

## WRITTEN QUESTIONS AND ANSWERS

### SP-15-0068 HIGH BANDWIDTH TRANSPORT AND INTERNET

#### ANSWERS IN BLUE

1. 1.17.K COST

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.

Please define further or clarify on pre-determined triggers that would signal the start of negotiating a price drop. For example if market price is 25% less than contract price, this would start a price negotiation.

[There are no predetermined triggers. Refer to 2.13.G LOWEST CORRESPONDING PRICE \(LCP\) REQUIRED.](#)

2. 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.

Total satisfaction is a very open ended and subjective reference, please define further.

[Refer to items 2.12.B and 2.12.D.](#)

3. 2.12 ONGOING PERFORMANCE REQUIREMENTS

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:

In figure E, site availability is listed as a goal of 100%, this is in conflict is section 3 where it states a minimum of 99.5% availability. Please clarify.

[The GOAL is always to have 100% uptime, but the 99.95% up time OBJECTIVE allows the vendor to address issues that are keeping each site from providing a high level of performance to the school users.](#)

4. **Section 2.3:**  
This section of the IFB for SP-15-0068 describes the connectivity from School District Hub to vendor aggregation locations. Do we interpret this correctly to say: When consolidating transport from multiple district hub locations to the vendor aggregation point, that over-subscription of transport bandwidth will not be allowed?

[See Addendum item for 2.7.I.](#)

5. Should a vendor supply a complete Opp-X solution verses an Opp-X Cap-X solution, would the Opp-X offer be considered a change to the IFB as it is written?

[There is nothing in this IFB that restricts the vendor pricing methodology other than LCP. Refer to 2.15.](#)

6. We currently serve one school that is in a district that had combined campuses. Can we bid just one school since we have fiber facilities there already?

[Yes. Refer to 2.3.](#)

7. Section 2.7.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. “

Please clarify, if the school is connected to one of the state aggregation points (for example one of the AREON hubs listed in Figure D) are we ALSO required to provide either a VPN connection or Ethernet connection to One Capitol Mall

[Neither is required.](#)

or is section Q only relevant in a DIA bid?

[Yes.](#)

8. Section 2.7.S states; “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. “

Please clarify how physical access to the site will be handled. Will it be escorted access? If so; Will 24x7 access be permitted? Will there be a charge for escorted access? How will access requests be handled and how quickly will an escort be available to allow us in to the site?

If non escorted access;

Will our equipment be in its own rack or shared?

Will the rack have a common fuse panel or will each vendor have their own fuse panel?

How will our equipment be secured?

[See Addendum, “ADDITIONAL SPECIFICATIONS”, 2.16 ACCESS INFORMATION.](#)

9. **Pricing sheets**

The spread sheets (specifically 5, 6, 8, 9, 17 tables for 18-23 and taxes & fees 23) are set up where the columns cannot be adjusted. These spread sheets only lack a little bit (one column) fitting on an 8x14 sheet. Can you

provide a password or other means so the sheets can be adjusted?

Columns are now adjustable. See Addendum.

10. **2.6 High Bandwidth Internet Access.** This speaks of supplementation for existing contracts for internet at existing state aggregation sites. I don't understand who this is intended for exactly. Is it written for any potential vendor bidding to supply a contractual circuit to school hub(s) and state aggregation site(s), or is this intended for a much larger provider bidding for aggregation/supplemental circuits to state aggregation sites. I am assuming that it pertains to the latter of the two because 2.6.F states a requirement of being a Tier-1 or Tier-2 provider with multiple, diverse BGP4 based handoffs which the majority of smaller providers aren't capable of.

Your assumption is correct.

11. Will any consideration be given to extend the bid due date by 7 to 14 days?

No.

12. Can ADE, K-12 Schools E-Rate eligible entities, and educational service cooperatives purchase directly off the awarded contract?

Refer to 2.1.

13. Will the pricing sheets be unlocked other than the formulas for pricing?

See question # 9 above.

14. **2.7 Service Technical Requirements E. #9.** Can vendor provide managed firewall services at state aggregation sites?

Yes, on Table 18 and/or Table 19.

15. **2.7 Service Technical Requirements Q.** If Ethernet services are terminated by the vendors in the other aggregation data centers throughout the state, is DIS responsible for delivering the schools to the hosted services location at 1 Capitol Mall.

Yes.

16. **1.7 Record Retention** Can the state provide statute reference for current State of Arkansas Law that refers to record retention as detailed?

See Addendum item for 1.7.B.

17. In Section 2.15 in referring to awards for future sites, the reference is made to giving first right of refusal to the vendor “with the lowest average cost per Mbps of all vendors for all locations who bid in that exchange...” Would consideration be given to a fairer means of assessing this option that is based on another methodology that is fair to all prospective bidders? “Exchange” is a LEC term. MSOs (Multi-System Operators/Cable providers) do not function in groups referred to as “exchanges”, therefore confining a MSO to a LEC “exchange” could be confining.

No.

18. Would it be possible to have other addresses added to Figure D that would help ensure a fairer bidding process for all bidders?

No.

19. In Section 2.15 B. 1. “The lowest average cost per Mbps will be calculated by averaging all required speeds.” The previous sentence states that “the primary award will be made on a per school location basis.” Is it correct to conclude that ONLY rates for that ONE school site will be summed, then averaged to compute the average cost/Mbps per Vendor?

Yes.

20. Will DIS consider BGP peering instead of OSPF peering for Vendor Hub to DIS Hub connections?

Yes. Refer to 2.7.I.1.

21. If one particularly [sic] vendor provides the best pricing for a Firewall appliances and wins all of the firewall business yet doesn't win the access circuit/managed router business, how will DIS facilitate access to the Firewall or management? Perhaps a L3VPN for MGMT of the firewall or an accessible subnet in the single VRF?

Refer to 2.7.E.

22. Many firewall vendors provide IPS with their product. What specifically about Reputation Digital Vaccine do you want to ensure is included. Is it simply that you want the IPS to update online automatically?

See Addendum items for 2.7.E.8.

23. The firewall request to have “out of flow” or “pass-by” capabilities also seem to lean towards HP's TippingPoint Firewall. Is it DIS's desire to have a L2 fallback capability through the firewall in case of firewall failure.

Yes.

Is [sic] so, doesn't this “pass-by” state leave your network non-CIPA compliant? In other words is it legal with regards to CIPA to allow a “pass-by” state.

See Addendum items for 2.7.J.1 and 2.7.K.6.

24. Can someone bid on the managed services for circuits only without bidding on the actual circuits?

No. Refer to 2.7.E.

25. Can [Vendor] bid on managed services only for circuits we don't bid on?

No. Refer to 2.7.E.

26. Table 23 (taxes and fees) -- as the exact amounts vary in each city and county, is it sufficient to list or provide just the common state/federal taxes and fees for each location?

See Addendum for Revised Price Sheet "Instructions for Table 23" Tab and "Taxes and Fees Table 23" Tab and Figure F: Price Sheet Table Information (Table 23).