

**Invitation For Bid (IFB)**

**IFB No. 648928**

**ARE-ON Leased Data Circuits**

 **BID RELEASE DATE: July 24th, 2017**

 **BID DUE DATE: Friday August 25th, 2017**

 **BID DUE TIME: 2:30 P.M. CDT**

 **SUBMIT ALL BID TO: University of Arkansas**

 **Business Services**

 **Administration Bldg, Rm 321**

 **1125 W Maple St**

 **Fayetteville, AR 72701**

**Signature Required For Response**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this IFB document, and with all articles within the IFB document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the IFB.

|  |  |
| --- | --- |
| **Vendor Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

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

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**University of Arkansas**

**Arkansas Research and Education Optical Network**

**Invitation For Bid**

**Leased Data Circuits**

1. **Introduction/Scope**
	1. The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville, is releasing this Invitation For Bid to supply leased data circuits for the **Arkansas Research and Education Optical Network (ARE-ON)**.
	2. **Issuing Agency**

This Invitation For Bid (IFB) is issued by the Office of Business Services, University of Arkansas, Fayetteville (UAF). The University Purchasing Official is the sole point of contact during this process.

**Bidder Questions and Addenda**: Bidder questions concerning all matters of this IFB should be sent via email to:

 Whitney Smith, Procurement Coordinator

 Office of Business Services

 wesmith@uark.edu

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this IFB solicitation will be made available on HogBid, the University of Arkansas bid solicitation website: <http://hogbid.uark.edu/index.php>. During the time between the bid opening and contract award(s), with the exception of bidder questions during this process, any contact concerning this IFB will be initiated by the issuing agency and not the Bidder. Specifically, the persons named herein will initiate all contact.

Bidders shall not rely on any other interpretations, changes, or corrections. It is the Bidder’s responsibility to thoroughly examine and read the entire IFB document and any Q&A or addenda to this IFB. Failure of Bidder to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

1. **Requirements/Specifications**
	1. Bidders shall provide pricing for leased data circuits with end-to-end connectivity between the endpoints and bandwidths itemized in Appendix A, Tables 1 and 2. The A-Endpoint for each circuit shall be at the address listed in Table 1. The Z-Endpoint for each circuit can be any of the ARE-ON POP locations listed in Table 2.
	2. Each circuit shall provide a Virtual Private LAN Service (VPLS) through a Multi-Protocol Label Switching (MPLS) network with Layer 2 Ethernet connectivity between the endpoints.
	3. The physical circuits shall be between the endpoints specified in Section 2.1 and an appropriate PE router(s) on the vendor’s MPLS network, with the vendor’s MPLS cloud providing connectivity between circuit endpoints.
	4. Each circuit shall be provisioned as a logical Layer 2 Virtual Private Network (L2VPN) point-to-point connection between each of the college locations and any of the ARE-ON points of presence (POPs) as specified in Section 2.1.
	5. The speed of network traffic over each circuit shall be fully symmetric, that is, able to sustain transmission of data to the full capacity of the provisioned circuit in both directions simultaneously. Vendors shall not oversubscribe the bandwidth of any physical circuit to an endpoint. That is, the bandwidth provided by a physical circuit must be at least the total of the bandwidth of all logical circuit(s) provisioned over the physical circuit.
	6. All circuits will terminate into an appropriate demarcation point to a customer-owned CPE device. That is, the demarcation point for each circuit shall be the Ethernet hand-off to the CPE device at each endpoint.
	7. The physical connections at the demarcation point at the A-Endpoints (i.e., the hand-off to the college-owned CPE router) shall be 1000Base-LX10, that is, 1 Gbps Ethernet utilizing single mode fiber with 10km optics using a wavelength of 1310 nm, or 1000Base-T, that is 1 Gbps Ethernet utilizing twisted-pair Cat-5, Cat-5e, or Cat-6 cabling, the choice of which shall be coordinated with ARE-ON at order time. The physical connections at the demarcation point at the Z-Endpoints (i.e., the hand-off to the ARE-ON owned CPE router at the ARE-ON POPs) shall be 1000Base-LX10 only. If multiple logical circuits are provisioned over a single physical circuit, such as at one of the ARE-ON POPs, each logical circuit shall be broken out and presented as a separate physical Ethernet link to the customer-owned CPE device.
	8. All circuits shall support transmission of Ethernet jumbo frames with a payload of up to 9,000 bytes in size.
	9. All circuits shall support 802.1Q (or dot1Q) tunneling, that is, the customer’s ability to define and preserve VLAN tags on frames transmitted over the circuit without the vendor’s provisioning or intervention.
	10. All vendor-installed equipment at the A-Endpoints (college campus locations) shall be powered with 120 VAC. All vendor-installed equipment at the Z-Endpoints (ARE-ON POP locations) shall be powered with -48 VDC with dual A&B power supplies.
	11. All equipment installed at the endpoints shall support mounting in a 19” wide equipment rack or cabinet.
	12. Vendors shall provide a network operations center (NOC) with a toll-free telephone number that is available 24 hours a day, 7 days a week, including holidays, with qualified personnel to handle trouble reports from ARE-ON.
	13. Vendors shall provide prompt and continuous support for emergency situations until the issue is resolved or a mutually agreeable work-around solution is implemented.
	14. Vendors shall place no limits on the number of cases or trouble tickets that ARE-ON can submit to the NOC.
	15. Vendors shall provide an escalation procedure with appropriate levels of management contacts that ARE-ON at its option may initiate 24 hours a day, 7 days a week for critical outages.
	16. Vendors shall provide a Service Level Agreement (SLA) as a part of the Contract that details 24x7x365 NOC availability, maximum NOC response times, the escalation procedure, and reimbursements or credits to ARE-ON in the event of an outage or outages that render a circuit unusable for an extended period of time.
	17. Vendors shall have a standard notification procedure to notify ARE-ON via email at least 48 hours in advance of scheduled maintenance and via email or telephone as soon as possible in the event of unscheduled or emergency maintenance that is impacting or may impact the availability of a leased circuit.
2. **Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the bid become the property of the State and shall be open to public inspection subsequent to bid opening. Any proprietary information must be identified and sealed separately within proposal [include with Original and any required Copies].

Note of caution: Do not attempt to mark the entire proposal as "proprietary". Do not submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. Cost cannot be considered as proprietary.
3. **Invoicing**
	1. The contracted vendor shall be paid in a timely manner upon submission of properly itemized invoices, after acceptance of services by the University. All invoices must be forwarded to ARE-ON, 155 S. Razorback Rd, ADSB 220, Fayetteville, AR 72701, and must also include the following additional information:

		1. The complete name and address of the vendor.
		2. Invoice Date.
		3. Invoice Number.
		4. Purchase Order Number.
		5. Itemized listing/description of services, unit price and extended line total, for each circuit invoiced.
		6. Itemized taxes, fees, and levies.
	2. The University does not agree to pay interest charges or late fees on any amounts due to vendor.
4. **Pricing**
	1. The Official Bid Price Sheet is available as a Microsoft Excel spreadsheet on the University of Arkansas HogBid bid solicitation web site accompanying this IFB document. Vendors must complete the spreadsheet as described herein and submit the spreadsheet to accompany their bid.
	2. Pricing must be listed on the Official Bid Price Sheet in the format provided and must include shipping, handling, and installation charges if applicable. Failure to submit the bid in this required format may result in disqualification.
	3. The bidder shall specify on the Official Bid Price Sheet the location of the Z-Endpoint for each circuit in the space provided. If the bidder can provide a circuit to one of the other Z-Endpoints *for the same price*, the bidder can specify multiple locations in the space provided.
	4. The pricing shall include the monthly recurring charges for each bandwidth level listed on the Official Bid Price Sheet for the term of the Agreement. Vendors are not permitted to include any non-recurring charges. ARE-ON will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
	5. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the system will be borne by the bidder.
	6. Vendors are not permitted to change the price for any circuit during the term of the Agreement. The single exception to this is that vendors are permitted to make changes in duties and levies arising in connection with the services.
	7. Vendors shall permit ARE-ON to upgrade or downgrade the bandwidth for any circuit upon official request during the term of the Agreement. Vendors shall invoice only those amounts specified for the bandwidth level as listed on the Official Bid Price Sheet. Vendors shall invoice upgrades or downgrades occurring in the middle of a month pro rata based on the first day of availability of the upgrade or downgrade.
5. **Sample of Contract**
Bidder should include sample of contract Terms and Conditions with bid response, if applicable.
6. **Permits and Licenses**
Vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.
7. **Bid Evaluation**

Bids will be awarded on a circuit-by-circuit basis, and as a result there may be multiple vendor awards. All bids will be evaluated based solely on price as specified on the Official Bid Price Sheet. The University of Arkansas reserves the right to withdraw the IFB and to not make a final award if it is in the best interests of the University to do so. Bids not meeting the requirements specified in this IFB or received after the bid opening date and time will be rejected and removed from further consideration.
8. **Term Contract**

The term (“Term”) of this contract will be for a period of thirty-six (36) months from the date of award. If mutually agreed upon in writing by the vendor and the University of Arkansas, the Business Office reserves the option to renew this contract on a yearly basis, not to exceed an aggregate total of seventy-two (72) months. Either party may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) day’s advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.
9. **Contract Information**
	1. The University of Arkansas may not contract with another party:

		1. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 days written notice whenever there are no funded appropriations for the contract.
		2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
		3. To indemnify, defend, or hold harmless any party for any liability and damages.
		4. Upon default, to pay all sums to become due under a contract.
		5. To pay damages, legal expenses or other costs and expenses of any party.
		6. To continue a contract once the equipment has been repossessed.
		7. To conduct litigation in a place other than Washington County, Arkansas.
		8. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
	2. A party wishing to contract with the University of Arkansas should:

		1. Remove any language from its contract that grants to it any remedies other than:
		* The right to possession
		* The right to accrued payments
		* The right to expenses of deinstallation
		* The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
		* The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law.
		1. Include in its contract that the laws of the State of Arkansas govern the contract.
		2. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official.
	3. The University of Arkansas may contract with another party:

		1. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.
		2. To lease any equipment for a period of time which continues past the end of a fiscal year provided that, in the event funds are not appropriated for the equipment described in the agreement, the Agency Purchasing Official may, upon thirty (30) days written notice to the vendor/lessor, cancel the agreement regarding that equipment for which no appropriations are made, or, in the event that there are no funded appropriations from which payment can be made for the Agency Purchasing Official may upon thirty (30) days written notice to the vendor/lessor, cancel this agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.
10. **Agreement Authority**

Vendor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No acts performed or representations made, whether written or oral, by the contractor with respect to third parties shall be binding to the University.
11. **Termination**

The agreement may be terminated, without penalty, by either party, without cause, by giving thirty (30) days written notice of such termination to the other party. Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. In no event shall such termination by the University as provided for under this section give rise to any liability on the part of the University including, but not limited to, claims of vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University’s sole obligation hereunder is to pay vendor for products and/or services ordered and received prior to the date of termination.
12. **Governing Law**

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.
13. **Disputes**

The vendor and the University agree that they will attempt to resolve any disputes in good faith. Subject to the provisions on sovereign immunity herein, the vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.
14. **Indemnification**

Vendor agrees to indemnify and hold harmless the University and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense cost and attorney’s fees arising out of contractor’s performance under this Agreement or as a consequence of the existence of this agreement.
15. **Limitations of Liability**

Vendor acknowledges that, under Arkansas law, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from any damages.
16. **Time is of the Essence**

Contractor and University agree that time is of the essence in all respects concerning this contract and performance hereunder.
17. **Survival**

The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of this contract.
18. **Invalidation of Contract**

Consistent failure to meet sufficient service will invalidate the contract. It will be cancelled and assigned to the next lowest bidder.

**Appendix A**

**Table 1 – List of A-Endpoints**

|  |  |  |
| --- | --- | --- |
| Abbreviation | Name, Address, & Approximate GPS | Bandwidth (Mbps) |
| PCCS | Phillips Community College, Stuttgart2807 Hwy 165 SouthStuttgart, AR 72160GPS: 34.47302, -91.54118 | 50, 100, 250, 500, 1000 |
| PCCD | Phillips Community College, DeWitt1210 Ricebelt AveDeWitt, AR 72042GPS: 34.2726, -91.34831 | 50, 100, 250, 500, 1000 |
| CCCA | Cossatot Community College, Ashdown1411 N. Constitution AveAshdown, AR 71822 GPS: 33.68414, -94.13664 | 50, 100, 250, 500, 1000 |
| CCCN | Cossatot Community College, Nashville1558 Hwy 371 WestNashville, AR 71822 GPS: 33.95359, -93.86939 | 50, 100, 250, 500, 1000 |
| ANDL | UA Animal Diagnostic Lab2200 W. Deane StFayetteville, AR 72703 GPS: 36.08689, -94.18985 | 50, 100, 250, 500, 1000 |
| CBST | UA Lonn Mann Cotton Research Branch3121 Hwy 1 SouthMarianna, AR 72360 GPS: 34.73273, -90.76676 | 50, 100, 250, 500, 1000 |
| FRSS | UA Fruit Research Station1749 State Hwy 818Clarksville, AR 72830 GPS: 35.53329, -93.40358 | 50, 100, 250, 500, 1000 |
| LFST | UA Livestock & Forestry Research Station70 Experiment Station DrBatesville, AR 72501 GPS: 35.82666, -91.77452 | 50, 100, 250, 500, 1000 |
| NERE | UA Northeast Research & Extension Center1241 W. County Rd 780Keiser, AR 72351 GPS: 35.6752, -90.08564 | 50, 100, 250, 500, 1000 |

*Table 1 continued on following page*

*Table 1 (Continued)*

|  |  |  |
| --- | --- | --- |
| Abbreviation | Name & Address | Bandwidth (Mbps) |
| PTST | UA Pine Tree Research Station7337 Hwy 306 WestColt, AR 72326 GPS: 35.12412, -90.93036 | 50, 100, 250, 500, 1000 |
| RIRE | UA Rice Research & Extension Center2900 Hwy 130 EastStuttgart, AR 72160 GPS: 34.47613, -91.41998 | 50, 100, 250, 500, 1000 |
| POSC | UA Savoy Unit14356 North UA Beef Farm RdFayetteville, AR 72701 GPS: 36.12766, -94.30690 | 50, 100, 250, 500, 1000 |
| SEST | UA Rohwer Southeast Research Station140 Experiment Station LoopRohwer, AR 71666 GPS: 33.80984, -91.26973 | 50, 100, 250, 500, 1000 |
| VGSS | UA Vegetable Research Station3810 Thornhill StAlma, AR 72921 GPS: 35.37931, -94.23353 | 50, 100, 250, 500, 1000 |

**Table 2 – List of Z-Endpoints**

|  |  |  |
| --- | --- | --- |
| Abbreviation | Name & Address | Additional Location Info |
| ALMA | ARE-ON Alma Hut6803 Alma HwyVan Buren, AR 72956GPS: 35.47086, -94.26017 |  |
| FRCY | ARE-ON Forrest City Hut1802 New Castle RdForrest City, AR 72335 GPS: 35.043876, -90.767907 | Located on the property of East Arkansas Community College |
| FYVL | ARE-ON Fayetteville Hut772 W. Discovery WayFayetteville, AR 72701 GPS: 36.04307, -94.17146 | Located on the property of the University of Arkansas at the Arkansas Research and Technology Park |
| HOPE | ARE-ON Hope Hut362 Hwy 174 NorthHope, AR 71801 GPS: 33.707861, -93.558610 | Located on the property of the University of Arkansas Southwest Research and Extension Center |
| MNTI | ARE-ON Monticello Hut112 Service StMonticello, AR 71656 GPS: 33.5924, -91.81277 | Located on the property of the University of Arkansas at Monticello |
| NLRK | ARE-ON North Little Rock Hut2809 Eanes RdNorth Little Rock, AR 72117GPS: 34.776747, -92.160043 |  |