



**STATE OF ARKANSAS**  
**OFFICE OF STATE PROCUREMENT**  
 1509 West 7th Street, Room 300  
 Little Rock, Arkansas 72201-4222

## ADDENDUM 1

TO: Contractors Addressed  
 FROM: Stephanie Cellers, Buyer  
 DATE: 03/16/2018  
 SUBJECT: SP-18-0098 Ethernet Transport, PRI Service, Satellite Service, and Point to Point T1 Service

The following change(s) to the above-referenced IFB have been made as designated below:

- ☒ Change of specification(s)
- ☒ Additional specification(s)
- ☐ Change of bid opening time and date
- ☐ Cancellation of bid
- ☐ Other

### BID OPENING DATE AND TIME

- Bid opening date and time shall remain unchanged.

### ADDITIONAL SPECIFICATIONS

- Add the following to Section 1.5 Acceptance of Requirements:
  - C. Per Arkansas' Procurement Laws and Rules 19-11-229(a)(3) and 19-11-229(h)(2)-(h)(2)(ii) *Competitive Sealed Bidding*, the State **shall not** consider or accept additional terms and conditions submitted by Prospective Contractors.
- Add the following to Section 2.7(F)(1) Price Sheet Instructions and Award Criteria:
  - d. Ethernet site addresses where DIS files for reimbursement through the Rural Health Care (RHC) programs administered by USAC **shall not** be awarded in this bid. Rural health sites will be bid separately in a forthcoming bid issued by the Office of State Procurement. Prospective Contractors should not enter pricing information for rural health sites in Table 2 of the *Official Bid Price Sheet*.
- Add the following to Section 2.11(J) Outages:
  - 5. If the awarded Contractor(s) have response and resolution times which exceed the service levels in *Figure D: Severity Levels*, the Contractor may offer it as an amendment to the awarded contract.
- Add the following to Section 2.18 Performance Standards:
  - I. If the awarded Contractor(s) have service level agreements which exceed the performance standards, the Contractor may offer it as an amendment to the awarded contract.

### CHANGE OF SPECIFICATIONS

- Delete 2.3 (A)(4)(b-c) Schedule and replace with the following:
  - b. Greater than 100Mbps and less than 1Gbps **must** be 1000BaseSX (preferred for MM and SM fiber) or 1000BaseLX for SM fiber, unless specified differently by the customer when the service is ordered. Contractor **must** notify DIS before installation of 1000BaseLX for SM fiber.
  - c. Greater than 1Gbps **must** be 10GBase-SR (preferred for MM and SM fiber) or 10GBase-LR for SM fiber, unless specified differently by the customer when the service is ordered. Contractor **must** notify DIS before installation of 10GBase-LR for SM fiber.
- Delete 2.6 (A)(2-3) Schedule and replace with the following:
  - 2. If the proposed timeline schedule exceeds the requested initial installation interval of fifteen (15) calendar days or the proposed initial Contractor service date for Satellite Service or Point to Point T1 Service, it **must** be agreed to in writing by DIS.
  - 3. If the proposed timeline schedule exceeds the requested initial installation interval of thirty (30) calendar days or the proposed initial Contractor service date for Ethernet Service, it **must** be agreed to in writing by DIS.
- Delete 2.15 (A) Delivery and Provisioning of Service and replace with the following:
  - A. DIS requests delivery within fifteen (15) calendar days after receipt of the order (ARO) for PRI Service, Satellite Service and Point to Point T1 Service, and thirty (30) calendar days after receipt of the order (ARO) for Ethernet Service. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. (See *Bid Response Packet*) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.
- Delete 2.18 Figure E: Performance Standards and replace with the following:

PERFORMANCE STANDARDS			
Vendor's Network Availability (Ethernet Service)			
Service Criteria	Acceptable Performance	Damages	Measurement
<b>Contractor Network Service Interruption</b>	99.95% Network Availability each calendar month.	For each 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption.	Contractor (preferred) or DIS provided monthly report based on a 30-day calendar month average.

Initial Service Delivery (PRI Service, Satellite Service, and Point to Point T1 Service)			
Service Criteria	Acceptable Performance	Damages	Measurement
<b>Missed Initial Service Delivery</b>	DIS requests service delivery within fifteen (15) calendar days after receipt of the order (ARO). If this delivery date cannot be met, Contractor <b>must</b> negotiate with DIS within ten (10) calendar days to set the number of days required to place the commodity or service in DIS' designated locations. This delivery time <b>shall</b> obligate the Contractor to complete delivery by DIS' negotiated date. Extended delivery dates may be considered when in the best interest of DIS, in which case Contractor's performance could not be negatively impacted.	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 and through a maximum of ninety (90) calendar days.	DIS <b>shall</b> withhold from Contractor's compensation the following sum:  $(A/B)*50\%*C = D$  A = Monthly Contract Rate B = 30 (daily rate) C = Number of days beyond due date interval D = Damages to be Assessed
Initial Service Delivery (Ethernet Service)			
Service Criteria	Acceptable Performance	Damages	Measurement
<b>Missed Initial Service Delivery</b>	DIS requests service delivery within thirty (30) calendar days after receipt of the order (ARO). If this delivery date cannot be met, Contractor <b>must</b> negotiate with DIS within twenty (20) calendar days to set the number of days required to place the commodity or service in DIS' designated locations. This delivery time <b>shall</b> obligate the Contractor to complete delivery by DIS' negotiated date. Extended delivery dates may be considered when in the best interest of DIS, in which case Contractor's performance could not be negatively impacted.	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 and through a maximum of ninety (90) calendar days.	DIS <b>shall</b> withhold from Contractor's compensation the following sum:  $(A/B)*50\%*C = D$  A = Monthly Contract Rate B = 30 (daily rate) C = Number of days beyond due date interval D = Damages to be Assessed

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your bid.

If you have any questions please contact Stephanie Cellers at [stephanie.cellers@dfa.arkansas.gov](mailto:stephanie.cellers@dfa.arkansas.gov) or (501) 371-6065.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_