



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

INVITATION FOR BID

Bid Number: SP-14-0099	Buyer: Julie Lombard
Commodity: Managed Network Transport Services Agency: Arkansas Department of Education (ADE)	Bid Opening Date: 02-26-14
Date Issued: 01-28-14	Bid Opening Time: 1:00 p.m. Central Time

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

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, FedEx, deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

Company Name:

Name (type or print):

Title

Address:

City

State

Zip Code

Telephone number:

Fax Number

E-Mail Address:

Signature:

USE INK ONLY; UNSIGNED BIDS WILL NOT BE CONSIDERED

Business (check one):	Designation	Individual *	Sole Proprietorship *	Public Service Corp *
		Partnership *	Corporation *	Government/ Nonprofit *

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TYPE OF CONTRACT:	Term
AGENCY P.R. NUMBER	1000664099

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. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

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 vendor'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, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors 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 bidders 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. Bidders 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) for 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) 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:

- 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;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

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- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- 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;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- 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.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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 IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
7. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
8. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late,

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which are to be returned and are not clearly marked, may be opened to determine for which bid 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 bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder 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 bid, shall be grounds for rejecting a bid.
10. **ANTICIPATION TO AWARD:** After complete evaluation of the bid, the anticipated award will be posted on the OSP website (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 bid 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 reserves 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.
11. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. 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 vendor 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 successful bidder 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.
13. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
14. **CURRENCY:** All bid pricing must be United States dollars and cents.
15. **LANGUAGE:** Bids will only be accepted in the English language.

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SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

- A. This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Education (ADE) for the purpose of soliciting bids from Telecommunications Services Vendors ("Vendor") with extensive experience providing high capacity, high performance telecommunications services to support the State of Arkansas public schools, school districts 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. The primary purpose and intent of this IFB is to establish contracts for Managed Network Transport Services from Proposed District Hubs to DIS and/or AREON Hubs. The intent of ADE is to obtain a subscription to managed network transport services for Middle Mile solution(s) that are most cost effective for the entire K12 community in Arkansas. As has been customary in Arkansas, separate from this IFB, school districts **will** work with local service providers to establish and maintain district area networks (Last Mile).
- C. 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 district area networks that interconnect their school buildings. This IFB is the first step towards development of a resource that will help Arkansas prepare for the future.

1.2 BACKGROUND

- A. Arkansas continues to strive for excellence in education by constantly evolving the way that we teach our children. The use of technology in education is vital to the success of our children and digital learning, in all its various forms, and provides the vehicle to deliver a better life for our children and a brighter future for Arkansas.
- B. 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. ADE formed the Quality Digital Learning Study (QDLS) Group to complete this task. Governor Mike Beebe established the Fast Access for Students, Teachers and Economic Results (FASTER) Arkansas committee to examine, from a business perspective, the broadband needs of Arkansas public schools and how best to meet those needs. The Quality Digital Learning Study Group, Engineering/Infrastructure Task Force, and FASTER Arkansas recommended alternatives for creating a new public private partnership to aggregate statewide demand, achieve greater economies of scale, improve access, and deliver high-quality content such as Internet 2.
- C. Additional information about QDLS and Act 1280 can be found at the links provided below:

QDLS: <http://www.arkansased.org/divisions/policy/quality-digital-learning-study>
Act 1280: [PDF copy of Act 1280 \(Digital Learning Act of 2013\)](#)
- D. Today we have networks (Arkansas Public School Computer Network (APSCN) and Arkansas Research and Education Optical Network (AREON)), Internet access, compressed interactive video (CIV), and sophisticated information systems that have positioned Arkansas to advance digital learning initiatives such as the Digital Learning Act of 2013 (Act 1280).
- E. Approximately two years ago the state replaced an outdated Frame and ATM network with a more flexible and resilient network consisting of a Multi-Protocol Label Switching (MPLS) backbone core network while utilizing Ethernet and Point-to-Point Protocol (PPP) as access circuits to the MPLS backbone. The APSCN and CIV networks utilize this infrastructure today.

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- F. APSCN provides a statewide resource that supports fiscal and administrative services for all public education in Arkansas. The APSCN and the related applications that utilize the network are supported by the Department of Information Systems (DIS) and ADE respectively.
- G. AREON was established to promote, develop, and apply advanced application and communication technologies to support and enhance education, research, public service, and economic development in Arkansas. AREON provides a high-speed fiber optic backbone network throughout the state with 1Gb and 10Gb Ethernet connections to its members, affiliates, national research and education networks, regional optical networks, and commercial service providers. The network consists of approximately 2200 miles of long-haul fiber optic cable and about 85 miles of metro fiber in nine cities and four neighboring states. AREON's extensive reach allows institutions to connect, collaborate, and innovate within the organization's core agendas: education, telemedicine, research, and emergency preparedness.
- H. Arkansas Wireless Information Network (AWIN) serves the State of Arkansas by providing a reliable, statewide means of communication for the state's first responders. The AWIN System consists of over 100 tower sites scattered throughout the state.

1.3 ISSUING AGENCY

This IFB is issued by the Office of State Procurement (OSP) for the Arkansas Department of Education (ADE). The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Julie Lombard at 501-671-1476 or via email at Julie.Lombard@dfa.arkansas.gov.

1.4 PROCUREMENT TIMELINES

Event	Date
IFB issued	01/28/14
Due date for written questions	02/06/14
Due date for answers to questions*	02/13/14
Closing date and time for receipt of bids-also opening of received responses	02/26/14
Anticipated completion of bid evaluation*	03/06/14
Anticipation to Award Period* (Subject to State approval)	03/07/14 to 03/20/14
Start of Contract*	03/21/14

**Anticipated Dates*

1.5 CLARIFICATION & QUESTIONS OF IFB

If additional information is necessary to enable bidder(s) to better interpret the information contained in the IFB, written questions will be accepted until the close of business, **February 6, 2014**. Submit questions to Julie Lombard at Julie.Lombard@dfa.arkansas.gov. Bidder(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 website by the close of business, **February 13, 2014**. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at bidder(s) own risk.

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1.6 CAUTION TO BIDDERS

- A. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors are requested to respond to each numbered paragraph of the IFB.
- C. Vendors **must** submit one (1) signed original IFB response on or before the date specified on page one. Vendors should submit three (3) complete copies (marked copy) and three (3) electronic copies preferably in MS Word/Excel format, on CD or preferably flash drive of the signed IFB response on or before the date specified on page one. Bid responses should be page numbered.
 1. Bidders **must** also submit one (1) electronic copy of the completed pricing sheets that the bidder chose to respond to in the original Excel format with their bid. Bidders **shall not** lock or password-protect the submitted price sheets. The submitted price sheet data **will** be evaluated using Excel formulas and **must** be accessible, and sortable.
 2. The bidder should ensure all copies and all media are identical to the bidder's hardcopy original proposal. In case of a discrepancy, the original hardcopy **shall** govern.
 3. Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they **must** be delivered within twenty-four (24) hours of request.
- D. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids **will** be rejected for one or more reasons not limited to the following:
 1. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 2. Failure to sign an Official Bid Document.
 3. Failure to complete the Official Bid Price Sheet(s).
 4. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 5. Failure of any proposed goods or service to meet or exceed the specifications.
 - a. For a bid to be considered, an official authorized to bind the vendor to a resultant contract **must** have signed the bid.
 - b. All official documents and correspondence **shall** be included as part of the resultant contract.

1.7 BID FORMAT

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent **will** cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor **must** identify the specific page and paragraph being referenced.

1.8 TERM OF CONTRACT

The contract **will** be a three (3) year term contract from date of award through three years. Upon mutual agreement by the contractor 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.

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1.9 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to the requesting agency or entity.
- B. Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State **shall not** be invoiced in advance of delivery and acceptance of any service. Payment **will** be made only after the contractor has successfully satisfied the State as to the goods and/or services purchased. Vendors should invoice the State by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.
 - 1. The vendor's bill **must** include the billed entity name, service location, circuit identifiers, and other specific site information as well as the correct contract rates for the specified services.
 - 2. The vendor **must** make appropriate timely adjustments to billing when services are disconnected.
 - 3. The vendor **must** have a process for resolving billing errors. If incorrect rates or quantities are discovered, they **must** be corrected immediately and **must** be credited back to the effective billing start date for that service. The customer **shall** reserve the right to withhold payment until corrections have been made and a corrected invoice is received. It **will** be the responsibility of the vendor to ensure that Universal Service Administrative Company (USAC) receives correct reimbursements where billing errors have occurred.
 - 4. Vendors **must** apply Erate discount to billing invoices.
- C. The selected vendor **must** be registered with the State to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <http://www.ark.org/vendor/index.html>.

1.10 RECORD RETENTION

- A. The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the State of Arkansas. Access **will** be granted upon request to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) 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 IFB **will** be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the IFB become the property of the State and **shall** be open to public inspection subsequent to bid opening.
- B. It is the responsibility of the Vendor to identify all proprietary information. The vendor 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 should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor **shall** be 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.
- C. If a redacted copy is not included, the entire bid **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.

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1.12 RESERVATION:

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

1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. The selected vendor(s) **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, vendor **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. The contractor **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.
 - 2. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - 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:

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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 successful bidder(s) **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 successful bidder(s) **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 bidder.

1.16 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but **shall not** be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) **shall** be required to 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.

1.17 AWARD RESPONSIBILITY

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

1.18 PUBLICITY

New release(s) by a vendor(s) pertaining to this IFB 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 bid. The State Procurement Official **will not** initiate any publicity relating to this procurement action before the contract award is completed.

1.19 AWARD CRITERIA

- A. Awards **will** be made to multiple vendors (refer to IFB paragraph 2.1 D). There are nine (9) Regions; each contains a group of school districts. It is the intent of this IFB to award to the lowest, responsible and responsive bidder for each Region.
- B. Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.20 DELEGATION AND/OR ASSIGNMENT

The vendor **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. The vendor **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

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. The bidder **must** 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. It is the intent of the OSP to use the vendor's electronic pricing response to develop pivot tables and other analyses and therefore OSP requires unrestricted access to the vendor's electronic pricing response.

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- C. Bid pricing **must** be valid for ninety (90) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTES:

1. The State **will not** be obligated to pay any costs not identified on the Official Bid Price Sheet(s).
2. Any cost not identified by the bidder but subsequently incurred in order to provide the service bid **shall** be borne by the bidder.
3. Official Bid Price Sheets may be reproduced as needed.
4. Vendor(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.
5. 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, the bidder should include a description of what the current fees are for such in their bid response. The vendor 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. Taxes and regulatory fees associated with this service should be included on Price Sheet Table 6. The table may be modified and expanded as needed.

THE ACCOMPANYING EXCEL FILE CONTAINS THE OFFICIAL PRICE SHEETS.

1.22 DELIVERY AND PROVISIONING OF SERVICE

- A. The agency requests service within the periods shown below after receipt of the initial order. If this date cannot be met, the bidder **must** state on the Official Bid Price Sheet on Table 19 the number of days required to implement the service. Failure to state the delivery time obligates the bidder to start service by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Scenario	Time to service interval
Fiber existing to site	30 calendar days
Fixed wireless or other technology, direct line of site available	30 calendar days
Technology (Fiber, wireless, other technology) in close proximity to site that is within and including one (1) mile of site	90 calendar days
No technology (fiber, wireless or other technology) close to site that is greater than one (1) mile: construction required	240 calendar days

- B. Damages for Failure to fulfill delivery and provisioning of services: For each calendar day beyond the stated interval or negotiated interval after receipt of order (ARO) and after due allowance for reasonable extension of time upon request and mutually agreed upon, the State **shall** withhold from the Contractor's compensation the sum of: Monthly Contract Rate divided by 30 (daily rate) X 50%X number of days beyond stated or negotiated interval. It is understood between the State and the contractor that such sum **shall** be treated as other remedies and not as a penalty.

1.23 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 contractor 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.

1.24 ADDITIONAL REQUIREMENTS (LICENSE AGREEMENTS/SLA'S/SERVICE REQUEST DOCUMENTS)

- A. The State **shall not** accept nor execute any vendor's license agreements, service level agreements, or Service Request documents. The IFB and the awarded vendor's bid response to the IFB, and any

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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.

- B. Any language or provisions contained in any of the contractor's or third party's web application "clickthrough" licensing agreement(s) **shall not** be of force or effect and **shall not** be binding if such language or provision conflict with the terms and conditions of the IFB SP-14-0099. The terms and conditions of IFB SP-14-0099 **shall** supersede and govern in the event of conflict with the language or provisions contained in any of the contractor's or third party's web application "clickthrough" licensing agreement(s).

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 DEFINITION OF COMMONLY USED TERMS

Refer to Appendix 4 towards the end of the IFB for a glossary of commonly used terms that pertain to the Managed Network Transport services required in this IFB.

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SECTION 2: SPECIFIC REQUIREMENTS

2.1 GENERAL REQUIREMENTS

- A. The vendor should be aware that many of the districts included in this IFB are currently under existing contract(s) for transport services. Districts will review all contract options and make a determination as to what is in their best interest for their entity for acquiring on-going transport service needs.
- B. ADE is looking for regional solutions that best match the long term goals and objectives for educational technology in the State of Arkansas. Solutions that allow for the best service coverage to all districts statewide **will** naturally provide districts with better options and more flexibility so vendors should consider partnerships that **will** enhance their ability to provide services to the entire K12 community in Arkansas. Where feasible and cost effective, partners may include but not be limited to: international companies, fixed wireless and other technology vendors such as laser and microwave, and rural independent telecommunication companies. Vendors exploring AWIN as an option should contact Penny Rubow, PMP, Director, Arkansas Wireless Information Network at 501.682.5358 or penny.rubow@arkansas.gov.
- C. Contract awards **shall** be made for each of nine (9) Regions containing specific Arkansas School Districts (refer to Appendix 3). Each Regions **shall** be awarded to one vendor who **shall** be required to provide the managed network transport services described in this IFB to all of the school district hubs in that region, terminating at either an ARE-ON or DIS hub, whichever is most cost effective. Bidder(s) **must** bid service from bidder's aggregation point to both the most cost effective ARE-ON hub and the most cost effective DIS hub in Pricing Tables 3 & 4. The grand totals from Pricing Tables 3 & 4 **will** be averaged together and used as part of the cost evaluation for each region bid.
 1. The cost evaluation **will** be determined by averaging the grand totals from pricing tables 3 & 4, then adding that number to the 36 month zone costs, special construction, and installation (refer to Pricing Tables 1 & 2). The Evaluation Table in the Official Bid Price Sheet is for OSP use only, but bidders are encouraged to check the numbers in it that **will** auto-populate based on their responses in Pricing Tables 1 and 2. Upon award, the actual costs listed in Pricing Tables 1-7 **will** be utilized as applicable for individual orders per region. It is permissible for the awarded vendor to subcontract and/or partner with other telecommunication service providers to ensure that 100% of the school district hub locations are provided the services outlined in this IFB.
 2. It is permissible for the awarded vendor to subcontract and/or partner with other telecommunication providers to ensure that all school district locations within the Region are provided the services required in this IFB.
 3. The selected vendor for each Region **must** function as the primary contractor and single point of contact for the State, regardless of any subcontract arrangements for all products and services. This **shall** include assuming responsibility and liabilities for all problems relating to all products and services provided.
- D. 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.
- E. Vendors **must** provide mileage sensitive fixed rates for each Region where they are proposing services. Those mileage sensitive fixed rates **must** be provided based on the following zone mileage breakdown.
 1. Zone 1 = 0 to 5 miles
 2. Zone 2 = 6 to 10 miles
 3. Zone 3 = 11 to 20 miles

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4. Zone 4 = 21 to 30 miles
 5. Zone 5 = 31 to 50 miles
 6. Zone 6 = 50 plus miles
- F. 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 Table 6 of the Official Pricing Sheets.
- G. The State Educational Technology Directors Association (SETDA) has recommended minimum targets for K12 bandwidth in preparation for future demand. The vendor's proposed 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 award **will** provide the infrastructure that **will** allow the State the opportunity to purchase broadband access while keeping ahead of future demand. The recommendations for the 2014-15 school year is a minimum of 100Kbps/student with the capacity to grow to a minimum of 1Mb per student in the 2017-18 school year. The vendor's proposed services **must** meet this growth capacity as it is required by the State.
1. The Evaluation Table tab listed in the Official Pricing Sheets shows recommended capacity requirements for each district based on SETDA recommendations and current student, staff, and administration counts. These recommendations estimate demand over time.

2.2 ERATE REQUIREMENTS

- A. The Universal Service Fund (USF) - As the result of the Telecommunications Act of 1996, Congress 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." The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the approximate \$2.3 billion (annual) program known as E-Rate. Schools and libraries **must** apply for eligible services from eligible service providers every year. The eligible services fall into one of five categories:
1. Telecommunications Services
 2. Telecommunications
 3. Internet Access
 4. Internal Connections
 5. Basic Maintenance of Internal Connections
- B. The vendor **must** comply with the requirements of the Universal Service Fund (USF) program. To be eligible for USF discount funding, USF program rules require that the products and services to be acquired **must** be delivered no earlier than July 1 of the associated funding year. E-Rate entities utilizing the contract(s) resulting from this IFB reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USF funding commitments.
- C. All services and products requested within this IFB **will** be made available to schools and educational service cooperatives statewide and therefore **must** meet all E-Rate guidelines for eligible services and products, service providers, and contracts.
- D. The vendor **must** prove eligibility for E-Rate by providing their Service Provider Identification Number (SPIN) on the Official Pricing Sheets.
- E. The vendor **must** meet all required participation guidelines.
- F. Price markups to standard provider pricing **shall not** be allowed for K-12 schools.

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- G. Any Vendor of telecommunication services **must** meet certain qualifications to be eligible to provide the services and receive USAC reimbursement. To be an Eligible Telecommunications Provider (ETP), a USAC term used for “telecommunications carrier,” the Vendor **must**:
- I. Contribute to the Universal Service Fund
 - II. Provide telecommunications services on a common carrier basis
 - III. File an FCC Form 498, Service Provider Information Form
 - IV. Obtain a Service Provider Identification Number (SPIN) through the FCC Form 498
 - V. File an FCC Form 473, Service Provider Annual Certification Form, on an annual basis
 - VI. File an FCC Form 499
 - VII. The FCC has placed no restrictions on the Service Providers who offer Internet Access or Internal Connections services, beyond general compliance with program rules. These guidelines can be found in much greater detail by visiting <http://www.universalservice.org/sl/>.
- H. The vendor **must** specify the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Vendor’s company.
- J. The vendor **must** agree to maintain the Service Provider Annual Certification Form (FCC Form 473).
- H. The vendor **must** notify the ADE in the event the Vendor/Service Provider has been subjected to the “Red Light Rule”. The timeframe and notification methodology for this notification shall be mutually agreed to after contract award.
1. The Red Light Rule states that the FCC **shall** withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the FCC. USAC **shall** dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified.
 2. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) for that service provider (or applicant) and invoices **will not** be paid.
- I. The vendor **must** ensure that all services for which E-rate discounts are being requested under the contracts resulting from this IFB, are indeed eligible services as described in the Eligible Services List (ESL) which can be found at the link provided below: <http://www.universalservice.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>
- J. The vendor **must** abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For a complete program overview the Vendor can visit the following link: <http://www.universalservice.org/sl/default.aspx>
- K. In the event of an E-Rate audit or Program Integrity Assurance (PIA) review, the vendor **must** respond within 3 business days to any and all questions associated with its contracts, proposals, or processes.
- L. The vendor and its subcontractors **must** maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, and other data relating to the vendor’s services to the Arkansas K-12 community. All such records **must** be retained for five (5) years or whatever retention period is required by the rules in effect at the time that services are delivered and **shall** be subject to inspection and audit by the customer.
- M. The vendor **must** have an internal audit process in place to ensure compliance with E-Rate program rules and regulations.
- N. 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)).

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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 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 – 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. The vendor, 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 IFB.
- O. The 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.

2.3 DESCRIPTION OF SERVICES for DISTRICT TO AREON and DIS HUBS

- A. The vendor(s) **shall** provide managed network transport services for managed IP network connectivity for every Arkansas K-12 public school district facility within the vendor’s awarded Region (See Appendix 3 for the district site information). This statewide district network **will** collocate/demarc in the Arkansas Research and Education Optical Network (AREON) hubs or Department of Information Systems (DIS) hubs (See Appendices 1 and 2 for AREON and DIS hub sites statewide). It **shall** be at the agency’s sole discretion as to which hub location (i.e. AREON or DIS hub site) **will** be ordered. Each district has designated a site that **will** act as the hub for all school and district facilities in that district. Each district hub **will** demarc in either one of the AREON or DIS hubs as identified in Appendices 1 and 2 or to a provider network (MPLS or otherwise) that then demarcs in an AREON or DIS hub. The capacity requirements for each of the district hubs is based on the total number of users (students, faculty, and administrators) behind the district hub and are provided in the Evaluation Table in the Official Pricing Sheets.
- B. Where special construction is required to facilitate the delivery of fiber optic services, the vendor(s) **must** either state that they waive those costs or clearly identify those cost in 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, ADE may require a copy of the associated engineering study to substantiate cost. Additionally, where special construction charges apply, the vendor **must** provide the ability for the school district to amortize the charges over a three (3) year period.

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- C. This connectivity **must** be established in the most cost effective manner possible. For example, if the vendor has a network (MPLS 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 AREON hub or DIS hub at a lower cost than a direct termination from each of those districts to an AREON hub or DIS hub, then this type of service **must** be proposed (NOTE: Pursuant to IFB paragraph 2.2 F, the vendor **shall** price both a connection to the most cost effective AREON hub site as well as a connection to the most cost effective DIS hub site with the understanding that only one or the other hub site connection **will** be purchased). Providers with existing networks (MPLS or otherwise) that are nearest to AREON and DIS 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.
- D. The vendor's proposed managed service offering **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 from the provider equipment at the district hub site to the collocation/demarcation point at the AREON hub and DIS hub. 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 a service impairment. The equipment proposed under a managed services offering **must** support a basic firewall feature set (i.e. policy/rule setting for both inbound and outbound traffic, source/destination management by IP address, port, and MAC address, etc.), network address translation (NAT), virtual private networking (VPN), and the dynamic host configuration protocol (DHCP) to support district applications and services.
- E. In addition to the tables referenced above that outline the district, AREON, and DIS 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 location that connects a district Metropolitan Area Network (MAN) to the Internet. The map is available at the following web link: <http://bit.ly/16s4Zhd>

2.4 **MANAGED TELECOMMUNICATIONS SERVICES REQUIREMENTS**

- A. The vendor's management services **must** include:
 - 1. equipment configuration, management, troubleshooting, and maintenance,
 - 2. transport configuration, management, troubleshooting, and maintenance,
 - 3. maintaining a service desk that coordinates trouble tickets associated with the district to core network,
 - 4. network monitoring for red light/green light status and utilization on all district circuits to AREON or DIS (as selected by the entity),
 - 5. proactive response to red light status for any district circuit,
 - 6. reporting on trouble tickets, utilization statistics, and trends monthly, and
 - 7. coordinating network upgrades, performance adjustments, and corrective actions in the network.
- B. Service Categories: The following service categories are acceptable transport options to be proposed by the vendor. The vendor **must** provide at least one of the categories below; however, the vendor may propose more than one or all. For the service categories proposed, the vendor **must** comply with the following requirements listed within that category.
 - 1. Point-to-Point Private Line Services
 - a. The vendor **must** propose point-to-point (P2P) private line digital data circuits for Fractional DS3 and DS3 access. The network handoff at the school district **shall** be 100Base-T Fast Ethernet or

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- 1000Base-T Gigabit Ethernet. The network handoff at the AREON hub or the DIS hub **shall** be 1000Base-LX10 Gigabit Ethernet.
- b. The vendor **must** provide proper termination of demarcation blocks and modular jacks.
 - c. The vendor **must** clearly label demarcation points with the site specific circuit identification information.
 - d. The vendor **must** acknowledge termination location **will** be specified by the customer.
 - e. The vendor **must** provide DS3 local access services using fiber-optic transmission media.
 - f. The vendor **must** provide multipoint bridging capabilities for aggregating P2P digital data circuits into IEEE 802.1Q tagged VLAN trunk handoffs to AREON.
 - g. The vendor **must** provide circuits that support both tagged and untagged VLANs. The vendor **must** support the customer's ability to create VLAN tags in the entire range of 1 through 4095 without the need for the vendor to provision the VLANs throughout the transport network. Untagged VLANs may be used in this network to provide Layer 2 connectivity between school buildings.
 - h. The vendor **must** provide circuits that support Ethernet jumbo frames with a data payload size of up to 9050 bytes.
2. Ethernet-like Dedicated and Multi-point Switched Services
- a. The vendor **must** propose high-speed packet transport that is based on Ethernet transmission parameters that meet IEEE standards. The network handoff at the school district **shall** be 100Base-T Fast Ethernet or 1000Base-T Gigabit Ethernet. The network handoff at the AREON hub or the DIS hub **shall** be 1000Base-LX10 Gigabit Ethernet. Vendor **must** propose options for 10Mbps, 50Mbps, 100Mbps, 250 Mbps, 500Mbps, 1Gbps, and 10 Gbps services.
 - b. The vendor **must** propose ISO network Layer 2 service for data traffic between the school district and the AREON hub or DIS hub. ISO network Layer 3 services are not permitted for this transport service.
 - c. The vendor **must** provide multipoint bridging capabilities for aggregating Ethernet-like digital data circuits into IEEE 802.1Q tagged VLAN trunk handoffs to AREON.
 - d. The vendor **must** clearly label demarcation points with the site specific circuit identification information.
 - e. The vendor **must** provide circuits that support both tagged and untagged VLANs. The vendor **must** support the customer's ability to create VLAN tags in the entire range of 1 through 4095 without the need for the vendor to provision the VLANs throughout the transport network. Untagged VLANs may be used in this network to provide Layer 2 connectivity between school buildings.
 - f. The vendor **must** provide circuits that support Ethernet jumbo frames with a data payload size of up to 9050 bytes.
3. Multi-Protocol Label Switching (MPLS) Services
- a. The vendor **must** propose Ethernet and P2P MPLS based services. The network handoff at the school district **shall** be 100Base-T Fast Ethernet or 1000Base-T Gigabit Ethernet. The network handoff at the AREON hub or the DIS hub **shall** be 1000Base-LX10 Gigabit Ethernet.
 - b. The vendor may propose other MPLS based service as options for connectivity-
 - c. The vendor's proposed MPLS network **must** support ISO Layer 2 VPLS service for data traffic between the school district and the AREON hub or DIS hub.
 - d. The vendor **must** support Quality of Service/Class of Service (QoS/CoS) levels within their proposed network.
 - e. The vendor **must** clearly label demarcation points with the site specific circuit identification information.
 - f. The vendor **must** provide circuits that support both tagged and untagged VLANs. The vendor **must** support the customer's ability to create VLAN tags in the entire range of 1 through 4095 without the need for the vendor to provision the VLANs throughout the transport network. Untagged VLANs may be used in this network to provide Layer 2 connectivity between school buildings.
 - g. The vendor **must** provide circuits that support Ethernet jumbo frames with a data payload size of up to 9050 bytes.

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- C. 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. The following is a list of types of applications as well as list of specific applications currently used on the network. Though not intended to be comprehensive, the list provides examples of the application support needed.
1. H.323 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
- D. The vendor **must** propose 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.
- E. The vendor's proposed 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

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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.

2.5 INSTALLATION REQUIREMENTS

- A. The vendor **must** provide standard procedures for ordering and implementing these telecommunications services. Implementation coordination with the State entity, the implementation **must** include, at minimum, scheduling the due date, addressing facility issues, capturing service information, and providing that information to the customer.
- B. ADE desires that the installation charges for the proposed telecommunications services be waived by the provider; however, if those charges are not waived, then the installation charges **must** be entered on Table 1 of the Official Pricing Sheets.
- C. The vendor's installation services **must** include all required products and services needed to install a functional service.
- D. The vendor **must** comply with all applicable codes, licenses, certifications, and standards in the State of Arkansas as it relates to the proposed installation services.
- E. The vendor **must** agree to perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The vendor **must** provide documentation of test results within five (5) business days if so requested in writing.

2.6 SUPPORT REQUIREMENTS

- A. The vendor **must** provide a toll free telephone support center(s) that is available 24 x 7 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, has staff that **must** be English speaking, and maintains and owns trouble tickets reported by the 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. The vendor **must** provide telephone response to customer problems in two hours or less and provide onsite support (if required) in 4 hours or less.
- D. The vendor **must** provide the cost for adds, moves, and changes of services to support the ongoing operations of the services proposed. The vendor **must** also provide an hourly rate for services that may fall outside the scope of support services described herein. Refer to Table 7 in the Official Pricing Sheets.
- E. The vendor **must** maintain an inventory of the services provided that includes all pertinent site information.
- F. At the State entity's request, the vendor **must** participate in regular weekly customer status meetings during the implementation and migration phases of the resulting contracts as well as monthly ongoing contract management meetings post implementation to review new service issues, plan and coordinate network upgrades, and report on progress related to active network issues. It is preferred that the vendor attends these meetings in person, but attendance via teleconference or web conference **will** be allowed on a limited basis.
- G. The vendor **must** have an established escalation procedure for all proposed services. The vendor **must** be able to initiate this process on a 24 hours a day by 7 day a week (24 x 7) basis for all critical or emergency situations or outages.

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- H. When the customer's staff calls the help desk/technical support, the vendor's technical support staff should not place the caller on hold for more than five (5) minutes. If unable to connect the caller to talk to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned 5 minute period, the technical staff should inform the caller that they'll need to call them back. Call back response **shall** be within one hour. The vendor's staff merely picking up the phone to indicate for the caller to continue holding or other similar type message **shall not** meet this requirement. Merely answering the phone and assigning a case number to a problem **shall not** meet the technical response time requirements of the IFB.
- I. When calling the customer back to report progress or answer help desk questions and the help desk staff are unable to reach the customer staff by telephone, the help desk staff should make at least two additional attempts within the next business hour to respond to the help desk inquiry/issue. The help desk/technical staff may leave a voice message for the caller but such message **must** indicate the vendor's staff person's name, time called, and description of how to return the call to obtain further assistance.
- J. If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff should call back within two (2) hours to report progress on the problem's resolution. Help desk staff should continue, on a daily basis or other basis agreed upon between the customer and vendor, to keep the customer staff informed on progress of the problem's resolution.
- K. The vendor **shall** be responsive and timely 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.
- L. 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.
- M. During any contract period, the vendor's repeated failure to meet the above stated call back, on-site, and/or problem resolution response times may result in withholding of payments for invoices due to the vendor until resolution of issues/problems have been achieved or may result in the cancellation of the contract. The ADE **shall** notify the vendor 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. The vendor acknowledges and agrees that such delayed payment of

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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 due by vendor's repeated failure to meet the response times.

2.7 SECURITY REQUIREMENTS

- A. The vendor **must** understand that the customer may have standard security policy and access requirements and the vendor's services, processes, or employees **must not** create conflicts with standard security policy requirements.
- B. The vendor **must** have measures in place to prevent a security breach from happening and the processes and procedures to react to a security breach that occurs via their access to the customer network infrastructure.
- C. The vendor **must** commit to support the customer in the event of a security breach on the customer's network to eliminate the vendor's access or staff as relevant to the breach.

2.8 SERVICE LEVEL OBJECTIVE REQUIREMENTS

- A. The vendor **must** commit to provide the following minimum Service Level Objectives (SLO) for every service they are proposing in response to this IFB. It is highly desirable that the vendor's standard SLOs exceed the IFB requirements.
- B. Network Availability (NA) **shall** mean the percentage of total minutes during a calendar month that the services are available to the customer. Network availability measurements and related remedies are applicable to the affected services only, not averaged across all services provided by the vendor. Services **shall** be deemed to be 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 deemed to be the length of time during which the services are unavailable to the customer beginning with the official notification (contact with the provider'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 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. Minimum target 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. It is highly desirable that the vendor's SLO exceeds this minimum requirement.
- C. Mean Time to Repair (MTTR) **shall** mean 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.
- D. Installation Due Date **shall** mean the actual agreed upon date that the services **must** be made available to the customer. 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. Average Latency **shall** mean the monthly average round-trip latency **must** be end-to-end. 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

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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. Packet Loss - the monthly average round-trip packet loss **must** be end-to-end. 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.
- G. 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 without a cure period. Adequate resolution **shall** mean that if in any thirty (30) day period during or after installation of services there are four (4) or more events of failed SLOs and the contractor is unable to resolve all of these SLO defects/errors/issues within ten (10) 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 contractor in writing within five (5) calendar days. Such termination **will** be effective immediately upon receipt of such notice by the contractor. "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
- H. The vendor **must** provide monthly SLO reports to ADE by no later than the 5th 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 in a PDF format acceptable to ADE.

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APPENDIX 1

AREON HUB Locations

Site Name	NPA/NXX	Address
ALMA	479/632	6803 Alma Hwy, Alma, AR 72921
BEEB	501/882	713 Kansas St., Beebe, AR 72012
BTVL	870/793	2007 White Dr., Batesville, AR 72501
CMDN	501/574	15705 W. Arkansas 274 Hwy, Camden , AR 71701
ELDO	870/863	4151/2 W. Wesson St., El Dorado, AR 71730
FRCY	870/633	1802 New Castle Rd., Forrest City, AR 72335
FYVL	479/442	772 Discovery Way, Fayetteville, AR 72701
HOPE	870/777	485 Hwy. 174 N., Hope, AR 71801
HRSN	870/743	1701 Pioneer Dr., Harrison, AR 72601
MELB	870/368	310 College Dr., Melbourne, AR 72556
MLTN	501/354	428 West Campus, Morrilton, AR 72110
MLVR	501/332	2666 S. River Creek Dr., Malvern, AR 72104
MNTI	870/367	112 Service St., East Fiber Hut, Monticello, AR 72655
MTHO	870/424	195 High Avenue, Mountain Home, AR 72653
NLRK	501/758	2809 Eanes Rd., North Little Rock, AR 72115
NWPT	870/523	3714 Comet, Newport, AR 72112
PNBL	870/534	2300 W. 18th Ave., Pine Bluff, AR 71601
WMMP	870/732	360 N. College Blvd., West Memphis, AR 72301
UAFS	479/782	5316 Grand Avenue, Ft. Smith, AR 72193
ASU-JB	870/933	2713C Pawnee, Jonesboro, AR 72467

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APPENDIX 2

DIS HUB Locations

Site Name	NPA/NXX	Address
FYVLAREE	479/442	University of Arkansas – Fayetteville POP (aggregation & routing): Band Building, 345 N. Garland, Fayetteville, AR 72701)
PNBLARQ	870/541	University of Arkansas – Pine Bluff POP (aggregation & routing): UAPB Com 1 Bldg., 1905 John Kennedy Dr., Pine Bluff, AR 71601
LTRKAR42	501/372	State Network Core Area POP (aggregation & Routing): One Capitol Mall, Little Rock, AR 72201
LTRKARGG	501/372	State POP: 124 W. Capitol, Little Rock, AR 72201
LTRKARIY	501/225	Windstream Little Rock POP: 4001 N. Rodney Parham Rd., Little Rock, AR 72212

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APPENDIX 3

Arkansas School Districts by Region

Region 1: Central

School District	Street Address	City	Zip	NPA NXX	Region
ACADEMICS PLUS SCHOOL DISTRICT	900 EDGEWOOD DR	Maumelle	72113	501/851	1
Arch Ford Educational Service	101 BULLDOG DR	Plumerville	72127	501/354	1
ARK. SCHOOL FOR THE BLIND	2600 W MARKHAM ST	Little Rock	72205	501/372	1
ARK. SCHOOL FOR THE DEAF	2400 W MARKHAM	Little Rock	72205	501/372	1
ARKANSAS VIRTUAL ACADEMY	4702 W COMMERCIAL DR STE B3	North Little Rock	72116	501/758	1
BAUXITE SCHOOL DISTRICT	800 SCHOOL ST	Bauxite	72011	501/557	1
BENTON SCHOOL DISTRICT	211 N BORDER ST	Benton	72015	501/778	1
BRYANT SCHOOL DISTRICT	200 NW 4TH ST BLDG 37	Bryant	72022	501/847	1
CABOT SCHOOL DISTRICT	602 N LINCOLN	Cabot	72023	501/843	1
CARLISLE SCHOOL DISTRICT	145 RABORN RD	Carlisle	72024	870/552	1
CONWAY SCHOOL DISTRICT	2220 PRINCE ST	Conway	72034	501/327	1
COVENANTKEEPERS CHARTER SCHOOL	8300 GEYER SPRINGS RD	Little Rock	72209	501/372	1
DES ARC SCHOOL DISTRICT	600 MAIN ST	Des Arc	72040	870/256	1
EAST END SCHOOL DISTRICT	101 E PANTHER DR	Bigelow	72016	501/759	1
ENGLAND SCHOOL DISTRICT	501 PINE BLUFF HWY	England	72046	501/842	1
ESTEM HIGH SCHOOL	112 W 3RD ST	Little Rock	72201	501/372	1
HAZEN SCHOOL DISTRICT	477 N HAZEN AVE	Hazen	72064	870/255	1
JACKSONVILLE LIGHTHOUSE CHARTE	251 N 1ST ST	Jacksonville	72076	501/982	1
LISA ACADEMY	21 CORPORATE HILL DR	Little Rock	72205	501/372	1
LISA ACADEMY NORTH	5410 LANDERS RD	North Little Rock	72117	501/758	1
LITTLE ROCK PREPARATORY ACADEM	4520 S UNIVERSITY AVE	LITTLE ROCK	72204	501/372	1
LITTLE ROCK SCHOOL DISTRICT	9417 GEYER SPRINGS RD	Little Rock	72209	501/372	1
LONOKE SCHOOL DISTRICT	501 W Academy	Lonoke	72086	501/676	1
MAYFLOWER SCHOOL DISTRICT	29 Old Sandy Rd	Mayflower	72106	501/470	1
N. LITTLE ROCK SCHOOL DISTRICT	2200 N POPLAR	North Little Rock	72114	501/758	1
PULASKI CO. SPEC. SCHOOL DIST.	925 E DIXON RD	Little Rock	72206	501/372	1
SIATECH LITTLE ROCK CHARTER	6724 INTERSTATE 30	Little Rock	72209	501/372	1
VILONIA SCHOOL DISTRICT	1164 MAIN ST	Vilonia	72173	501/796	1

Region 2: Northwest

School District	Street Address	City	Zip	NPA NXX	Region
BENTON COUNTY SCHOOL OF ARTS	2005 S 12TH ST	Rogers	72758	479/636	2
BENTONVILLE SCHOOL DISTRICT	1210 NW LEOPARD LN	Bentonville	72712	479/273	2
BERRYVILLE SCHOOL DISTRICT	215 FERGUSON ST	Berryville	72616	870/423	2
DECATUR SCHOOL DISTRICT	1498 STADIUM AVE	Decatur	72722	479/752	2
ELKINS SCHOOL DISTRICT	349 N CENTER ST	Elkins	72727	479/643	2
EUREKA SPRINGS SCHOOL DISTRICT	2 LAKE LUCERNE RD	Eureka Springs	72632	479/363	2
FARMINGTON SCHOOL DISTRICT	42 S DBL SPRINGS RD	Farmington	72730	479/266	2
FAYETTEVILLE SCHOOL DISTRICT	1000 W BULLDOG BLVD	Fayetteville	72701	479/442	2
GENTRY SCHOOL DISTRICT	1155 PIONEER LN	Gentry	72734	479/736	2
GRAVETTE SCHOOL DISTRICT	325 LION DR S	Gravette	72736	479/787	2
GREENLAND SCHOOL DISTRICT	55 N SANDY	Greenland	72737	479/442	2
HAAS HALL ACADEMY	3155 N COLLEGE AVE	Fayetteville	72703	479/442	2
HUNTSVILLE SCHOOL DISTRICT	594 S HARRIS ST	Huntsville	72740	479/737	2
LINCOLN SCHOOL DISTRICT	201 E SCHOOL ST	Lincoln	72744	479/824	2
NORTHWEST ARK. EDUCATION CO-OP	4 N DOUBLE SPRINGS RD	Farmington	72730	479/266	2
PEA RIDGE SCHOOL DISTRICT	781 W PICKENS RD	Pea Ridge	72751	479/451	2

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PRAIRIE GROVE SCHOOL DISTRICT	500 COLE	Prairie Grove	72753	479/846	2
ROGERS SCHOOL DISTRICT	500 W WALNUT ST	Rogers	72756	479/636	2
SILOAM SPRINGS SCHOOL DISTRICT	600 S DOGWOOD	Siloam Springs	72761	479/524	2
SPRINGDALE SCHOOL DISTRICT	509 E EMMA AVE	Springdale	72764	479/750	2
WEST FORK SCHOOL DISTRICT	359 SCHOOL AVE	West Fork	72774	479/839	2

Region 3: Ozarks

School District	Street Address	City	Zip	NPA NXX	Region
ALPENA SCHOOL DISTRICT	300 DENVER ST	Alpena	72611	870/437	3
BERGMAN SCHOOL DISTRICT	8949 HIGHWAY 7 N	Harrison	72601	870/741	3
CLINTON SCHOOL DISTRICT	443 YELLOWJACKET LN	Clinton	72031	501/745	3
CONCORD SCHOOL DISTRICT	10920 HEBER SPRINGS RD N	Concord	72523	870/668	3
GREEN FOREST SCHOOL DISTRICT	800 PHILLIPS AVE	Green Forest	72638	870/438	3
GREENBRIER SCHOOL DISTRICT	72 GREEN VALLEY DR	Greenbrier	72058	501/679	3
GUY-PERKINS SCHOOL DISTRICT	492 HIGHWAY 25 N	Guy	72061	501/679	3
HARRISON SCHOOL DISTRICT	110 S CHERRY	Harrison	72601	870/741	3
HEBER SPRINGS SCHOOL DISTRICT	901 FRONT ST	Heber Springs	72543	501/362	3
JASPER SCHOOL DISTRICT	300 SCHOOL ST	Kingston	72742	479/665	3
MT. VERNON/ENOLA SCHOOL DIST.	38 GARLAND SPRINGS RD	Mount Vernon	72111	501-849	3
OZARK MOUNTAIN SCHOOL DISTRICT	300 SCHOOL ST	Western Grove	72685	870/429	3
OZARK UNLTD RESOURCE CO-OP	5823 RESOURCE DR	Harrison	72601	870/741	3
PANGBURN SCHOOL DISTRICT	1100 SHORT ST	Pangburn	72121	501/728	3
QUITMAN SCHOOL DISTRICT	6275 HEBER SPGS W	Quitman	72131	501/589	3
ROSE BUD SCHOOL DISTRICT	124 SCHOOL RD	Rose Bud	72137	501/556	3
SEARCY COUNTY SCHOOL DISTRICT	950 HIGHWAY 65 N	Marshall	72650	8870/44	3
SHIRLEY SCHOOL DISTRICT	201 BLUE DEVIL DR	Shirley	72153	501/723	3
SOUTH SIDE SCH DIST(VANBUREN)	334 SOUTHSIDE RD	Bee Branch	72013	501/654	3
VALLEY SPRINGS SCHOOL DISTRICT	7349 SCHOOL ST	Valley Springs	72682	870/429	3
WEST SIDE SCHOOL DIST(CLEBURNE	7295 GREERS FERRY RD	Higden	72067	501/825	3
DEER/MT. JUDEA SCHOOL DISTRICT	HIGHWAY 16	Deer	72628	870/428	3

Region 4: North Central

School District	Street Address	City	Zip	NPA NXX	Region
BATESVILLE SCHOOL DISTRICT	955 WATER ST	Batesville	72501	870/793	4
CALICO ROCK SCHOOL DISTRICT	302 COLLEGE ST	Calico Rock	72519	870/297	4
CAVE CITY SCHOOL DISTRICT	620 N MAIN ST	Cave City	72521	870/283	4
CEDAR RIDGE SCHOOL DISTRICT	1502 N HILL ST	Newark	72562	870/799	4
COTTER SCHOOL DISTRICT	198 MABEL ST	Cotter	72626	870/435	4
FLIPPIN SCHOOL DISTRICT	103 ALFORD ST	Flippin	72634	870/453	4
HIGHLAND SCHOOL DISTRICT	1627 Highway 62-412	Hardy	72542	870/856	4
IZARD CO. CONS. SCHOOL DIST.	5068 N AR HIGHWAY 9	Brockwell	72517	870/368	4
LEAD HILL SCHOOL DISTRICT	6966 MILUM RD	Lead Hill	72644	870/436	4
MAMMOTH SPRING SCHOOL DISTRICT	410 GOLDSMITH AVE	Mammoth Spring	72554	870/625	4
MELBOURNE SCHOOL DISTRICT	310 BEARKAT DR	Melbourne	72556	870/368	4
MIDLAND SCHOOL DISTRICT	741 MAIN ST	Pleasant Plains	72568	870/345	4
MOUNTAIN HOME SCHOOL DISTRICT	500 BOMBER BLVD	Mountain Home	72653	870/425	4
MOUNTAIN VIEW SCHOOL DISTRICT	210 HIGH SCHOOL DR	Mountain View	72560	870/269	4
NORFORK SCHOOL DISTRICT	161 MILDRED SIMPSON	Norfork	72658	870/499	4
NORTH CENTRAL ARK. EDUC CO-OP	99 HALEY ST	Melbourne	72556	870/368	4
OMAHA SCHOOL DISTRICT	522 W COLLEGE	Omaha	72662	870/426	4
SALEM SCHOOL DISTRICT	313 HIGHWAY 62 E STE 2	Salem	72576	870/895	4
SOUTHSIDE SCH DIST(INDEPENDENC	70 SCOTT DR	Batesville	72501	870/793	4
VIOLA SCHOOL DISTRICT	314 LONGHORN DR	Viola	72583	870/458	4
YELLVILLE-SUMMIT SCHOOL DIST.	1124 N PANTHER AVE	Yellville	72687	870/449	4

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Region 5: Northeast

School District	Street Address	City	Zip	NPA NXX	Region
ARMOREL SCHOOL DISTRICT	4555 N STATE HIGHWAY 137	Armored	72310	870/762	5
AUGUSTA SCHOOL DISTRICT	1011 MAIN ST	Augusta	72006	870/347	5
BALD KNOB SCHOOL DISTRICT	103 W PARK AVE	Bald Knob	72010	501/724	5
BARTON-LEXA SCHOOL DISTRICT	9546 HIGHWAY 85 S	Barton	72355	870/338	5
BAY SCHOOL DISTRICT	700 SCHOOL ST	Bay	72411	870/781	5
BEEBE SCHOOL DISTRICT	1201 W CENTER ST	Beebe	72012	501/882	5
BLYTHEVILLE SCHOOL DISTRICT	405 W PARK ST	Blytheville	72315	870/762	5
BRADFORD SCHOOL DISTRICT	504 W MAIN ST	Bradford	72020	501/344	5
BRINKLEY SCHOOL DISTRICT	814 S Main	Brinkley	72021	870/734	5
BROOKLAND SCHOOL DISTRICT	100 W SCHOOL ST	Brookland	72417	870/933	5
BUFFALO IS. CENTRAL SCH. DIST.	803 W DREW	Monette	72447	870/486	5
CLARENDON SCHOOL DISTRICT	320 N 7TH ST	Clarendon	72029	870/468	5
CORNING SCHOOL DISTRICT	500 BOBCAT LN	Corning	72422	870/857	5
CROSS COUNTY SCHOOL DISTRICT	2622 HIGHWAY 42	Cherry Valley	72324	870/588	5
CROWLEY'S RIDGE EDUCATION COOP	1606 PINE GROVE LN	Harrisburg	72432	870/578	5
EARLE SCHOOL DISTRICT	16432 HIGHWAY 64	Earle	72331	870/792	5
EAST POINSETT CO. SCHOOL DIST.	502 MCCLELLAN ST	Lepanto	72354	870/475	5
FORREST CITY SCHOOL DISTRICT	1133 N DIVISION	Forrest City	72335	870/633	5
GOSNELL SCHOOL DISTRICT	651 N Hwy 181	Blytheville	72315	870/762	5
GREAT RIVERS EDUC. SERV. CO-OP	1000 Campus Dr	Helena	72342	870/338	5
GREENE CO. TECH SCHOOL DIST.	5413 W KINGSHIGHWAY	Paragould	72450	870/215	5
HARRISBURG SCHOOL DISTRICT	501 W SOUTH ST	Harrisburg	72432	870/578	5
HELENA/ W.HELENA SCHOOL DIST.	103 SCHOOL RD	West Helena	72390	870/572	5
HILLCREST SCHOOL DISTRICT	146 S MAIN	Strawberry	72469	870/528	5
HOXIE SCHOOL DISTRICT	602 SW HARTIGAN ST	Hoxie	72433	870/886	5
HUGHES SCHOOL DISTRICT	310 COLLEGE ST	Hughes	72348	870/339	5
IMBODEN CHARTER SCHOOL DIST	605 W 3RD ST	Imboden	72434	870/869	5
JACKSON CO. SCHOOL DISTRICT	300 N DOWELL ST	Tuckerman	72473	870/349	5
JONESBORO SCHOOL DISTRICT	2506 SOUTHWEST SQ	Jonesboro	72401	870/933	5
KIPP DELTA PUBLIC SCHOOLS	210 Cherry	Helena	72342	870/338	5
LAWRENCE COUNTY SCHOOL DISTRICT	508 E FREE ST	Walnut Ridge	72476	870/886	5
LEE COUNTY SCHOOL DISTRICT	523 FORREST AVE	Marianna	72360	870/295	5
MANILA SCHOOL DISTRICT	419 E OLYMPIA ST	Manila	72442	870/561	5
MARION SCHOOL DISTRICT	200 MANOR ST	Marion	72364	870/739	5
MARKED TREE SCHOOL DISTRICT	406 STREET FRANCIS ST	Marked Tree	72365	870/358	5
MARMADUKE SCHOOL DISTRICT	1010 GREYHOUND DR	Marmaduke	72443	870/597	5
MARVELL-ELAINE SCHOOL DISTRICT	1018 B HWY BLDG A # 49	Marvell	72366	870/829	5
MAYNARD SCHOOL DISTRICT	74 CAMPUS DR	Maynard	72444	870/647	5
MCCRORY SCHOOL DISTRICT	509 N JACKSON ST	McCrary	72101	870/731	5
NETTLETON SCHOOL DISTRICT	2616 Progress St	Jonesboro	72401	870/933	5
NEWPORT SCHOOL DISTRICT	1700 COMMERCE BLVD	Newport	72112	870/523	5
NORTHEAST ARK. EDUC. CO-OP	211 W HICKORY	Walnut Ridge	72476	870/886	5
OSCEOLA SCHOOL DISTRICT	2800 W SEMMES	Osceola	72370	870/563	5
PALESTINE-WHEATLEY SCH. DIST.	7900 HIGHWAY 70 W	Palestine	72372	870/633	5
PARAGOULD SCHOOL DISTRICT	1701 W COURT ST	Paragould	72450	870/215	5
PIGGOTT SCHOOL DISTRICT	533 E MAIN	Piggott	72454	870/598	5
POCAHONTAS SCHOOL DISTRICT	2312 STADIUM DR	Pocahontas	72455	870/248	5
RECTOR SCHOOL DISTRICT	604 W 5TH ST	Rector	72461	870/595	5
RIVERSIDE SCHOOL DISTRICT	2001 HIGHWAY 18	Lake City	72437	479/923	5
RIVERVIEW SCHOOL DISTRICT	810 RAIDER DR	Searcy	72143	501/268	5
SEARCY SCHOOL DISTRICT	510 MOORE ST	Searcy	72143	501/268	5
SLOAN-HENDRIX SCHOOL DIST.	1 GREYHOUND CIR	Imboden	72434	870/869	5
SO. MISS. COUNTY SCHOOL DIST.	1700 W STATE HIGHWAY 14	Wilson	72395	870/655	5

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TRUMANN SCHOOL DISTRICT	221 PINE AVE	Trumann	72472	870/483	5
VALLEY VIEW SCHOOL DISTRICT	2118 VALLEY VIEW DR	Jonesboro	72404	870/933	5
WEST MEMPHIS SCHOOL DISTRICT	410 W TYLER AVE	West Memphis	72301	870/735	5
WESTSIDE CONS. SCH DIST(CRAIGH	1630 HIGHWAY 91 W	Jonesboro	72404	870/933	5
WHITE CO. CENTRAL SCHOOL DIST.	3259 HIGHWAY 157	Judsonia	72081	501/729	5
WILBUR D. MILLS EDUC. CO-OP	210 N MAIN	Beebe	72012	501/882	5
WYNNE SCHOOL DISTRICT	800 E JACKSON ST	Wynne	72396	870/238	5

Region 6: Southeast

School District	Street Address	City	Zip	NPA NXX	Region
ARK. RIVER EDUC. SERVICE CNTR.	912 W 6TH AVE	Pine Bluff	71601	870/534	6
DERMOTT SCHOOL DISTRICT	525 E SPEEDWAY ST	Dermott	71638	870/538	6
DOWELL SCHOOL DISTRICT	1614 S GRANDVIEW	De Witt	72042	870/946	6
DOLLARWAY SCHOOL DISTRICT	4900 DOLLARWAY RD	White Hall	71602	870/247	6
DUMAS SCHOOL DISTRICT	315 S COLLEGE	Dumas	71639	870/382	6
FORDYCE SCHOOL DISTRICT	100 REDBUG BLVD	Fordyce	71742	870/352	6
GLEN ROSE SCHOOL DISTRICT	14334 HIGHWAY 67	Malvern	72104	501/332	6
GURDON SCHOOL DISTRICT	7777 HIGHWAY 67 S	Gurdon	71743	870/353	6
HARMONY GROVE SCH DIST(SALINE)	2621 HIGHWAY 229	Benton	72015	501/778	6
LAKESIDE SCHOOL DIST(CHICOT)	1110 S LAKESHORE	Lake Village	71653	870/265	6
MALVERN SCHOOL DISTRICT	525 E HIGHLAND	Malvern	72104	501/332	6
MCGEHEE SCHOOL DISTRICT	409 OAK ST	McGehee	71654	870/222	6
OUACHITA SCHOOL DISTRICT	258 SCHOOL HOUSE RD	Donaldson	71941	501/384	6
PINE BLUFF LIGHTHOUSE ACADEMY	708 W 2ND ST	Pine Bluff	71601	870/534	6
PINE BLUFF SCHOOL DISTRICT	711 W 11TH AVE	Pine Bluff	71601	870/534	6
POYEN SCHOOL DISTRICT	111 N SCHOOL ST	Poyen	72128	501/332	6
SHERIDAN SCHOOL DISTRICT	800 W VINE ST	Sheridan	72150	870/941	6
STAR CITY SCHOOL DISTRICT	206 CLEVELAND ST	Star City	71667	870/628	6
STUTTGART SCHOOL DISTRICT	401 W 22ND ST	Stuttgart	72160	870/673	6
WATSON CHAPEL SCHOOL DISTRICT	4100 CAMDEN RD	Pine Bluff	71603	870/534	6
WHITE HALL SCHOOL DISTRICT	8106 DOLLARWAY RD	White Hall	71602	870/247	6
WOODLAWN SCHOOL DISTRICT	6760 HIGHWAY 63	Rison	71665	870/325	6
CLEVELAND COUNTY SCHOOL DIST.	700 MAIN ST	Rison	71665	870/325	6

Region 7: South Central

School District	Street Address	City	Zip	NPA NXX	Region
BEARDEN SCHOOL DISTRICT	635 N PLUM	Bearden	71720	870/867	7
CAMDEN FAIRVIEW SCHOOL DIST.	1750 CASH RD	Camden	71701	870/836	7
CROSSETT SCHOOL DISTRICT	301 W 9TH	Crossett	71635	870/364	7
DREW CENTRAL SCHOOL DISTRICT	440 Hwy 83 S	Monticello	71655	870/367	7
EL DORADO SCHOOL DISTRICT	690 S Timberlane	El Dorado	71730	870/864	7
HAMBURG SCHOOL DISTRICT	1119 S MAIN ST	Hamburg	71646	870/853	7
HAMPTON SCHOOL DISTRICT	419 E MAIN	Hampton	71744	870/798	7
HARMONY GROVE SCH DIST(OUACHIT	401 OUACHITA 88	Camden	71701	870/836	7
HERMITAGE SCHOOL DISTRICT	312 N SCHOOL DR	Hermitage	71647	870/463	7
HOPE SCHOOL DISTRICT	1700 S MAIN ST	Hope	71801	870/777	7
JUNCTION CITY SCHOOL DISTRICT	520 N ELM	Junction City	71749	870/924	7
MAGNOLIA SCHOOL DISTRICT	1515 High School	Magnolia	71753	870/234	7
MONTICELLO SCHOOL DISTRICT	935 SCOGIN DR	Monticello	71655	870/367	7
NEVADA SCHOOL DISTRICT	6580 US HIGHWAY 278	Rosston	71858	870/871	7
NORPHLET SCHOOL DISTRICT	600 SCHOOL ST	Norphlet	71759	870/546	7
PARKERS CHAPEL SCHOOL DIST.	401 PARKERS CHAPEL RD	El Dorado	71730	870/864	7
PRESCOTT SCHOOL DISTRICT	762 MARTIN ST	Prescott	71857	870/887	7
SMACKOVER SCHOOL DISTRICT	505 w 7th St	Smackover	71762	870/725	7

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SOUTH CENTRAL SERVICE CO-OP	2235 CALIFORNIA SW	Camden	71701	870/836	7
Southeast Arkansas Educational	1022 SCOGIN DR	Monticello	71655	870/367	7
SOUTHWEST ARK. CO-OP	2502 S MAIN ST	Hope	71801	870/777	7
SPRING HILL SCHOOL DISTRICT	633 HIGHWAY 355 W	Hope	71801	870/777	7
STEPHENS SCHOOL DISTRICT	315 W CHERT ST	Stephens	71764	870/786	7
STRONG-HUTTIG SCHOOL DISTRICT	635 S CONCORD	Strong	71765	870/797	7
WARREN SCHOOL DISTRICT	803 N WALNUT	Warren	71671	870/226	7

Region 8: Southwest

School District	Street Address	City	Zip	NPA NXX	Region
ARKADELPHIA SCHOOL DISTRICT	122 N 13TH ST	Arkadelphia	71923	870/246	8
ASHDOWN SCHOOL DISTRICT	171 S LOCUST ST	Ashdown	71822	870/898	8
BISMARCK SCHOOL DISTRICT	11636 HIGHWAY 84	Bismarck	71929	501/865	8
BLEVINS SCHOOL DISTRICT	5954 HIGHWAY 29 N	Blevins	71825	870/874	8
CADDO HILLS SCHOOL DISTRICT	2268 HIGHWAY 8 E	Norman	71960	870/334	8
CENTERPOINT SCHOOL DISTRICT	755 HIGHWAY 8 E	Amity	71921	870/342	8
COSSATOT RIVER SCHOOL DIST	6330 HIGHWAY 71 S	Cove	71937	80/387	8
CUTTER-MORNING STAR SCH. DIST.	2801 SPRING ST	Hot Springs	71901	501/623	8
DAWSON EDUCATION SERVICE CO-OP	711CLINTON	Arkadelphia	71923	870/246	8
DEQUEEN SCHOOL DISTRICT	1803 W COULTER DR	De Queen	71832	870/584	8
DEQUEEN/MENA EDUC. CO-OP	305 S HORNBERG AVE	Gillham	71841	870/386	8
DIERKS SCHOOL DISTRICT	900 OLD HIGHWAY 70 W	Dierks	71833	870/286	8
EMERSON-TAYLOR-BRADLEY SCHOOL DISTRICT	506 E PINE ST	Taylor	71861	870/694	8
FOREMAN SCHOOL DISTRICT	700 ROCKY COMFORT	Foreman	71836	870/542	8
FOUKE SCHOOL DISTRICT	400 PANTHER DR	Fouke	71837	870/653	8
FOUNTAIN LAKE SCHOOL DISTRICT	4207 PARK AVE	Hot Springs	71901	501/623	8
GENOA CENTRAL SCHOOL DISTRICT	11986 STATE HIGHWAY 196	Texarkana	71854	870/774	8
HORATIO SCHOOL DISTRICT	1101 METCALF RD	Horatio	71842	870/832	8
HOT SPRINGS SCHOOL DISTRICT	400 LINWOOD AVE	Hot Springs	71913	501/623	8
JESSIEVILLE SCHOOL DISTRICT	7900 N HIGHWAY 7	Jessieville	71949	501/922	8
KIRBY SCHOOL DISTRICT	2614 HIGHWAY 27 N	Kirby	71950	870/356	8
LAFAYETTE COUNTY SCHOOL DISTRI	308 W 8TH ST	Lewisville	71845	870/921	8
LAKE HAMILTON SCHOOL DISTRICT	240 WOLF ST	Pearcy	71964	501/767	8
LAKESIDE SCHOOL DIST(GARLAND)	2871 MALVERN AVE	Hot Springs	71901	501/623	8
MAGNET COVE SCHOOL DIST.	472 MAGNET SCHOOL RD	Malvern	72104	501/332	8
MENA SCHOOL DISTRICT	1299 Dallas	Mena	71953	479/394	8
MINERAL SPRINGS SCHOOL DIST.	130 W BROWNING ST	Mineral Springs	71851	870/287	8
MOUNT IDA SCHOOL DISTRICT	338 WHITTINGTON	Mount Ida	71957	870/867	8
MOUNTAIN PINE SCHOOL DISTRICT	726 BLAKELY DAM RD	Mountain Pine	71956	501/623	8
NASHVILLE SCHOOL DISTRICT	600 N FOURTH	Nashville	71852	870/845	8
OUACHITA RIVER SCHOOL DISTRICT	143 POLK 96	Mena	71953	479/394	8
SOUTH PIKE COUNTY SCHOOL DIST	605 3RD AVE	Murfreesboro	71958	870/285	8
TEXARKANA SCHOOL DISTRICT	1500 JEFFERSON AVE	Texarkana	71854	870/774	8

Region 9: West Central

School District	Street Address	City	Zip	NPA NXX	Region
ALMA SCHOOL DISTRICT	706 HIGHWAY 64 E	Alma	72921	479/632	9
ATKINS SCHOOL DISTRICT	611 NW 4TH ST	Atkins	72823	479/641	9
BOONEVILLE SCHOOL DISTRICT	835 E 8TH ST	Booneville	72927	479/675	9
CEDARVILLE SCHOOL DISTRICT	9614 PIRATES PT	Cedarville	72932	479/474	9
CHARLESTON SCHOOL DISTRICT	125 W MAIN	Charleston	72933	479/965	9
CLARKSVILLE SCHOOL DISTRICT	1703 CLARK RD	Clarksville	72830	870/746	9
COUNTY LINE SCHOOL DISTRICT	12092 W STATE HIGHWAY 22	Branch	72928	479/635	9

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DANVILLE SCHOOL DISTRICT	101 JA MOUDY DR	Danville	72833	479/393	9
DARDANELLE SCHOOL DISTRICT	1079 N STATE HIGHWAY 28	Dardanelle	72834	479/229	9
DOVER SCHOOL DISTRICT	203 COLLEGE ST	Dover	72837	479/331	9
FORT SMITH SCHOOL DISTRICT	2901 KINKEAD AVE	Fort Smith	72901	479/783	9
GREENWOOD SCHOOL DISTRICT	420 N MAIN	Greenwood	72936	479/996	9
HACKETT SCHOOL DISTRICT	102 N OAK ST	Hackett	72937	479/638	9
HARTFORD SCHOOL DISTRICT	512 W LUDLOW	Hartford	72938	479/639	9
HECTOR SCHOOL DISTRICT	11601 STATE ROAD 27	Hector	72843	479/284	9
LAMAR SCHOOL DISTRICT	301 ELBERTA ST	Lamar	72846	479/885	9
LAVACA SCHOOL DISTRICT	603 S DIVISION ST	Lavaca	72941	479/674	9
MAGAZINE SCHOOL DISTRICT	292 E PRIDDY ST	Magazine	72943	489/969	9
MANSFIELD SCHOOL DISTRICT	2500 HIGHWAY 71	Mansfield	72944	479/928	9
MOUNTAINBURG SCHOOL DISTRICT	129 HIGHWAY 71 SW	Mountainburg	72946	479/369	9
MULBERRY SCHOOL DISTRICT	203 W 5TH	Mulberry	72947	479/997	9
NEMO VISTA SCHOOL DISTRICT	5690 HIGHWAY 9	Center Ridge	72027	501/893	9
OZARK SCHOOL DISTRICT	1609 WALDEN DR	Ozark	72949	479/667	9
PARIS SCHOOL DISTRICT	2000 E WOOD ST	Paris	72855	479/963	9
PERRYVILLE SCHOOL DISTRICT	325 HOUSTON AVE	Perryville	72126	501/391	9
POTTSVILLE SCHOOL DISTRICT	500 APACHE DR	Pottsville	72858	479/968	9
RUSSELLVILLE SCHOOL DISTRICT	1006 S ARKANSAS AVE	Russellville	72801	479/968	9
SCRANTON SCHOOL DISTRICT	103 N 10TH ST	Scranton	72863	479/938	9
SO. CONWAY CO. SCHOOL DISTRICT	209 BARAMORE ST	Morrilton	72110	501/54	9
TWO RIVERS SCHOOL DISTRICT	17727 E STATE HIGHWAY 28	Ola	72853	479/489	9
VAN BUREN SCHOOL DISTRICT	2804 INDUSTRIAL PARK RD	Van Buren	72956	479/474	9
WALDRON SCHOOL DISTRICT	736 W HIGHWAY 80	Waldron	72958	479/637	9
WESTERN ARKANSAS CO-OP	3010 HIGHWAY 22 E STE A	Branch	72928	479/635	9
WESTERN YELL CO. SCHOOL DIST.	1 WOLVERINE DR	Havana	72842	479/476	9
WESTSIDE SCHOOL DIST(JOHNSON)	400 N HIGHWAY 164	Hartman	72840	479/497	9
WONDERVIEW SCHOOL DISTRICT	2436 HIGHWAY 95	Hattiesville	72063	501/354	9

APPENDIX 4

Glossary of Commonly Used Acronyms and Terms

Acronyms

ADE – Arkansas Department of Education
APSCN – Arkansas Public School Computer Network
AREON – Arkansas Research and Education Optical Network
AS – Autonomous System
ASN – Autonomous System Number
ATM – Asynchronous Transfer Mode
AWIN - Arkansas Wireless Information Network
BGP – Border Gateway Protocol
CCSS – Common Core State Standards
CIV – Compressed Interactive Video
COS – Class of Service
DIS – Department of Information Systems
DHCP – Dynamic Host Configuration Protocol
DSL – Digital Subscriber Line
DNS – Domain Name System
ESL - Eligible Services List
ETP - Eligible Telecommunications Provider
FASTER Arkansas – Faster Access for Students, Teachers and Economic Results
FCC – Federal Communications Commission
FCDL – Funding Commitment Decision Letter
FRN – Funding Request Number
GETS – Government Emergency Telecommunications Service
IEEE – Institute of Electrical and Electronic Engineers
IPv4 – Internet Protocol Version 4
IPv6 – Internet Protocol Version 6
LAN – Local Area Network
LCP – Lowest Corresponding Price
MAN – Metropolitan Area Network
MPLS – Multi-Protocol Label Switching
MTTR – Mean Time To Repair
NAT – Network Address Translation
OSP – Office of Procurement
PARCC – Partnership for Assessment for Readiness of College and Careers

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PIA – Program Integrity Assurance
POP – Point of Presence
P2P – Point to Point
QDLS – Quality Digital Learning Study
QOS – Quality of Service
RFP – Request for Proposal
SETDA – State Education Technology Directors Association
SLD – Schools and Libraries Division
SLO – Service Level Objective
SPIN – Service Provider Identification Number
TSP – Telecommunications Service Priority
USAC – Universal Service Administrative Company
USF – Universal Service Fund
VLAN – Virtual Local Area Network
VOIP – Voice Over Internet Protocol
VPN – Virtual Private Network
WAN – Wide Area Network

Terms

APSCN – Arkansas Public School Computer Network (APSCN) is managed by the Arkansas Department of Information Systems and links all Arkansas public schools with the Arkansas Department of Education (ADE) as required by Act 4 of 1992. APSCN ensures public schools can file electronic reports that provide state and local decision makers accurate, timely and comprehensive information.

AREON – The Arkansas Research and Education Optical Network (AREON) is a not-for-profit consortium that includes all public degree-granting institutions in Arkansas and other selected higher education organizations. AREON provides a high-speed fiber optic backbone network throughout the state with 1Gb and 10Gb Ethernet connections to its members, affiliates, national research and education networks, regional optical networks, and commercial service providers.

AWIN - The Arkansas Wireless Information Network serves the State of Arkansas and her people by providing a reliable, statewide means of communication for the state's first responders. The AWIN System consists of over 100 tower sites scattered throughout the state.

CIV - The Compressed Interactive Video network is managed by the Arkansas Department of Education Distance Learning Center (ADE DLC) and allows teachers and students to see and speak to each other in real time. Currently, 235 out of 238 school districts have CIV systems connected to the state video network.

Collocation/demarcation point (Demarc) – The demarcation point is the point at which the provider telecommunications transport and/or equipment ends and a customer's on-premises wiring can be used to connect the provider service to the customer facilities. It is typically considered the point where the provider's responsibility ends.

Digital Learning – Digital learning is any instructional practice that effectively uses technology to strengthen the student learning experience. Digital learning encompasses a wide spectrum of tools and practices, including online and formative assessments, increased focus and quality of teaching resources, online content and

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courses, applications of technology in classrooms and school buildings, adaptive software for students with special needs, etc.

Distance Learning – Education that takes place via electronic media linking instructors and students who are not together in a classroom. Students can work on their own in any off-campus location and communicate with faculty and other students via e-mail, electronic forums, videoconferencing, chat rooms, bulletin boards, instant messaging or other form of computer-based communication.

District Hub – A physical building that houses plant equipment including: routers, regeneration amplification, and other important networking hardware for group of school buildings. Districts hubs service one or more school buildings.

Education Co-ops – Offer regional administrative support and training for Arkansas public school districts as well as direct services to students including speech therapy, video instruction and gifted and talented programming. There are 14 educational co-ops in Arkansas.

LAN– A Local Area Network (LAN) is connects network devices over a relatively short distance. A networked office building, school, or home usually contains a single LAN, though sometimes one building will contain a few small LANs (perhaps one per room), and occasionally a LAN will span a group of nearby buildings. In addition to operating in a limited space, LANs are also typically owned, controlled, and managed by a single person or organization. They also tend to use certain connectivity technologies, primarily Ethernet and Token Ring.

MAN– A Metropolitan Area Network (MAN) is a network spanning a physical area larger than a LAN but smaller than a WAN, such as a city. A MAN is typically owned and operated by a single entity such as a school district, government body or large corporation. Mbps – Megabits per second, one million bits per second. 1,000,000 bits per second.

Network Access Points (aka Carrier Hotel) – Places where large network providers meet to exchange network traffic. Typically, an ISP or network provider will access Tier 1 global providers and their networks via hubs, though they also serve as meet points for like networks.

Point of Presence (PoP) – An Internet point of presence is an access point to a carrier's network or the Tier 1 Internet. It is a physical location that houses servers, routers and other technical equipment. It may be housed in either part of the facilities of a telecommunications provider that the ISP rents or a location separate from the telecommunications provider. ISPs typically have multiple POPs, sometimes numbering in the thousands. POPs are also located at NAPs, IXPs and collocation centers.

SETDA – The State Education Technology Director's Association (SETDA) was formed in 2001 as a non-profit organization representing U.S. state and territorial educational technology leaders. SETDA increases the capacity of state and national leaders to improve education through technology policy and practice recommendations.

WAN – A Wide Area Network (WAN), as the term implies, spans a large physical distance. It is a geographically-dispersed collection of LANs. Routers connect LANs to a WAN. A WAN differs from a LAN in several important ways. Most WANs (like the Internet) are not owned by any one organization but rather exist under collective or distributed ownership and management. WANs tend to use technology like ATM, Frame Relay and X.25 for connectivity over the longer distances.

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STANDARD TERMS & 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:** Quote F.O.B. destination. Bid the unit price. 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder 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 bidder 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 bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder'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 bidder.

10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.

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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 Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

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 bidder 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 contractor 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 contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders 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 contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the 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 contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor 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 contractor 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 contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder 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 contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.