Table 8 will be used to determine IFB award as described below in 2.15 AWARD CRITERIA . Prices entered in Table 8 for service from vendor aggregation location to state aggregation site will be awarded by the lowest average cost per Mbps per segment according to the Award Criteria in 2.15 below.
9	Backbone Transport Pricing	Backbone Transport Table 9	Vendor may bid one, some, or all locations on this table. For every location bid, the vendor must bid all speeds listed for that location.	Prices entered in Table 9 will be used in the IFB award as described below in 2.15 AWARD CRITERIA . Prices entered for transport from one state aggregation site to another state aggregation site will be awarded by the lowest average cost per segment according to the Award Criteria

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				in 2.15 below.
10	Miscellaneous Recurring Pricing	Miscellaneous Tables 10-16	The vendor shall enter all recurring costs required to fulfill the mandatory requirements of the bid, including but not limited to CoS, QoS, VPNs, and VLANs. The vendor may also use this table to provide pricing for additional miscellaneous services. The state will not be obligated to pay any cost not identified on the Official Price Sheet.	Prices entered in Table 10 will not be used to determine the IFB award as described below in 2.15 AWARD CRITERIA . However, the state will not be obligated to pay any cost not identified on Table 10. If an awardee for any location on Table 5 or Table 6, or any segment on Table 8, Table 9, or Table 17, enters pricing for miscellaneous service on Table 10, services listed on Table 10 may or may not be procured by the customer.
11	Miscellaneous Non-Recurring Pricing	Miscellaneous Tables 10-16	The vendor shall enter all non-recurring costs required to fulfill the mandatory requirements of the bid. The vendor may also use this table to provide pricing for additional miscellaneous services. The state will not be obligated to pay any cost not identified on the Official Price Sheet.	Prices entered in Table 11 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . The state will not be obligated to pay any cost not identified on Table 11. If an awardee for any location on Table 5 or Table 6, or any segment on Table 8, Table 9, or Table 17, enters pricing for miscellaneous service on Table 10, services listed on Table 10 may or may not be procured by the customer.
12	Moves, Adds, Changes Pricing	Miscellaneous Tables 10-16	The vendor shall enter all non-recurring costs required to fulfill the mandatory requirements of the bid. The state will not be obligated to pay any cost not identified on the Official Price Sheet.	Prices entered in Table 12 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . However, the state will not be obligated to pay any cost not identified on the Table 12. If an awardee for any location on Table 5 or Table 6, or any segment on Table 8, Table 9, or Table 17, enters pricing for moves, adds, or changes on Table 12, services listed on Table 12 may or may not be procured by the customer.
13	Expedited Installation or Changes Pricing	Miscellaneous Tables 10-16	The vendor may provide cost associated with expedited orders. Expedited orders are those with service intervals less than the stated intervals in this IFB.	Prices entered in Table 13 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . However, the state will not be obligated to pay any cost not identified on Table 13. If an awardee for any location, segment, or service on any other Table enters pricing for expedited service/installation on Table 13, expediting options listed on Table 13 may or may

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				not be ordered by the customer.
14	Static IP Address Pricing (Required if bidding DIA to any school district hub location on Table 5)	Miscellaneous Tables 10-16	Vendors must complete this table if bidding any Dedicated Internet Access on Table 5	Prices entered in Table 14 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . However, the state will not be obligated to pay any cost not identified on Table 14. Static IPs listed on Table 14 may or may not be ordered by the customer.
15	Telecommunication Service Priority (TSP) System Pricing	Miscellaneous Tables 10-16	If a vendor has ability to provide TSP they must complete this table for all transport services.	Prices entered in Table 15 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . However, the state will not be obligated to pay any cost not identified on Table 15.
16	Internet Content Filtering Pricing for any DIA service to school district hub location bid on Table 5 (Optional)	Miscellaneous Tables 10-16	Vendors must enter pricing for Internet content filtering when bidding DIA to a school district hub on Table 5. Internet content filtering may or may not be purchased by the customer. If the customer opts to purchase Internet content filtering for DIA service to a school district hub, the service will only be purchased from the vendor awarded DIA to the school district hub location on Table 5. Vendors should not enter any cost associated with Internet content filtering for school district hubs on Table 5. Internet content filtering cost for DIA at school district hubs must only be entered on Miscellaneous Table 16.	Prices entered in Table 16 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . The state will not be obligated to pay any cost not identified on Table 16. If an awardee for DIA to any location on Table 5 enters pricing for Internet content filtering on Table 16, content filtering service for DIA at school district hubs may or may not be ordered by the customer.
17	High Capacity Internet Service to State Aggregation Site Pricing	Internet to State Agg Table 17	Vendor may bid one, some, or all locations on this table. For every location bid, the vendor must bid all speeds listed for that location.	Prices entered in Table 17 will be used to determine IFB award as described below in 2.15 AWARD CRITERIA . Prices entered for Internet service to a state aggregation site will be awarded by the lowest average cost per location according to the Award Criteria in 2.15 below.
18	High Capacity Internet at State Aggregation Sites Miscellaneous Recurring Pricing	Managed Svc Misc Tables 18-22	The vendor shall enter all recurring costs required to fulfill the mandatory requirements of the IFB. The vendor must also use this table if providing pricing for optional services associated with high capacity Internet to state aggregation sites. The state will not be obligated to pay any cost not identified on the Official Price Sheet.	Prices entered in Table 18 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . The state will not be obligated to pay any cost not identified on Table 18. If an awardee for any location on Table 17 enters pricing for miscellaneous managed service on Table 18, services listed on Table 18 may or may not be procured by the customer.
19	High Capacity Internet at State	Managed Svc Misc Tables	The vendor shall enter all non-recurring costs required to fulfill the mandatory	Prices entered in Table 19 will not be used to determine IFB

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	Aggregation Sites Miscellaneous Non- Recurring Pricing	18-22	requirements of the bid. The vendor may also use this table to provide pricing for optional services associated with high capacity Internet to state aggregation sites. The state will not be obligated to pay any cost not identified on the Official Price Sheet.	award as described below in 2.15 AWARD CRITERIA . The state will not be obligated to pay any cost not identified on Table 19. Services listed on Table 18 may or may not be procured by the customer.
20	Internet Content Filtering Pricing for High Capacity Internet at State Aggregation Sites (Optional)	Managed Svc Misc Tables 18-22	Vendors must use Table 20 if providing optional Internet content filtering for high capacity Internet delivered to state aggregation sites bid on Table 17. Internet content filtering may or may not be purchased by the customer. If the state opts to purchase Internet content filtering for high capacity Internet to a state aggregation site, the service will only be purchased from the vendor awarded high capacity Internet service to the corresponding state aggregation site on Table 17. Vendors must not enter Internet content filtering pricing for Internet access at state aggregation sites on Table 17. Internet content filtering cost must only be entered on Miscellaneous Table 20.	Prices entered in Table 20 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . The state will not be obligated to pay any cost not identified on Table 20. If an awardee for Internet access to any state aggregation site on Table 17 enters pricing for Internet content filtering on Table 20, content filtering service for Internet access to any state aggregation site may or may not be ordered by the customer.
21	Burstable/Flex Internet Pricing for High Capacity Internet at State Aggregation Sites (optional)	Managed Svc Misc Tables 18-22	Vendors must use Table 21 if bidding burstable/flex Internet for high capacity Internet at state aggregation sites (Table 17). Burstable/flex Internet may or may not be purchased by the customer. If the state opts to purchase burstable/flex Internet to a state aggregation site, the service will only be purchased from the vendor awarded high capacity Internet service to the corresponding state aggregation site on Table 17. Vendors must not enter burstable/flex pricing for Internet access at state aggregation sites on Table 17. Burstable/flex Internet cost must only be entered on Miscellaneous Table 21.	Prices entered in Table 21 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . The state will not be obligated to pay any cost not identified on Table 21. Burstable/flex options for Internet access to any state aggregation site may or may not be ordered by the customer.
22	Managed Services for High Capacity Internet at State Aggregation Sites Pricing (Optional)	Managed Svc Misc Tables 18-22	Vendors must use Tables 18-22 if bidding managed services outside the requirements but within the scope of the IFB. Managed Internet services for high capacity Internet at State Aggregation sites may or may not be purchased by the customer. If the state opts to purchase managed Internet service(s) to a state aggregation site, the service will only be purchased from the vendor awarded high capacity Internet service to the corresponding state aggregation site on Table 17. Vendors must not enter managed service pricing for Internet access at state aggregation sites on Table 17. Managed Internet pricing must only be entered on Miscellaneous Table 21.	Prices entered in Table 22 will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . The state will not be obligated to pay any cost not identified on Table 22. Managed service options for Internet access to any state aggregation site may or may not be ordered by the customer.
23	Taxes and Fees	Taxes and Fees Table 23	The vendor must provide a description and current cost/rate of all taxes and fees	Rates, percentages, and other means for describing and

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			associated with all services, including optional services, installation, special construction, and all other priced items bid on this IFB.	demonstrating current taxes and fees will not be used to determine IFB award as described below in 2.15 AWARD CRITERIA . However, the vendor must provide a description and current rates of all taxes and fees for all services bid on this IFB.

2.15 AWARD CRITERIA

A. Transport from School District Hub to State Aggregation Site

1. Ethernet Transport

The primary award for Ethernet service from the school district hub to the state aggregation site will be awarded by school district hub address. If a vendor bids service to a school district hub address, the vendor **must** provide pricing for all bandwidths associated with that address on Price Sheet Table 5 and Price Sheet Table 8.

The primary awardee for each address will be determined based on the lowest average cost per Mbps for that address.

If bidding to a school district hub, vendor **must** bid all required speeds from the vendor aggregation location to at least one state aggregation site on Table 8, but are encouraged to bid to more than one state aggregation site. If the vendor bids to more than one state aggregation site on Table 8, the state aggregation site with the lowest average cost per Mbps will be used to determine low cost.

The lowest average cost per Mbps will be calculated by averaging all required speeds on Price Sheet Table 5 and Price Sheet Table 8.

Secondary awards may or may not be selected for the bidder with the second lowest average cost per megabit per second (Mbps) per school district hub location address on Official Price Sheets Tables 5 and 8. Secondary awards will be calculated using the same method for the primary award described above. If awarded, services may or may not be procured from the secondary vendor. Secondary awards may be used if, when the customer places the purchase order or work order, the primary vendor cannot provide the service.

3. Future new locations not bid

The vendor with the lowest average cost per Mbps of all vendors for all locations who bid in that exchange will be given the first right of refusal to furnish service to the new location at the current

prices quoted for the address where the vendor was the lowest. Each subsequent low bidder will be given next right of refusal. If a vendor cannot be obtained from the existing vendor pool for that exchange, the state will then procure by the appropriate procurement vehicle based on the anticipated dollar amount.

4. Managed Service and other optional services

Managed router service, managed firewall service, Internet content filtering, and other optional services may or may not be awarded. If awarded, managed router service, managed firewall service, Internet content filtering, and other optional services may or may not be procured. Managed router service, managed firewall service, Internet content filtering, and other optional services, if awarded, will only be awarded to the vendor that is awarded the non-optional service at the same location or segment.

B. Metropolitan Area Networks (MANs)

1. MAN Locations

The primary awards for district metropolitan area network (MANs) transport **will** be made on a per school location basis. If a vendor bids MAN transport to a school location, the vendor **must** bid all required speeds for that address listed on Official Price Sheet Table 6.

The lowest average cost per Mbps **will** be calculated by averaging all required speeds.

Secondary awards for MAN transport may or may not be selected for the bidder with the second lowest average cost per megabit per second (Mbps) per location address on the Official Price Sheets Table 6. Secondary awards will be calculated using the same method for primary award described above. If awarded, services may or may not be procured from the secondary vendor. Secondary awards may be used if, when the customer places the purchase order or work order, the primary vendor cannot provide the service.

2. Future New Locations Not Bid.

The vendor with the lowest average cost per Mbps of all vendors for all locations who bid in that exchange will be given the first right of refusal to furnish service to the new location at the current prices quoted for the address where the vendor was the lowest. Each subsequent low bidder will be given next right of refusal. If a vendor cannot be obtained from the existing vendor pool for that exchange, the state will then procure by the appropriate procurement vehicle based on the anticipated dollar amount.

3. Managed Service and other optional services

Managed router service and other optional services may or may not be awarded. If awarded, managed router service and other optional services may or may not be procured. Managed router service and other optional services, if awarded, will only be awarded to the vendor that is awarded the non-optional service at the same location or segment.

C. Backbone Transport (Transport from State Aggregation Site to State Aggregation Site)

1. Backbone Transport Segments

The primary awards for transport service between state aggregation sites will be awarded on a segment basis. If a vendor bids transport between state aggregation sites, the vendor **must** bid all required speeds for that connection listed on Official Price Sheet Table 9.

The primary service will be awarded based on the lowest total average cost per Mbps for all required speeds for the connections bid on Table 9.

Secondary awards may or may not be selected for the bidder with the second lowest average cost per megabit per second (Mbps) per connection on Official Price Sheets Table 9. If awarded, services may or may not be procured from the secondary vendor.

2. Managed Service and other optional services

Managed router service and other optional services may or may not be awarded. If awarded, managed router service and other optional services may or may not be procured. Managed router service and other optional services, if awarded, will only be awarded to the vendor that is awarded the non-optional service at the same location or segment.

D. High Capacity Internet

1. High Capacity Internet to State Aggregation Sites

The primary awards for high capacity Internet service will be awarded by state aggregation site. If a vendor bids Internet service to a state aggregation site, the vendor **must** bid all required speeds for that service listed on Official Price Sheet Table 17.

The primary service will be awarded based on the lowest total average cost per Mbps for all required speeds bid on Table 17.

Secondary awards may or may not be selected for the bidder with the second lowest average cost per megabit per second (Mbps) bid on Official Price Sheets Table 17. If awarded, services may or may not be procured from the secondary vendor.

2. Managed Service and other optional services

Managed router service, Internet content filtering, and other optional services may or may not be awarded. If awarded, managed router service, Internet content filtering, and other optional services may or may not be procured. Managed router service, Internet content filtering, and other optional services, if awarded, will only be awarded to the vendor that is awarded the non-optional service at the same location or segment.

- E. Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

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*This diagram is provided for descriptive purposes only and does not alter or supersede the requirements set forth in this IFB.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

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- 12. AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
- 13. LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or

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advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.