



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

REQUEST FOR PROPOSAL

RFP Number: SP-14-0100	Buyer: Julie Lombard
Commodity: Telecommunications Management Services Agency: The Arkansas Department of Education (ADE)	Proposal Opening Date: 03/04/14
Date Issued: 02/04/14	Proposal Opening Time: 1:00 Central Time

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

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

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

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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GENERAL DESCRIPTION:	Telecommunications Management Services
TYPE OF CONTRACT:	Term
BUYER:	Julie Lombard
AGENCY P.R. NUMBER	1000664100
MATERIAL GROUPS	91551

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;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

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- 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 reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

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 RFP DOCUMENTS:** The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a 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 RFP 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 RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the vendor 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 proposals at the place, and on or before the date and time, set in the RFP solicitation documents. Proposals received at the Office of State Procurement after the date and time designated for proposal opening are considered late and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFP the submission is intended.
9. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting

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his proposal, 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 proposal, shall be grounds for rejecting a bid.

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

The Office of State Procurement 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, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of bidder paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the 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 RFP.
- 14. CURRENCY:** All proposal pricing must be United States dollars and cents.
- 15. LANGUAGE:** Proposals will only be accepted in the English language.

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SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

- A. This Request for Proposal ("RFP") is issued by the Office of State Procurement ("OSP") for the Arkansas Department of Education (ADE) for the purpose of soliciting proposals from experienced Telecommunications Management Services Vendor(s) ("Vendor") to support Arkansas public schools and school districts by managing three aspects of statewide K12 networking. The successful vendor(s) will manage (1) Contracts and Projects, (2) the ADE K12 Network and E-rate Services for all public schools, and (3) District Support Services.
- B. Vendors **must** understand that Invitation for Bid (IFB) Number SP-14-0099 for Managed Network Transport Services has been issued to obtain pricing for managed transport services to build out a statewide ADE to District network. The proposed statewide network is based on nine (9) geographic regions where a single provider will be awarded for each region. The services referenced in this RFP are directly related to, but separate from, the managed transport services specified in Invitation for Bid (IFB) Number SP-14-0099.
- C. Proposals submitted under this RFP **must** provide service for all nine (9) regions of the state for the category/categories bid. A list of school districts, Education Service Cooperatives and Public Charter Schools by region is provided in Appendix 2.
- D. There are three categories of services:
- Category 1: Management Support Services for Telecommunications Transport;
 - Category 2: ADE Network Management and E-Rate Coordination Services; and
 - Category 3: District Network Support Services.
- Vendors may bid on one, some or all three categories of services.
- E. The primary purpose and intent of this RFP is to establish contract(s) for Telecommunications Management Services. Award(s) **shall** be made based on the solution(s) that best meets the description of services in Section 2 of this RFP and is the most cost effective for the K12 community in Arkansas.

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 the 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. The 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 recommend 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 Arkansas positioned well to take the next steps in preparation for digital learning initiatives such as the Digital Learning Act of 2013 (Act 1280), Faster Access for Students, Teachers and Economic Results (FASTER) Arkansas, and Quality Digital Learning Study (QDLS).

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- E. APSCN provides a statewide resource that supports fiscal and administrative services for public education in Arkansas. The APSCN and the related applications that utilize the network are supported by the Department of Information Systems (DIS) and the ADE respectively.
- F. 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.

1.3 ISSUING AGENCY

This RFP 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 RFP 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
RFP issued	02/04/14
Due date for written questions	02/12/14
Due date for answers to questions*	02/19/14
Closing date and time for receipt of proposals-also opening of received responses	03/04/14
Anticipated completion of proposal evaluation and selection*	03/07/14
Anticipation to Award Period* (Subject to State approval)	03/10/14 to 03/23/14
Start of Contract*	03/25/14

**Anticipated Dates*

1.5 CLARIFICATION & QUESTIONS OF RFP

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions will be accepted until the close of business, **February 12, 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 19, 2014**. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at bidder(s) own risk.

1.6 CAUTION TO BIDDERS

- A. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
- B. Vendor(s) **must** submit one (1) signed original technical proposal on or before the date specified on page one of this RFP.

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- C. Vendor(s) **must** also submit one(1) original "Official Proposal Price Sheet." **DO NOT include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CD. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.**
- D. The vendor(s) should submit four (4) complete copies (marked copy) of the RFP technical proposal response, and four (4) electronic versions of the technical proposal response, preferably in MS Word/Excel format, on CD or preferably flash drive.
- E. The vendor(s) should submit one (1) electronic version of the "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CD. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.**
- F. 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.
- G. Failure to submit the required number of copies with the proposal may be cause for rejection.
- H. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
- I. Proposal responses should be page numbered.
- J. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract **must** have signed the proposal.
- K. All official documents and correspondence **shall** be included as part of the resultant contract.
- L. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals **will** be rejected for one or more reasons not limited to the following:
 - 1. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
 - 2. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - 3. Failure to sign an Official RFP Document.
 - 4. **Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.**
 - 5. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
 - 6. Failure of any proposed services to meet or exceed the specifications.

1.7 **RFP FORMAT**

Any statement in this document that contains the word "**must**" or "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent **will** cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response **will** be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

1.8 **TERM OF CONTRACT**

The contract **will** be a one (1) year term contract from date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one (1) 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: Arkansas Department of Education, Attention: Greg Rogers, Address: 4 Capitol Mall, Little Rock, Arkansas 72201
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the contractor has successfully satisfied the Arkansas Department of Education (ADE) as to the reliability and effectiveness of the services as a whole. Vendors should invoice ADE by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.
- C. Selected vendor **must** be registered to receive payment and future RFP notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>.

1.10 RECORD RETENTION

- A. The Vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and specified by the State of Arkansas Law. 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 RFP **will** be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and **shall** be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information.
- B. **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 is 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 proposal **will** be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor **will** be contacted prior to sending out the information.

1.12 RESERVATION

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

1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor **must** be identified as the prime contractor in each proposal. The prime contractor **will** be responsible for the contract and **will** be the sole point of contact with regard to all services, delivery, maintenance, 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 in their technical proposal response.
- C. 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.

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- D. 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 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.
 2. Upon default, to pay all sums to become due under a contract.
 3. To pay damages, legal expenses or other costs and expenses of any party.
 4. To continue a contract once the equipment has been repossessed.
 5. To conduct litigation in a place other than Pulaski County, Arkansas
 6. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 2. Include in its contract that the laws of the State of Arkansas govern the contract.
 3. Acknowledge that contracts become effective when awarded by the State Procurement Official.
- C. The State of Arkansas may contract with another party:
1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.

1.15 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in "CLARIFICATION OF RFP AND QUESTIONS". The words "bidder" and "vendor" are used as synonyms in this document.

1.16 CONDITIONS OF CONTRACT

The successful vendor(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 **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.

1.17 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but **will not** be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The Contractor's liability for damages to the State **shall** be limited to the value of the Contract or \$1,000,000.00, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the Contractor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This

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limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

- C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor must agree that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

1.18 AWARD RESPONSIBILITY

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

1.19 PUBLICITY

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

1.20 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the bidders certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.
- B. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidders **shall** understand that this paragraph may be used as a basis for litigation.

1.21 COST

- A. All charges **must** be included on the Official Proposal Price Sheets and **shall** be included in the costing evaluation. To allow time to evaluate proposals prices **must** be valid for 120 days following RFP opening.
- B. Vendors **shall** complete the Official Proposal Pricing Sheet for each service category they are proposing. There are three categories of services:
- Category 1: Management Support Services for Telecommunications Transport (see Pricing Table 1)
 - Category 2: ADE Network Management and ERate Coordination Services (see Pricing Table 2)
 - Category 3: District Network Support Services (see Pricing Table 3).

Vendors may bid on one, some or all three categories of services. 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.) in Pricing Table 4.

- C. Pricing associated with the service categories described below **must** be provided as an annual charge for all services for each service category. The State **shall** have the right to terminate services for one, some, or all of the service categories described in Section 2.1 with thirty (30) days prior written notice to the vendor.
- D. Bidder(s) **must** include ALL pricing information on the Official Price Proposal Sheet ONLY and **must** clearly mark said page(s) as pricing information. **DO NOT** include any pricing from the Official Proposal Price Sheet in the technical proposal copies, including the CD. Pricing from the Official Proposal Price Sheet **must** be separately sealed from the technical proposal response and clearly marked as pricing information. The **electronic version** of the Official Proposal Price Sheet **must** also be sealed separately from the electronic version of the technical proposal.

NOTE:

- 1) The State **will not** be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation **will** be borne by the bidder.

- 3) Official Proposal Price Sheets may be reproduced as needed.

1.22 CONFIDENTIALITY

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

1.23 NEGOTIATIONS

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

1.24 CANCELLATION

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.

SECTION 2 - SPECIFIC REQUIREMENTS

It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response **will** be interpreted as an affirmative response or agreement to the State conditions.

2.1 **GENERAL REQUIREMENTS:**

The selected vendor **must** provide the following categories of services which **shall**, at a minimum include, but not limited to the following:

A. CATEGORY 1: Contract and Project Management Services for Telecommunications Transport. In consultation with and approval by ADE, the vendor **will** manage the statewide ADE to district hub build out, which **shall** include but not be limited to the following services:

1. Planning for network design including working with regional vendors to establish network equipment standards, configurations, specifications and router protocols,
2. Coordinating regional vendor site surveys,
3. Establishing/maintaining schedules,
4. Arranging logistics, and
5. Designation vendor staff /personnel to coordinate work for each region.
6. In addition, the vendor **will** manage contracts associated with Invitation for Bid (IFB) Number SP-14-0099, which **shall** include but limited to the following services:
 - a. Determining non-compliance
 - b. Resolving conflicts between regional transport providers
 - c. Ensuring Arkansas's contracts and pricing for network services and equipment offer Competitive rates and comparable services to similarly situated states
 - d. Recommending/implementing strategies quarterly to decrease the costs of ADE network services.

******* NOTE *******

As it applies to Category 1 only, any vendor who submits a bid response to IFB SP-14-0099 and is awarded a contract for that solicitation shall be precluded from consideration for award under Category 1 (only) of this RFP due to the perceived conflict of interest.

B. CATEGORY 2: ADE Network Management Services and Erate Coordination Services

1. **ADE Network Management Services** - In consultation with and approval by ADE, the vendor **will** provide statewide network management services, which **shall** include but not be limited to the following services:
 - a. Capacity management
 - b. Network management, including working with all regional vendors to maintain equipment standards, configurations, specifications and router protocols
 - c. Proactive network monitoring and monthly reports
 - d. Centralized service desk support and staff/personnel
 - e. Utilization trend monitoring

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- f. Proactive tracking and coordination of regional trouble tickets
 - g. Corrective action response and resolution
 - h. Real-time access to network performance statistics
 - i. Annual projections/reviews of network costs for state budgetary purposes.
2. Erate Coordination Services - In consultation with and approval by ADE, the vendor **will** provide Erate Coordination Services, which **shall** include but not limited to the following services:
- a. Erate application/Form filing and coordination services for the State of Arkansas
 - b. Erate application support services offered to all Arkansas education service cooperatives, public school districts, and public charter schools.
 - c. In addition, the vendor services **will** include the include but not be limited to:
 - i. Progressive, year-round training for Erate stakeholders
 - ii. Erate operations and/or policy manuals
 - iii. Sample technology plans
 - iv. Presenters for Arkansas education and technology conferences
 - v. Web and print-based strategies for communicating with Arkansas Erate stakeholders
 - vi. Telephone help-desk support with additional availability in the days/hours immediately preceding Erate filing deadlines
 - vii. Prepare, file, monitor, track and respond to Erate Forms/audits/selective reviews/and other USAC correspondence
 - viii. Retain documents
 - ix. Develop/submit reports and comments in response to state and federal information requests
 - x. Provide Erate eligibility estimates for service proposed and impacts on pricing.
- C. CATEGORY 3: District Network Support Services.** If bidding on Category 3, the vendor **must** provide District Network Support Services; however, these services **shall** be purchased at the sole discretion of the education service cooperatives, public school districts, and public charter schools on an as needed, if needed basis. The State of Arkansas **shall not** guarantee any minimum or maximum amount of the vendor's services during the term of the contract. Usage **shall** be determined by the aforementioned schools/cooperatives and **shall** be guided by customer satisfaction and affordability. If purchased by the schools/cooperatives, the vendor **will** provide district network support services, which **shall** include but not limited to the following services:
- 1. Network assessment,
 - 2. Network design and upgrade expertise,
 - 3. Network, server and workstation administration support,
 - 4. Application support services for public charter schools, public school districts, and regional educational service cooperatives.

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5. In addition, the vendor **will** provide the following services which **shall** include but not be limited to:

- a. Inventory local hardware and software and maintain up-to-date records
- b. Determine the versions and patch levels of virus/malware and operating system software
- c. Determine performance issues in the district network
- d. Provide reports and recommendations for mitigating network problems
- e. Diagnose and resolve desktop application problems
- f. Workstations and laptops for various applications
- g. Assist with engineering, planning and design of network upgrades
- h. Assist with developing requirements documents
- i. Assist with data protection and migration
- j. Develop and maintain documentation for upgrades, enhancements and implementation efforts

2.2 ERATE REQUIREMENTS (applicable to all categories of services described in Section 2):

- 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 RFP **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 E-Rate 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**:
1. Contribute to the Universal Service Fund
 2. Provide telecommunications services on a common carrier basis
 3. File an FCC Form 498, Service Provider Information Form
 4. Obtain a Service Provider Identification Number (SPIN) through the FCC Form 498
 5. File an FCC Form 473, Service Provider Annual Certification Form, on an annual basis
 6. File an FCC Form 499
 7. 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.
- I. The vendor **must** maintain the Service Provider Annual Certification Form (FCC Form 473).
- J. 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.
- K. The vendor **must** ensure that all services for which E-Rate discounts are being requested under the contracts resulting from this RFP, 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>
- L. 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>
- M. 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.
- N. 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.
- O. The vendor **must** have an internal audit process in place to ensure compliance with E-Rate program rules and regulations.

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- P. 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)).
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 are 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 RFP.
- Q. 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 Other Requirements:

- A. If bidding on Category 1 or 3, the vendor **must** have three (3) years' experience providing telecommunication management services of a similar nature, scope, complexity, and responsibility on behalf of at least one public governmental entity, or the vendor **must** have three (3) years' experience providing telecommunication management services of a similar nature, scope, complexity, and responsibility on behalf of at least one private corporation entity that has a full-time employee count of 200,000 or more and the corporation has a unique address location office building count of 80 buildings or more where the corporate buildings are networked together.
- B. If bidding on Category 2, the vendor **must** have three (3) years' experience providing Network Management Services and E-Rate coordination services of a similar nature, scope, complexity, and responsibility on behalf of at least one public governmental entity.
- C. The vendor **shall** understand and agree that the State agency requires most meetings between the vendor and the State agency to be held at the State agency office in Little Rock, AR. However, in the event that the State agency requires a meeting at the vendor's office, an office within the geographic boundaries of the state of Arkansas **shall** be the only location where any such meeting **shall** be held. The State agency **shall not** travel outside the state of Arkansas for meetings at the vendor's office.
- D. It is highly desirable that the selected vendor provides:
 1. A project manager that is based in Little Rock, Arkansas.

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2. 2. Key personnel assigned to this project to be on-site at ADE for a minimum of six (6) meetings during the initial year of the contract and each renewal term thereof.

SECTION 3 - EVALUATION INFORMATION

TECHNICAL PROPOSAL FORMAT

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

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

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

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

3.1 BIDDER'S BACKGROUND, EXPERIENCE, AND QUALIFICATIONS

A. Company Background

1. Describe your company including the year your company was established, the number of years in business, location of company headquarters and any offices in Arkansas, and the year it began providing telecommunication management services.
2. Describe any recent (3 years or less) or pending mergers, acquisitions, or re-organizations that have been or may be encountered by your company and the anticipated impact of such events on your company.
3. Describe any current legal actions against your company, (pending or resolved within the past three years from date of issuance of this RFP that are or were held in a legal venue within the United States), in particular as it relates to the services you are proposing in response to this RFP, and provide the current status of any such actions.
4. Provide a copy of your latest audited financial statement.

B. Organization and Staffing

1. Provide an organizational chart that identifies the key personnel that you propose to be involved in providing the proposed services and their direct chain of report.
2. Describe the roles and responsibilities of the key personnel assigned to support and oversee this contract and an estimated percentage of time they would be committed to this contract.
3. For each category of services being bid, provide resumes for key personnel as applicable for the category of services being bid (Primary Account Executive, Account Project Manager, Account Technical/Engineering Lead, Network Manager, E-Rate Coordinator, etc.) that will be assigned to this account showing employment history, education, years of experience, relevant certifications, information regarding comparable accounts and roles.

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4. If available, provide a copy of your Service Provider Identification Number (SPIN) (FCC Form 498). This **must** be provided prior to contract award.

C. References

1. Submit a minimum of three (3) letters of recommendation from three (3) different sources or give an explanation as to why three (3) are not submitted. The references should be similar in scope, complexity, and responsibility relevant to Telecommunication Management Services as described in the RFP.
2. If sub-contractors are proposed, three (3) letters of recommendation should also be submitted for each sub-contractor.
3. If letters of recommendation are submitted, the letters of recommendation should:
 - a. Be on official letterhead of the party submitting recommendation;
 - b. Be from entities with recent [within the last five (5) years] contract experience with the bidder;
 - c. Be from individuals who can confirm the bidder's qualification relevant to this RFP;
 - d. Reference work similar to the category of service being proposed;
 - e. Be limited to organizational recommendations, not personal recommendations;
 - f. Be dated within six (6) months of the proposal submission date;
 - g. **Not** be from current ADE employees or programs.
4. References **will** be contacted and asked to confirm:
 - a. That the provider has, under previous agreement, successfully performed work similar to the category of service being proposed.
 - b. That the provider met all obligations under the aforementioned agreement with regard to quality of work, completion date, and costs.
 - c. The vendor's project approach was organized, methodical, and applicable to your project.
 - d. The company was proactive in managing the project's risks and offered ways to mitigate the project's risk factors.
 - e. The company ensured effective and frequent communication between contractor management and State agency project staff as it relates to the project work and status reporting.
 - f. The company was responsive to changes in technical directions/changes of work scope in the project and utilized a systematic, competent, and documented process for change.
 - g. The company was responsive and timely in responding to project problems, technical issues, or complaints regarding the contractor's staffing or services.
 - h. The written documentation and reports developed by the company were well written and fulfilled project requirements.
 - i. The company provided sufficient and quality staffing resources to fulfill the project's objectives in accordance with the project work plan/timeframes.
 - j. That the provider and all staff conducted themselves in a highly professional and ethical manner.

Reference Information Table

Provide the following information on separate sheets for each of the **three (3)** vendor references provided, as well as for all subcontractor references.

Reference # ____ of ____	Vendor Name:	
Customer Name:		
Address:		
Name of Contact:		
Title:		
Email Address:		
Telephone Number:		
Contract or Service Period (month/year to month/year):		
Types of Services Provided		
Please briefly describe the scope of the services provided:		

3.2 **METHOD OF PERFORMANCE**

A. Method of Performance: For each item below, present information which demonstrates the method or manner in which the bidder proposes to satisfy these requirements and which confirms the bidder's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

1. Performance of RFP Requirements - Address each item listed in this RFP in **Section 2 – SPECIFIC REQUIREMENTS**. Describe how (including the process involved) the specifications **will** be fulfilled or exceeded by the bidder's organization. This description should also include where appropriate: by whom, when, with what, why, where, as well as listing any limitations, or constraints pertaining to the product(s), service(s), capabilities, and other offerings. Where appropriate or applicable the bidder should provide sample reports, etc.

PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.

2. **For each category being bid, submit the following information:**

- a. **CATEGORY 1: Contract and Project Management Services for Telecommunications Transport.**
Describe how the vendor will work with ADE or its designee to manage the statewide ADE to district hub build out, including:

- i. Preparation/planning for network design
- ii. Network equipment standards, configurations, specifications and router protocols for regional vendors
- iii. Coordinating site surveys
- iv. Schedules
- v. Logistics
- vi. Staffing levels/personnel for each region.

Also describe how the vendor plans to manage contracts associated with Invitation for Bid (IFB) Number SP-14-0099, including:

- vii. Non-compliance
- viii. Conflict resolution.

Explain your strategy for:

- ix. Ensuring Arkansas's contracts and pricing for network services and equipment offer competitive rates and comparable services to similarly situated states
- x. Decreasing the costs of ADE network services contracts.
- xi. Define the approach and techniques the bidder proposes to apply for managing and controlling the agency's telecommunication projects. Specifically, oversight of State agency projects, project tracking and progress reporting , scope control mechanisms, time tracking, issue resolution, quality assurance procedures, staff performance monitoring, and project staff transition or replacement.

b. **CATEGORY 2: ADE Network Management Services and Erate Coordination Services.**

- i. **ADE Network Management.** Describe the network management services the vendor **will** provide including statewide:

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1. Capacity management
2. Network management including working with regional vendors to establish network equipment standards, configurations, specifications and router protocols
3. Network monitoring and monthly reports
4. Centralized service desk support (including hours of operation)
5. Staffing levels/personnel.

Explain how the vendor will work with ADE or its designee to manage:

6. Utilization trend monitoring
7. Proactive tracking and coordination of regional trouble tickets
8. Corrective actions through resolution
9. Real-time access to network performance statistics
10. Annual projections/reviews of network costs for state budgetary purposes

- ii. **Erate Coordination Services.** Describe how the vendor will work with ADE or its designee to provide:

1. Erate application/Form filing and coordination services the for the State of Arkansas
2. The Erate application support activities for all Arkansas education service cooperatives, public school districts, and public charter schools.

Explain the provision of:

3. Progressive, year-round training for Erate stakeholders
4. Erate operations and/or policy manuals
5. Sample technology plans
6. Presentations at Arkansas education and technology conferences
7. Web and print-based strategies for communicating with Arkansas Erate stakeholders
8. Telephone help-desk support with additional availability in the days/hours immediately preceding Erate filing deadlines.

Proposals should describe the vendor's ability to:

9. Prepare, file, monitor, track and respond to Erate Forms/audits/selective reviews/and other USAC correspondence
10. Retain documents
11. Develop/submit reports and comments in response to state and federal information requests
12. Provide Erate eligibility estimates for service proposed and impacts on pricing. Describe your process for ensuring that all services for which Erate discounts are requested under the RFP are Erate eligible.

c. CATEGORY 3: District Network Support Services (The purchase of this service shall be optional for the Districts to obtain pursuant to this RFP.) Describe the:

- i. Network assessment
- ii. Network design and upgrade
- iii. Network, server and workstation administration
- iv. Application support services the vendor will provide for the K12 community in Arkansas

Explain how the vendor will:

- v. Inventory local hardware and software and maintain up-to-date records
- vi. Determine the versions and patch levels of virus/malware and operating system software
- vii. Determine performance issues in the district network
- viii. Provide reports and recommendations for mitigating network problems
- ix. Diagnose and resolve desktop application problems
- x. Configure workstations and laptops for various applications
- xi. Assist with engineering, planning and design of network upgrades
- xii. Assist with developing requirements documents
- xiii. Assist with data protection and migration
- xiv. Develop and maintain documentation for upgrades, enhancements and implementation efforts.

Items i – xiv above are highly desirable.

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SECTION 4 CRITERIA FOR SELECTION

EVALUATION CRITERIA

The Office of State Procurement (OSP) will review all proposals to ensure all requirements are met. Proposals meeting the mandatory requirements will then be evaluated by ADE for technical scoring. The pricing evaluation will be completed by OSP, and the cost scores will then be totaled with the technical score to determine the Grand Total score for each category bid for each vendor. The contract(s) will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria table below for each category of service.

Other agencies and consultants of ADE may also examine documents.

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that good-faith judgments must be made by the ADE Evaluation Committee during the assignment of rating points.

For Category 1: Contract and Project Management Services for Telecommunications Transport

Evaluation Criteria / Vendor Response To:	Points Possible
SECTION 4.1, Background, Experience, And Qualifications	300
SECTION 4.2, Method Of Performance	300
Technical Subtotal	600
Cost Points	400
Category 1 Grand Total Possible Points	1000

Cost:

400 points **will** be awarded to the lowest total cost in Category 1. Remaining proposals for Category 1 **shall** receive points in accordance with the following formula: $(A/B) \times (C) = D$

- A=lowest total cost proposal in dollars
- B=second (third, fourth, etc.) lowest total cost proposal in dollars
- C=maximum cost points possible
- D=number of points scored for that particular proposal

For Category 2: ADE Network Management and E-Rate Coordination Services

Evaluation Criteria / Vendor Response To:	Points Possible
SECTION 4.1, Background, Experience, And Qualifications	300
SECTION 4.2, Method Of Performance	300
Technical Subtotal	600
Cost Points	400
Category 2 Grand Total Possible Points	1000

Cost:

400 points **will** be awarded to the lowest total cost in Category 2. Remaining proposals for Category 2 **shall** receive points in accordance with the following formula: $(A/B) \times (C) = D$

- A=lowest total cost proposal in dollars
- B=second (third, fourth, etc.) lowest total cost proposal in dollars

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- C=maximum cost points possible
- D=number of points scored for that particular proposal

For Category 3: District Network Support Services

Evaluation Criteria / Vendor Response To:	Points Possible
SECTION 4.1, Background, Experience, And Qualifications	300
SECTION 4.2, Method Of Performance	300
Technical Subtotal	600
Cost Points	400
Category 3 Grand Total Possible Points	1000

Cost:

400 points **will** be awarded to the lowest total cost in Category 3 Remaining proposals for Category 3 **shall** receive points in accordance with the following formula: $(A/B) \times (C) = D$

- A=lowest total cost proposal in dollars
- B=second (third, fourth, etc.) lowest total cost proposal in dollars
- C=maximum cost points possible
- D=number of points scored for that particular proposal

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There are three categories of services: Category 1: Management Support Services for Telecommunications Transport; Category 2: ADE Network Management and ERate Coordination Services; and Category 3: District Network Support Services. Vendors may bid on one, some or all of the categories of services. The award(s) **shall** be determined by OSP in the best interest of the State of Arkansas.

Pricing from the Official Proposal Price Sheet **must** be separately sealed from the technical proposal response and clearly marked as pricing information. The **electronic version** of the Official Proposal Price Sheet **must** also be sealed separately in an envelope or package container from the electronic version of the technical proposal.

For each category bid, the bidder **shall** state a firm, fixed total price for fulfillment of the RFP requirements for that category. All costs associated with providing the required services **shall** be included in the stated price(s).

Table 1 Required Pricing for Category 1: Management Support Services for Telecommunications Transport

Line Item	Description	Firm, Fixed Annual Cost	Quantity	Extended Costs
001	Contract and Project Management Services for Telecommunications Transport	\$ _____	6 years*	\$ _____
GRAND TOTAL (total potential cost if all renewal options of the contract are exercised):				\$ _____

***NOTE:** Refer to RFP paragraph 1.8 entitled "Term of Contract".

Table 2 Required Pricing for Category 2: ADE Network Management and ERate Coordination Services

Line Item	Description	Firm, Fixed Annual Cost	Quantity	Extended Costs
002	ADE Network Management Services	\$ _____	6 years*	\$ _____
003	E-Rate Coordination Services	\$ _____	6 years*	\$ _____
GRAND TOTAL (total potential cost if all renewal options of the contract are exercised):				\$ _____

***NOTE:** Refer to RFP paragraph 1.8 entitled "Term of Contract".

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Table 3 Required Pricing for Category 3: District Network Support Services

Line Item	Description	Firm, Fixed Cost	Quantity	Extended Costs
004	Network assessment and design	\$_____/per hour	6 years*	\$_____
005	Network upgrade coordination	\$_____/per hour	6 years*	\$_____
006	Remote network server and workstation administrative support	\$_____/per device	6 years*	\$_____
007	Remote device configuration and software/application support	\$_____/per device	6 years*	\$_____
008	Device/Software inventory and recordkeeping	\$_____/per year	6 years*	\$_____
009	On-site troubleshooting- device configuration and software/application support	\$_____/per hour	6 years*	\$_____
010	On-site troubleshooting- network operations	\$_____/per hour	6 years*	\$_____
GRAND TOTAL (total potential cost if all renewal options of the contract are exercised):				\$_____

***NOTE:** Refer to RFP paragraph 1.8 entitled "Term of Contract".

For all service categories being bid, the bidder may provide firm, fixed pricing for any available optional services which are in addition to the RFP requirements for the telecommunication management services solution. These optional services will not be included in the cost evaluation. OSP reserves the right to determine the appropriateness of all optional services being offered and to include or exclude any optional item from a contract award.

Table 4 Optional Pricing

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

Appendix 1
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
CCSS – Common Core State Standards
CIV – Compressed Interactive Video
DIS – Department of Information Systems
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
LAN – Local Area Network
OSP – Office of Procurement
PARCC – Partnership for Assessment for Readiness of College and Careers
PIA – Program Integrity Assurance
QDLS – Quality Digital Learning Study
RFP – Request for Proposal
SETDA – State Education Technology Directors Association
SLD – Schools and Libraries Division
SLO – Service Level Objective
SPIN – Service Provider Identification Number
USAC – Universal Service Administrative Company
USF – Universal Service Fund

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.

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.

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 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.

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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.

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.

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APPENDIX 2
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
PRAIRIE GROVE SCHOOL DISTRICT	500 COLE	Prairie Grove	72753	479/846	2
ROGERS SCHOOL DISTRICT	500 W WALNUT ST	Rogers	72756	479/636	2
SILAM 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

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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

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

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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
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

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DEWITT 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
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

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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
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

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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	Hattievile	72063	501/354	9

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.

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.

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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.

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

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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.