STATE OF ARKANSAS

DEPARTMENT OF SHARED ADMINISTRATIVE SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

INVITATION FOR BID

SOLICITATION DOCUMENT

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

Solicitation Number:	SP-27-060-IFB K12 Internet		
Procurement Specialist:	Oli Hill	**Email:**	Oli.L.Hill@arkansas.gov

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Department of Shared Administrative Services (SAS), Office of State Procurement (OSP) for the Office of State Technology ("OST" or "Department") to obtain pricing and a contract(s) for telecommunication services for K12 schools. The services that are being bid here are designed to support the State network for Primary public schools.

Prospective Contractors should direct all questions, comments, or concerns regarding this Solicitation to OSP, not the Department.

1.2 BIDDERS CONFERENCE

A. OSP will host a bidders conference to provide additional information and clarification regarding the solicitation and price sheet.

B. While attendance of the bidders conference is not mandatory, Prospective Contractors are highly encouraged to attend.

C. The conference will take place on November 20, 2026 at 1:00 p.m., Central Time.

D. The conference is important for Prospective Contractors to understand the tasks a Prospective Contractor will perform when completing and submitting their response.

E. Prospective Contractors may attend the conference via Microsoft Teams.

Teams Meeting Link:	https://teams.microsoft.com/meet/291734153638224?p=31AY1HyAOcATEK60mI
Meeting ID:	291 734 153 638 224 0
Passcode:	pt3Fe7gi
Call in (audio only):	501.244.3310 or find a local number

1.3 LIVE BID OPENING INFORMATION

Bid submissions are subject to a public opening during which names of Prospective Contractors will be read aloud. Information for attending the public opening is provided below:

Teams Meeting Link:	https://teams.microsoft.com/meet/2842510090650221?p=Ftw8oeDVBfPqti1eHh
Meeting ID:	284 251 009 065 022 1
Passcode:	Ep6Dv7Nt
Call in (audio only):	501.244.3310 or find a local number

1.4 TYPE OF CONTRACT

A. As a result of this IFB, the State intends to award a contract to multiple contractors (see *Contractor Selection*).

B. The anticipated starting date for any resulting contract is July 1, 2027 except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

C. The initial term of a resulting contract will be for four (4) years. Upon mutual agreement by the Contractor and Department, the contract may be renewed for up to three (3) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.5 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.

B. The terms "Invitation for Bid," "IFB," and "Solicitation" are used synonymously in this document.

C. "Prospective Contractor" means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.

D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.

E. "Responsive Bid" means a bid submitted in response to this Solicitation that conforms in all material respects to this IFB.

F. "**Shall**" and "**must**" mean the imperative and are used to identify Requirements and Specifications. Failure to meet a "shall" or "must" may cause Prospective Contractor's response to be rejected.

G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.

H. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

I. "Subcontractor" means a business or person that contracts with the Contractor to perform a portion of the work or services required by the resulting contract.

1.6 CONTRACTOR SELECTION

A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based

on the lowest average cost over 48 months for each location submitted by the Prospective Contractor.

B. Negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:

   1. All bids received from responsive and responsible bidders exceed available funding; or

   2. It appears that additional savings to the state may result from negotiation.

C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.

D. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.

E. Negotiations are conducted at the sole discretion of the State.

F. Once an anticipated Contractor has been determined, the anticipated award will be posted to the OSP website.

G. It is the Prospective Contractors' responsibility to check the OSP website for the posting of an anticipated award.

H. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract.

I. These notices are anticipated awards only and are subject to protest.

J. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

1.7 CLARIFICATION OF SOLICITATION

A. Prospective Contractors **shall** submit questions about this Solicitation by December 2, 2026, using the SAP Business Network Message Board.

   1. Prospective Contractors **must** be registered in the SAP Business Network to submit their questions.

B. Questions submitted after the deadline may not be addressed.

C. Prospective Contractors should download *Attachment A: Written Questions*, posted with the Solicitation, to itemize and submit questions.

D. For each question submitted, Prospective Contractors should reference the specific Solicitation item number to which the question refers, as applicable.

E. Prospective Contractors should use the Clarification of Solicitation period to:

   1. Ask questions about requirements of the Solicitation

   2. Clarify Prospective Contractor assumptions

   3. Address pricing concerns

   4. Notify the State of any Requirement that precludes the Prospective Contractor from submitting a Responsive Bid

F. Written questions will be consolidated and responded to as appropriate.

G. A consolidated response is anticipated to be posted by the close of business on or around December 11, 2026.

H. If questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

I. Prospective Contractors may contact the OSP Procurement Specialist with non-substantive questions at any time prior to the bid opening.

J. An oral statement by OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

K. Only an addendum written and authorized by the State will modify the Solicitation.

1.8 RESPONSE DOCUMENTS

A. All bids **must** be submitted through the SAP Business Network.

1. Prospective Contractors **must** be registered in the SAP Business Network to submit their bids.

B. To ensure compatibility, all documents **must** be submitted using Microsoft Office or Adobe compatible formats.

C. Prospective Contractors **shall** utilize the *Bid Response Packet* attached with the Solicitation to submit their bids.

D. The following items are bid Submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.

1. Signed *Bid Signature Page*; signature may be ink or digital.
2. Completed *Bid Response Packet*, which **must** be in English.
3. Official Solicitation Price Sheet posted with the Solicitation (see IFB Section 1.9 for information about pricing)
4. Copy of Prospective Contractor's *Equal Opportunity Policy*
    a. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
    b. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
5. *Proposed Subcontractors Form* (see Standard Commodities Contract, section 14)

E. The following items, which **must** be submitted prior to a contract, may also be included with the Prospective Contractor's response:

1. *EO 98-04: Contract and Grant Disclosure Form* (see Standard Commodities Contract, section 11)
2. *Voluntary Product Accessibility Template* (VPAT), if applicable

F. Prospective Contractors may include a redacted copy of their bid (labeled *Redacted*), if desired (see IFB Section 3.5 *Proprietary Information*)

G. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter, promotional materials, or marketing information.

H. Bids **must** be submitted in the English language.

I. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.

J. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid.

1.9 PRICING

A. Prospective Contractors **shall** utilize the *Official Solicitation Price Sheet* posted with the Solicitation to submit their bids.

B. Prospective Contractors **shall not** alter the *Official Solicitation Price Sheet* except as instructed within the sheet.

1. Material alterations to the *Official Solicitation Price Sheet* may result in rejection of the Prospective Contractor's bid.

C. If the Solicitation does not allow for accurate pricing, Prospective Contractor should notify the OSP Procurement Specialist during the Clarification of Solicitation period (see IFB Section 1.7).

D. If the Solicitation does not provide a specific line item for a service or item required to meet the Requirements of the IFB, pricing for that service or item should be rolled into pricing for another line item so it is accurately captured in the overall price submitted for determining the lowest bid.

E. In case of errors in formulas or extensions, unit prices **shall** govern.

F. Pricing **must** be proposed in U.S. dollars and cents.

G. Quantities stated are estimates only and are not guaranteed.

H. Prospective Contractors **shall** submit unit price on the estimated quantity and unit of measure specified.

I. The Contractor **shall** honor submitted pricing regardless of quantities ordered by the State.

J. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.

1. A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.

K. State or local sales taxes should not be included in the price.

SECTION 2 – SCOPE AND REQUIREMENTS

2.1 BACKGROUND AND CURRENT ENVIRONMENT

OST intends to obtain, for the duration of this contract, services that reflect the industry's latest technology. OST recognizes that there will be technological modifications and improvements that will become available during the life of this contract that will be unavailable on the date of the contract award. Contractor(s) may make upgrades consistent with the contract.; however,

All items offered under this contract **must** remain within the scope of the contract in discount and functionality.

The State Educational Technology Directors Association (SETDA) and Federal Communications Commission (FCC) had recommended minimum targets for K12 bandwidth in preparation for future demand. Initially SETDA/FCC recommended bandwidth requirements of 100Kbps per student for each school district. The State opted for a bandwidth of 200Kbps per user to provide additional bandwidth to each district.

The K12 network was initially bid in the spring of 2014 and again in 2020 as the term of each contract reached the State maximum number of 7 years. The 2014 bid required the Contractors to bid a range of bandwidths to the district hubs that provided bandwidths up to 1Mbps per user for future growth. The Contractor provided network was to have the capacity to provide concurrent access to world-class educational content for all students and staff with the ability to grow and adapt to meet future demands. The IFB provided the infrastructure to allow the State to purchase broadband access while keeping ahead of future demand. The recommendations called for schools to provide a minimum circuit capacity of 1Mbps per user in the 2017-2018 school year. This was not intended to represent actual Internet access bandwidth usage. Because the usage per student is higher for smaller districts since they **must** use the Internet for more learning opportunities, SETDA moved to a sliding scale in 2016. Figure A shows the SETDA initial and revised targets.

Figure A – SETDA Published Objectives

SETDA Published 2012			Revised SETDA Published 2016	
Less than 1000	100Kbps/students (100M minimum)	1Mbps/student	1.5Mbps/user (100M minimum)	4.3Mbps/user (300M minimum)
1000-3000	100Kbps/students (100M minimum)	1Mbps/student	1Mbps/user	3Mbps/user
Greater than 3000	100Kbps/students (100M minimum)	1Mbps/student	700Kbps/user	2Mbps/user

2.2 OBJECTIVE AND GOALS

A. The Office of State Technology (OST) seeks to purchase bandwidth and that lowers the school's cost per unit. of bandwidth.
B. With determination of the award of this IFB, OST will set rates that include the awarded Contractor's site, aggregation circuit, and backbone costs.
C. Once the rates have been established, the Arkansas Department of Education and some school districts for connectivity within a district will make a determination of bandwidth to be ordered by balancing the bandwidth needed for their services along with their budget available.
D. OST will order the new services and when completed by the awarded contractor will dispatch an OST field technician or Arkansas Public School Computer Network (APSCN) technician to work with the

OST Network Operations Center (NOC) to complete any site router changes and turn up the new service.

E. OST will utilize up to nine (9) State aggregation sites, geographically dispersed throughout Arkansas. These State aggregation sites include three (3) State data centers and six (6) Arkansas Research & Education Optical Network (ARE-ON) huts. ARE-ON huts are State assets with environmental controls, physical security, battery power, emergency generators, 24-hour access, and other elements needed for the latest technology and network designs. The ARE-ON sites can only provide -48volt DC power with an A and B buss. The nine (9) State aggregation sites are listed in Figure B below. If the Prospective Contractor bids connectivity to the Location Code LTRKAR42 they are asked to also bid to LTRKARXZ. This is to give OST more flexibility for future growth.

Figure B, State Aggregation Sites

Location Code	Location Name	Address	City	Zip	NPA/NXX
ALMA	ARE-ON Alma	6803 Alma Hwy	Van Buren	72956	479/474
HOPE	ARE-ON Hope	#1 358 Hwy 174 N	Hope	71801	870/777
LTRKARXZ	Little Rock Datacenter -West (OST) - Primary	11025 Anderson Drive	Little Rock	72212	501/225
LTRKAR42	Little Rock MAC Datacenter (OST)- Secondary	1 Capitol Mall	Little Rock	72203	501/372
LWLLAR66	Arkansas State Police Datacenter- Primary	1120 W Monroe Avenue	Lowell	72745	479/751
MTHO	ARE-ON Mountain Home	195 High Avenue	Mountain Home	72653	870/425
NLRK	ARE-ON North Little Rock	2809 Eanes Road	North Little Rock	72117	501/758
NWPT	ARE-ON Newport	3714 Comet	Newport	72212	870/523
PNBL	ARE-ON Pine Bluff	2300 W 18th Ave	Pine Bluff	71603	870/534

2.3 TECHNICAL REQUIREMENTS

A. The telecommunications services **must** support the transport of the existing applications and related data currently being utilized.

B. The handoff for all proposed services **must** be symmetrical, business-grade Ethernet services with a Committed Information Rate (CIR) equal to 100 percent of the provisioned bandwidth. Residential, consumer, or best-effort broadband services are not permitted, regardless of labeling or marketing.

1. The State's network monitoring tools, including interface utilization and QoS performance metrics collected at the State-facing demarcation point, **shall** constitute acceptable evidence for identifying potential CIR and SLA violations. The Contractor **shall** cooperate in joint testing and remediation when such evidence indicates sustained underperformance.

C. The solution(s) **must** allow the existing applications to function normally and perform properly, including but not limited to:

   1. Internet access
   2. High Volume Database transmission
   3. Network Monitoring
   4. Security Monitoring
   5. Content Filtering
   6. Education applications
   7. Agency Services hosted by OST, the agencies in State Data centers, or in the cloud

D. The equipment **must** support virtual private network traffic between the school sites, and the State aggregation sites for some of the above applications as determined by OST.

E. The Contractor **shall** be able to provide up to three (3) VLANs on a single Ethernet hand-off at school sites.

F. The network handoff for all Ethernet connections **must** meet the following requirements:

   1. 100Mbps and below **must** be 100BaseT (copper) connections or 1000BaseSX as specified by the customer when the service is ordered.
   2. Between 100 Mbps and 1Gbps **must** be 1000BaseSX unless specified differently by the customer when the service is ordered.
   3. Between 1Gbps and 10 Gbps **must** be 10GBase-SR unless specified differently by the customer when the service is ordered.
   4. Between 10Gbps and 100 Gbps **must** be 100GBase-LR4 unless specified differently by the customer when the service is ordered.

G. The telecommunications services **must** be compatible with customer public or private IPv4 and IPv6 addressing.

H. The basic design for this network should be one that will, at some sites, support applications that require minimal loss and low latency.

I. The Ethernet Class of Service (CoS) **must** be provisioned as Business Critical – Medium. OST is currently utilizing only two priority queues, “EF” and “AF31” along with the standard “Best Effort” class.

J. Future applications may require utilization of additional priority queues.

K. The Contractor’s infrastructure **must** honor and act upon packets or frames with traditional QoS or CoS markings.

L. The Contractor **shall** support a minimum of four (4) priority queues and the “best effort” class

M. OST prefers Layer 2 switched connectivity. Where a Contractor provides Layer 3 services inside their network, the hand-offs to the State **must** be Layer 2, with distinct VLAN tagging at each end.

N. If OST needs a private network address as specified in Request for Comments RFC 1918 (Network Address Translation), the State will allocate IP addresses out of the RFC 1918 address space.

O. Each proposed service demarcation point **must** be clearly labeled with applicable Circuit Identification.

P. All Contractor Ethernet connections **must** be configured to support IEEE 802.1Q "tagging".

Q. The handoff for all proposed services **must** be symmetrical.

R. Contractors **shall** establish connectivity in the most cost- effective manner possible.

S. Services will be terminated in State provided routers located in the State Data Centers, State Aggregation sites, and individual school distribution hub sites.

T. Connections to the State network **must** be utilized to provide access to hosted services and administrative functions.

U. OST requires no multicast traffic filtering to be present on the circuit as this interferes with our internal use of the OSPF routing protocol.

V. The connection to the State network can be provided via an IP VPN connection or an Ethernet connection to a State Data Center, which are currently primarily located at:

1. The Little Rock MAC Data Center
   1 Capitol Mall
   Little Rock, AR, 72201

2. The State Data Center West
   11025 Anderson Dr.
   Little Rock, AR, 72212

3. The Arkansas State Police Data Center
   1120 W. Monroe Ave
   Lowell, AR, 72745

2.4 ETHERNET OR OTHER TECHNOLOGY CONNECTGIVITY TO SCHOOL DISTRICT HUBS

A. Contractors **shall** bid both of the following connections as part of this category of service:

1. School district hub to Contractor aggregation location

2. Contractor aggregation location to a state aggregation site

B. Contractors bidding on this service **shall** bid Ethernet or other comparable technology for connectivity from the school district hub to a Contractor's aggregation location, then from the Contractor's aggregation location to a State aggregation site.

C. Contractors may bid on connecting to one, some, or all of the State aggregation sites listed in the IFB.

D. Contractors **shall** establish connectivity in the most cost-effective manner possible.

E. Service will be terminated in State-provided routers located in State aggregation sites.

F. If awarded multiple school district hub addresses, the Contractor **shall** consolidate transport from multiple school district hubs on the connection between the Contractor aggregation location and the State aggregation site.

G. The State's expectation is that individual aggregation circuits will be used for a combination of school, rural health, and State agency transport. The State can apportion the costs between federal programs (i.e. E-rate and Rural Health Care).

2.5 METROPOLITAN AREA NETWORKS (MANS)

A. It is understood that some districts encompass multiple exchanges or Contractor service areas, and some districts face geographic challenges. To overcome these challenges, OST will accept bids for alternate technologies, including:

   1. Switched Ethernet
   2. Dark fiber point-to-point
   3. Fixed wireless
   4. Ethernet point-to-point

B. MANs **must** be established and bid in the most cost-effective manner possible.

2.6 BACKBONE TRANSPORT (STATE AGGREGATION SITE TO STATE AGGREGATION SITE

A. The backbone transport will be used to connect the aggregation sites.

B. After the bid is awarded, the State will order the bandwidth needed and will work with the Contractor to determine that their circuit design will provide as much diversity as is available.

2.7 HIGH BANDWIDTH INTERNET ACCESS

A. The Contractor **shall** provide symmetrical, business-grade Direct Internet Access (DIA) with a Committed Information Rate (CIR) equal to 100 percent of the provisioned bandwidth. Residential, consumer, or best-effort Internet services are not permitted, regardless of labeling or marketing.

B. The Contractor's routers **must** peer via Border Gateway Protocol version 4 (BGP4) with the State routers.

C. The Contractor **shall** advertise State owned IPv4 and IPv6 address ranges.

D. The State will administer the IP addresses in the State's own IP address ranges.

E. Any routing protocols shared **must** require authentication, OST will provide the Contractor with a shared key that will be configured on all neighboring connections.

2.8 DDOS

A. The Contractor should provide options or capability for inline Distributed Denial of Service detection, with 24/7 traffic analysis, monitoring and mitigation of attacks targeting State of Arkansas public IP address ranges.

B. The Contractor should provide a secure portal for visibility to monitor, manage, and control distributed denial-of-service protection for OST networks, applications, or IP addresses in near real time.

C. The portal should support OST opening tickets, attack notifications, incident communications, attack history, and remediation activities regarding events.

2.9 INSTALLATION

A. Contractor **shall** include all required products and services needed to install a functioning service.

B. Installation costs listed on the Official Bid Price Sheet **must** also include all costs associated with site preparation (wiring, poles [if any], equipment set up, safety requirements, cleanup, etc.) to fully install the site and restore the site to pre-installation conditions as determined by the site owner.

C. Contractor will not be responsible for paying colocation fees inside the State sites.

D. Contractor **shall** unbox and install equipment in locations designated by OST.

E. Contractor **shall** conduct technical interviews relating to Contractor needs at the installation site. Entrance facilities (typically conduit) are the responsibility of the owner/occupant of the property where services are being installed.

F. Contractor **shall** meet with site contact (owner/occupant of property where services are being installed) to arrange and assign necessary site preparation responsibilities (conduit, power, backboard, etc.) in a mutually agreed upon time frame to ensure established due dates are met.

G. Contractor **shall** coordinate with State sites for equipment installations.

H. Contractor **shall** coordinate with OST or their Contractors to minimize interruption to each site.

I. OST will provide on-site personnel to assist with the installation as deemed necessary by OST.

J. OST will provide Contractor with the necessary building access to implement the service.

K. OST will ensure circuit demarcation points are clearly identified.

L. The Contractor **shall** provide experienced and knowledgeable onsite support during installation, as deemed necessary by OST. Onsite support **must** be at no separate cost to OST.

M. Contractors **shall** comply with all applicable codes, licenses, certifications, and standards in the State of Arkansas as it relates to the proposed installation services.

N. Installation involving building modification:

    1. Contractor **shall** have an active Arkansas Contractors license for any installation services that modify existing building structures.

    2. Installation services that do not modify existing building structures as covered under Division of Building Authority regulations are allowed for State agencies. Any installation services over $35,000.00 that modify existing building structures **must** be regulated by the Division of Building Authority (DBA).

    3. Any other entity utilizing this contract **must** follow DBA's rules and regulations regarding installation services.

O. Contractor **shall** only accept move, add, and change orders from authorized OST employees via email or online only. OST will not be responsible for paying bills for service orders not placed by OST.

P. Contractor **shall** provide installation services in a manner and under a time frame designed to minimize service disruption on a schedule that supports OSTs operational needs. These may include nights, weekends, and holidays.

Q. Contractor **shall** cooperate with OST throughout the installation so that affected OST customers can be notified, and emergency alternative communications can be provided by OST, if necessary.

R. Within fourteen (14) days of contract award, Contractor **shall** work with OST to provide an installation plan for the services.

S. The installation plan provided to OST **must** be negotiable and subject to modification and approval by OST.

T. The Contractor **shall** receive written approval by OST prior to commencement of installation.

U. The Contractor **shall** notify both the ordering entity and OST in writing within ten (10) business days after receipt of order if the Contractor is unable to provide services ordered that were awarded as a result of this IFB. OST may, at their discretion, notify the Office of State Procurement (OSP).

2.10 TESTING AND CUTOVER

A. Contractor **shall** perform testing after installation of services to ensure said services are operating properly.

B. Contractor **shall** provide documentation of test results within five (5) business days to dis.network.implementation@arkansas.gov if requested in writing by OST.

C. Installation will not be considered satisfactorily complete until the Contractor has received notification from OST that the installation is accepted, and the installed service is working.

D. The Contractor **shall** be solely responsible for testing.

E. The Contractor **shall** provide testing services in a manner and time frame designed to minimize disruption to the purchasing entities.

F. The Contractor **shall** coordinate with OST throughout testing so that affected OST customers can be notified and emergency alternative communications can be provided by OST, if necessary.

G. Services **must** be performed on a schedule that supports both OST and its customers' operational needs and may include nights, weekends, and holidays.

H. OST will test the system in a live OST-provided environment for a maximum of thirty (30) consecutive calendar days.

I. OST will not accept the service until the availability of 99.95% is met for thirty (30) consecutive calendar days max.

J. If the service up-time falls below 99.95% during OST testing process, OST's testing measurement period will be restarted, beginning with the first day of the thirty (30) consecutive calendar days max. OST will continue testing until either the 99.95% availability requirement is met, or ninety (90) consecutive calendar days max have passed since the testing process began.

K. If the service fails to meet the availability requirement within ninety (90) calendar days after the cutover date, OST will continue acceptance testing on a daily basis upon written mutual agreement of all parties.

L. If the service fails acceptance testing, OST will notify the Contractor of the deficiencies in writing and may submit a below standard Vendor Performance Report (VPR).

2.11 SUPPORT SERVICES

A. The Contractor **shall** provide the State with an Account Manager that will be the single point of contact for account issues and support escalation requests within thirty (30) days of contract award.

B. Contractor **shall** only take direction from OST as the customer of record. End-using entities **must** go through OST with their support issues.

C. Contractor **shall** own and maintain trouble tickets reported by OST until trouble tickets are resolved.

D. Toll-Free Telephone Support Center:

1. Contractor **shall** provide toll-free telephone support.
2. Telephone support **must** be available twenty-four (24) hours a day, seven (7) days per week to begin the restoration process. If access to a facility is required, the ticket may be placed on hold until access can be granted.
3. Contractor's telephone support center staff **shall** be fluent in the English language.

4. Contractor's telephone support center **must** be located with the continental United States of America.
5. Contractor **shall** provide, no later than thirty (30) calendar days from contract award, the toll-free telephone support center number. Contractor **shall** email the toll-free number to ost.network.implementation@arkansas.gov . Prospective Contractors should not include this with their bid response.

E. Contractor's staff **shall** log trouble calls including, at a minimum, the following information:
1. OST Ticket Number (to be issued by OST and provided to the Contractor when reporting trouble)
2. Date and time of call
3. Circuit ID(s)
4. Apparent nature of trouble
5. Arrival time of maintenance personnel (if applicable)
6. Date and time trouble was cleared
7. Cause of trouble

F. The Contractor is expected to provide an online trouble ticket reporting system. All tickets entered by Contractor's personnel via telephone or entered by OST via the Contractor's web portal **must** be viewable by OST.

G. Online trouble reporting system should include, but not be limited to, the following functionality:
1. Ability to create trouble tickets on new or recurring problem(s).
2. Ability to create tickets for informational and test assist purposes.
3. Ability to view trouble ticket information.
4. Ability to monitor the status of open tickets and update open tickets.
5. Ability to generate trouble history reports for chronic problem isolation and monitoring with detailed summary.
6. Ability to generate detailed performance overview reports.
7. Ability to send email notifications to appropriate parties of trouble ticket status changes and updates.

H. The Contractor **shall** participate in Contractor meetings as part of OST's Contractor management program to review service results and arrive at remedies to improve or correct deficiencies. Contractor meetings may be monthly or quarterly.
1. The agenda and location of each meeting will be sent out in advance.
2. Contractor **shall** name a single point of contact. This contract **shall** address all agenda items on-site at a facility provided by OST, or available by Contractor-provided and Contractor-paid conference bridge and/or web meeting, unless otherwise authorized in writing by OST. This contact **shall** be responsible for all aspects of the contract, including but not limited to Contractor performance.

I. Contractor **shall** provide, no later than fourteen (14) calendar days following contract award, the following information. Contractor **shall** email the information to

ost.network.implementation@arkansas.gov. Prospective Contractors should not include this with their bid response.

1. Trouble notifications and response procedures, including time, method, and frequency of Contractor acknowledgement of OST trouble tickets. All response and resolution times in Figure B: Severity Levels **must** be applied.
2. Contact information for Contractor's assigned account specific resources for administrative and technical support to assist in initiating orders, resolving service problems, trouble escalation, billing errors, etc. Personnel should be familiar with the State Network and OST processes. Local resources are preferred.

J. Contractor **shall** provide, no later than thirty (30) calendar days following contract award, the following information. Contractor **shall** email the information to ost.network.implementation@arkansas.gov and ost.contracts@arkansas.gov.

K. Prospective Contractors should not include this with their bid response:

1. Information for accessing the Contractor's trouble reporting system.
2. Contact information for an Account Manager where all troubles will be reported for any of the services or facilities specified in this IFB. The personnel at this location **shall** be responsible for coordinating all efforts to correct troubles and will update OST at intervals to be established by OST and the Contractor.

2.12 OUTAGES

A. Restoration of service after catastrophic events such as fires, storms, earthquakes, or accidental damage **must** be on an around-the-clock basis until service is restored.

B. The Contractor **shall** describe the anticipated level of response and response procedures in case of a catastrophe.

C. The Contractor **shall** provide an escalation procedure, with contact information, able to be implemented 24-hours a day, 7 days a week for critical outages.

D. The Contractor **shall** email the information to dis.network.implementation@arkansas.gov within thirty (30) calendar days of contract award for OST approval. Prospective Contractors should not include this with their bid response.

E. OST **shall** have the right to further define outage terms as deemed necessary during the course of the contract.

F. "Response time" **must** be calculated as the time from which the outage is reported until the time maintenance personnel arrive on site.

G. "Resolution time" **must** be calculated as the time from which the trouble ticket is opened with the Contractor until the trouble is cleared, and notification is received by OST from the Contractor.

H. Response times may be met via remote maintenance procedures.

I. OST business hours are 8:00 a.m. to 5:00 p.m. (Central Standard Time) Monday through Friday excluding State holidays. However, there are critical locations which operate around the clock and require 24x7x365 Contractor support. https://www.sos.arkansas.gov/about-the-office/media-center/news/state-holiday-calendar/

J. The Contractor **shall** provide a toll-free number, which **must** be attended to 24 hours a day, 7 days a week.

K. The Contractor **shall** provide a single point of contact for troubles to be for any services specified in this IFB who **shall** be responsible for correcting the trouble and updating OST at intervals established by OST and the Contractor.

L. The Contractor **shall** accept reports from OST at no additional cost.

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

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

N. Figure C below defines outages and specifies the maximum response time and resolution times based on level of severity.

Figure C

Security Level	Definitions	Maximum Response Time	Resolution Time
1	Critical outages and situations when network services are down and OST customers are unable to use/access the network.	Four (4) hours Around the clock	As quickly as possible, which on average **must not** exceed six (6) business hours, unless otherwise authorized in writing by the OST. OST **shall** retain the right to escalate Level 2 outages to Level 1 at its discretion. For any major outage that cannot be fixed remotely, OST **shall** have the right to request an on-site response. OST requested Contractor on-site response time should be no more than six (6) business hours from time of request.
2	Major outages and/or repeated failure of service preventing its successful operation. The service may operate but is severely restricted (i.e. slow response, intermittent but repeated inaccessibility, etc.).	Six (6) business hours	As quickly as possible, which on average **must not** exceed six (6) business hours, unless otherwise authorized in writing by the OST. OST **shall** retain the right to escalate Level 2 outages to Level 1 at its discretion. For any major outage that cannot be fixed remotely, OST **shall** have the right to request an on-site response. OST requested Contractor on-site response time should be no more than six (6) business hours from time of request.
3	Minor outages and/or a problem that exists with the service, but the majority of the functions/services are still usable, and some circumvention may be required to provide service.	Eight (8) business hours	As quickly as possible, which on average **must not** exceed eight (8) business hours, unless otherwise authorized in writing by the OST.

O. Contractor **shall** provide samples of performance and maintenance reports that are available to OST for the services bid and describe how they can be accessed by OST (i.e. Web interface, telephone or other electronic access). Performance and maintenance reports **must** include, but are not limited to:

1. Network Provisioning Performance.
2. Network Maintenance Performance.
3. Service Billing Performance.

P. The Contractor **shall** email the information to dis.network.implementation@arkansas.gov no later than thirty (30) calendar days following contract award. Prospective Contractors should not include this with their bid response.

Q. Contractor's Service Manager **shall** be required to prepare a Service Action Plan (SAP) for complex outstanding service issues if requested to do so by OST. The SAP **must** be agreed upon by OST. OST will conduct reviews to audit progress in implementing Service Action Plans in order to document and measure progress towards the desired outcome.

R. Contractor **shall** comply with the Telecommunications Service Priority (TSP) Program, a Federal Communications Commission (FCC) mandate for prioritizing service requests by identifying those services critical to National Security and Emergency Preparedness (NS/EP) and be in compliance with all Arkansas Public Service Commission and FCC requirements.

2.13 SERVICE LEVEL AGREEMENTS (SLA)

A. The Contractor **shall** provide OST with a copy of all available SLAs within thirty (30) days of contract award.

B. Documentation **must** include instructions on how to obtain any available credits offered in the SLAs

2.14 SCHEDULE

A. Contractor **shall** submit a proposed timeline schedule, in calendar days, of the time required for the various components consisting of facilities check, design, engineering, construction, central office or point of presence upgrades, installation, training, testing, and service acceptance to provide for a cutover date. Contractor **shall** email the information to dis.network.implementation@arkansas.gov and dis.contracts@arkansas.gov no later than thirty (30) calendar days following contract award. Contractor should not include this with their bid response.

B. If the proposed timeline schedule exceeds the requested initial installation interval of thirty (30) calendar days or the proposed initial Contractor service date, it **must** be subject to OST approval.

C. No later than thirty (30) calendar days following contract award, OST and the Contractor **shall** negotiate a mutually agreeable installation plan for the services.

D. The services **must** be installed in a manner and within a time frame designed to minimize disruption of normal functions of all entities.

E. The conversion of service **must** be performed on a schedule that supports OST and their customers' operational needs and may include nights, weekends, and holidays.

2.15 DELIVERY AND PROVISIONING OF SERVICE

A. The Contractor **shall** deliver service within service interval business days after receipt of the order (ARO).

1. Extended delivery dates may be considered when in the best interest of the State, including situations involving crossing public rights-of-way. OST **shall** have final determination into which of the following scenarios services fall.

Scenario
Existing Fiber to site (if owned by awardee) or direct line of sight available for Fixed wireless or other technology
Minor Build includes locations with spare fiber to the customer demarcation point and no major equipment installation is required by the awardee in the Central Office (CO) or inter- office.
Major Build includes locations where construction is required including up to half mile of new fiber, multiple splice points and/or placing CO or inter-office equipment.
Complex Build includes locations involving permits, conduit, and more than a half mile of new fiber and/or major central office projects including installing core routers

B. State purchasing entities **must** go through OST to acquire services. Contractor **shall** only accept orders in reference to the contract from OST.

C. OST will communicate in their purchase order the option to have Contractor equipment delivered to the end user service address or to OST's central warehouse at:

1. Office of State Technology
   501 Woodlane St, Suite 320S
   Little Rock, AR 72201

D. All deliveries **must** be made during normal State business hours and within the agreed upon number of days unless otherwise arranged and coordinated with DIS. The Contractor **shall** give OST immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

E. The Contractor **shall** be responsible for damage to property at agency facilities during installation of system and for damage to Contractor owned property caused by the Contractor.

F. If any agreement or established due date or interval is subject to being missed by more than three (3) business days, OST **must** be notified immediately. If a new due date cannot be established, OST may cancel the order and alternate methods of procurement may be pursued.

2.16 FORCE MAJEURE

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

2.17 E-RATE PROGRAM REQUIREMENTS

A. Universal Service Support Mechanism for Schools and Libraries (commonly referred to as the "E-Rate" program). The Telecommunications Act of 1996 directed the Federal Communications Commission (FCC) to "establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries." As a

result, the FCC created what is commonly called the E-rate program and then empowered the Universal Service Administrative Company (USAC) to administer it. Today, the Schools and Libraries Division (SLD), a division of USAC, administers the program.

1. The billed entity for schools and libraries **must** apply and receive approval annually for E-rate discounts on the eligible services that they have procured competitively from eligible service providers.
2. All of the services and products requested in this IFB will be made available to schools, educational service cooperatives, and other E-Rate entities statewide.

B. E-Rate knowledge required:

1. OST **shall** exclusively use the BEAR process when filing for E-Rate reimbursement
2. Because this IFB includes products and services that are eligible for E-rate discounts, every aspect of this procurement, the resulting "Consortium Contract(s)", the services/products delivered, the timing and location of product/service delivery, and how those products/services are invoiced **must** comply with all of the E-Rate rules, regulations, and guidelines that apply.
3. To be eligible for E-rate discounts, E-rate program rules as amended require that recurring services and non-recurring "internal connections" not be delivered before the start of the E-rate funding year (July 1) respectively, of the associated funding year. E-Rate Entities utilizing the Consortium Contract(s) reserve the right to proceed with orders before the July 1 service start dates.
4. All E-Rate program participants—applicants, service providers, and consortia—are required to maintain documentation that demonstrates compliance with the statutory or regulatory requirements for all E-Rate program purchases of equipment and services. E-Rate participants **must** keep these records for a period of 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request, whichever date is later.
5. For information about what the E-rate program is, what it requires, and how it works, go to: https://www.usac.org/e-rate/.

C. E-Rate participation and good standing required.

1. The Contractor should provide the Contractor's Service Provider Identification Number ("SPIN") with its bid response at the top of the price sheets where contractor prices are provided.
2. During the term of any Consortium Contract(s) resulting from this IFB, the Contractor **must** timely file with the FCC a Service Provider Annual Certification Form (FCC Form 473 or "SPAC").
3. In addition, if the Contractor is more than a de minimis provider of eligible telecommunications or Voice over Internet Protocol ("VoIP") services, as the FCC defines those terms, and if the Contractor is proposing to provide eligible telecommunications or VoIP services, the Contractor **must** also timely apply for and obtain a Filer ID.
4. FCC "Red Light Rule" Disclosure. The FCC applies its "Red Light Rule" to service providers who are delinquent in their non-tax debts to the FCC. Once the rule is applied, USAC stops payment on all of the "red-lighted" service provider's E-rate invoices; stops reimbursing schools and libraries for the discounted portion of payments made in full to that service provider; and stops action on any pending request for E- rate discounts on goods and/or services from that service provider. If that service provider fails to pay the outstanding debt or make otherwise satisfactory arrangements within 30 days of being notified, USAC will dismiss all outstanding requests for funding associated with that service provider.

5. Therefore, if the Contractor is or has been subjected to the FCC's "Red Light Rule," the Contractor **shall** disclose this in its bid and explain the circumstances. After Consortium Contract award, the parties **shall** mutually agree upon the timeframe and notification methodology for notification of any "red light" action against the Contractor.
6. OST **shall** have the right to disqualify from contract consideration any Contractor/service provider to which the Red Light Rule is being applied and, if a Consortium Contract has already been awarded, to terminate it for this reason.

D. The Contractor **shall** comply fully with all of the E-rate program's requirements, including all of those that USAC issues. For a complete program overview, go to: https://www.usac.org/e-rate/learn/videos/#About-E-Rate

2.18 FUTURE LOCATIONS

1. The Contractor with the lowest average cost per Mbps of all Contractors for all locations who bid in that exchange will be given the first right of refusal to furnish service to the new location at the current prices quoted for the address where the Contractor was the lowest.
2. Each subsequent low bidder will be given next right of refusal.
3. If a Contractor cannot be obtained from the existing Contractor pool for that exchange, the State will then procure by the appropriate procurement vehicle based on the anticipated dollar amount.

2.19 AWARD CRITERIA

A. The award for each location will be determined by the lowest Average Cost per Mbps for each location.

B. Lowest Average Cost per Mbps is calculated by Speeds, Installation, Special Construction, Monthly Port, Monthly Transport, Surcharges, and Other Fees.

C. Surcharges and Other Fees does not include sales taxes. OST understands that amounts for Fees and Other Surcharges may fluctuate over time. In the event of a reduction in Fees or Other Surcharges, the Contractor **shall** pass this decrease along to the State. In the event of an increase to Fees or Other Surcharges, the Contractor **shall** provide notice and documentation that the increased Fees and Surcharges being passed to the State are the result of an increase to the Contractor.

D. If a Contractor bids Internet service to a State aggregation site, the Contractor **must** bid all required speeds.

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

F. Bids **must** meet or exceed all defined specifications.

G. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

2.20 BILLING PROCESS AND MANAGEMENT

A. Contractor **shall** describe their process for resolving billing errors and **must** provide direct contact information for the representative or team that OST should report billing errors to. Contractor **shall** send this information to ost.contracts@arkansas.gov and ost.accounts.payable@arkansas.gov no later than thirty (30) days following contract award. Prospective Contractors **shall** not include this with their bid response.

B. Contractor **shall** conduct a first bill review meeting with OST within thirty (30) days of the first billing cycle to verify the accuracy of the contract billing. At least one (1) Contractor representative **shall** be on site at OST for the bill review meeting unless permission has been given by email from OST to not be on site. The representative or team that OST should report billing errors to **shall** attend the first bill review meeting. Contractor **shall** provide, at their expense, a conference bridge or web meeting allowing all necessary Contractor personnel to participate.

C. Contractor **shall** be responsible for initiating and coordinating this meeting by emailing ost.contracts@arkansas.gov. Failure to do so may result in a negative Vendor Performance Report (VPR).

D. Contractor **shall** conduct a billing audit within thirty (30) days of any changes made to any OST invoices to ensure they are charging the correct contract rates. Examples of changes include, but are not limited to, adding new service locations, modifications to existing service locations, disconnecting services, changes in contract rates, etc.

E. Contractor **shall** notify OST by emailing ost.contracts@arkansas.gov, and OST will notify representative or team identified by Contractor that OST should report billing errors to, as soon as reasonably possible if any billing errors are identified at any time.

F. Contractor **shall** correct billing errors no later than the fourth (4th) billing cycle after the error is found. Billing errors will not be considered corrected until the monthly charges on the invoice are correct per the contracted rates, and all applicable refunds or credits owed due to the billing errors have been applied to the invoice.

G. Contractor **shall** pay OST a monthly penalty fee of 2% of the total invoice amount for any invoices reflecting errors that were identified on the invoice at least three (3) billing cycles prior. Contractor **shall** not remit the penalty fee in the form of a credit or refund applied to the invoice; it **must** be paid directly to OST via check or ACH credit.

H. The State **shall** have the right to withhold payment until billing errors have been corrected and a corrected invoice is received.

I. Contractor **shall** provide a credit or refund for all incorrect charges due to billing errors back to the original date of the error, but not beyond the beginning of the corresponding contract.

J. Contractor **shall** not impose any time restrictions upon OST to identify incorrect charges due to billing errors and request a credit or refund.

K. Contractor **shall** set up and maintain account billing on an ongoing basis for no additional charge as directed by OST to facilitate cost accounting and cost recovery.

L. Each service site billed on the Contractor invoice **must** have a service site address plus circuit ID, telephone number, or equivalent which will be used to identify the site and/or OST customer being billed.

M. Contractor **shall** invoice OST by line of service or speed and in the account, format directed by OST. An invoice with only the address, account number, and amount will not be acceptable.

N. Contractor **shall** stop billing for service on the day notification to disconnect service is received or on a future date if requested. If the Contractor's billing system does not allow this, credits **must** be issued within two billing cycles without OST having to review each invoice and ask for the credits.

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

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

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

R. The following fields for services, equipment, and one-time charges **must** be provided on each invoice as applicable:

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

2.21 PAYMENT AND INVOICE PROVISIONS

A. Invoices **must** be emailed in PDF format to ost.accounts.payable@arkansas.gov. If necessary, invoices may be mailed to:

1. Arkansas Office of State Technology
   ATTN: Accounts Payable
   P.O. Box 3155
   Little Rock, AR 72203-3155

B. Payment **must** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.

C. Contractor **shall** not invoice the State in advance for delivery and acceptance of any goods or services.

D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The Contractor **shall** invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number **must** be referenced on each invoice.

F. Other sections of this Bid Solicitation may contain additional requirements for invoicing.

2.22 CONDITIONS OF CONTRACT

A. The Contractor **shall** observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affects the completion of the work.

2.23 STATEMENT OF LIABILITY

A. The Contractor's liability for damages to the State will be limited to the value of the Contract or $5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

B. Language in these terms and conditions **must** not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

2.24 RECORD RETENTION

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

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

C. Other sections of this Bid Solicitation may contain additional requirements regarding record retention.

2.25 CONFIDENTIALITY

A. The Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and to all Requirements set forth in this Bid Solicitation concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.

C. Previous sections of this Bid Solicitation may contain additional confidentiality Requirements.

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1 ACCEPTANCE OF REQUIREMENTS

A. This IFB incorporates all terms of the *Standard Commodities Contract Template* (found here), unless otherwise negotiated and agreed upon during negotiations.

1. The contract template is attached to the Solicitation as a sample for informational purposes only.
2. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

B. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements of the IFB if selected as the Contractor.

1. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.

C. Qualifications and services **must** meet or exceed the required Requirement as set forth in the Solicitation.

D. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).

1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

3.2 INVOICING AND PAYMENT

A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting https://sas.arkansas.gov/procurement/vendor-resources/.

B. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).

1. To ensure timely processing, all invoices **must** contain the applicable state purchase order (PO) number.
2. Contractors failing to include a valid PO number on an invoice waive any carrying charges, penalties, or fees associated with late payment, pursuant to Arkansas Code Annotated § 19-61-303.
3. The Contractor should invoice the agency by an itemized list of charges.
4. Payment will be made in accordance with applicable State of Arkansas accounting procedures after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.

C. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized purchasing card (p-card) as applicable.

1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.

3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.

4. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

3.3 CONTRACTOR CERTIFICATIONS

A. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the commodities or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:

1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),

2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).

B. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).

C. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).

D. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

3.4 GENERAL TERMS AND CONDITIONS

A. Prior to the award of any resulting contract, the Prospective Contractor **shall** be registered to do business in the State of Arkansas through the Arkansas Secretary of State's office (https://sos.arkansas.gov/).

B. A single Prospective Contractor **must** be identified as the prime contractor.

1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

C. By submission of a bid, the Prospective Contractor represents and warrants:

1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.

   a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).

2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.

D. Prospective Contractor should not discuss the Solicitation or bid, issue statements or comments, or provide interviews to public media during the Solicitation and award process.

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

A. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material.

B. Prospective Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** furnish the product according to brand names, numbers, etc., as specified in the Solicitation.

3.5 PROPRIETARY INFORMATION

A. The release of public records is governed by the Arkansas Freedom of Information Act (FOIA) (Arkansas Code Annotated § 25-19-101 et. seq.).

B. Submission documents pertaining to the Solicitation become the property of the State and are subject to FOIA.

C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA; such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.

E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid.

F. By redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

G. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response.

H. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.

I. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

J. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor.

K. Documents simply marked “Confidential” and not properly redacted will not be considered redacted for the purpose of FOIA.

L. If a redacted copy of the submission documents is not provided with Prospective Contractor’s response, a copy of the non-redacted documents may be released.

M. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.

N. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.