



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

**REQUEST FOR PROPOSALS**

RFP Number: SP-15-0050	Buyer: Kim Fairchild <a href="mailto:Kimberly.fairchild@dfa.arkansas.gov">Kimberly.fairchild@dfa.arkansas.gov</a>
Commodity: Telecommunications Services Agency: Arkansas Department of Education (ADE)	Proposal Opening Date: Friday, January 16, 2015
Date Issued: Friday, December 5, 2014	Proposal Opening Time: 2:00 PM Central Time

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

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

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

Name (type or print): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED**

Business Designation (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Government/ Nonprofit
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TYPE OF CONTRACT:	Term
AGENCY P.R. NUMBER	1000695099

**1. MINORITY BUSINESS POLICY**

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

Check minority type:

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

Arkansas Minority Certification Number \_\_\_\_\_

**2. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the contractor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), **but should also be included as a hard copy accompanying the solicitation response.** The Office of State Procurement will maintain a file of all contractor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but 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. Contractors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

**3. EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

**4. TECHNOLOGY ACCESS**

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

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

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

- A. 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;
- B. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- C. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- D. 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;
- E. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- F. Integrating into networks used to share communications among employees, program participants, and the public; and
- G. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

**5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

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

**6. ALTERATION OF ORIGINAL RFP DOCUMENTS**

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

**7. REQUIREMENT OF AMENDMENT**

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the Vendor(s) to check the OSP website for any and all addendums up to that time.

<http://www.arkansas.gov/dfa/procurement/bids/index.php>

**8. DELIVERY OF RESPONSE DOCUMENTS**

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

**9. ADDITIONAL TERMS AND CONDITIONS**

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

**10. ANTICIPATION TO AWARD**

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

The Office of State Procurement **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).

**11. PAST PERFORMANCE**

In accordance with provisions of The State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and **must** be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the files.

**12. VISA ACCEPTANCE**

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

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

Vendors should complete the Disclosure Forms issued with this RFP.

**14. CURRENCY**

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

**15. LANGUAGE**

Proposals **will** only be accepted in the English language.

## **SECTION 1 -GENERAL INFORMATION**

### **1.1 INTRODUCTION**

- A. This Request for Proposals (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Education (ADE) to solicit high capacity, high performance telecommunications services for Arkansas public schools, school districts, charter schools, and educational service cooperatives. The successful Vendor(s) **will** provide telecommunications services to support ADE in provisioning a managed, scalable, high performance network that maximizes the potential of the proposed infrastructure while minimizing the cost to the State of Arkansas.
- B. ADE must carefully evaluate the benefits of centralized, consolidated services for the Arkansas K12 community while preserving the desire and responsibility of school districts to maintain local autonomy, maintain existing relationships with their local providers, and manage their own district area networks that interconnect their school buildings. This RFP is the first step towards development of a resource that will help Arkansas prepare for the future.

### **1.2 BACKGROUND**

- A. Act 1280, passed by the 89th General Assembly, requires ADE to explore ways to establish and maintain the infrastructure and bandwidth necessary to deliver a quality digital learning experience for all Arkansas public school students. Additional information about Act 1280 can be found at the link provided below:  
Act 1280: [PDF copy of Act 1280 \(Digital Learning Act of 2013\)](#)

### **1.3 ISSUING AGENCY**

This RFP is issued by the Office of State Procurement (OSP) for the Arkansas Department of Education. The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer, Kim Fairchild, at (501) 682-0247 or by email at [kimberly.fairchild@dfa.arkansas.gov](mailto:kimberly.fairchild@dfa.arkansas.gov). Vendor's questions will be answered as a courtesy and at vendor's own risk.

### **1.4 PROCUREMENT TIMELINE**

Event	Date
RFP issued	12/5/2014
Due date for written questions	12/12/2014
Due date for answers to questions*	12/19/2014
Proposals Due	1/16/2015
Anticipation to Award Posted*	2/16/2015
Contract Award Date* (Service Start Dates May Vary)	3/2/2015

*\*Anticipated Dates*

### **1.5 CLARIFICATION & QUESTIONS OF RFP**

If additional information is necessary to enable Vendor(s) to better interpret the information contained in the RFP, written questions **will** be accepted until the close of business, December 12, 2014. Submit questions to Kim Fairchild at [Kimberly.fairchild@dfa.arkansas.gov](mailto:Kimberly.fairchild@dfa.arkansas.gov). Vendor(s) questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP

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website by the close of business, December 19, 2014. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at Vendor(s) own risk.

**1.6 CAUTION TO VENDORS**

- A. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person named herein will initiate all contact.
- B. Vendor(s) **must** submit one (1) signed original technical proposal on or before the date and time specified on page one of this RFP.
- C. Vendor(s) **must** also submit one (1) original Official Bid Price Sheet. **DO NOT include any pricing from the Official Bid Price Sheet in the technical proposal copies, including the electronic copy. Pricing from the Official Bid Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.**
- D. Vendor(s) should submit three (3) complete copies of the RFP Technical Proposal response, and four (4) electronic versions of the Technical Proposal response, preferably in MS Word/Excel format, and preferably on flash drive. CDs will also be acceptable. Additionally, Vendor(s) should submit one (1) electronic copy of the redacted proposal (see *1.11 Proprietary Information*).
- E. Vendor(s) should submit one (1) electronic version of the Official Bid Price Sheet. **DO NOT include any pricing from the Official Bid Price Sheet in the Technical Proposal copies, including the electronic copy. Pricing from the Official Bid Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.**
- F. Vendor(s) should ensure all copies and all media are identical to the Vendor's hard copy original proposal.
- G. Failure to submit the required number of copies with the proposal may be cause for rejection.
- H. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
- I. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract **must** have signed the proposal.
- J. All official documents and correspondence **shall** be included as part of the resultant contract.
- K. The State Procurement Official **shall** have the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP if it is in the best interest of the State to do so. Proposals **will** be rejected for one or more reasons not limited to the following:
  - 1. Failure of the vendor(s) to submit his proposal(s) on or before the opening date deadline established by the issuing office.
  - 2. Failure to sign an Official RFP Document.
  - 3. **Vendors complete the Official Bid Price Sheet(s) and include them sealed separately from the rest of the proposal.**

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4. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
5. Failure of any proposed good or service to meet or exceed the specifications.

**1.7 RFP FORMAT**

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the Vendor(s) to satisfy that intent **will** cause the proposal to be rejected.

**It is recommended that Vendor(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific response may be responded to by concurrence or acknowledgement; no response **will** be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and Vendor(s) **must** identify the specific page and paragraph being referenced.

**1.8 TYPE OF CONTRACT**

The contract **will** be a three (3) year term contract from date of award through three years. Upon mutual agreement by the vendor and OSP, the contract may be renewed on a two year basis, for up to two (2) additional two-year terms or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

**1.9 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to ADE at the following address:

Arkansas Department of Education  
Attn: Assistant Commissioner for Fiscal and Administrative Services  
4 Capitol Mall, Room 202A  
Little Rock, AR 72201

- B. Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the ADE. The State may not be invoiced in advance of delivery and acceptance of any goods or services. Payment **will** be made only after the contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole. Vendor(s) should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.
- C. Vendor(s) **shall** follow the E-Rate guidelines for invoicing as outlined in this RFP.
- D. Vendor(s) **must** be registered to receive payment and future RFP notifications. Vendors may register online at <https://www.ark.org/vendor/index.html>.

**1.10 RECORD RETENTION**

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



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- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for ten (10) years from expiration date and final payment on the contract or extension thereof.

**1.11 PROPRIETARY INFORMATION**

- A. Proprietary information submitted in response to this RFP **will** be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and **shall** be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information.
- B. **Vendors should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and preferably should be submitted on a flash drive. CD's will also be acceptable. Except for the redacted information, the redacted copy must be identical to the original hard copy.
- C. Vendors are responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Vendor.
- D. If a redacted copy is not included, the entire proposal **will** be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the Vendor **will** be contacted prior to sending out the information.

**1.12 RESERVATION**

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

**1.13 PRIME CONTRACTOR RESPONSIBILITY**

- A. The selected Vendor **will** be required to assume prime contractor responsibility for the contract and **will** be the sole point of contact with regard to all commodities, services and support.
- B. If any part of the work **must** be subcontracted, contractor(s) **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities **within 30 days of contract award.**
- C. Contractor(s) **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. Contractor(s) **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.
- D. Contractor(s) **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

**1.14 CONTRACT INFORMATION**

- A. The State of Arkansas may not contract with another party:
  - 1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.

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2. To indemnify and defend that party for any liability and damages.
3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To continue a contract once the equipment has been repossessed.
6. To conduct litigation in a place other than Pulaski County, Arkansas.
7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
  - a. The right to possession.
  - b. The right to accrued payments.
  - c. The right to expenses of deinstallation.
  - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

C. The State of Arkansas may contract with another party:

1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
2. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

#### **1.15 CONDITIONS OF CONTRACT**

The vendor **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of

any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful Vendor.

**1.16 STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but **will not** be liable in the event of loss, destruction or theft of vendor-owned items to be delivered or to be used in the installation of deliverables and services. Vendor(s) **must** retain total liability until the deliverables have been accepted by the “authorized agency official.” At no time **will** the State be responsible for or accept liability for any vendor-owned items.
- B. The vendor’s liability for damages to the State **shall** be limited to the value of the Contract or \$10,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract. Neither the Vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Nothing in these terms and conditions **shall** be construed or deemed as the State’s waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

**1.17 AWARD RESPONSIBILITY**

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

**1.18 PUBLICITY**

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

**1.19 AWARD CRITERIA**

- A. Each category of services **will** be evaluated and awarded separately. Proposals **must** meet or exceed all defined specifications. Proposals **must** meet all terms and conditions of this Request for Proposals and the laws of the State of Arkansas.
- B. Category A **will** be awarded by region to the vendor with the highest Grand Total score for that particular region based on the criteria outlined in Section 3. Category A **will** be awarded to as many as nine (9) Vendors. Category A pricing **must** be entered on Pricing Table 1 of the Official Bid Price Sheet.
- C. Category B **will** be awarded to a single vendor with the highest Grand Total score based on the criteria outlined in Section 3 of this RFP. Category B pricing **must** be entered on Pricing Table 2 of the Official Bid Price Sheet.

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- D. Category C **will** be awarded to a single vendor with the highest Grand Total score based on the criteria outlined in Section 3 of this RFP. Category C pricing **must** be entered on Pricing Table 3 of the Official Bid Price Sheet.
- E. Category D **will** only be awarded if Category A yields no bids for a region. Category D **will** be awarded by address to the vendor with the highest Grand Total score for that address based on the criteria outlined in Section 3 of this RFP. Category D pricing must be entered on Pricing Table 1 of the Official Bid Price Sheet.
- F. Vendors may bid on one, some, or all of the four above categories.

**1.20 INDEPENDENT PRICE DETERMINATION**

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

If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all vendor(s) **shall** understand that this paragraph may be used as a basis for litigation.

**1.21 COST**

- A. All charges **must** be included on the Official Bid Price Sheet(s) and **must** include all associated costs for the services being bid.
- B. Vendor(s) should provide at least one version of their electronic pricing response that is not password protected and does not contain any locked cells within their submitted electronic copy of their pricing response. OSP may use the vendor's electronic pricing response to develop pivot tables and other analyses that require unrestricted access to the vendor's electronic pricing response.
- C. Bid pricing **must** be valid for 120 days following RFP opening to allow sufficient time to evaluate proposals.
- D. The State **will not** be obligated to pay any costs not identified on the Official Bid Price Sheet(s).
- E. Any cost not identified by the vendor but subsequently incurred in order to provide the services proposed **shall** be borne by the vendor.
- F. Official Bid Price Sheets may be reproduced as needed.
- G. Vendors(s) may expand items to identify all proposed services. A separate listing of additional proposed services, which **must** include pricing, may be submitted with summary pricing.
- H. Vendor(s) **must** provide the cost for adds, moves, and changes of services to support the ongoing operations of the services proposed on Pricing Table 5 of the Official Bid Price Sheet. Vendor(s) may also provide an hourly rate for services that may fall outside the scope of support services described herein on Pricing Tables 4 and 6 of the Official Bid Price Sheet. These costs **will not** be used in evaluation but **will** become part of any resulting contract(s).
- I. Do not include state or local sales taxes in the bid price. Do not include any USF charges or other regulatory fees in the bid price; however, vendor(s) should include a description of what the current fees are for such in their bid response on Pricing Table 7 of the Official Bid Price Sheet, which may be expanded or modified as needed. Vendor(s) should describe in detail the current taxes and regulatory (F.C.C., USF, etc) fees and how

they are calculated. It is recognized that these taxes and fees are subject to change such as any regulatory action that may occur in the future.

**THE ACCOMPANYING EXCEL FILE CONTAINS THE OFFICIAL BID PRICE SHEET(S).**

**1.22 CANCELLATION**

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.
- B. The State **shall** only be responsible for payment of fees and charges through the date of termination.

**1.23 ADDITIONAL REQUIREMENTS (LICENSE AGREEMENTS / SLA'S/SERVICE REQUEST DOCUMENTS):**

- A. The State **shall not** accept nor execute any vendor's license agreements, service agreements, or Service Request documents. The RFP and the awarded vendor's bid response to the RFP, and any clarifications (if necessary) **shall** represent the entire agreement for the provisions of products and services required herein. The vendor **will** receive orders from appropriate State entity document such as Purchase Order or Work Order. Any existing master service agreements (MSAs) **shall** have no force or effect on this RFP or any resulting contract(s).
- B. Any language or provisions contained in any of the vendor's or third party's web application "click-through" licensing agreement(s) **shall not** have force or effect and **shall** be nonbinding if such language or provision conflict with the terms and conditions of this RFP. The terms and conditions of this RFP **shall** supersede and govern in the event of conflict with the language or provisions contained in any of the vendor's or third party's web application "click-through" licensing agreement(s).

**1.24 SERVICE PORTABILITY**

The vendor(s) **must** allow ADE to apply any remaining recurring charge commitments on a service resulting from this RFP to another service at or between any of the vendor's on-net locations. Off-net locations may be used upon mutual agreement by both parties. The original service ordered **must** have at least 12 months remaining on the term. The vendor **will** allow the service portability to apply to current commitments from districts; if ADE selects a district's current supplier for district hub transport or internet access, that commitment **will** be ported from the district to ADE, up to the amount of the new purchase commitment by ADE.

**1.25 FORCE MAJEURE:**

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

**1.26 CERTIFICATION:**

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

**1.27 CONFIDENTIALITY**

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

**1.28 NEGOTIATIONS**

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

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## **SECTION 2 -SPECIFIC REQUIREMENTS**

### **2.1 SCOPE OF WORK**

A. The services being solicited have been separated into categories as follows and as shown in Figure 1:

1. Category A: Managed transport services from district hub to regional aggregation point, including routing equipment at the district demarc, awarded by region. The designated regions are depicted in Figure 2. The circuit capacity specified for each site was determined as follows:

User Count	Circuit Capacity
1 - 499*	500 Mbps
500 - 749	750 Mbps
750 - 999	1 Gbps
1000 - 1999	2 Gbps
2000 - 2999	3 Gbps
3000 - 3999	4 Gbps
4000 - 4999	5 Gbps
5000 - 5999	6 Gbps
6000 - 6999	7 Gbps
7000 - 7999	8 Gbps
8000 - 8999	9 Gbps
9000 - 9999	10 Gbps
10000 - 10999	15 Gbps
11000 - 11999	15 Gbps
12000 - 12999	15 Gbps
13000 - 13999	15 Gbps
14000 - 14999	15 Gbps
15000 - 15999	20 Gbps
16000 - 16999	20 Gbps
17000 - 17999	20 Gbps
18000 - 18999	20 Gbps
19000 - 19999	20 Gbps
20000 - 20999	25 Gbps
21000 - 21999	25 Gbps
22000 - 22999	25 Gbps
23000 - 23999	25 Gbps
24000 - 24999	25 Gbps
25000 - 25999	30 Gbps
26000 - 26999	30 Gbps
* With the exception of service cooperatives and the Virtual Academy	

2. Category B: Managed transport services connecting the regional aggregation points to begin forming a backbone network, including routing equipment at the aggregation points.

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3. Category C: Bulk Internet access from a central aggregation point for the entire state.
  4. Category D: Managed transport service from district hub to regional aggregation point, including routing equipment at the district demarc, by address.
- B. ADE intends to obtain, for the duration of this contract, services that reflect the industry's latest technology. ADE 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. Vendor(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.
- C. The State Educational Technology Directors Association (SETDA) and Federal Communications Commission (FCC) have recommended minimum targets for K12 bandwidth in preparation for future demand. Pricing Table 1 of the Official Bid Price Sheet shows recommended 2015 capacity requirements for each district based on SETDA/FCC recommendations and current student counts. The vendor's provided network **must** have the capacity to provide concurrent access to world-class educational content for all students and staff with the ability to grow and adapt to meet future demands. This RFP **will** provide the infrastructure that **will** allow the State the opportunity to purchase broadband access while keeping ahead of future demand. The recommendations call for schools to provide a minimum of 1Mb per student in the 2017-18 school year. The provided services **must** have the ability to meet this growth capacity, as it is required by the State.
- D. Where special construction is required to facilitate the delivery of fiber optic services, vendor(s) **must** either state that they waive those costs or clearly identify those costs in Pricing Table 1 of the Official Bid Price Sheet. Given the extended term of this contract and the economic development and business opportunities created through the build-out of any fiber optic facilities, ADE would prefer that special construction charges be waived. If special construction charges are not waived, vendor(s) **must** submit a copy of the associated engineering study to substantiate cost prior to the start of the construction. Additionally, where special construction charges apply, the vendor **must** amortize the charges over the term selected by ADE for that service.
- E. This connectivity **must** be established in the most cost effective manner possible. For example, if the vendor has a network (MPLS/DWDM or otherwise) in a particular region and the vendor can aggregate traffic from multiple districts and use their network to connect those districts through one or more high speed connections and then collocate/demarc in an ADE designated hub at a lower cost than a direct termination from each of those districts to an ADE designated hub, then this type of service **must** be proposed. Providers with existing networks (MPLS/DWDM or otherwise) that are nearest to ADE designated hubs are strongly encouraged to bridge or peer with a local or rural provider to provide service to remote, rural, and/or underserved districts within that region to maximize coverage in every region. This type of participation **will** receive priority scoring in RFP evaluation. All available state network assets **shall** be leveraged to produce the most robust and sustainable infrastructure possible based on current and future connectivity needs for education.
- F. The vendor **must** be able to test and troubleshoot the circuit continuity and integrity end-to-end as well as all provider equipment associated with the proposed connectivity. As a managed service, the vendor **must** actively monitor the circuits they provide for anything that impairs service such as bit errors, circuit outages, excessive latency, etc. and **must** take measures to open an appropriate trouble ticket to identify the nature and cause of the service impairment and **must** make repairs in the customer approved service level agreement. The vendor **must** notify the point of contact(s) specified by the customer for each change in

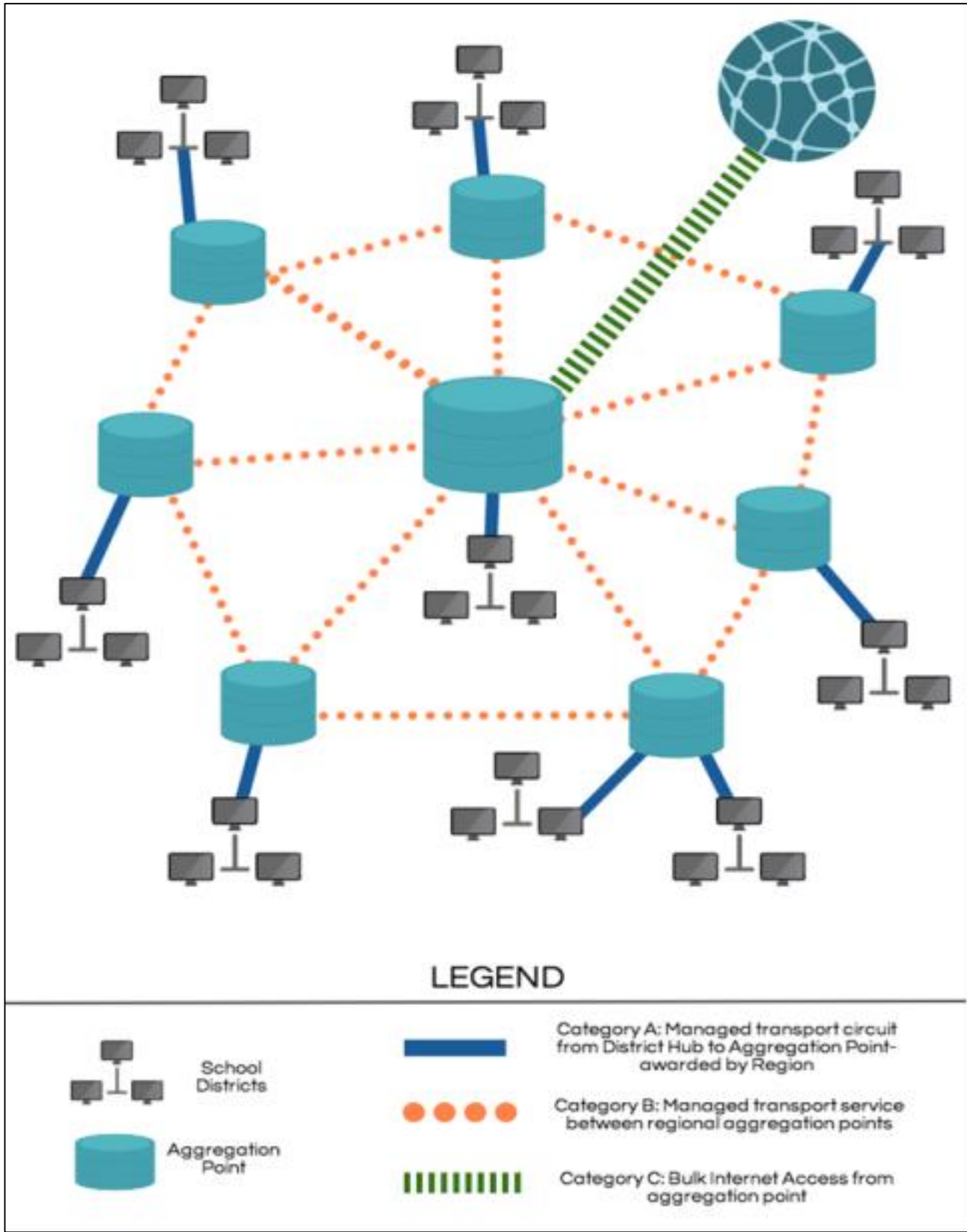


status of service impairment. Vendor(s) **must** take end to end coordination responsibility for circuit malfunctions and repairs until the malfunction is resolved and the network is fully functional to the service level objective standards described in this RFP.

- G. The provided services **must** include the transport, equipment, and management services necessary to provide an end-to-end solution for the district, where the provider owns the problems associated with the telecommunications services. The routing equipment provided **must** be sized appropriately for the specified site bandwidth and contain a firewall feature set and equivalent functionality.
- H. In addition to the tables referenced above that outline the district and ADE designated hub site information, an online map is available through the Arkansas Geographic Information Service with all locations, including topographical overlays and measurement tools. This map depicts public school facilities that serve as a Proposed District Hub (highlighted in Pink) for other schools or facilities in the district. The Proposed District Hub is the demarc location that connects a district Metropolitan Area Network (MAN) to the regional aggregation point. The map should be used as a guide only. The map is available at the following web link:  
  
<http://agio.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=5743d73a30b84430a633ad3e11facb55>
- I. All other miscellaneous service charges or fees **must** be clearly defined, associated with the relative service, and include the type of charge (recurring, non-recurring, monthly, annual, etc.) and **shall** be listed in the Official Bid Price Sheets.

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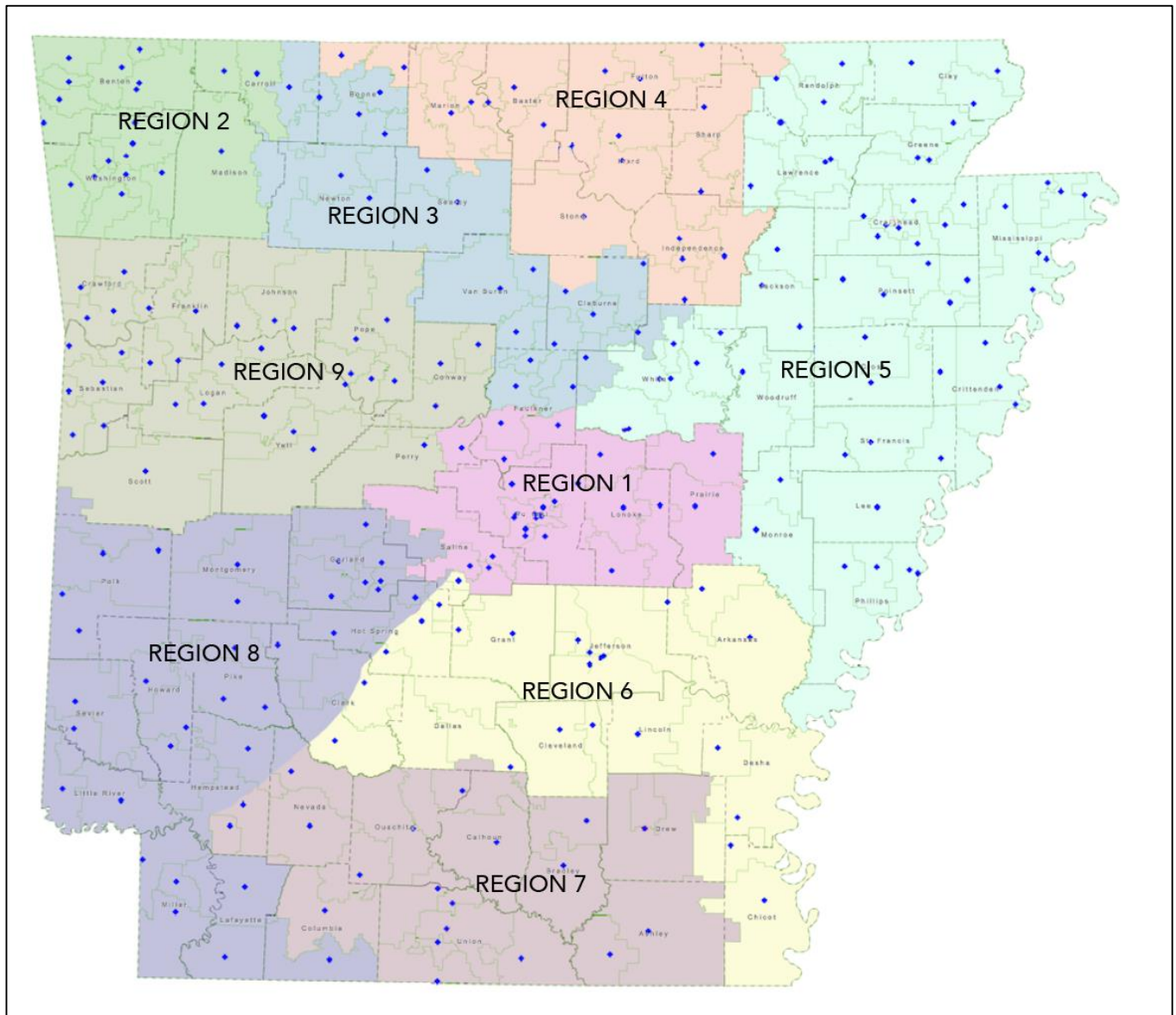
**Figure 1:** To be used as a visual/conceptual guide only.



## 2.2 CATEGORY A:

- A. Category A is managed transport service from designated district demarcs to designated aggregation sites for every school district in the state to form regional wide area networks (WANs). The state is split into nine (9) regions as shown below in Figure 2 and each region is divided into two phases for delivery of service. A complete list of school district demarcs by region can be found in the Official Bid Price Sheet(s). The vendor **will** be responsible for transport only on a managed connection from the designated district hub demarc to a designated aggregation demarc.

**Figure 2:** To be used as a visual guide only. A complete listing of school districts and designated region information can be found in the Official Bid Price Sheet(s).



- B. Vendor(s) responding to Category A **must** provide pricing for 100% of the addresses within the region. ADE understands that it may prove difficult or expensive to reach 100% of school districts in a region; however, ADE feels this strategy is necessary to deliver broadband services to historically underserved or isolated

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school districts. ADE hopes that the vendor community will provide the regional pricing as requested in exchange for securing 100% of the contracts within the region.

- C. ADE desires full clarity on expected costs and understands that many school districts have current contracts for some of the services solicited in this RFP. There are two phases of implementation in each region. Schools in the first phase either have contracts that expire in 2015 and 2016, or are in rural areas that are historically underserved. The second phase contains the school districts with contracts expiring beyond 2016. A list of estimated current contract expiration dates can be found in Appendix 1.
- D. Vendor(s) **must** be able to test and troubleshoot the circuit continuity and integrity end-to-end as well as all provider equipment associated with the proposed connectivity. As a managed service, the vendor **must** actively monitor the circuits they provide for anything that impairs service such as bit errors, circuit outages, excessive latency, etc. Vendor(s) **must** take measures to open a trouble ticket to identify the nature and cause of the service impairment, and **must** make repairs in the customer approved service level agreement. Vendor(s) **must** notify the point of contact(s) specified by the customer for each change in status of a service impairment. Core equipment **shall** be hosted and managed by the transport service provider. Vendor(s) **must** take end to end coordination responsibility for circuit malfunctions and repairs until the malfunction is resolved and the network is fully functional to the service level objective standards specified in this RFP.
- E. If a vendor already provides Internet services to a school district listed with a later start date and the vendor is awarded services as a result of this RFP, the vendor may offer services of this RFP to that school prior to the designated start date listed in this RFP. Vendor(s) may indicate such earlier service start dates on Pricing Table 1 of the Official Bid Price Sheet. A list of estimated current contract expiration dates can be found in Appendix 1.
- F. The designated aggregation points **shall** be:

Site Name	Address	City	Zip	LATA
UAFV	345 N Garland	Fayetteville	72701	526
HOPE	#1 358 Hwy. 174 N.	Hope	71801	528
LTRK	1 Capitol Mall	Little Rock	72201	528
MNTI	112 Service Street	Monticello	71656	530
MTHO	195 High Avenue	Mountain Home	72653	528
NWPT	3714 Comet	Newport	72212	528
NLRK	2809 Eanes Road	North Little Rock	72117	528
PNBL	2300 W. 18 <sup>th</sup> Ave.	Pine Bluff	71603	530

- G. ADE understands that some of the designated aggregation points are owned by the Arkansas Research & Education Optical Network (ARE-ON). These locations were funded by the Broadband Technology Opportunities Program (BTOP) grant money, and therefore are subject to the following program requirement: "Recipients should allow collocation by interconnecting parties, on a first-come, first-served basis, in any equipment or facilities funded by BTOP, where and when possible. Recipients should expect customers to request a variety of collocation services, including secured space separated from the owner's equipment, 24 hour access, escorted or unescorted access, and AC and/or DC."
- H. Vendor(s) may find additional information regarding the BTOP program and applicable rules at the following link: [http://www.ntia.doc.gov/files/ntia/publications/fr\\_bbnofa\\_090709.pdf](http://www.ntia.doc.gov/files/ntia/publications/fr_bbnofa_090709.pdf)

**2.3 CATEGORY B:**

- A. Category B is for managed transport service connecting the regional aggregation points together to begin forming a backbone network for true statewide any-to-any connectivity. All school districts receiving connectivity under this RFP **will** be eligible to connect to the statewide network. The estimated initial bandwidth used is 10 Gbps.
- B. Vendor(s) **must** be able to test and troubleshoot the circuit continuity and integrity end-to-end as well as all provider equipment associated with the proposed connectivity. As a managed service, the vendor **must** actively monitor the circuits they provide for anything that impairs service such as bit errors, circuit outages, excessive latency, etc. Vendor(s) **must** take measures to open a trouble ticket to identify the nature and cause of the service impairment and **must** make repairs in the customer approved service level agreement. Vendor(s) **must** notify the point of contact(s) specified by the customer for each change in status of a service impairment. Core equipment **shall** be hosted and managed by the transport service provider. Vendor(s) **must** take end to end coordination responsibility for circuit malfunctions and repairs until the malfunction is resolved and the network is fully functional to SLO standards.
- C. Vendor(s) **must** be able to coordinate with ADE, the Department of Information Systems (DIS), and other vendors who receive awards from this RFP to facilitate uninterrupted services to the school districts.

**2.4 CATEGORY C:**

- A. Category C is for dedicated Internet bandwidth to be purchased in bulk and distributed via the central aggregation point and backbone network. The initial total Internet bandwidth is estimated to be 10 Gbps.
- B. The vendor **must** have a minimum of two geographically diverse (minimum of 25 miles separation), BGP4-based hand-offs to a minimum of two Tier-1 level nationwide service providers, each with a minimum connection speed of 10 Gbps. The network handoff at the school district and the ADE designated hub **shall** be 1000Base-T Gigabit Ethernet with the exception of 10 Gbps services which **will** be specified at the time of contract.
- C. The vendor **must** be able to coordinate with ADE, the Department of Information Systems (DIS), and other vendors who receive awards from this RFP to facilitate uninterrupted services to the school districts.
- D. The pricing for Category C service **shall** be examined at twenty-four (24) months following contract award and at the time of any subsequent contract renewals. If it is determined that Internet access market pricing has dropped, the vendor **must** negotiate new pricing with ADE at that time. At no time **shall** the pricing for Category C increase from awarded pricing.
- E. The vendor **must** deliver services that are compliant with the FCC Children's Internet Protection Act of 2000. This act sets standards for content filtering and firewalling that **must** be applied to Internet for schools. More information can be found at the following link:  
<http://transition.fcc.gov/cgb/consumerfacts/cipa.pdf>

**2.5 CATEGORY D:**

- A. Category D is for managed transport service from a designated district demarc to a designated aggregation site. This category is designed for vendors who are unable to provide service to 100% of school districts in a region. Category D may or may not result in any contracts. ADE wishes to have as many options possible in the event that certain regions do not receive bids. A complete list of school district demarcs can be found in Pricing Table 1 of the Official Bid Price Sheets. The vendor **will** be responsible for transport only on a point-to-point managed circuit from the designated district hub demarc to a designated aggregation demarc.



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- B. Vendor(s) who respond to Category D may choose to bid on one, some or all school districts in the State. Vendor(s) **must** use existing Pricing Table 1 of the Official Bid Price Sheet, and **must** provide pricing for the bandwidth requested for any location being bid.
- C. Vendor(s) **must** be able to test and troubleshoot the circuit continuity and integrity end-to-end as well as all provider equipment associated with the proposed connectivity. As a managed service, the vendor **must** actively monitor the circuits they provide for anything that impairs service such as bit errors, circuit outages, excessive latency, etc. Vendor(s) **must** take measures to open a trouble ticket to identify the nature and cause of the service impairment, and **must** make repairs in the customer approved service level agreement. Vendor(s) **must** notify the point of contact(s) specified by the customer for each change in status of a service impairment. Core equipment **shall** be hosted and managed by the transport service provider. Vendor(s) **must** take end to end coordination responsibility for circuit malfunctions and repairs until the malfunction is resolved and the network is fully functional to SLO standards.
- D. If a vendor already provides Internet services to a school district listed with a later start date and the vendor is awarded services as a result of this RFP, the vendor may offer services of this RFP to that school prior to the designated start date listed in this RFP. Vendor(s) may indicate such earlier service start dates on the Official Bid Price Sheet(s). A list of estimated current contract expiration dates can be found in Appendix 1.
- E. The designated aggregation points **shall** be:

Site Name	Address	City	Zip	LATA
UAFV	345 N Garland	Fayetteville	72701	526
HOPE	#1 358 Hwy. 174 N.	Hope	71801	528
LTRK	1 Capitol Mall	Little Rock	72201	528
MNTI	112 Service Street	Monticello	71656	530
MTHO	195 High Avenue	Mountain Home	72653	528
NWPT	3714 Comet	Newport	72212	528
NLRK	2809 Eanes Road	North Little Rock	72117	528
PNBL	2300 W. 18 <sup>th</sup> Ave.	Pine Bluff	71603	530

- F. ADE understands that some of the designated aggregation points are owned by the Arkansas Research & Education Optical Network (ARE-ON). These locations were funded by the Broadband Technology Opportunities Program grant money, and therefore are subject to the following program requirement: "Recipients should allow collocation by interconnecting parties, on a first-come, first-served basis, in any equipment or facilities funded by BTOP, where and when possible. Recipients should expect customers to request a variety of collocation services, including secured space separated from the owner's equipment, 24 hour access, escorted or unescorted access, and AC and/or DC."
- G. Vendor(s) may find additional information regarding the BTOP program and applicable rules at the following link: [http://www.ntia.doc.gov/files/ntia/publications/fr\\_bbnofa\\_090709.pdf](http://www.ntia.doc.gov/files/ntia/publications/fr_bbnofa_090709.pdf)

## 2.6 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 vendor's proposed solution(s) **must** allow the existing applications to function normally and perform properly, including but not limited to:

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1. H.323/HD video
  2. Internet access
  3. High Volume Database transmission
  4. Network Monitoring
  5. Security Monitoring
  6. Content Filtering
  7. Specific education applications currently supported by ADE:
    - a. ATLAS
    - b. Eschool
    - c. Efinance
    - d. ACSIP
    - e. Ed-Fi Dashboards
    - f. AETN Professional Development
    - g. On-line Testing (PARCC)
    - h. Arkansas iTunes U
    - i. ADE Data Center
      - i. School Stats
      - ii. School Information System
      - iii. Ad Hoc Reports
      - iv. Course Code Management
      - v. Job Code Management
      - vi. Duplicate Enrollment
      - vii. School Board Hours
      - viii. Standards of Accreditation
    - j. Virtual Arkansas/Distance Learning
    - k. ATLAS (Mentoring)
    - l. Arkansas Educator Licensure System (AELS)
    - m. Teacher Eval (TESS)
    - n. Video (Discovery Learning, You Tube, Kahn Academy)
    - o. Learning Management Software (Blackboard, Moodle, etc)
    - p. Interim/Formative Assessment (Target, NWEA, TLI)
    - q. Online Lessons (Odyssey, Compass Learning, Plato, etc)
    - r. General Internet for Research
    - s. Online Textbooks/Library Books
    - t. BYOD Initiatives
    - u. Triand
    - v. District Report Cards
    - w. School Dude
    - x. Master Plan Tool
    - y. Child Nutrition Claims Software
    - z. Email
- B. The equipment proposed and provided by the vendor(s) **must** be capable of supporting virtual private network traffic between the schools and the aggregation points for the above applications at a minimum.
- C. The vendor **must** provide telecommunications services that are capable of supporting Border Gateway Protocol (BGP) and sharing routes between autonomous systems (AS) on provider networks as well as other public and private networks.

- D. The vendor's provided telecommunications services **must** be compatible with customer public or private IPv4 and IPv6 addressing. The network **must** support the participation of customers that use private network addresses. If required, the vendor **must** be able to supply a public address space pool for network address translation (NAT) of a customer private network to public address space.

**2.7 INSTALLATION REQUIREMENTS:**

- A. The vendor's installation services **must** include all required products and services needed to install a functional service.
- B. Vendor(s) **must** comply with all applicable codes, licenses, certifications, and standards in the State of Arkansas as it relates to the proposed installation services.
- C. Vendor(s) **must** agree to perform testing after installation of services to ensure said services are operating properly. The vendor **must** provide documentation of test results within five (5) business days if so requested in writing by ADE. Vendor(s) **must** retain said documentation for the duration of any resulting contract.

**2.8 SUPPORT REQUIREMENTS:**

- A. The vendor(s) **must** provide a toll free telephone support center that is available 24 hours a day, 7 days per week, has English-speaking staff, and is physically located within the continental United States of America.
- B. It is highly desirable that the support center is familiar with ADE/district network, has advanced technical expertise available, and maintains and owns trouble tickets reported by ADE or district staff until those troubles are resolved. The help desk/technical support personnel **must** be knowledgeable and technically trained to answer/resolve system technical support problems. The help desk staff **must** be able to answer "how to" type questions about the technical services as well as questions about hardware and Internet setting configurations.
- C. Vendor(s) **must** provide telephone response to customer problems in two hours or less and provide onsite support (if required) in 4 hours or less.
- D. Vendor(s) **must** maintain a digital inventory of records of the services provided that includes all pertinent site information as determined by ADE.
- E. Vendor(s) **must** have an established escalation procedure for all proposed services which **must** be obtainable 24 hours per day, 7 days per week for all outages or situations deemed emergency or critical as described in this RFP.
- F. Vendor(s) **shall** respond within one (1) hour to maintenance/technical support calls/inquiries made by the customer/agency. The State **shall** have the right to determine and assign levels of severity for the issue/support problems.
- G. The severity of the issue/support problem **shall** determine the average problem resolution response time in any calendar month of the contract as follows:
  - 1. Severity Level 1 **shall** be defined as urgent situations, when the customer's services are down and the customer is unable to use/access the network. The vendor **shall** respond to Severity Level 1 problems within two (2) business hours and **shall** resolve Severity Level 1 problems as quickly as possible, which on average **shall not** exceed two (2) business hours, unless otherwise authorized in writing by the State.



2. Severity Level 2 **shall** be defined as there are significant outages and/or repeated failure of service precluding its successful operation. The service may operate but is severely restricted (i.e. slow response, intermittent but repeated inaccessibility, etc). The vendor **shall** respond to Severity Level 2 problems within two (2) business hours and **shall** resolve Severity Level 2 problems as quickly as possible, which on average **shall not** exceed four (4) business hours, unless otherwise authorized in writing by the State.
3. Severity Level 3 **shall** be defined as a minor problem that exists with the service but the majority of the functions/services are still usable and some circumvention may be required to provide service. The vendor **shall** respond to Severity Level 3 problems within two (2) business hours and **shall** resolve Severity Level 3 problems as quickly as possible, which on average **shall not** exceed ten (10) business hours, unless otherwise authorized in writing by the State.

- H. ADE **shall** notify the vendor(s) in writing of any intention to withhold payment of fees pursuant to this section for vendor's failure to perform in accordance with the terms and conditions of this contract agreement. Should the State fail to provide such written notification to the vendor prior to the expiration of the current contract period, it **will** void the State's ability to withhold payments for products/services invoiced for that particular period. However, this in no way affects the State's ability to seek such remedy in any subsequent renewal option years should such issues persist. Vendor(s) **must** acknowledge and agree that such delayed payment of invoices **shall not** in any event, impair the obligation or liability of the vendor to perform according to the terms of the contract. Late payment fees **shall not** be assessed or payable for such delayed payment of invoices pursuant to this section.

## **2.9 SECURITY REQUIREMENTS:**

- A. Vendor(s) **must** understand that the customer may have standard security policy and access requirements that the vendor's services, processes, or employees **must** abide by. Vendor(s) and designees **must not** create conflicts with standard security policy requirements.
- B. Vendor(s) **must** abide by the ADE IT Data and Security Policy, which can be found at the following link:  
<http://arkedu.state.ar.us/commemos/static/fy0809/4185.html>
- C. Vendor(s) **must** have measures in place to prevent security breaches and the processes and procedures to react to a security breach that occurs via their access to the customer network infrastructure.

## **2.10 SERVICE LEVEL OBJECTIVE REQUIREMENTS:**

- A. Vendor(s) **must** provide the following Service Level Objectives (SLO) for every service they are proposing in response to this RFP. The specifications described herein are intended to be a bare minimum requirement, and proposed SLOs that exceed these specifications are preferable.
- B. Vendor(s) **must** provide monthly SLO reports to ADE by no later than the 15<sup>th</sup> business day of the subsequent calendar month for the preceding month's report. The report **must** detail all pertinent SLO statistics including SLOs missed and the related remedies applied. The reports **must** be provided electronically via a portal or email and be provided as a PDF or other format upon ADE approval.
- C. Network Availability (NA) **shall** be defined as the percentage of total minutes during a calendar month that the services are available to the customer. NA measurements and related remedies are applicable to the affected services only, not averaged across all services provided by the vendor. Services **shall** be deemed unavailable when an outage is officially recorded with the vendor because the customer does not have the ability to transmit or receive packets by means of the vendor's services. The total outage minutes **shall** be the length of

time during which the services are unavailable to the customer beginning with the official notification (contact with the vendor's telephone support center) of the outage from the customer and ending upon restoration of the service and notification to the customer by the provider. Outage minutes **will not** apply to scheduled maintenance activities, problems caused by the customer, or for any delay, failure in performance, loss, or damage due to force majeure as described in this RFP. Minimum availability **must** be 99.95%. When the availability SLO is not met, the customer **will** receive a credit equal to 1/30th of the monthly recurring charges for the affected services for each cumulative hour or portion thereof during which such services are unavailable to the customer.

- D. Mean Time to Repair (MTTR) **shall** be defined as the monthly average time over any calendar month it takes for the vendor to resolve any outage problem. MTTR is calculated by dividing the total outage minutes by the total outage occurrences. Minimum target MTTR **shall** be 4 hours. This objective **will** be measured and reported to ADE monthly and should the objective be missed more than 3 times in any given contract year the vendor **must** credit the customer for 1% of the annual cost of the contract. The reporting methodology **shall** be mutually agreed to after contract award, with final determination made by ADE.
- E. Installation Due Date **shall** be defined as the actual date that the services **must** be made available to the customer, which **shall** be agreed upon by the vendor and ADE. Exceptions to this SLO include any delay, failure in performance, loss, or damage due to Force Majeure events, or other causes beyond such party's reasonable control as well as customer applications, equipment or facilities problems. If the vendor does not meet the agreed upon installation due date the customer **will** receive a credit equal to 100% of the first months recurring charge for services.
- E. Latency: The monthly maximum round-trip latency **must** be end-to-end on each service, measured in five (5) minute intervals or less. Prior to contract award, the vendor **must** provide detail as to how they measure latency and **must** provide diagrams that indicate where in their network they measure latency. The objective for Average Latency **shall not** be greater than 27 milliseconds. For any month in which the objective is not met, the customer **will** receive a credit equal to 10% of the monthly recurring charges for the services. Exceptions to this SLO include any delay, failure in performance, loss, or damage due to Force Majeure events or other causes beyond such party's reasonable control as well as customer applications, equipment or facilities problems or scheduled service maintenance.
- F. Jitter or Latency Variation: The monthly maximum jitter **must** be end-to-end on each service, measured in five (5) minute intervals or less. Prior to contract award, the vendor **must** provide detail as to how they measure latency and **must** provide diagrams that indicate where in their network they measure latency. The objective for Jitter **shall not** be greater than 2 milliseconds. For any month in which the objective is not met, the customer **will** receive a credit equal to 10% of the monthly recurring charges for the services. Exceptions to this SLO include any delay, failure in performance, loss, or damage due to Force Majeure events or other causes beyond such party's reasonable control as well as customer applications, equipment or facilities problems or scheduled service maintenance.
- G. Packet Loss: The monthly maximum round-trip packet loss **must** be end-to-end on each service, measured in five (5) minute intervals or less. Prior to contract award, the vendor **must** provide detail as to how they measure packet loss and provide diagrams that indicate where in their network they measure packet loss. The objective for Average Packet Loss **shall not** be greater than 0.5%. For any month in which the objective is not met, the customer **will** receive a credit equal to 1/30th of the monthly recurring charges for the provided services. Exceptions to this SLO include performance problems caused by the customer, for reasons of force majeure, circumstances beyond the control of the vendor, or scheduled service maintenance.

- H. Chronic service problems: The vendor **must** acknowledge that, in addition to other applicable remedies, should one or more SLOs be continually missed and the vendor does not provide adequate resolution, the State may immediately terminate the contract. Adequate resolution **shall** mean that if in any thirty (30) calendar day period during or after installation of services there are three (3) or more events of failed SLOs and the vendor is unable to resolve all of these SLO defects/errors/issues within thirty (30) calendar days (unless otherwise agreed to in writing by ADE for a longer time duration), then ADE may request OSP to terminate the contract for cause and without penalty by notifying the vendor in writing within five (5) calendar days. Such termination **will** be effective immediately upon receipt of such notice by the vendor. "Receipt Of Notice" **shall** be when confirmed delivery receipt by either facsimile, email, or mail service has been received indicating that the notice was successfully delivered. The State **shall** only be responsible for payment of fees and charges through the date of termination.

## 2.11 E-RATE REQUIREMENTS:

- A. Universal Service Support Mechanism for Schools and Libraries (commonly referred to as the "E-rate" program). The Telecommunications Act of 1996 directed the Federal Communications Commission (FCC) to "establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries." As a result, the FCC created what is commonly called the E-rate program, and then empowered the Universal Service Administrative Company (USAC) to administer it. Today, the Schools and Libraries Division (SLD), a division of USAC, administers the approximately \$2.3 billion annual program. In its July 2014 *E-rate Modernization Order* (<http://www.fcc.gov/document/fcc-releases-e-rate-modernization-order>), the FCC decided to shift the focus of the program to broadband and Wi-Fi networking and to change the way the program works in several material respects. The program's new stated goals are to: (1) ensure that schools and libraries have affordable access to high-speed broadband; (2) maximize the cost-effectiveness of E-rate supported expenditures; and (3) simplify and accelerate the E-rate application and other administrative processes.

### 1. Annual E-rate Applications

Schools and libraries **must** apply and receive approval annually for E-rate discounts on the eligible services that they have procured competitively from eligible service providers.

### 2. Services Eligible for E-rate Discounts

Eligible services are divided into the two categories listed and described below. Note that discounts on Category One voice services are being phased out and *Category Two support is subject to the funding, budgetary, and other requirements and limitations set forth in the E-rate Modernization Order and FCC rules.* For more information, go to:

[http://transition.fcc.gov/Daily\\_Releases/Daily\\_Business/2014/db1028/DA-14-1556A1.pdf](http://transition.fcc.gov/Daily_Releases/Daily_Business/2014/db1028/DA-14-1556A1.pdf)

### 3. Category One

"Services that provide broadband to eligible locations including data links that connect multiple points, services used to connect eligible locations to the Internet, and services that provide basic conduit access to the Internet. Maintenance and technical support appropriate to maintain reliable operation are eligible for support when provided as a component of these services."

Category One Service Categories:

- a. Digital transmission services
- b. Internet access services

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c. Voice services

4. Category Two

“Internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries.”

Category Two Service Categories:

a. Eligible Broadband Internal Connections Components

b. Eligible Managed Internal Broadband Services

c. Basic Maintenance of Eligible Broadband Internal Connections Components

B. Statewide E-rate Procurement

All of the services and products requested in this RFP **will** be made available to schools and educational service cooperatives statewide.

C. E-rate Knowledge Required

Because this RFP 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. Therefore, the vendor **must** have at least a working knowledge of the E-rate program. For information about what the E-rate program is, what it requires, and how it works, go to: <http://www.universalservice.org/sl/>.

D. E-rate Program Participation and Good Standing Required

1. The vendor **must** submit the following proof of E-rate program participation along with its proposal:

a. Vendor’s *Service Provider Identification Number* (“SPIN”)

b. Vendor’s *Federal Communications Commission Registration Number* (“FCCRN”).

2. During the term of any Consortium Contract(s) resulting from this RFP, the vendor **must** timely file with the FCC a *Service Provider Annual Certification Form* (FCC Form 473 or “SPAC”). In addition, if the Vendor 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 vendor is proposing to provide eligible telecommunications or VoIP services, the vendor **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 vendor is or has been subjected to the FCC’s “Red Light Rule,” the vendor **must disclose** this in its proposal 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 vendor.

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

E. Compliance with E-rate Program Rules Required

1. The vendor **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. The vendor **must** ensure that all services for which E-rate discounts are being requested under a Consortium Contract **are eligible services**. See the “Services Eligible for E-rate Discounts” section in paragraph A above.
3. If any contracted service will include both eligible and ineligible services and/or products, the vendor **must** clearly identify on its bid and corresponding contract the ineligible services and/or products and the associated cost for them.

F. E-rate Program Cooperation Required

1. Applying for and receiving E-rate discounts requires a substantial amount of cooperation on the part of everyone involved in the process. Therefore, the vendor agrees to cooperate fully with ADE, the E-rate eligible entities using the Consortium Contracts (“E-rate Entities”), USAC, and any other agency or organization with E-rate-related regulatory, administrative, and/or auditing responsibilities.
2. More specifically, the vendor **must** provide, within ten (10) days following a request, to ADE and E-rate Entities or, if directed, to a consultant retained by an E-rate Entity or ADE, all of the information and documentation that the vendor has or reasonably can acquire that ADE and/or an E-rate Entity may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

G. LOWEST CORRESPONDING PRICE REQUIRED

**The vendor must provide eligible entities the “Lowest Corresponding Price” (LCP) for services** (refer to FCC 47 CFR § 54.500(f) and 47 CFR § 54.511(b)). For more information, visit the following link:

<http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>.

1. Rule 47 CFR § 54.500(f) states that the lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services.
  - a. Service provider vendors **shall** offer schools and libraries their services at the lowest corresponding prices throughout their geographic service areas. The “geographic service area” **shall** be the area in which a service provider vendor is seeking to serve customers with any of its E-rate services.
  - b. Service provider vendors **shall not** avoid the obligation to offer the lowest corresponding price to schools and libraries for interstate services by arguing that none of their non-residential customers are

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identically situated to a school or library or that none of their service contracts cover services identical to those sought by a school or library.

- c. The Commission **will** only permit service provider vendors to offer schools and libraries prices above prices charged to other similarly situated customers when those vendors can show that they face demonstrably and significantly higher costs to serve the school or library seeking service. Factors that could affect the cost of service include volume, mileage from facility, and length of contract.
  - d. Similar services **shall** include those provided under contract as well as those provided under tariff.
- 2. Rule 47 CFR § 54.511(b) states that the provider of eligible services **shall not** charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the Lowest Corresponding Price (LCP) for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the Lowest Corresponding Price is not compensatory
  - 3. Vendor(s), regardless of the size of the company, **must** provide LCP for a school or library. A service provider's obligation to provide the LCP **shall** not be tied to a response to an FCC Form 470 or this RFP.

H. Contract Term Modification

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

I. Service Start Date

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

J. Reservation of Right to Proceed or Not to Proceed

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

K. E-rate Audits and Document Retention Requirement

- 1. In the event of an E-Rate audit, USAC Program Integrity Assurance (PIA) review, or any other type of E-rate-related review, inspection or investigation, the vendor **must** respond within three (3) business days to any and all questions from ADE or ADE designee related to its contracts, proposals, or processes and cooperate fully in all other respects.
- 2. The vendor **must** maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to the vendor's services to ADE and/or an E-rate Entity. All such records **shall** be retained for ten (10) years following completion of services and **shall** be subject to inspection and audit by ADE and/or the E-rate Entity. The vendor **must** include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing ADE and/or the E-rate Entity the same right to inspect and audit those records as set forth herein.

3. In addition to the foregoing, the vendor **will** create, implement and enforce an internal E-rate audit process to ensure that the vendor complies with all E-rate program rules and regulations. This process **must** include the following:
- a. Separating ineligible project management and other professional services costs, if any, from other charges.
  - b. Where labor is involved, maintaining detailed, signed individual timesheets.
  - c. Ensuring that ineligible charges are not submitted to USAC.
  - d. Invoicing to USAC that is consistent with the Consortium Contract and the FCC Forms 470 and 471 associated with it.
  - e. Ensuring that services or products are not provided to an E-rate Entity without its express written permission or official purchase authorization.
  - f. Ensuring that agreed upon substitute services or products are prominently noted on invoices submitted to USAC and the E-rate Entity.
  - g. Where applicable, non-recurring services are provided no later than September 30th and recurring services not beyond June 30th.
  - h. Supporting documentation sufficient to evidence that what was approved per the FCDL and provided was actually provided and where and when it was provided.
  - i. If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed.
  - j. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471.
  - k. Documenting that E-rate funded services were provided within the allowable contract period and program year.
  - l. Charging proper FRN(s).
  - m. Ensuring that invoices and USAC forms are submitted to E-rate Entities in a timely manner.
  - n. Ensuring that USAC forms are filled out completely and accurately and submitted to USAC on time.
  - o. Ensuring that Forms 472 are signed/dated by the vendor's representative in a timely manner
  - p. Maintaining a fixed asset list of E-rate-supported equipment provided to E-rate Entities with detailed information for each item (model number, serial number, product description) and made available to E-rate Entities in electronic format.

L. Invoicing Procedures

The vendor **must** itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor(s) **must** include the following information on all invoices to the E-rate Entity for E-rate eligible equipment and/or services:

1. Date of invoice
2. Date(s) of service
3. Funding Request Number ("FRN")
4. The vendor's signature on invoice attesting to the accuracy and completeness of all charges
5. Detailed description of services performed and materials supplied that matches E-rate Entity's contract specifications, Form 470 and Form 471 descriptions of same
6. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the E-rate Entity (non-discounted amount of eligible charges)
7. Invoice on the vendor's letterhead or on a vendor-generated form
8. E-rate Entity's Billed Entity Number
9. E-rate Entity's Federal Communications Commission Registration Number
10. Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

M. Discounted Invoicing and Reimbursement Processes

The vendor **must**, at an E-rate Entity's request, either (a) invoice the E-rate Entity only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice USAC for the balance [Discounted Invoice Process] or (b) remit to the E-rate Entity within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payer for the discounted portions of E-rate-approved transactions involving the E-rate Entity [Reimbursement or "BEAR" Process].

1. Discounted Invoice Process

a. Invoicing

Within fourteen (14) days from the date that the vendor delivers to the E-rate Entity E-rate approved materials or services, when delivery of such services triggers a payment obligation under the vendor's contract with the E-rate Entity, the vendor **must** invoice the E-rate Entity for its share of the pre-discount cost of those materials or services.

b. Timely Filing

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



c. Invoice Rejection

The vendor understands and agrees that E-rate Entity **shall not** be liable to vendor and the vendor **shall** have no recourse against the E-rate Entity for any discounted amount that the vendor submits to USAC for payment if the vendor is at fault for USAC's refusal to pay; if the E-rate Entity is at fault, the E-rate Entity **shall not** be liable to the vendor and the vendor **shall** have no recourse against the E-rate Entity for the amount at issue until both the E-rate Entity and the vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

d. E-rate Entity Approval

The vendor **must** submit to the E-rate Entity for its review and approval, before submitting it to USAC for payment, a copy of every invoice that the vendor intends to submit for services that it has provided or, in appropriate circumstances, **will** be providing to the E-rate Entity. The E-rate Entity **shall not** unreasonably delay or withhold approval of the vendor's USAC invoices. As the vendor is solely responsible for timely filing invoices with USAC, it understands that it **must** submit invoices to the E-rate Entity sufficiently in advance of any USAC filing deadline to ensure that there **will** be adequate time remaining for it to meet the USAC filing deadline after the E-rate Entity has had a reasonable opportunity to review and approve them.

2. Reimbursement Process

a. Twenty Days

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

b. Liquidated Damages

The vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the E-rate Entity for any reason. Moreover, the vendor understands and agrees that its failure to make a reimbursement payment to the E-rate Entity in a timely manner **will** adversely affect the E-rate Entity's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. The vendor therefore agrees that if it fails to remit to the E-rate Entity a reimbursement payment within forty-five (45) days after receiving it from USAC, the vendor **will** pay to the E-rate Entity as liquidated damages a total of \$500 per day for each day that lapses without payment after the 45th day.

[ THIS SECTION INTENTIONALLY LEFT BLANK ]

### **SECTION 3 -CRITERIA FOR SELECTION**

#### **3.1 GENERAL INFORMATION:**

- A. The Office of State Procurement (OSP) will review all proposals to ensure all requirements are met. Proposals meeting the mandatory requirements will then be evaluated by committee for technical scoring. After the technical score is established for each category bid for each vendor, the pricing calculations will be completed by OSP.
- B. The cost scores will be totaled with the technical scores to determine the Grand Total score for each category bid by each vendor.
- C. Other agencies and consultants of ADE may also examine documents.
- D. Submission of a proposal implies vendor's acceptance of the evaluation technique and recognition that good-faith judgments **must** be made by the ADE Evaluation Committee during the assignment of rating points.
- E. Cost:  
The proposal with the lowest total cost as described in the Official Bid Price Sheets will receive the maximum amount of cost points for that region or category. Remaining proposals **shall** receive points in accordance with the following formula:  $(A/B) * (C) = D$ 
  - A=lowest total cost proposal, amount in dollars
  - B=cost proposal being evaluated, amount in dollars
  - C=maximum cost points possible
  - D=number of points scored for the proposal being evaluated

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NOTICE TO VENDORS: Vendor(s) may submit evaluation information only for those categories of service for which they are bidding. Vendor(s) are encouraged to answer each question as comprehensively and concisely as possible to ensure a complete evaluation.

SERVICE CATEGORY A EVALUATION INFORMATION MATRIX		POINTS POSSIBLE
1	Provide your company's E-Rate Service Provider Identification Number (SPIN) and Federal Communications Commission Registration Number (FCCRN).	5
2	Provide a brief company history and include the following information:	
2a	Date established	5
2b	Total number of employees	5
2c	Number of years of experience working with government agencies	5
2d	Number of years of experience working with education related networks	5
3	Provide a concise overview of your company's experience in delivering the services sought in this RFP.	20
4	Describe prior experience with networks for K-12 schools.	35
5	Provide references from three (3) projects of a similar nature, including company name, contact name, telephone number, and email address. References should not be from current or past State of Arkansas employees and should be from work performed within the past three (3) years. The following questions will be asked of references:	
5a	What is the scope of the project for which the vendor was contracted?	20
5b	How would you rate the proficiency level of the vendor?	20
5c	Would you recommend vendor for the same or a similar project?	30
5d	Did the vendor meet all contractual obligations with regard to the quality of work, completion date, and costs?	30
6	Identify the key personnel who will have actual responsibility for this project and describe their experience and proposed primary duties and responsibilities.	20
7	Provide a summary of why your company should be chosen for award, including any special characteristics, traits or services offered by your company that differentiate your business from the competition.	40
8	If awarded any services resulting from this RFP, describe how your company will work in conjunction with other companies that receive awards to ensure timely delivery of service and minimize disruptions of service.	30
9	Provide an implementation plan for each region bid that takes the designated phases into consideration.	20
10	Describe the network topology proposed and type of design for each region bid.	20
11	Submit a network diagram that depicts the proposed solution for each region bid.	15
12	Provide any additional information required to accurately explain the nature, topology and technical specifications of each regional WAN offered for consideration.	15
13	Internet access may be purchased from the same company that provides the regional WAN or from a separate company. If your company is selected as the provider of one or more regional WANs but does not offer the most cost-effective Internet access option, describe how you will facilitate the delivery of bulk Internet access from a different ISP into your regional WAN.	20
14	Describe the network availability standards of proposed services.	15
15	Describe latency standards of proposed services.	15
16	Describe guaranteed bandwidth throughput standards of proposed services.	15
17	Describe jitter standards of proposed services.	15

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18	Describe packet loss standards of proposed services.	15
19	Describe the scalability of the proposed offerings to support increased bandwidth requirement in future years.	15
20	Describe the transport medium proposed to deliver WAN services.	15
21	Describe if the services proposed are Layer 2 or Layer 3.	15
22	Describe the equipment that will be used in the network core and placed at each customer's location to deliver the service. Include the type of equipment (e.g. switch, router), manufacturer, make and model. Be specific, since the equipment may be a differentiating factor among competing proposals.	25
23	Describe your company's plan for maintaining the proposed and required service level objectives.	30
24	Identify what equipment (if any) the customer needs to have in order to receive the service.	15
25	Provide a security plan that explains your processes and procedures for anticipating, preventing, and recovering from security attacks, for example Denial of Service attacks (DDOS).	20
Total Cost Points Possible for Category A Eligible Goods and Services (Highest Weighted Factor, Pricing Table 1 of Official Bid Price Sheet)		230
<b>TOTAL POINTS POSSIBLE FOR CATEGORY A</b>		<b>800</b>

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SERVICE CATEGORY B EVALUATION INFORMATION MATRIX		POINTS POSSIBLE
1	Provide your company's E-Rate Service Provider Identification Number (SPIN) and Federal Communications Commission Registration Number (FCCRN).	5
2	Provide a brief company history and include the following information:	
2a	Date established	5
2b	Total number of employees	5
2c	Number of years of experience working with government agencies	5
2d	Number of years of experience working with education related networks	5
3	Provide a concise overview of your company's experience in delivering the services sought in this RFP.	20
4	Describe prior experience with networks for K-12 schools.	35
5	Provide references from three (3) projects of a similar nature, including company name, contact name, telephone number, and email address. References should not be from current or past State of Arkansas employees and should be from work performed within the past three (3) years. The following questions will be asked of references:	
5a	What is the scope of the project for which the vendor was contracted?	20
5b	How would you rate the proficiency level of the vendor?	20
5c	Would you recommend vendor for the same or a similar project?	30
5d	Did the vendor meet all contractual obligations with regard to the quality of work, completion date, and costs?	30
6	Identify the key personnel who will have actual responsibility for this project and describe their experience and proposed primary duties and responsibilities.	20
7	Provide a summary of why your company should be chosen for award, including any special characteristics, traits or services offered by your company that differentiate your business from the competition.	40
8	If awarded any services resulting from this RFP, describe how your company will work in conjunction with other companies that receive awards to ensure timely delivery of service and minimize disruptions of service.	30
9	Describe how you would connect the regional aggregation points, explaining your design and choice of network topology.	20
10	Provide a network diagram that makes a visual depiction of the statewide network design.	15
11	Describe the scalability of the proposed offerings to support increased Internet bandwidth requirements in future years.	15
12	Describe the transport medium used to deliver statewide network services to each location.	15
13	Describe if the services proposed are Layer 2 or Layer 3.	15
14	Describe the equipment proposed for use that will be owned and maintained by the service provider.	15
15	Describe your company's plan for maintaining the proposed and required service level objectives.	30
16	Identify what equipment (if any) the customer needs to have in order to receive the service.	15
17	Provide a security plan that explains your processes and procedures for anticipating, preventing, and recovering from security attacks, for example Denial of Service attacks (DDOS).	20
18	Describe any network management service options associated with Category B services. Provide related pricing on the Official Proposal Price Sheet.	40

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19	Describe any content filtering options, including technical information and any equipment required to complete the service. Provide related pricing on the Official Proposal Price Sheet.	30
Total Cost Points Possible for Category B Eligible Goods and Services (Highest Weighted Factor, Pricing Table 2 of Official Bid Price Sheet)		200
TOTAL POINTS POSSIBLE FOR CATEGORY B		700

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SERVICE CATEGORY C EVALUATION INFORMATION MATRIX		POINTS POSSIBLE
1	Provide your company's E-Rate Service Provider Identification Number (SPIN) and Federal Communications Commission Registration Number (FCCRN).	5
2	Provide a brief company history and include the following information:	
2a	Date established	5
2b	Total number of employees	5
2c	Number of years of experience working with government agencies	5
2d	Number of years of experience working with education related networks	5
3	Provide a concise overview of your company's experience in delivering the services sought in this RFP.	20
4	Describe prior experience with networks for K-12 schools.	35
5	Provide references from three (3) projects of a similar nature, including company name, contact name, telephone number, and email address. References should not be from current or past State of Arkansas employees and should be from work performed within the past three (3) years. The following questions will be asked of references:	
5a	What is the scope of the project for which the vendor was contracted?	20
5b	How would you rate the proficiency level of the vendor?	20
5c	Would you recommend vendor for the same or a similar project?	30
5d	Did the vendor meet all contractual obligations with regard to the quality of work, completion date, and costs?	30
6	Identify the key personnel who will have actual responsibility for this project and describe their experience and proposed primary duties and responsibilities.	20
7	Provide a summary of why your company should be chosen for award, including any special characteristics, traits or services offered by your company that differentiate your business from the competition.	40
8	If awarded any services resulting from this RFP, describe how your company will work in conjunction with other companies that receive awards to ensure timely delivery of service and minimize disruptions of service.	30
9	Provide specific technical parameters that describe Internet performance and functionality.	25
10	Provide proof of relevant peering and/or IP transit purchase arrangements.	25
11	Describe the network availability standards of proposed services.	20
12	Describe the scalability of the proposed offerings to support increased Internet bandwidth requirements in future years.	15
13	Describe the transport medium used to deliver statewide network services to each location.	15
14	Describe the equipment proposed for use that will be owned and maintained by the service provider.	15
15	Describe your company's plan for maintaining the proposed and required service level objectives.	30
16	Identify what equipment (if any) the customer needs to have in order to receive the service.	15
17	Describe any network management service options associated with Category C services. Provide related pricing on the Official Proposal Price Sheet.	40
18	Describe any content filtering options, including technical information and any equipment required to complete the service. Provide related pricing on the Official Proposal Price Sheet.	30
Total Cost Points Possible for Category C Eligible Goods and Services (Highest Weighted Factor, Pricing Table 3 of Official Bid Price Sheet)		200

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TOTAL POINTS POSSIBLE FOR CATEGORY C	700
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SERVICE CATEGORY D EVALUATION INFORMATION MATRIX		POINTS POSSIBLE
1	Provide your company's E-Rate Service Provider Identification Number (SPIN) and Federal Communications Commission Registration Number (FCCRN).	5
2	Provide a brief company history and include the following information:	
2a	Date established	5
2b	Total number of employees	5
2c	Number of years of experience working with government agencies	5
2d	Number of years of experience working with education related networks	5
3	Provide a concise overview of your company's experience in delivering the services sought in this RFP.	20
4	Describe prior experience with networks for K-12 schools.	35
5	Provide references from three (3) projects of a similar nature, including company name, contact name, telephone number, and email address. References should not be from current or past State of Arkansas employees and should be from work performed within the past three (3) years. The following questions will be asked of references:	
5a	What is the scope of the project for which the vendor was contracted?	20
5b	How would you rate the proficiency level of the vendor?	20
5c	Would you recommend vendor for the same or a similar project?	30
5d	Did the vendor meet all contractual obligations with regard to the quality of work, completion date, and costs?	30
6	Identify the key personnel who will have actual responsibility for this project and describe their experience and proposed primary duties and responsibilities.	20
7	Provide a summary of why your company should be chosen for award, including any special characteristics, traits or services offered by your company that differentiate your business from the competition.	40
8	If awarded any services resulting from this RFP, describe how your company will work in conjunction with other companies that receive awards to ensure timely delivery of service and minimize disruptions of service.	30
9	Provide an implementation plan for each district bid that takes the designated phases into consideration.	20
10	Describe the network topology proposed and type of design for each district bid.	20
11	Submit a network diagram that depicts the proposed solution for each district bid.	15
12	Provide any additional information required to accurately explain the nature, topology and technical specifications of each connection offered for consideration.	15
13	If your company is selected as the provider of one or more connections but does not offer the most cost-effective Internet access option, describe how you will facilitate the delivery of bulk Internet access from a different ISP into the districts.	20
14	Describe the network availability standards of proposed services.	15
15	Describe latency standards of proposed services.	15
16	Describe guaranteed bandwidth throughput standards of proposed services.	15
17	Describe jitter standards of proposed services.	15
18	Describe packet loss standards of proposed services.	15



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19	Describe the scalability of the proposed offerings to support increased bandwidth requirement in future years.	15
20	Describe the transport medium proposed to deliver proposed services.	15
21	Describe if the services proposed are Layer 2 or Layer 3.	15
22	Describe the equipment that will be used in the network core and placed at each customer's location to deliver the service. Include the type of equipment (e.g. switch, router), manufacturer, make and model. Be specific, since the equipment may be a differentiating factor among competing proposals.	25
23	Describe your company's plan for maintaining the proposed and required service level objectives.	30
24	Identify what equipment (if any) the customer needs to have in order to receive the service.	15
25	Provide a security plan that explains your processes and procedures for anticipating, preventing, and recovering from security attacks, for example Denial of Service attacks (DDOS).	20
Total Cost Points Possible for Category D Eligible Goods and Services (Highest Weighted Factor, Pricing Table 1 of Official Bid Price Sheet)		230
<b>TOTAL POINTS POSSIBLE FOR CATEGORY D</b>		<b>800</b>

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**APPENDIX 1**

**Arkansas School Districts Current Contract Expiration Dates**

**PLEASE NOTE THIS LIST IS NOT INTENDED TO BE COMPREHENSIVE AND SHOULD BE USED AS A GUIDE ONLY.**

School District	BEN	Contract Expiration Date
ACADEMICS PLUS CHARTER SCHOOL	229949	06/30/2017
ALPENA PUBLIC SCHOOL DISTRICT	139644	06/30/2017
ALPENA PUBLIC SCHOOL DISTRICT	139644	06/30/2016
ARCH FORD EDUCATION SVC COOP	139527	06/30/2015
ARKADELPHIA SCHOOL DISTRICT	139444	06/30/2018
ARKADELPHIA SCHOOL DISTRICT	139444	06/30/2017
ARMOREL PUBLIC SCHOOL DISTRICT	139550	06/30/2017
ATKINS PUBLIC SCHOOL DISTRICT	139692	03/13/2018
BALD KNOB PUBLIC SCHOOL DIST	139468	06/30/2018
BATESVILLE PUBLIC SCHOOL DIST	139619	06/30/2018
BATESVILLE PUBLIC SCHOOL DIST	139619	06/30/2019
BAUXITE PUBLIC SCHOOL DISTRICT	139469	06/30/2017
BAUXITE PUBLIC SCHOOL DISTRICT	139469	06/30/2015
BAY SCHOOL DISTRICT 21	139585	06/30/2019
Bearden Public School District	139390	06/30/2015
BEEBE PUBLIC SCHOOL DISTRICT	139471	06/30/2015
BENTON PUBLIC SCHOOL DIST 8	139476	06/30/2017
BENTONVILLE PUBLIC SCHOOLS	139669	06/30/2017
BENTONVILLE PUBLIC SCHOOLS	139669	10/10/2016
BENTONVILLE PUBLIC SCHOOLS	139669	06/30/2019
BENTONVILLE PUBLIC SCHOOLS	139669	06/30/2015
BERGMAN PUBLIC SCHOOL DIST	139645	06/30/2017
BERRYVILLE PUBLIC SCHOOL DIST	139646	06/30/2015
BLEVINS SCHOOL DISTRICT	139419	06/30/2019
BLYTHEVILLE SCHOOL DISTRICT 5	139553	06/30/2019
BOONEVILLE PUBLIC SCHOOL DISTRICT	139712	06/30/2017
BRADFORD PUBLIC SCHOOL DIST	139477	06/30/2018
BROOKLAND PUBLIC SCHOOL DIST	139588	06/30/2016
BRYANT PUBLIC SCHOOL DISTRICT	139479	06/30/2018
BRYANT PUBLIC SCHOOL DISTRICT	139479	06/30/2016
BUFFALO ISLAND CTRL SCH DIST	139601	06/30/2019
CADDO HILLS SCHOOL DISTRICT	139461	06/30/2015
CALICO ROCK SCHOOL DISTRICT	139622	06/30/2017
CAMDEN-PUBLIC SCHOOLS	139388	06/30/2015
CARLISLE PUBLIC SCHOOL DIST	139481	06/30/2015
CAVE CITY PUBLIC SCHOOL DIST	139623	06/30/2016
CEDAR RIDGE SCHOOL DISTRICT	16026177	06/30/2016
CEDARVILLE PUBLIC SCHOOL DIST	139715	06/30/2017
CEDARVILLE PUBLIC SCHOOL DIST	139715	06/30/2015

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CENTERPOINT SCHOOL DISTRICT	139451	06/30/2019
CENTERPOINT SCHOOL DISTRICT	139451	06/30/2019
CLARKSVILLE PUBLIC SCHOOL DIST	139694	06/30/2017
CLEVELAND COUNTY SCHOOL DISTRICT	16027135	03/24/2017
CLINTON PUBLIC SCHOOL DIST 1	139485	06/30/2015
CLINTON PUBLIC SCHOOL DIST 1	139485	06/30/2019
CONWAY PUBLIC SCHOOL DIST 1	139488	06/30/2017
CONWAY PUBLIC SCHOOL DIST 1	139488	06/30/2015
COSSATOT RIVER SCHOOL DISTRICT	139448	06/30/2017
COUNTY LINE SCHOOL DISTRICT 1	139714	06/30/2017
CROSS COUNTRY SCHOOL DISTRICT	139555	06/30/2018
CROSSETT PUBLIC SCHOOL DIST	139363	06/30/2015
CUTTER-MORNING STAR SCH DIST	139442	06/30/2017
DARDANELLE PUBLIC SCHOOL DIST	139698	06/30/2018
DECATUR PUBLIC SCHOOL DISTRICT	139671	06/30/2017
Decatur Public School District	139671	06/30/2017
DECATUR PUBLIC SCHOOL DISTRICT	139671	06/30/2017
DERMOTT PUBLIC SCHOOL DISTRICT	139364	06/30/2017
DES ARC PUBLIC SCHOOL DISTRICT	139490	06/30/2019
DIERKS PUBLIC SCHOOL DISTRICT	139422	06/30/2019
DREW CENTRAL SCHOOL DISTRICT	139380	06/30/2017
DUMAS PUBLIC SCHOOL DISTRICT	139365	06/30/2017
EAST END PUBLIC SCHOOL DIST	139475	03/30/2017
EAST END PUBLIC SCHOOL DIST	139475	06/30/2018
EL DORADO SCHOOL DISTRICT	139393	06/30/2019
ENGLAND PUBLIC SCHOOL DIST 2	139494	06/30/2019
ESTEM PUBLIC CHARTER SCHOOL MANAGEMENT OFFICE	16050850	06/30/2019
EUREKA SPRINGS SCHOOL DISTRICT	139649	06/30/2017
FARMINGTON SCHOOL DISTRICT	139673	06/30/2017
FAYETTEVILLE SCHOOL DISTRICT # 1	139668	06/30/2015
FAYETTEVILLE SCHOOL DISTRICT # 1	139668	06/30/2015
FAYETTEVILLE SCHOOL DISTRICT # 1	139668	06/30/2018
FORDYCE PUBLIC SCHOOL DISTRICT	139398	06/30/2017
FOREMAN PUBLIC SCHOOL DISTRICT	139425	06/30/2018
FORT SMITH PUBLIC SCHOOL	139710	06/30/2015
FORT SMITH PUBLIC SCHOOL	139710	06/30/2017
FOUNTAIN LAKE SCHOOL DISTRICT	139443	06/30/2017
GENTRY PUBLIC SCHOOL DISTRICT	139674	06/30/2015
GOSNELL PUBLIC SCHOOL DISTRICT	139554	06/30/2018
GRAVETTE PUBLIC SCHOOL DIST	139675	06/30/2017
GREAT RIVERS ED COOPERATIVE	139575	06/30/2015
GREAT RIVERS ED COOPERATIVE	139575	06/30/2016
GREENBRIER PUBLIC SCHOOL DIST	139497	06/30/2019

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GREENE CO TECH SCHOOL DISTRICT	139602	06/30/2017
GREENWOOD SCHOOL DISTRICT 25	139718	06/30/2019
GURDON PUBLIC SCHOOL DISTRICT	139399	06/30/2017
GUY-PERKINS SCHOOL DISTRICT	139498	06/30/2017
HAAS HALL ACADEMY	16031577	03/26/2017
HACKETT PUBLIC SCHOOL DISTRICT	139719	06/30/2017
HAMBURG PUBLIC SCHOOL DISTRICT	139371	06/30/2019
HARRISBURG PUBLIC SCHOOL DIST	139591	03/11/2018
HARRISBURG PUBLIC SCHOOL DIST	139591	02/17/2016
HARRISON PUBLIC SCHOOL DIST	139642	06/30/2016
HARRISON PUBLIC SCHOOL DIST	139642	06/30/2019
HARTFORD PUBLIC SCHOOL DIST	139720	06/30/2017
HEBER SPRINGS SCHOOL DIST 1	139629	06/30/2019
HECTOR PUBLIC SCHOOL DISTRICT	139701	06/30/2017
Hermitage Public School District	139372	06/30/2015
HIGHLAND PUBLIC SCHOOL DIST	139628	07/28/2016
HOPE PUBLIC SCHOOL DISTRICT	139414	10/31/2016
HORATIO PUBLIC SCHOOL DISTRICT	139428	06/30/2015
HOT SPRINGS SCHOOL DISTRICT 6	139439	06/30/2016
HOT SPRINGS SCHOOL DISTRICT 6	139439	06/30/2017
HOT SPRINGS SCHOOL DISTRICT 6	139439	06/30/2015
HOXIE SCHOOL DISTRICT 46	139594	06/30/2017
IZARD CO CONS SCHOOL DIST	139621	06/30/2019
JACKSON COUNTY SCHOOL DISTRICT	139613	06/30/2018
JASPER SCHOOL DISTRICT 1	139653	06/30/2017
JONESBORO SCHOOL DISTRICT	139581	06/30/2016
JONESBORO SCHOOL DISTRICT	139581	06/30/2015
Kipp Delta Public Schools	16052078	06/30/2016
LAFAYETTE COUNTY SCHOOL DISTRICT	232483	06/30/2016
LAKE HAMILTON SCHOOL DIST 5	139463	06/30/2017
LAKESIDE SCHOOL DISTRICT 01	139375	09/30/2015
LAKESIDE SCHOOL DISTRICT 09	139441	06/30/2015
LAWRENCE COUNTY SCHOOL DISTRICT	16038738	06/30/2016
LAWRENCE COUNTY SCHOOL DISTRICT	16038738	06/30/2019
LINCOLN CONSOL SCHOOL DISTRICT	139679	06/30/2015
LITTLE ROCK SCHOOL DISTRICT	139544	06/30/2015
LITTLE ROCK SCHOOL DISTRICT	139544	06/30/2018
LONOKE PUBLIC SCHOOL DISTRICT	139507	07/30/2017
MAGNET COVE PUBLIC SCHOOL DIST	139512	06/30/2017
MAGNOLIA PUBLIC SCHOOL DIST	139405	03/16/2017
MAMMOTH SPRING SCHOOL DISTRICT	139630	10/26/2017
MANSFIELD SCHOOL DISTRICT	139723	06/30/2018

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MARION SCHOOL DISTRICT	139568	06/30/2015
MARMADUKE SCHOOL DISTRICT	139599	06/30/2019
MAYNARD PUBLIC SCHOOL DISTRICT	139600	06/30/2017
MCCRORY PUBLIC SCHOOL DISTRICT	139509	06/30/2017
MELBOURNE PUBLIC SCHOOL DIST	139631	06/30/2018
MENA PUBLIC SCHOOL DISTRICT	139455	06/30/2015
MINERAL SPRINGS SCHOOL DIST	139431	06/30/2016
MONTICELLO SCHOOL DIST	139378	06/30/2015
MOUNTAIN PINE SCHOOL DISTRICT	139457	06/30/2017
MOUNTAIN VIEW SCHOOL DISTRICT	139634	06/30/2015
MOUNTAINBURG SCHOOL DISTRICT	139724	06/30/2017
MULBERRY/PLEASANT VIEW BI-COUNTY SCHOOL DISTRICT	139725	06/30/2016
NEMO VISTA SCHOOL DISTRICT	139483	06/30/2016
NETTLETON PUBLIC SCHOOL DIST	139582	06/30/2016
NETTLETON PUBLIC SCHOOL DIST	139582	06/30/2018
NEWPORT SCHOOL DISTRICT	139521	06/30/2018
NEWPORT SCHOOL DISTRICT	139521	06/30/2015
NORFORK PUBLIC SCHOOL DISTRICT	139659	06/30/2017
NORTH CENTRAL AR ED SVC CTR	139633	06/30/2016
NORTH LITTLE ROCK SCH DISTRICT	139523	06/30/2015
NORTH LITTLE ROCK SCH DISTRICT	139523	06/30/2016
OSCEOLA SCHOOL DISTRICT 1	139571	06/30/2019
OSCEOLA SCHOOL DISTRICT 1	139571	06/30/2017
OZARK MOUNTAIN SCHOOL DISTRICT	16025120	06/30/2017
OZARK MOUNTAIN SCHOOL DISTRICT	16025120	06/30/2015
OZARK PUBLIC SCHOOL DIST 14	139726	06/30/2018
OZARK PUBLIC SCHOOL DIST 14	139726	06/30/2015
PARAGOULD SCHOOL DISTRICT	139604	06/30/2015
PARIS PUBLIC SCHOOL DISTRICT	139705	06/30/2016
PARKERS CHAPEL SCHOOL DISTRICT	139394	06/30/2017
PEA RIDGE SCHOOL DISTRICT 109	139680	06/30/2017
PEA RIDGE SCHOOL DISTRICT 109	139680	06/30/2019
PERRYVILLE SCHOOL DISTRICT 7	139526	06/30/2019
PIGGOTT SCHOOL DISTRICT	139605	06/30/2015
PINE BLUFF SCHOOL DISTRICT	139360	06/30/2017
PINE BLUFF SCHOOL DISTRICT	139360	06/30/2019
POCAHONTAS SCHOOL DISTRICT 19	139606	06/30/2017
POCAHONTAS SCHOOL DISTRICT 19	139606	06/30/2016
POCAHONTAS SCHOOL DISTRICT 19	139606	06/30/2019
POTTSVILLE SCHOOL DISTRICT	139707	06/30/2016
PRAIRIE GROVE SCHOOL DISTRICT	139681	06/30/2016
PRESCOTT PUBLIC SCHOOL DIST	139434	06/30/2015

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QUITMAN PUBLIC SCHOOL DISTRICT	139529	06/30/2017
RIVERSIDE PUBLIC SCH DIST 15	139596	06/30/2019
RIVERSIDE PUBLIC SCH DIST 15	139596	06/30/2018
RIVERVIEW SCHOOL DISTRICT	139533	06/30/2017
ROGERS PUBLIC SCHOOL DIST 30	139682	06/30/2015
ROSE BUD PUBLIC SCHOOL DIST	139530	06/30/2016
RUSSELLVILLE SCHOOL DIST 14	139690	06/30/2019
SALEM PUBLIC SCHOOL DISTRICT	139638	06/30/2017
SCRANTON PUBLIC SCHOOL DIST	139708	06/30/2019
SEARCY COUNTY SCHOOL DIST	139656	06/30/2018
SEARCY SPECIAL SCHOOL DISTRICT	139532	07/01/2015
SEARCY SPECIAL SCHOOL DISTRICT	139532	06/30/2020
SHERIDAN PUBLIC SCHOOL DIST	139536	06/30/2015
SHIRLEY PUBLIC SCHOOL DISTRICT	139537	06/30/2015
SIA TECH INC.	16020467	06/30/2017
SILAM SPRINGS SCHOOL DISTRICT	139684	06/30/2017
SMACKOVER PUBLIC SCHOOL DIST	139409	06/30/2015
SOUTH CONWAY CO SCHOOL DIST	139518	06/30/2016
SOUTH MISSISSIPPI CO S D 57	139576	06/30/2019
SOUTH MISSISSIPPI CO S D 57	139576	06/30/2016
SOUTH PIKE COUNTY	139460	06/30/2018
SOUTH SIDE SCHOOL DISTRICT	139472	06/30/2019
SOUTHSIDE SCHOOL DISTRICT	139620	06/30/2017
SOUTHWEST ARKANSAS ED SERVICE COOP	235241	06/30/2017
SPRING HILL PUBLIC SCHOOL DIST	139417	06/30/2018
STAR CITY PUBLIC SCHOOL DIST	139385	06/30/2019
STUTTGART PUBLIC SCHOOL DIST	139538	06/30/2017
TEXARKANA ARKANSAS SCHOOL DIST	140639	06/30/2017
TEXARKANA ARKANSAS SCHOOL DIST	140639	06/30/2015
THE DEER\ MOUNT JUDEA SCHOOL DISTRICT	139648	06/30/2019
VALLEY SPRINGS SCHOOL DIST 2	139663	06/30/2019
VALLEY VIEW SCHOOL DISTRICT	139583	06/30/2017
VALLEY VIEW SCHOOL DISTRICT	139583	06/30/2019
VAN BUREN SCHOOL DISTRICT 42	139728	06/30/2019
VAN BUREN SCHOOL DISTRICT 42	139728	06/30/2017
VIOLA PUBLIC SCHOOL DISTRICT	139640	06/30/2017
WALDRON PUBLIC SCHOOL DIST 45	139729	06/30/2017
WARREN PUBLIC SCHOOL DIST 1	139386	06/30/2015
WEST FORK PUBLIC SCHOOL DIST	139688	03/14/2017
WEST FORK PUBLIC SCHOOL DIST	139688	07/01/2016
WEST SIDE SCHOOL DISTRICT	139502	03/12/2016
WESTSIDE CONS SCHOOL DISTRICT	139584	06/30/2017

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WESTSIDE SCHOOL DISTRICT	139695	06/30/2017
WESTSIDE SCHOOL DISTRICT	139695	06/30/2016
WHITE CO CENTRAL SCH DISTRICT	139506	06/30/2018
WHITE HALL SCHOOL DISTRICT	147290	06/30/2015
WONDERVIEW PUBLIC SCH DISTRICT	139499	06/01/2019
WYNNE PUBLIC SCHOOL DISTRICT	139577	06/30/2016

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**STANDARD TERMS AND CONDITIONS**

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



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- 10. AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD: Term Contract:** A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful vendor.
- 13. LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the vendor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting vendor. The vendor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The vendor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the vendor hereunder or in contemplation hereof or developed by the vendor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the vendor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The vendor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the vendor and the state have the right to pursue any other remedy permitted by law or in equity.

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- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the vendor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the vendor may file a claim with the Arkansas Claims Commission. If the vendor has provided services and there are no longer funds legally available to pay for the services, the vendor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the vendor named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any vendor, 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.