



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

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-20-0060	Solicitation Issued:	January 13, 2020
Description:	High Bandwidth Transport and Internet		
Agency:	TSS Division of Information Systems		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	February 12, 2020	Bid Opening Time:	2:00 p.m. Central Time
<p>Deliver bid submissions for this Invitation for Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Tanya Freeman	Buyer's Direct Phone Number:	501-682-4140
Email Address:	Tanya.freeman@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Division 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 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award to a single or multiple Contractors based on the lowest cost per address.
- B. The anticipated starting date for any resulting contract is 07/01/2020, except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation for Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- G. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.

- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. Acronyms used throughout the solicitation:

Figure A, Acronyms

<u>Acronym</u>	<u>Description</u>
ADE	Arkansas Department of Education
AREON	Arkansas Research & Education Optical Network
ARO	After Receipt of Order
ATA	Anticipation to Award
BTOP	Broadband Technology Opportunities Program
CIR	Committed Information Rate
DIS	Division of Information Systems
EO	Equal Opportunity
FCC	Federal Communications Commission
FOIA	Freedom of Information Act
Gbps	Gigabits Per Second
ID	Identification
IFB	Invitation for Bid
IP	Internet Protocol
MAN	Metropolitan Area Network
Mbps	Megabits Per Second
NIST	National Institute of Standards and Technology
NOC	Network Operations Center
NS/EP	National Security and Emergency Preparedness
OC&C	Other Charges and Credits
OSP	Office of State Procurement
OSPF	Open Shortest Path First
PSC	Public Service Commission
SAP	Service Action Plan
SETDA	State Educational Technology Directors Association
SPIN	Service Provider Identification Number
TSP	Telecommunications Service Priority
VPAT	Voluntary Product Accessibility Template
VPN	Virtual Private Network
VPR	Contractor Performance Report
WAN	Wide Area Network

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

1. The following are Bid Submission Requirements and **must** be submitted in the original *Bid Response Packet*.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.
 - b. *Bid Submission Sheet*
 - c. One (1) original copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*.
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before January 20, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*. The Prospective Contractor **shall** submit questions using Response Template O-1 Written Questions. The questions **must** be submitted in the original file format "Microsoft Excel" as denoted in Template O-1.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on January 24, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.

- D. An oral Statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- B. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.10 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for 180 days following the bid opening.
- C. **DO NOT** submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

1.11 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.12 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the Prospective Contractor 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 warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.

- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

1.15 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 **AWARD PROCESS**

- A. Successful Contractor Selection
 - 1. Award will be made on a per location basis to a single Contractor or multiple Contractors, for Ethernet Network Transport Services.
 - 2. 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.

3. See Section 2.17 for additional information regarding Award Criteria.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the 14 day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

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

1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

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

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

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.19 EQUAL OPPORTUNITY POLICY

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

- B. *EO Policies* should be included in the solicitation response.
- C. Contractors 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. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written Statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

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 Prospective Contractor 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 Prospective Contractor 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 Prospective Contractor's commodity or service **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/State-technology-cost-analysis/architecture-compliance/>. 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 Contractor 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) **must 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. Do not discuss the solicitation nor your bid response, nor issue Statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.27 RESERVATION

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

SECTION 2 – REQUIREMENTS

- ***Do not provide responses to items in this section unless specifically and expressly required.***

2.1 INTRODUCTION

- A. This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Division 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.
- B. Consistent with the State of Arkansas' commitment to public-private partnerships, DIS seeks bids for connectivity from school district hubs to Contractor aggregation locations, between Contractor aggregation locations and State aggregation locations, and connectivity between two or more State aggregation locations from private sector Contractors for a variety of network options.
- C. Additionally, DIS seeks bids for connectivity between some school district hubs and other school buildings within those districts, creating Metropolitan Area Networks (MANs).
- D. 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) had recommended minimum targets for K12 bandwidth in preparation for future demand. Initially SETDA/FCC recommended bandwidth requirements of 100Kbps per student for each school district. The State opted for bandwidth per user to provide additional bandwidth to each district. The K12 network was bid in the spring of 2015 and required the Contractors to bid a range of bandwidths to the district hubs that provided bandwidths up to 1Mbps per user for future growth. The Contractor provided network was to 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. The IFB provided the infrastructure to allow the State to purchase broadband access while keeping ahead of future demand. The recommendations called for schools to provide a minimum circuit capacity of 1Mbps per user in the 2017-2018 school year. This was not intended to represent actual Internet access bandwidth usage. Because the usage per student is higher for smaller districts since they **must** use the Internet for more learning opportunities and lower per student for large districts, SETA moved to a sliding scale in 2016. Figure B shows the SETDA initial and revised targets.

Figure B – SETDA Published Objectives

District Students	SETDA published 2012		Revised SETDA published 2016	
	2014-2015 Targets	2017-2018 Targets	2017-2018 Targets	2020-2021 Targets
Less than 1000	100Kbps/students (100M minimum)	1Mbps/student	1.5Mbps/user (100M minimum)	4.3Mbps/user (300M minimum)
1000-3000	100Kbps/students (100M minimum)	1Mbps/student	1Mbps/user	3Mbps/user
Greater than 3000	100Kbps/students (100M minimum)	1Mbps/student	700Kbps/user	2Mbps/user

- C. The Official Price Sheets list the speeds required for 200Kbps per user (or more if the district is purchasing additional bandwidth), the SETDA 2020-2021 Targets per user, and all common speeds in between. The minimum speed listed for school district hubs on Official Price Sheet Table 2 is 100Mbps. The minimum

speed listed for MAN locations on Official Price Sheet Table 3 is 50Mbps or more if the current bandwidth purchased from DIS is higher. All school district hubs listed on Official Price Sheet Table 5 include speeds up to the SETDA 2020-2021 Targets.

- 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 Contractor aggregation site, a State aggregation site, or a State data center.
- 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 **shall** amortize the charges over 36 months if the amount is over \$500K.
- F. To allow time for transition to the new contracts and awards, the State will need to extend the 2015 awards for 12 months. The existing State contracts for the K12 network were awarded in the spring of 2015 with an effective date of 7-1-2015 and an initial term of 60 months with two 12-month extensions possible. Comparing the Contractor rates from the bid responses and awards in 2015 to two transport bids the State issued and awarded in the spring of 2018, we are seeing 15%+ saving in transport cost. For internet service the market continues to drop, and we are hoping to obtain at least a 25% decrease in cost between 2015 and a new bid response. The State intends to utilize any savings to increase overall bandwidth to the K12 users.
- G. DIS will utilize up to eleven (11) State aggregation sites, geographically dispersed throughout Arkansas, and encourages Contractors to bid service to as many of those State aggregation sites as possible. This will allow Contractors more flexibility in their bid response and result in the most cost-effective overall solution for the State.
- H. These State aggregation sites include three (3) State data centers, a public university, and seven (7) Arkansas Research & Education Optical Network (ARE-ON) huts. The ARE-ON huts are State assets with environmental controls, physical security, battery power, emergency generators, 24-hour access, and other elements needed for the latest technology and network designs. The eleven (11) State aggregation sites are listed below in Figure C:

Figure C, 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
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 18th Ave	Pine Bluff	71603	870/534

OMES	Oklahoma Office of Management and Enterprise Services	3115 N LINCOLN BLVD	OKLAHOMA CITY	73105	405/522
-------------	-------------------------------------------------------	---------------------	---------------	-------	---------

- I. 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 colocation 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 colocation services, including secured space separated from the owner's equipment, 24-hour access, escorted or unescorted access, and AC and/or DC."
- J. Prospective Contractors 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. Attachment A to 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 MINIMUM MANDATORY QUALIFICATIONS

- A. Prospective Contractors **shall** have experience providing services similar in size and complexity as this solicitation to a minimum of three (3) customers over a continuous thirty-six (36) month period.
- B. For Internet Service: Prospective Contractors **must** 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 100Gbps.

2.4 ETHERNET OR OTHER TECHNOLOGY CONNECTIVITY TO SCHOOL DISTRICT HUBS

- A. If a Contractor bids transport service from a school district hub to a Contractor aggregation location (Official Price Sheet Table 2), then the Contractor **shall** bid transport service from the Contractor aggregation location to a State aggregation site (Official Price Sheet Table 5). Contractors **shall** bid both of the following connections as part of this category of service:
 - 1. School district hub to Contractor aggregation location (Official Price Sheet Table 2).
 - 2. Contractor aggregation location to a State aggregation site (Official Price Sheet Table 5).
- B. Contractors bidding on this service **must** bid Ethernet or other comparable technology for connectivity from the school district hub to a Contractor's aggregation location, then from the Contractor's aggregation location to a State aggregation site. Contractors may bid on connecting to one, some, or all of the State aggregation sites listed in the IFB. Contractors **must** establish connectivity in the most cost-effective manner possible. The cost for this connectivity **must** be shown on Official Price Sheet Table 2 and Official Price Sheet Table 5. Service will be terminated in State-provided routers located in State aggregation sites.
- C. Contractor(s) should choose one, some, or all of the eleven (11) State aggregation sites listed in Figure C above as their transport end point for any of the location addresses. Contractor(s) should choose State aggregation points that produce the most cost-effective solution for each location address.
- D. If awarded multiple school district hub addresses, the Contractor **must** consolidate transport from multiple school district hubs on the connection between the Contractor aggregation location and the State aggregation site. The State's expectation is that individual aggregation circuits will be used for a combination of school, rural health, and State agency transport. The State can apportion the costs between federal programs (i.e. E-rate and Rural Health Care).

2.5 METROPOLITAN AREA NETWORKS (MANs)

- A. It is understood that some districts encompass multiple exchanges or Contractor 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. Contractor(s) may bid on one, some, or all connections listed. For every location bid, the Contractor **must** bid all speeds listed on the Official Price Sheet Table 3.

2.6 BACKBONE TRANSPORT (STATE AGGREGATION SITE TO STATE AGGREGATION SITE)

- A. For Prospective Contractor(s) bidding backbone transport, the cost for each segment **must** be included on Official Price Sheet Table 6.
- B. Contractor(s) may bid one, some, or all connections listed on Official Price Sheet Table 6.
- C. For every backbone segment bid, Contractor(s) **must** bid all bandwidths listed on Official Price Sheet Table 6.
- D. The backbone transport will be used to connect the aggregation sites to form a ring. Because of this usage the State needs diversity between any two backbone transport segments serving each individual site. We understand that diverse local loop fiber routes are not normally available. After the bid is awarded the State will order the bandwidth needed and will work with the Contractor to determine that their circuit design will provide as much diversity as is available.

2.7 HIGH BANDWIDTH INTERNET ACCESS

- A. For Prospective Contractor(s) bidding High Bandwidth Internet should provide pricing for Internet access including transport to the State aggregation sites on Official Price Sheet Table 7. The Internet services in this component of the IFB are intended to replace 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 Contractor **shall** provide symmetrical business grade direct Internet. Contractor(s) may bid one, some, or all locations. For each location bid, a Contractor **shall** bid all speeds listed as required, and is encouraged to bid all speeds listed as optional for that location.
- B. The Contractor's routers **must** peer via Border Gateway Protocol version 4 (BGP4) with the State routers.
- C. The Contractor(s) **shall** advertise State owned IPv4 and IPv6 address ranges.
- D. The State will administer the IP addresses in the State's own IP address ranges.
- E. Any routing protocols shared **must** require authentication, DIS will provide the Contractor with a shared key that will be configured on all neighboring connections.

2.8 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. Internet access
 - 2. High Volume Database transmission
 - 3. Network Monitoring
 - 4. Security Monitoring
 - 5. Content Filtering
 - 6. Specific education applications currently supported by ADE:
 - a. eSchoolPlus
 - b. eFinancePlus
 - c. Cognos Analytics
 - d. Ed-Fi Dashboards
 - e. AETN Professional Development
 - f. On-line Testing (PARCC)
 - g. Arkansas iTunes U
 - h. 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
 - i. Virtual Arkansas/Distance Learning
 - j. ATLAS (Mentoring)
 - k. Arkansas Educator Licensure System (AELS)
 - l. Teacher Eval (TESS)
 - m. Video (Discovery Learning, You Tube, Kahn Academy)
 - n. Learning Management Software (Blackboard, Moodle, etc)
 - o. Interim/Formative Assessment (Target, NWEA, TLI)
 - p. Online Lessons (Odyssey, Compass Learning, Plato, etc)
 - q. General Internet for Research
 - r. Online Textbooks/Library Books
 - s. BYOD (Bring-your-on-Device) Initiatives
 - t. Triand
 - u. District Report Cards
 - v. School Dude
 - w. Master Plan Tool
 - x. Child Nutrition Claims Software
 - y. 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** meet the following requirements:
1. 100Mbps and below **must** be 100BaseT (copper) connections
 2. Between 100Mbps and 1Gbps **must** be 1000BaseSX unless specified differently by the customer when the service is ordered.
 3. Greater than 1Gbps **must** be 10GBase-SR unless specified differently by the customer when the service is ordered.
 4. Where physical link speed is greater than ordered bandwidth Contractor rate limiting is acceptable
- D. The Contractor's provided telecommunications services **must** be compatible with customer public or private IPv4 and IPv6 addressing.
- E. For bandwidths greater than 10Gbps, Contractor(s) may propose multiple 10Gbps handoffs with port channels or singular handoffs with higher capacities to accommodate the specified bandwidth. Contractor(s) **must** propose the most cost-effective solution. The State will make final decision on port channel vs. single circuit to accommodate total bandwidth.
- F. For bandwidths greater than 2Gbps up to 10Gbps, Contractors **must** provide a 10Gbps handoff rate limited to the requested CIR.
- G. 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 **must** 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 Contractor's infrastructure **must** honor and act upon packets or frames with traditional QoS or CoS markings. The Contractor **shall** support a minimum of four (4) priority queues and the "best effort" class. Official Price Sheet Table 8 may be expanded and modified by the Contractor to show all the options and cost for the features associated with the service bid.
- H. DIS prefers Layer 2 switched connectivity. Where a Contractor **must** provide Layer 3 services inside their network, the hand-offs to the State must be Layer 2.
- I. 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, Contractor(s) **must** support private and public IP addresses equally. If RFC 1918 addresses **must** traverse the

Internet, it will be accomplished within a site to site VPN tunnel.

- J. Each proposed service demarcation point **must** be clearly labeled with applicable Circuit Identification.
- K. All Contractor Ethernet connections **must** be configured to support IEEE 802.1Q "tagging".
- L. All proposed bandwidths **must** be symmetrical.
- M. 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 the State Data Center - West, Little Rock, AR 72212 and at the State Data Center - MAC or at a future State Data Center to be located at the Oklahoma Office of Management and Enterprise Services, Oklahoma City, AR (see Figure C for address information) . 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.

2.9 **INSTALLATION**

- A. Contractor installation **must** include all required products and services needed to install a functional service.
 - 1. Any installation costs listed on the *Official Bid 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 pre-installation conditions as determined by the site owner.
 - 2. Contractor **shall** conduct worksite cleanup. All packing crates, boxes, paper, packing material, and all other such extraneous material **must** be removed from the premises by the Contractor at the Contractor's expense after installation.
 - 3. Contractor will not be responsible for paying colocation fees inside the State sites. Installation of external towers, antennae, etc., are not expected.
- B. Contractor **shall** un-box and install Contractor equipment in locations designated by DIS.
- C. The State will perform all customer site preparation activities including, but not limited to, power, ventilation, proper environmental conditions as per the equipment manufacturer's specifications, and the installation of equipment racks.
- D. Contractor **shall** conduct technical interviews relating to Contractor needs at the State's site. Entrance facilities (typically conduit) are the responsibility of the owner/occupant of the property where services are being installed. Contractor(s) **shall** meet with site contact (owner/occupant of property where services are being installed) to arrange and assign necessary site preparation responsibilities (conduit, power, backboard, etc.) in a mutually agreed upon time frame to ensure established due dates are met.
- E. Contractor(s) **shall** coordinate with State sites for equipment installations.
- F. Contractor **shall** coordinate with DIS or their Contractors to facilitate uninterrupted services to each site.
- G. DIS will provide on-site personnel to assist with the installation as deemed necessary.
- H. DIS will provide Contractor building access necessary to implement the service.
- I. DIS will ensure circuit demarcation points are clearly identified.
- J. The Contractor **shall** provide experienced and knowledgeable onsite support during installation, as deemed necessary by DIS. Onsite support **must** be at no additional cost to DIS.
- K. Contractor **must** comply with all applicable codes, licenses, certifications, and standards in the State of Arkansas as it relates to the proposed installation services.

- L. Installation Involving Building Modification:
 - 1. Contractor(s) **must** have Arkansas Contractors Licenses for any installation services that modify existing building structures.
 - 2. State Agencies: Installation services that do not modify existing building structures as covered under Arkansas Building Authority Regulations are allowed for State agencies. Any installation services over \$35,000 that modify existing building structures **shall** be regulated by Division of Building Authority (DBA) regulations.
 - 3. Any other entity utilizing this contract **shall** follow their rules and regulations regarding installation services.
- M. Contractor **shall only** accept move, add, and change orders from authorized DIS employees via email or online only.
- N. Installation intervals are listed and defined in Figure E.
- O. Installation **shall** be the sole responsibility of the Contractor.
- P. Contractor **shall** provide installation services in a manner and under a timeframe designed to minimize disruption to school districts and educational service coops.
 - 1. Contractor **shall** coordinate with DIS throughout installation so that affected DIS customers can be notified and emergency alternative communications can be provided by DIS, if necessary.
 - 2. Services **must** be performed on a schedule that supports DIS and DIS' customers' operational needs and may include nights, weekends, and holidays.
 - 3. Within fourteen (14) days of contract award, Contractor **shall** work with DIS to provide an installation plan for the services.
 - 4. The installation plan provided to DIS **must** be negotiable and subject to modification and approval by DIS.
 - 5. Contractor will receive written approval by DIS prior to commencement of installation.
- Q. The Contractor **must** notify both the ordering entity and DIS in writing within ten (10) business days after receipt of order when the Contractor 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.

2.10 **TESTING AND CUTOVER**

- A. Contractor **shall** perform testing after installation of services to ensure said services are operating properly. Contractor **shall** provide documentation of test results within five (5) business days to DIS.Network.implementation@arkansas.gov if so requested in writing by DIS. Installation will not be considered satisfactorily complete until the Contractor has received notification from DIS that the installation is accepted, and the installed service is working.
- B. Test results **must** 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 as required by E-rate rules.
- C. Testing **shall** be the sole responsibility of the Contractor.
- D. Contractor **shall** provide testing services in a manner and under a timeframe designed to minimize disruption to school districts and educational service coops.
 - 1. Contractor **shall** coordinate with DIS throughout testing so that affected DIS customers can be notified and emergency alternative communications can be provided by DIS, if necessary.
 - 2. Services **must** be performed on a schedule that supports DIS and DIS' customers' operational needs and may include nights, weekends, and holidays.

E. Acceptance Testing:

1. DIS will test the system in a live DIS-provided environment for thirty (30) consecutive calendar days max.
2. The service **shall** not be accepted by DIS until the availability of 99.95% is met for thirty (30) consecutive calendar days max.
3. If the service up-time falls below 99.95% during DIS testing process, DIS's testing measurement period **shall** be restarted beginning with the first day of the thirty (30) consecutive calendar days max. This testing **shall** continue until either the 99.95% availability requirement is met or ninety (90) consecutive calendar days max have passed since the testing process began.
4. If the service fails to meet the availability requirement within ninety (90) calendar days after the cutover date, DIS acceptance testing **shall** continue on a daily basis upon written mutual agreement of all parties.
5. If the service fails acceptance testing, DIS will notify the Contractor of the deficiencies in writing and may submit a below standard State Contractor Performance Report (VPR).

2.11 SUPPORT SERVICES

- A. The Contractor **shall** provide the State with an Account Manager that will be the single point of contact for account issues and support escalation requests.
- B. Contractor **shall** own and maintain trouble tickets reported by DIS until trouble tickets are resolved.
- C. Toll-Free Telephone Support Center Toll-Free Telephone Support Center
 1. Contractor **shall** provide toll-free telephone support.
 - a. Telephone support **must** be available twenty-four (24) hours a day, seven (7) days per week to begin the restoration process. If access to a facility is required, the ticket may be placed on hold until access can be granted.
 - b. Contractor's telephone support center staff **must** be fluent in the English language.
 - c. Contractor's telephone support center should be located within the continental United States of America.
 2. Contractor's staff **shall** log trouble calls including, at a minimum, the following information:
 - a. DIS Ticket Number (to be issued by DIS and provided to the Contractor when reporting trouble)
 - b. Date & Time of call
 - c. Circuit ID(s)
 - d. Apparent nature of trouble
 - e. Arrival time of maintenance personnel (if applicable)
 - f. Date/time trouble is cleared
 - g. Cause of trouble
 3. Contractor **shall** provide, no later than thirty (30) calendar days from contract award, the toll-free telephone support center number. Contractor **shall** email the toll-free number to dis.network.implementation@arkansas.gov Prospective Contractors should not include this with their bid response.

D. Online Trouble Ticket Reporting System

1. Contractor **shall** provide online trouble ticket reporting system. Online trouble reporting system **must** include, but not be limited to, the following functionality:
 - a. Ability to create trouble tickets on new or recurring problem(s)
 - b. Ability to create tickets for informational and test assist purposes
 - c. Ability to view trouble ticket information, including but not limited to the information listed in Section 2.11(C)(2).
 - d. Ability to monitor the status of open tickets and update open tickets
 - e. Ability to generate trouble history reports for chronic problem isolation and monitoring with detailed summary
 - f. Ability to generate detailed summary report logs by location, date, time, trouble type, etc.
 - g. Ability to generate detailed summary performance overview reports
 - h. Ability to send email notifications to appropriate parties of trouble ticket status changes and updates
- E. Contractor **shall** participate in Contractor meetings as part of DIS's Contractor management program to review service results and arrive at remedies to improve or correct deficiencies. Contractor meetings will be monthly or quarterly.
 1. The agenda and location for each meeting will be set out in advance.
 2. Contractor **shall** name a single point of contact. This contact **shall** be present to address all agenda items on-site at a facility provided by DIS, or available by Contractor-provided and Contractor-paid conference bridge and/or web meeting, unless otherwise authorized in writing by DIS. This contact **shall** be the central point of contact for advanced escalation of all issues and **shall** be responsible for all aspects of the contract, including but not limited to Contractor performance.
- F. Contractor **shall** provide, no later than fourteen (14) calendar days following contract award, the following information. Contractor **shall** email the information to dis.network.implementation@arkansas.gov. Prospective Contractors should **not** include this with their bid response.
 1. Trouble notifications and response procedures, including time, place, and frequency of Contractor acknowledgement of DIS trouble tickets. All response and resolution times in *Figure D: Severity Levels* **must** be applied.
 2. Contact information for Contractor's assigned account specific resources for administrative and technical support to assist in initiating orders, resolving service problems, trouble escalation, billing errors, etc. Personnel should be familiar with the State Network and DIS processes. The resources **must not** be pooled. Local resources are preferred.
- G. Contractor **shall** provide, no later than thirty (30) calendar days following contract award, the following information. Contractor **shall** email the information to dis.network.implementation@arkansas.gov & dis.contracts@arkansas.com. Prospective Contractors should **not** include this with their bid response.
 1. Information for accessing the Contractor's trouble reporting system.
 2. Contact information for an Account Manager where all troubles will be reported for any of the services or facilities specified in this IFB. The personnel at this location **shall** be responsible for coordinating all efforts to correct troubles and will update DIS at intervals to be established by DIS and the Contractor.

2.12 OUTAGES**A. Catastrophic Events**

1. Restoration of service after catastrophic events such as fires, storms, earthquakes, or accidental damage **must** be on an around-the-clock basis until service is restored.
2. Contractor **shall** describe the anticipated level of response, response times, and response procedures in case of a catastrophe. Contractor **shall** email the information to dis.network.implementation@arkansas.gov no later than thirty (30) calendar days following contract award and **must** be subject to DIS approval. Prospective Contractors should **not** include this with their bid response.

B. Figure D below defines outages and specifies the maximum response time and resolution times based on level of severity:

1. DIS **shall** have the right to further define outage terms as deemed necessary during the course of the contract.
2. "Response time" **must** be calculated as the time from which the outage is reported until the time maintenance personnel arrive on site.
3. "Resolution time" **must** be calculated as the time from which the trouble ticket is opened with the Contractor until the trouble is cleared and notification is received by DIS from the Contractor.
4. Response times may be met via remote maintenance procedures.
5. DIS business hours are 8:00 a.m. to 5:00 p.m. (CST) Monday through Friday excluding State holidays, <https://portal.arkansas.gov/pages/State-employees/>. However, there are critical locations which operate around the clock and require 7x24x365 Contractor support.

C. Trouble Ticket Reports

Two weeks prior to monthly or quarterly Contractor meetings, Contractor **shall** provide a report in ".xls" format, via email to the designated DIS staff, of the diagnostic findings, including at a minimum:

1. Trouble ID
2. Time and date the trouble is reported
3. Time and date the trouble is resolved
4. Trouble resolution

Figure D: Severity Levels

Severity Level	Definitions	Maximum Response Initial Time	Resolution Time
1	Critical outages and situations when network services are down and DIS customers are unable to use/access the network.	Four (4) hours Around the clock	As quickly as possible, which on average must not exceed four (4) business hours, unless otherwise authorized in writing by the DIS. For any critical outage that cannot be fixed remotely, DIS shall have the right to require an on-site response. DIS requested Contractor on-site response time should be no more than four (4) business from time of request.

2	Major 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.).	Six (6) business hours	As quickly as possible, which on average must not exceed six (6) business hours, unless otherwise authorized in writing by the DIS. DIS shall retain the right to escalate Level 2 outages to Level 1 at its discretion. For any major outage that cannot be fixed remotely, DIS shall have the right to require an on-site response. DIS requested Contractor on-site response time should be no more than six (6) business hours from time of request.
3	Minor outages and/or a 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.	Eight (8) business hours	As quickly as possible, which on average shall not exceed eight (8) business hours, unless otherwise authorized in writing by the DIS.

- D. Contractor **shall** provide samples of available performance and maintenance reports that are available to DIS for the services bid and describe how they can be accessed by DIS (i.e., Web Interface, telephone or other electronic access). Performance and maintenance reports **must** include, but are not limited to:
- Network Provisioning Performance,
 - Network Maintenance Performance,
 - and Service Billing Performance.
1. Contractor **shall** email the information to dis.network.implementation@arkansas.gov no later than thirty (30) calendar days following contract award. Prospective Contractors should **not** include this with their bid response.
- E. Contractor's Service Manager may be required to prepare a Service Action Plan (SAP) for complex outstanding service issues. The SAP **must** be agreed upon by DIS. DIS **shall** conduct reviews to audit progress in implementing Service Action Plans in order to document and measure progress toward the desired outcome.
- F. Contractor **shall** submit a sample Service Action Plan (SAP). Contractor **shall** email the information to dis.network.implementation@arkansas.gov no later than thirty (30) calendar days following contract award. Prospective Contractors should **not** include this with their bid response.
- G. Contractor(s) **shall** comply with the Telecommunications Service Priority (TSP) Program, a Federal Communications Commission (FCC) mandate for prioritizing service requests by identifying those services critical to National Security and Emergency Preparedness (NS/EP) and be in compliance with all Arkansas Public Service Commission and FCC Requirements.

2.13 SCHEDULE

- A. Contractor **must** submit a proposed timeline schedule, in calendar days, of the time required for the various components consisting of: facilities check, design, engineering, construction, central office or point of presence upgrades, installation, training, testing, and service acceptance to provide for a cutover date. Contractor **must** email the information to dis.network.implementation@arkansas.gov & dis.contracts@arkansas.gov no later than thirty (30) calendar days following contract award. Contractor should **not** include this with their bid response.
1. If the proposed timeline schedule exceeds the requested initial installation interval of thirty (30) calendar days or the proposed initial Contractor service date, it **must** be subject to DIS approval.
 2. No later than thirty (30) calendar days following contract award, DIS and the Contractor **shall** negotiate a mutually agreeable installation plan for the services.

3. The service **must** be installed in a manner and within a time frame designed to minimize disruption of normal functions of all entities.
- B. The conversion of service **must** be performed on a schedule that supports DIS and their customers' operational needs and may include nights, weekends, and holidays.

2.14 DELIVERY AND PROVISIONING OF SERVICE – FOB DESTINATION; FREIGHT PREPAID AND ALLOWED

- A. The Contractor **shall** deliver service within the periods shown in Figure E. 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 E, 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. DIS will communicate in their purchase order the option to have Contractor equipment delivered to the end user service address or to DIS's central warehouse at:

Arkansas Division of Information Systems
One Capitol Mall
Little Rock, AR 72203
- C. All deliveries **must** be made during normal State business hours and within the agreed upon number of days unless otherwise arranged and coordinated with DIS. The Contractor **shall** give DIS immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- D. The Contractor **shall** be responsible for damage to DIS property during installation of system and for damage to Contractor owned property caused by the Contractor.
- E. If any agreed upon or established due date or interval is subject to being missed by more than three (3) business days, DIS **must** be notified immediately and a new due date negotiated. A planned due date **must** be established for tracking purposes. If an acceptable due date cannot be established DIS may cancel the order and alternate methods of procurement may be pursued.

2.15 FORCE MAJURE

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, 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 Contractor from obtaining necessary licensing/construction permits/right of ways, or other causes beyond such party's reasonable control.

2.16 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 program.
1. Annual E-rate Applications. The billed entity for 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.
 2. 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.
- B. **E-rate Knowledge Required.**
1. 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.
 2. **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 the start of the E-rate funding year (July 1) respectively, of the associated funding year. E-Rate Entities utilizing the Consortium Contract(s) reserve the right to proceed with orders before the July 1 service start dates.

For information about what the E-rate program is, what it requires, and how it works, go to: <http://www.universalservice.org/sl/>.
- C. **E-rate Program Participation and Good Standing Required**
1. The Contractor **must** provide the Contractor’s *Service Provider Identification Number* (“SPIN”) with its bid response price sheet.
 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 Contractor/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.
- D. **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>

2.17 **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 Contractor bids service to a school district hub address, the Contractor **shall** provide pricing for all bandwidths associated with that address on Price Sheet Table 2 and Price Sheet Table 5.

The 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, Contractor **shall** bid all required speeds from the Contractor aggregation location to at least one State aggregation site on Table 5 but are encouraged to bid to more than one State aggregation site. If the Contractor bids to more than one State aggregation site on Table 5, 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 2 and Price Sheet Table 5.

2. **Future new locations not bid**

The Contractor with the lowest average cost per Mbps of all Contractors 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 Contractor was the lowest. Each subsequent low bidder will be given next right of refusal. If a Contractor cannot be obtained from the existing Contractor pool for that exchange, the State will then procure by the appropriate procurement vehicle based on the anticipated dollar amount.

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 Contractor bids MAN transport to a school location, the Contractor **must** bid all required speeds for that address listed on Official Price Sheet Table 3.

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

2. **Future New Locations Not Bid.**

The Contractor with the lowest average cost per Mbps of all Contractors 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 Contractor was the lowest. Each subsequent low bidder will be given next right of refusal. If a Contractor cannot be obtained from the existing Contractor pool for that exchange, the State will then procure by the appropriate procurement vehicle based on the anticipated dollar amount.

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 Contractor bids transport between State aggregation sites, the Contractor **must** bid all required speeds for that connection listed on Official Price Sheet Table 6.

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 6.

2. **Future New Locations Not Bid.**

The Contractor with the lowest average cost per Mbps of all Contractors for all backbone locations will be given the first right of refusal to furnish service to the new location. Each subsequent low bidder will be given next right of refusal. If a Contractor cannot be obtained from the existing Contractor pool, the State will then procure by the appropriate procurement vehicle based on the anticipated dollar amount.

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 Contractor bids Internet service to a State aggregation site, the Contractor **must** bid all required speeds for that service listed on Official Price Sheet Table 7.

The primary service will be awarded based on the lowest total average cost per Mbps for all required speeds bid on Table 7.

2. *Managed Service and other optional services*

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

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.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

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

3.1 BILLING PROCESS & MANAGEMENT

A. Billing Errors

Contractor **shall** describe their process for resolving billing errors and the timeline for correcting billing errors. Contractor **shall** send the information to dis.contracts@arkansas.gov no later than thirty (30) days following contract award. Prospective Contractors should not include this with their bid response.

B. Billing Review

1. Contractor **shall** conduct a *first bill review* within thirty (30) days of the first bill cycle of each type of service to verify correctness of contract billing. It is the Contractor's responsibility to initiate and coordinate this meeting by emailing dis.contracts@arkansas.gov. Failure to do so may result in a negative Contractor Performance Report.
2. At least one (1) Contractor representative **must** be on site at DIS for the bill review meeting unless permission has been given by email from DIS to not be on-site. The Contractor representative will provide at their expense a conference bridge or web-meeting allowing all necessary Contractor personnel to participate.
3. If incorrect rates or quantities are found, DIS **must** be notified and they **must** be corrected no later than the fourth (4th) billing cycle after error is found. The State **shall** have the right to withhold payment until corrections have been made and a corrected invoice is received.
4. All billing errors found in the first bill review or in a later bill review by DIS or the Contractor **must** be credited back to the original date of the error, but not beyond the beginning of the corresponding contract.
5. Contractor **shall not** impose any time restrictions upon DIS to identify billing errors and request a credit or refund.
6. If the Contractor fails to conduct a *first bill review* in accordance with this section, the Contractor **shall not** challenge disputes by DIS in accordance with any State Statutes.

C. Billing Invoices

1. Contractor **shall** set up and maintain account billing on an ongoing basis for no additional charge as directed by DIS to facilitate cost accounting and cost recovery.
2. Each service site billed on the Contractor invoice **must** have a service site plus circuit ID, or equivalent which will be different than the Billing Account Numbers and which will be used to identify the site and/or DIS customer being billed.
3. Contractor **shall** invoice DIS by line of service and speed and in the account format negotiated by DIS. An invoice with only the address, account number and amount **shall not** be acceptable.

D. Billing Discontinuance

Contractor **shall** stop billing for service on the day notification to disconnect service is received or on a future date if requested. If the Contractor's billing system does not allow this, credits **must** be issued within two billing cycles without DIS having to review each invoice and ask for the credits. Contractor(s) **shall not** make DIS open a billing dispute to receive credit. The Contractor's failure to comply with these requirements may result in DIS withholding payment on the overall account.

E. Billing (End to End Circuit)

End to End Circuit billing **must** be provided on the same invoice. If manual billing or special billing is required by the Contractor to provide End to End Circuit billing, the Contractor **must** provide this billing free of charge. Failure to do so will result in negative Contractor Performance Reports.

F. Billing (Contract Rates)

Detailed Contract Rate **must** match each line item bid as it appears on the monthly billing Statement and electronic media.

G. Billing Compatibility

Detailed information in any form **must** be compatible with the current DIS tele-management system (currently Calero previously known as Compco).

H. Billing Fields Required

The following fields for services, equipment, and onetime charges **must** be provided on each invoice if applicable.

1. Contractor Name
2. Invoice Number
3. Account Number
4. Contractor Billing Date
5. Circuit Number
6. Location Name
7. Contract Number
8. Address
9. City
10. Zip
11. Zip4
12. State
13. Product Description
14. Speed Mbps
15. Circuit Charge Amount
16. Circuit Tax Amount
17. Circuit Fees Amount
18. Total Bill Amount

- I. Contractor **shall** work with DIS resources to establish some form of mutually acceptable electronic billing media, such as excel or file transfer within six (6) months after contract award. The media **must** also be in a mutually agreeable file format.

1. Contractor(s) **must** identify and provide the names of their company's resources who will be responsible for this requirement no later than thirty (30) days after contract award to dis.contracts@arkansas.gov.

3.2 PAYMENT AND INVOICE PROVISIONS**A. Forward invoices to:**

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

- B. By mutual agreement, invoices may be emailed to dis.accounts.receivable@arkansas.gov.
- C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- D. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- E. 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.

- F. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number, State Work Order (SWO) and/or the Contract Number should be referenced on each invoice.
- G. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- H. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/Contractor/index.html>.

3.3 **GENERAL INFORMATION**

- A. The State will not:
 - 1. 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 thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
 - 2. Contract with another party to indemnify and defend that party for any liability and damages.
 - 3. Pay damages, legal expenses or other costs and expenses of any other party.
 - 4. Continue a contract once any equipment has been repossessed.
 - 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 - 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - 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.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.4 **CONDITIONS OF CONTRACT**

- A. 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. 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 Contractor.

3.5 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-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 Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.

- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will 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. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will 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. Language in these terms and conditions **must not** 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, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.
- D. In a contract with another party, the State will 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

3.6 **RECORD RETENTION**

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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.

3.7 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.
- E. A price review **shall** be conducted at DIS' discretion prior to any contract renewal. .
- F. Price reductions may be sought based on then current market pricing trends.
- G. It is understood that if the parties are unable to agree on decreased pricing, OSP may, at its sole discretion, elect to terminate the Contractor(s) contract and issue a solicitation for the services terminated.

3.8 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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 has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.9 **CONTRACT INTERPRETATION**

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

3.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to **minor amendments** to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.11 **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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

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

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 Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid 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 rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **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. Contractor **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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors 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 Contractor 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 Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor'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 Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor'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 Contractor.
10. **AMENDMENTS:** Contractor's bids 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 Contractor. 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 Contractor.
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 Contractor 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 Contractor.

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. Loss or damage that occurs during shipping, prior to the order being received by the DIS, **shall** be the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.
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 Contractors 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 OSP. Contractor **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. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **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 Contractor **shall** State that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid 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.
25. **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.