



**STATE OF ARKANSAS**  
**DEPARTMENT OF INFORMATION SYSTEMS**  
1 Capitol Mall  
P.O. Box 3155  
Little Rock, Arkansas 72203

**REQUEST FOR PROPOSAL**  
**BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Bid Number:	<b>DIS-19-0001</b>	Solicitation Issued:	12-20-2018
Description:	E-rate Consulting and Support Services		
Agency:	Arkansas Department of Information Systems and Arkansas Department of Education		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	January 14, 2019	Bid Opening Time:	4:00 p.m., Central Time
<p>Bids <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review. It is not necessary to return "no bids" to DIS.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Department of Information Systems 1 Capitol Mall, 3<sup>rd</sup> Floor Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to DIS's street address on a schedule determined by each individual provider. These providers will deliver to DIS based solely on the street address.</p>
RFP's Outer Packaging:	<p>Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> <li>• RFP number</li> <li>• Date and time of bid opening</li> <li>• Vendor's name and return address</li> </ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
DIS Buyer:	Mike Hill	Buyer's Direct Phone Number:	501-683-3290
Email Address:	Mike.A.Hill.@arkansas.gov	DIS's Main Number:	501-682-4990
DIS Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

**SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION****1.1 PURPOSE**

This Request for Proposal (RFP) is issued by the Department of Information Systems (DIS) and the Arkansas Department of Education (ADE) to obtain pricing and a contract for E-rate consulting and support services.

**1.2 TYPE OF CONTRACT**

- A. A Term contract will be awarded to a single vendor.
- B. The initial term of this contract **shall** be for three (3) years.
- C. The contract may be extended annually by mutual agreement up to a total of seven years.

**1.3 ISSUING AGENCY**

DIS, as the issuing office, is the sole point of contact throughout this solicitation.

**1.4 BID OPENING LOCATION**

Bids submitted by the opening time and date **shall** be opened at the following location:

Department of Information Systems  
1 Capitol Mall, 3<sup>rd</sup> Floor  
P.O. Box 3155  
Little Rock, Arkansas 72203

**1.5 DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *RFP Solicitation*, whether submitted in the vendor's bid response or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

**1.6 DEFINITION OF TERMS**

- A. DIS has made every effort to use industry-accepted terminology in this *RFP Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of RFP Solicitation*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request For Proposal", "RFP" and "RFP Solicitation" are used synonymously in this document.

**1.7 RESPONSE DOCUMENTS****A. Bid Response Packet**

- 1. The original *Bid Response Packet* **must** be submitted on or before the bid opening date and time.
- 2. The *Bid Response Packet* should be clearly marked "Original" and **must** include the following:
  - a. Original signed *Bid Signature Page*.
  - b. Original signed *Agreement and Compliance Pages*.
  - c. The *Bid Solicitation* response to the *Information for Evaluation* section included in the *Proposal Packet*.
  - d. Other documents and/or information as expressly required in this *Bid Solicitation*.

Note: Vendor **shall** be responsible for reviewing ALL specifications for mandatory document submissions.

3. The following items should be submitted in the original *Bid Response Packet*.
  - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
  - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. *Official Bid Price Sheet*. (See *Pricing*.)

1. Vendor's *Official Bid Price Sheet* **must** be submitted in electronic copy format, preferably on a flash drive. A CD will also be acceptable.
2. Vendors **shall** not lock or password-protect the submitted price sheets.
3. The submitted price sheet data **shall** be evaluated using Excel formulas and **must** be accessible, sortable, and allow for pivot table creation from the data.

C. *Additional Copies and Redacted Copy of the Bid Response Packet*

In addition to the original *Bid Response Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. *Additional Copies of the Bid Response Packet*
  - a. Three (3) complete hard copies (marked "COPY") of the *Bid Response Packet*.
  - b. Four (4) electronic copies of the *Bid Response Packet*, in MS Word/Excel format, preferably on four (4) flash drives. CDs will also be acceptable.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
  - d. If DIS requests additional copies of the response packet, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted (marked "REDACTED") copy of the original *Bid Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

## 1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their response.

B. The original *Bid Response Packet* and all copies should be arranged in the following order:

- *Signature Page*.
- *All Agreement and Compliance Pages*.
- *Proposed Subcontractors Form*.
- Bid Submission Sheet
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*.
- *Equal Opportunity Policy*.
- *Voluntary Product Accessibility Template* (VPAT).
- Other documents and/or information as expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.

- *Official Bid Price Sheet* submitted in electronic format.

### 1.9 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page* included in the *Bid Response Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
  1. Additional terms or conditions submitted intentionally or inadvertently.
  2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

### 1.10 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Bid Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

### 1.11 **SUBCONTRACTORS**

Subcontractors are not allowed to perform work under the terms of this contract.

### 1.12 **PRICING**

- A. Vendor(s) **must** include all pricing on the *Official Bid Price Sheet* only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate Excel file posted with this *Bid Solicitation*.
- B. The Official Bid Price Sheet includes Bid Instructions. The vendor **must** abide by the Bid Instructions when completing the Price Sheet.
- C. To allow time to evaluate proposals, prices **must** be valid for 60 days following the bid opening.
- D. Failure to complete and submit the electronic *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. Vendor's original *Official Bid Price Sheet* **must** be submitted in electronic copy format, preferably on a flash drive. A CD will also be acceptable.
- G. Vendors **shall not** lock or password-protect the submitted price sheets.
- H. The submitted price sheet data **shall** be evaluated using Excel formulas and **must** be accessible, sortable, and allow for pivot table creation from the data.

### 1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

### 1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
  - The prices in the bid have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.

- B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

#### 1.15 **PROPRIETARY INFORMATION**

- A. Response documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive. A CD is also acceptable.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission document is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

#### 1.16 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through DIS Procurement Coordinator, Mike Hill.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the *Official Bid Price Sheet*.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted only in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by DIS.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this *RFP* and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

#### 1.17 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by DIS.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening up to a maximum of 30 days for the overall bid posting and may or may not include changes to the *Bid Solicitation*.
- C. The vendor **shall** be responsible for checking the DIS website, <https://www.dis.arkansas.gov/newsroom>, for any and all addenda up to bid opening.

#### 1.18 **AWARD PROCESS**

A. Successful Vendor Selection

The Grand Total Score for each vendor, which **shall** be a sum of the Score and Cost Score, **shall** be used to determine the ranking of proposals. The vendor with the highest-ranking proposal **shall** move forward to the next step in the solicitation process.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest-ranking vendor. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.

2. If negotiations fail to result in a contract, the State **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest-ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time as the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the DIS website at <https://www.dis.arkansas.gov/newsroom>.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. DIS **shall** have the right to waive the policy of Anticipation to Award or shorten the 14 day period when it is in the best interest of the State.
4. It is the vendor's responsibility to check the DIS website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which will include Legislative review and approval.
2. A DIS Procurement Official will be responsible for award and administration of any resulting contract.

**1.19 MINORITY BUSINESS POLICY**

A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

**1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

A. In compliance with Arkansas Code Annotated § 19-11-104, DIS is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but should also be included as a hardcopy accompanying the solicitation response.

- C. The submission of an *EO Policy* to DIS is a one-time Requirement. 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.
- D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

### 1.21 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with DIS stating that they do not employ or contract with illegal immigrants.
- B. DIS will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

### 1.22 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically DIS Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

### 1.23 **TECHNOLOGY ACCESS**

- A. 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 technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) 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.
- B. 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) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, 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:
  - 1. 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
  - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
  - 4. 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;
  - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
  - 6. Integrating into networks used to share communications among employees, program participants, and the public
  - 7. 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

- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### **1.24 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/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

#### **1.25 VISA ACCEPTANCE**

- A. Awarded vendor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

#### **1.26 PUBLICITY**

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without DIS’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor’s bid to be disqualified.

#### **1.27 RESERVATION**

The State **shall not** pay costs incurred in the preparation of a bid.

## SECTION 2 – MINIMUM REQUIREMENTS

### 2.1 **INTRODUCTION**

This *Request for Proposal* (RFP) is issued by the Department of Information Systems (DIS) and the Arkansas Department of Education (ADE) to obtain a proposal and a contract for E-rate consulting and support services to be billed to ADE or DIS as specified on the Purchase Order.

### 2.2 **PROJECT CONCEPT**

In consultation with and approval by ADE and DIS, the vendor **must** provide E-rate Consulting and Support Services, which **shall** include but not limited to the following services:

- A. E-rate application/Form filing with consulting and support services for the State of Arkansas K12 network.
- B. E-rate application support services offered to all Arkansas education service cooperatives, public school districts, and public charter schools.
- C. The vendor services **must** include but not be limited to:
  - year-round training; presentations;
  - help-desk support for the school districts in their E-rate application preparations;
  - preparation, filing, monitoring, tracking and respond to E-rate Forms/audits/selective reviews/and other USAC correspondence related to the State K12 network; and
  - develop/submit reports and comments in response to state and federal information requests.
- D. Optional onsite E-rate training at up to five locations in Arkansas during a single week before the E-rate window opens is also being bid. The State will pay for mileage, plus lodging, meals and miscellaneous expenses as covered in <http://www.gsa.gov/portal/category/100120> .

### 2.3 **STATE K12 NETWORK BACKGROUND**

E-rate Funding year 2016 was the end of the second year of a two year project to replace the old K12 Wide Area Network (WAN) that had connectivity to every public school campus, educational service cooperative, and public charter school. This network is known as the Arkansas Public School Computer Network (APSCN) and was funded by ADE.

Over recent years many school districts have connected their campuses with a Metropolitan Area Network (MAN) to better serve their school district needs. This reduced the quantity of circuits, but increased the bandwidth needs to district hubs.

The State Educational Technology Directors Association (SETDA) and Federal Communications Commission (FCC) had recommended minimum targets for K12 bandwidth in preparation for future demand. SETDA/FCC recommended 2014-2015 bandwidth requirements of 100Kbps per student for each school district. The old APSCN WAN and the vendor contracts were not able to provide even 100Kbps per student.

The State issued and awarded bids in the spring of 2015 for switched Ethernet service to allow the State to purchase broadband access while keeping ahead of future demand including the recommendations for schools to provide a minimum circuit capacity of 1Mbps per student in the future. These bids include MAN options for districts.

ADE has initially funding the new K12 WAN at 200 Kbps per user in an effort to allow ADE to fund the network to the maximum bandwidth while keeping their cost within the ADE budget. The number of school district WAN hubs and educational service cooperatives currently totals 280 plus the vendor aggregation circuits, backbone circuits, and Internet connectivity. Including the MAN connectivity purchased by school district from the State, the total individual circuits amount to about 450 circuits which serve some 480K users in 280 school districts and public charter school campuses. These circuits are provided by 23 different vendors. The State E-rate applications support activities for all Arkansas education service cooperatives, public school districts, and public charter schools.

For funding years 2012, 2013, and 2014 the State applications had an issue raised by USAC related to contract extensions on some applications. Also, the FCC found a duplicative issue where both the State and the school districts were contracting for Internet connectivity with each filing for E-rate reimbursement. DIS filed a waiver with the FCC, and the FCC ruled in our favor, but giving us 2 years to resolve the issues. This delayed the funding for some applications.

For funding year 2015 because of the transitions from one State contract to another and the associated disconnects of the school's Direct Internet Access (DIA) service, USAC required us to provide them almost weekly progress reports on the transition of school districts to the new K12 network. The school districts were funded fairly well but the State was not. Due to several issues the State was only recently funded for 2015 and was able to post the BEARs.

For 2016 we were funded earlier than 2015 and most of the reimbursements have been received.

For 2017 we have been funded but have been delayed in obtaining the Form 479s for 2017.

We are now in the process of filing the BEARs for 2017. The consortium Form 471s have been filed for 2018. The vendor will be expected to handle any issues related to all of these and future years during the life of the award coming from this RFP.

Until recently the State network (BEN157107), the E-rate filing, answering the Universal Service Administrative Company (USAC) questions, answering school district E-rate questions, and staying abreast of the ever changing E-rate process was all handled by DIS and ADE personnel.

ADE elected to outsource the work to a firm specializing in E-rate Consulting Services. The current 24 month E-rate Consulting Services Contract expires February 23, 2019. The ADE CFO has asked DIS to prepare this RFP to replace that contract. DIS and ADE will review/rate the RFP vendor responses and recommend an award. ADE will pay for the services provided by the vendor awarded.

## **2.4 CONTRACTOR INTENT TO RESPOND**

**Any contractor wishing to respond to this RFP should declare their intent to do so to the buyer listed on the cover page of this RFP. Upon notification, the buyer will send the *Vendor Response Packet* to the listed contact.**

## SECTION 3 - EVALUATION INFORMATION

### PROPOSAL FORMAT

Bidder(s) should follow the format below when preparing their technical proposal response packet. The original proposal and all copies should be indexed and tabbed with the below sections clearly marked. Bidder(s) should make the proposal easy for the evaluators to read and reference. Proposal response should be ordered as follows:

- 1. Table of Contents** - The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.
- 2. Executive Summary** - The Executive Summary should be limited to no more than three (3) pages and should provide a concise summary of the services and deliverables being offered to meet the requirements of this solicitation; the Vendor's approach to providing services; and justification as to why the Vendor is the best qualified to provide services.
- 3. Bidder's Background, Experience, and Qualifications** - (Section 3.1)
- 4. Method of Performance** - (Section 3.2 A. B. C. D.)
- 5. Contract and Grant Disclosure and Certification Form**
- 6. Equal Employment Opportunity Policy**
- 7. Employment of Illegal Immigrants online certification print out**
- 8. Restriction of Boycott of Israel Certification**

The bidder **should** present a detailed description of all services proposed in response to this RFP. It is the bidder's responsibility to make sure that all services are adequately described.

**BIDDERS SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE RESPONSE PACKET. PROPOSALS CONTAINING SUCH COST OR PRICE INFORMATION IN THE PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP.**

### 3.1 CONSULTANT'S BACKGROUND, EXPERIENCE, AND QUALIFICATIONS

#### A. Company Background (80 POINTS)

1. Describe your company including the year your company was established, the number of years E-rate business, location of company headquarters, and the year it began providing telecommunication consulting services.
2. Describe any recent (3 years or less) or pending mergers, acquisitions, or re-organizations that have been or may be encountered by your company and the anticipated impact of such events on your company.
3. Describe any current legal actions against your company, (pending or resolved within the past three years from date of issuance of this RFP that are or were held in a legal venue within the United States), in particular as it relates to the services you are proposing in response to this RFP, and provide the current status of any such actions.
4. The vendor **must** have three (3) years' experience providing E-rate consulting and support services of a similar nature, scope, complexity, size, and responsibility on behalf of more than one public governmental entity.

#### B. Organization and Staffing (80 points)

1. Provide an organizational chart that identifies the key personnel that you propose to be involved in providing the proposed services and their direct chain of report.

2. Describe the roles and responsibilities of the key personnel assigned to support and oversee this contract and an estimated percentage of time they would be committed to this contract. This can include employment history, education, years of experience, relevant certifications, information regarding comparable accounts and roles.

3. Provide resumes for key personnel as applicable that will be assigned to this account. (2 pages max. per person)

**C. Ethics (20 Points)**

1. Code of Conduct Including that the vendor **does NOT** provide or have the following:

- Sell or offer any E-rate eligible services.
- SPIN (Service Provider Information Number).
- Prepare technology plans.
- Provide clients on what technology to procure or from whom to purchase it.
- Receive payment from service providers based on sales to E-rate applicants.

2. Code of Ethics

3. Code of Client Confidentiality or Non-Disclosure.

**D. References**

Submit a minimum of three (3) references. The references should be similar in scope, complexity, size, and responsibility relevant to the services as described in the RFP.

**Reference Information Table**

Provide the following information on separate sheets for each of the **three (3)** vendor references provided

<b>Vendor Name:</b>	
<b>Customer Name:</b>	
<b>Address:</b>	
<b>Name of Contact:</b>	
<b>Title:</b>	
<b>Email Address:</b>	
<b>Telephone Number:</b>	
<b>Contract or Service Period (month/year to month/year):</b>	
<b>Please briefly describe the scope of the services provided:</b>	

<b>Vendor Name:</b>	
<b>Customer Name:</b>	
<b>Address:</b>	
<b>Name of Contact:</b>	
<b>Title:</b>	
<b>Email Address:</b>	
<b>Telephone Number:</b>	
<b>Contract or Service Period (month/year to month/year):</b>	
<b>Please briefly describe the scope of the services provided:</b>	

<b>Vendor Name:</b>	
<b>Customer Name:</b>	
<b>Address:</b>	
<b>Name of Contact:</b>	
<b>Title:</b>	
<b>Email Address:</b>	
<b>Telephone Number:</b>	
<b>Contract or Service Period (month/year to month/year):</b>	
<b>Please briefly describe the scope of the services provided:</b>	

**3.2 SCORING****0 = Unacceptable 1 = Poor 2 = Marginal 3= Acceptable 4 = Good 5 = Excellent****3.2 CONSULTANT'S METHOD OF PERFORMANCE**

Describe how the vendor will work with ADE and DIS or its designee to provide:

**A. E-rate Consulting and Support Services. (25 points)**

1. E-rate Application/Form filing plus consulting and support services for the State of Arkansas to meet the federal timeline.
2. Include E-rate eligibility estimates for vendor services proposed and impacts on E-rate funding.
3. Describe your process for ensuring that all services for which E-rate discounts are requested under State contracts are E-rate eligible.
4. Describe assisting ADE and DIS staff with the development and implementation of an E-rate Program Action Plan (organizational process and structure) that will ensure continued E-rate Program compliance and facilitate maximum receipt of E-rate funding.
5. Work in conjunction with ADE and DIS staff to perform an internal management review and assessment of current practices at state and district level.

**B. E-rate Communications Services. (50 points)**

1. Provides progressive training for E-rate stakeholders offered (voice calls individually or conference call, video conferencing, and optional stand-up training).
2. Makes presentations at Arkansas education and technology conferences as requested.
3. Offers Web and print-based strategies for communicating with Arkansas E-rate stakeholders including but not limited to a weekly newsletter with typical content.
4. Provides telephone help-desk support with additional availability in the days/hours immediately preceding E-rate filing deadlines.
5. Provides E-mail and phone support for school districts.
6. Provides notification of Arkansas schools on changes to their funding requests.
7. Interprets rules and guidelines including FCC/USAC updates and changes.
8. Represents Arkansas at FCC/USAC/SECA meetings and training.
9. Provides School district and State access to current and historical funding data for both the State and school districts.
10. Provides DIS, ADE, and the school districts web portal/online database with a description of vendor provided features.

**C. E-rate Application/filing Services. (60 points)**

1. Describe how the vendor prepares, files, monitors, and tracks responses to E-rate forms/audits/selective reviews/and other USAC correspondence.
2. Assists in resolving filing questions, problems, inquiries, PIA reviews and audit support from USAC.

3. Formulates an appeal process based on an adverse decision from an E-rate filing along with success rate on appeals.
4. Gathers and secures DIS and ADE E-rate program related records, maintain a secure records database, and be able to transfer these records to any future E-rate consultant or to the State. Develops/submits reports and comments in response to state and federal information requests.
5. Aids DIS, ADE and the State Office of State Procurement in the preparation of any future procurement documents for K12 solutions to ensure E-rate compliance.
6. Reviews all E-rate invoices prior to submission for funding reimbursements.
7. Describe the vendor functions available during the planning, bidding, application, service, and funding of E-rate eligible services.
8. Provides assistance with application preparation and submission (Forms 470, 471, etc.) for schools including reviewing requirements for CIPA compliance, reviewing discount calculation data, reviewing FRNs, reviewing Item 21 data, assisting with identifying necessary documents.
9. Compares services being delivered to Item 21 documentation.
10. Tracks the status of the state's application process, reimbursements, and billing discount expectations.
11. Confirms that contracted service providers maintain updated annual certifications with the FCC.

#### **D. E-rate Planning Services (40 points)**

1. Assists ADE and DIS staff with the development and implementation of an E-rate Program Action Plan (organizational process and structure) that will ensure continued E-rate Program compliance and facilitate maximum receipt of E-rate funding. Provides guidance in determining strategic initiatives that will maximize E-rate involvement.
2. Works in conjunction with ADE and DIS staff to perform an internal management review and assessment of current practices at state and district level.
3. Works in conjunction with ADE and DIS staff to ensure a collaborative approach to state contracting that will satisfy the E-rate requirements for schools and libraries.
4. Provides a Project Manager that will act as a single point of contact for ADE/DIS.
5. Provides a Risk Management Plan where risks to the State E-rate Program are identified, their probability and impact estimated, and a mitigation plan is outlined.
6. Provides support to school districts in developing solicitations and contracts to facilitate the application process.
7. Provides an Issues log with real or anticipated problems and possible solutions that need to be brought to the attention of ADE and/or DIS.
8. Provides status reports or summaries that outline the work accomplished during the reporting period.

The contractor is encouraged to include EXAMPLES of reports, spreadsheets, or any supporting documentation as Attachments and appropriately reference in the response: See Attachment 3.2 D.8. (example of attachment for 8. Above) and appropriately label all attachments. "See attachment" **should not** be the vendor's entire response.

**SECTION 4 – CRITERIA FOR SELECTION**

*Do not provide responses to items in this section.*

**4.1 PROPOSAL SCORE**

- A. DIS will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. DIS and ADE appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor’s response to the *Evaluation Information* section included in the *Technical Proposal Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agencies.
- C. The agency has assigned Percentages to each sub-section according to its significance.

Section	Maximum RAW score for each Sub-Section	Evaluator's RAW Score for Sub-Section
Company Background	100	
Organization and Staffing	100	
Ethics	40	
3.2 A. Consulting and Support services 25	100	
3.2 B. Communications Services 50	200	
3.2 C. Application/filing Services 60	120	
3.2 D. Planning Services 40	40	
<b>Total</b>	700	0

Vendor’s scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

**4.2 COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest three-year grand total as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score). Table Two (2) provides for pricing of optional onsite E-rate training sessions not included in the scoring.
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:
  - (A/B)\*(C) =D
  - A = Lowest Total Cost
  - B = Second (third, fourth, etc.) Lowest Total Cost
  - C = Maximum Points for Lowest Total Cost
  - D = Total Cost Points Received

**4.3 GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor.

Maximum Weighted Scores		
	%	Points
Consulting and Support	70%	700
Cost	30%	300
Grand Total	100%	1,000

**4.4 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUES**

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Vendor Proposal Packet* **shall** signify the vendor’s understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.
- C. Interviews may be conducted to clarify contractor’s responses.

## SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS

*Do not provide responses to items in this section.*

### 5.1 PAYMENT AND INVOICE PROVISIONS

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.

By mutual agreement, invoices may be emailed to [dis.accounts.receivable@arkansas.gov](mailto:dis.accounts.receivable@arkansas.gov).

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by DIS.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after the vendor has successfully satisfied DIS as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The vendor **must** invoice ADE or DIS by an itemized list of charges. The Purchase Order Number and/or the Contract Number **must** be referenced on each invoice.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

### 5.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - The right to possession.
  - The right to accrued payments.
  - The right to expenses of deinstallation.
  - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by DIS.
- J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:
  - The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
  - The contract has required the State to carry insurance for such risk.

### **5.3 CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless DIS 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 vendor.

### **5.4 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 equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract. 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 vendor; 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. The vendor and the State **shall not** 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 vendor; 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. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor 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.

### **5.5 RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** 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.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

## **5.6 PRICE REVIEW**

- A. The pricing **shall** be firm and **shall not** be subject to being increased during any contract term.
- B. Annual price reductions may be sought if DIS or ADE decreases use of services.
- C. It is understood that if the parties are unable to agree on decreased pricing, DIS may, at its sole discretion, elect to terminate the vendor(s) contract and issue a solicitation for the services terminated.

## **5.7 CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

## **5.8 CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

## **5.9 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** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

## **5.10 SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall** not be affected by such declaration or finding and **shall** be fully performed.

## **5.11 LICENSE AGREEMENTS / SLA'S/SERVICE REQUEST DOCUMENTS**

- A. The State **shall not** accept nor execute any vendor's license agreements, service agreements, or Service Request documents. The RFP and the awarded vendor's bid response to the RFP, and any State 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 using documents such as Purchase Orders or Work Orders.
- 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 not** be binding 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).
- C. Any vendor Master Agreement or Terms and Conditions previously negotiated and on file with DIS **shall not** be considered in response to this solicitation or referenced by the vendor in their response.

## SECTION 6 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall 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 **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* 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 **shall** have 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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
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 Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
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 vendor.
10. **AMENDMENTS:** Vendor's proposals 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.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. 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 vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **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. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** 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 vendors list or suspension of eligibility for award.
17. **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.
18. **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 *Bid Solicitation*, (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.
19. **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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency or by DIS. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.  
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 under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall 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 advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, 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.
27. **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.