

# AT&T Response to Arkansas GIS Office's RFP for Next Generation 9-1-1 Services





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September 10, 2020

Jonathan Duran  
Deputy Director  
Arkansas GIS Office  
1 Capitol Mall, Ste 6D  
Little Rock AR 72201

Dear Mr. Duran:

AT&T is pleased to present the following proposal to provide data readiness assessment and / or gap analysis for the Arkansas GIS Office to assist the State and the PSAPs become fully compliant with the NENA Standard.

With 40 years of experience delivering 9-1-1, GIS, and NG9-1-1 products and services, AT&T and its partners are uniquely positioned to not only meet the Arkansas GIS Office requirements for assessing and analysis of GIS data for NENA i3 compliance, but can do so in the most cost, and operationally efficient manner possible.

We are very familiar with the challenges faced by PSAPs, local and regional GIS managers, and state GIS organizations as they prepare their GIS data for NG9-1-1 GIS data readiness in advance of future i3 system deployment. We are experienced in navigating this complex landscape in partnership with PSAP managers, local and regional GIS data managers, and state GIS / 9-1-1 organizations. AT&T, is a key provider of integrated E9-1-1 and NG9-1-1 GIS solutions and has a unique understanding of the varied needs of GIS and 9-1-1 data in the preparation of GIS data for use in E9-1-1 environments and the transition to NG9-1-1.

AT&T and its partners GIS Services Divisions have extensive experience partnering with GIS and Public Safety agencies across the nation to create, validate, synchronize, and provide ongoing management of GIS data used in E9-1-1 and NG9-1-1 operations. AT&T provides mission-critical GIS data management services to municipal, regional, and statewide customers across the nation and has a comprehensive understanding of NG9-1-1 GIS data requirements and how to prepare GIS data to meet NENA i3 recommendations and requirements.

We are excited to share our expertise with the Arkansas GIS Office and your staff. Should you have any questions regarding our qualifications, please do not hesitate to contact me at the information below.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Vaughn".

Justin Vaughn  
Application Sales Executive



## Connecting Your World

### AT&T Response to Arkansas GIS Office's RFP for Next Generation 9-1-1 Services

September 10, 2020

Justin Vaughn  
Application Sales Executive  
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**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the proposed terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Copyright Notice and Statement of Confidentiality**—©2020 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclose or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

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The Terms and Conditions which are contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document; and AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any AT&T Responses further clarify its position. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this Proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document. The fact that AT&T may not assert the application of the Proposed Contract Documents in response to any individual paragraph in the RFP does not waive its assertion of the use of these documents.

AT&T and **the State** have done business under the Master Agreement over the last few years, to our mutual benefit. If chosen as the provider for this project, AT&T would be glad to work expeditiously with **the State** to negotiate any additional mutually agreeable provisions specific to the requirements of this project. Additionally, leveraging the existing Master Agreement and any additional contract documentation to support the RFP's technical requirements may significantly shorten **the State's** procurement processes.

Any third-party software used with the Services (as defined in the Proposed Contract Documents) will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. **The State** as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relating to such software.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T work with **the State**, we are confident this will be another successful contracting process, leading to a successful project performance.

**ARRA Disclaimer:** To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and **the State** will need to reach mutual agreement on AT&T's participation.



## Executive Summary

AT&T partners exclusively with Intrado to provide cutting-edge integrated NG9-1-1 GIS solutions and core 9-1-1 call routing services because Intrado brings more than 40 years of experience delivering 9-1-1, GIS, and NG9-1-1 products and services. Because of this close collaboration and partnership between companies and our vast experience and knowledge gained from serving the Public Safety community for so long, we are uniquely positioned to not only meet the GIS Office's requirements for assessing and reporting on the GIS data that will eventually be used to geospatially route 9-1-1 calls, but we can do so in the **most cost-efficient manner possible**.

We are familiar with the challenges faced by PSAPs, local and regional GIS managers, and state GIS organizations as they prepare their GIS data for NG9-1-1 GIS data readiness in advance of future i3 system deployment. Our team, as a key provider in navigating the complex landscape of integrated E9-1-1 and NG9-1-1 GIS solutions, has a unique understanding of the varied needs of GIS and 9-1-1 data stakeholders as a partner to both the preparation of GIS data for use in E9-1-1 environments, and the transition to NG9-1-1.

A critical first step in preparing for NG9-1-1 geospatial call routing is the development of accurate GIS data. The services requested in this IFB are key to achieving the State of Arkansas's GIS Office's objective to attaining a statewide, seamless, standards-compliant GIS database used to support NG9-1-1, as well as for other purposes. The GIS Office clearly understands that in order to achieve NENA i3 GIS data readiness goals that it is imperative to first gain a full understanding of the current state of the GIS data, and as such, our proposed solution has been scoped and developed with an understanding of the State's GIS data preparedness goals.

Our real-world experience implementing and managing locally sourced GIS data within live NG9-1-1 call routing systems sets us apart from other GIS services providers. AT&T provides ALI and MSAG services to local, regional, and state organizations across the country, and this allows us to greatly streamline and simplify the labor-intensive process of comparing and synchronizing tabular 9-1-1 database records with the GIS data layers used for geospatial call routing. This is a differentiator that enables us to **deliver services faster and more cost effectively** than our competitors and will be especially important for this project as we currently provide ALI and MSAG services to roughly 80% of Arkansas counties.

The team has developed a project plan specifically to address the needs of the State of Arkansas as identified in this IFB, and we have assembled a dedicated team of experienced GIS professionals ready to collaborate with and work on behalf of the GIS Office. Our project plan and project approach are laid out in detail in this proposal and the project team members are ready to begin work no later than two weeks after contract execution.

AT&T ESInet customers take advantage of cutting-edge NG9-1-1 GIS specific QA / QC, error reporting and spatial data aggregation capabilities of AT&T's Spatial Interface, powered by Intrado's Enterprise Geospatial Database Management System (EGDMS), benefitting the Board and participating agencies during the GIS data improvement phase and eventual turn-up of live NG9-1-1 geospatial call routing services.

Choosing our team to provide the critical NG9-1-1 GIS data assessment and reporting services defined in this IFB , followed by a potential award to us for the IP-enabled Public Safety network (ESInet) in the future, means GIS data integration with our Spatial Interface should be as simple as 'flipping the switch' and **will not incur incremental GIS data implementation costs** because the GIS data QA / QC tools and processes used by us to fulfill the services outlined in this IFB are identical to those performed automatically by our Spatial Interface. This will mean the Arkansas GIS Office will have chosen **the only working Spatial Interface in the nation** that is actively ingesting locally-sourced GIS data, validating that data for accuracy and standards compliance, propagating only validated GIS data to live Location Validation Function (LVF) and Emergency Call Routing Function (ECRF) core routing systems, and utilizing this mission critical GIS data for the live processing of geospatially routed 9-1-1 calls.



## RFP Response



Department of Transformation  
and Shared Services  
Governor Asa Hutchinson  
Secretary Amy Fecher  
Director Shelby Johnson

### ARKANSAS GIS OFFICE INVITATION FOR PROPOSAL/BID

In order to accomplish goals articulated in the Arkansas State 911 Plan, the Arkansas 911 Board entered into a three-year agreement with the Arkansas GIS Office for creation and maintenance of Next Generation 9-1-1 (NG9-1-1) compatible GIS data. A critical component of this project will be a data readiness assessment and/or gap analysis. This analysis will determine and document specific needs or shortfalls in the NG9-1-1 relevant GIS data currently available and maintained within the state by various public safety entities. This will be accomplished by obtaining pricing and contracting directly with a single third party NG9-1-1 GIS subject matter expert (SME).

#### AT&T Response:

AT&T has read and understands.

#### AGENCY CONTACT INFORMATION

Arkansas GIS Office  
Attn: Jonathan Duran, Deputy Director  
1 Capitol Mall, Ste 6D  
Little Rock, AR 72201  
Tel: (501) 682-4432  
Email: [jonathan.duran@arkansas.gov](mailto:jonathan.duran@arkansas.gov)  
Agency website: <https://www.transform.ar.gov/gis-office/>

#### AT&T Response:

AT&T has read and understands.

#### BID TIMELINE

August 27 <sup>th</sup> :	Bid Issued
September 4 <sup>th</sup> :	Bidder Question Submission Deadline (COB)
September 9 <sup>th</sup> :	Answers to Bidder Questions Published
September 11 <sup>th</sup> :	Bid Response Deadline (EOD)



September 14<sup>th</sup>: Bid Opening

September 18<sup>th</sup>: Notice of Award

**AT&T Response:**

AT&T has read and understands.

## GENERAL INSTRUCTIONS AND INFORMATION

1. Bids and all other associated documents should be submitted to the agency contact shown above and according to the dates specified in the bid timeline.
  - a. Bids received after the deadline may be deemed late and may not receive further review or consideration.
  - b. "EOD" refers to the end of that calendar day, i.e. midnight central time.

**AT&T Response:**

AT&T has read and understands.

2. Emailed documents are acceptable and must be sent to the email address shown above.

**AT&T Response:**

AT&T has read and understands.

3. Prospective contractors shall complete all applicable information found on the "BID SIGNATURE PAGE" included with this solicitation.

**AT&T Response:**

AT&T has read and understands.

4. Pricing shall be submitted using the "OFFICIAL BID PRICE SHEET" included with this solicitation.

**AT&T Response:**

AT&T has read and understands.



5. Contractor shall submit a bid not to exceed \$75,000.00.

**AT&T Response:**

AT&T has read and understands.

6. As outlined in this document, there are mandatory and optional components. Bidders must submit pricing for each component separately, however, on the mandatory components will be sued to determine lowest cost.

**AT&T Response:**

AT&T has read and understands.

7. All questions about this bid must be submitted in writing via email to the agency contact shown above and according to the date specified in the bid timeline. Questions received by any other means will not be accepted.
- Questions received after the deadline may be deemed late and may not receive further review or consideration.
  - “COB” refers to the official close of daily business for the state, i.e.4:30 PM central time.

**AT&T Response:**

AT&T has read and understands.

8. Contractors shall not utilize subcontractors for the performance of its obligations under the resulting contract.

**AT&T Response:**

AT&T reserves the right to utilize, hire and manage its subcontractors as needed, but will remain responsible for all subcontracted performance. AT&T also proposes the following definition:

Subcontractor means a person or third party entity that entered into a contract with AT&T specifically tailored to meet the Customer’s needs and dedicated exclusively to the performance of all or a portion of the Services hereunder. For avoidance of doubt, suppliers, manufacturers, and providers of off-the-shelf, commercially-available goods or services shall not be deemed Subcontractors.

Further, should AT&T be selected as your supplier of choice under this RFP, during the term of any definitive contract entered into between the parties, AT&T, at its sole expense, shall



provide commercial insurance, or self-insurance of such a type and with such terms and limits as may be reasonably associated with the services set out in said definitive contract.

9. The anticipated starting date for any resulting contract is October 19, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the prospective contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

**AT&T Response:**

AT&T has read and understands.

10. The initial term of the contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed for up to on (1) additional one-year term or portions thereof, not to exceed a total aggregate contract term of two (2) consecutive years.

**AT&T Response:**

AT&T has read and understands.

11. A prospective contractor must unconditionally accept all requirements stated in this IFB to be considered a responsive bidder.

**AT&T Response:**

AT&T has read and understands.

12. The GIS Office reserves the right to reject any bid proposal found not to be in compliance with these instructions.

**AT&T Response:**

AT&T has read and understands.

13. Definition of Terms

- a. The State Procurement Official has made every effort to use industry- accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- b. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.



- c. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- d. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- e. The terms "Competitive Bid", "CB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- f. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this CB.
- g. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- 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 State agency using such a contract.

#### AT&T Response:

AT&T has read and understands.

## PROPRIETARY INFORMATION

Submission of documents pertaining to this IFB become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA. A prospective contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above. Under no circumstances will pricing information be designated as confidential. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

### AT&T Response:

AT&T agrees that the physical response materials become the property of the State. However, any intellectual property of AT&T, AT&T manufacturers or other third parties included in AT&T's Response will remain the property of the respective owner and no title shall transfer by disclosure of such intellectual property as part of AT&T's response. AT&T further agrees that the State may use its RFP Response as needed in connection with this RFP and the analysis of the AT&T Proposal; provided that AT&T's Proposal may not be shared with third party vendors competing for this RFP and that the State will protect AT&T's Proposal as a confidential document under the terms of applicable open records policies and laws.

AT&T respectfully requests that information in this document labeled as PROPRIETARY or CONFIDENTIAL be held confidential by the **State**, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

All terms and conditions relating to confidentiality obligations shall be as set forth in the Proposed Contract Documents, in particular Section 5 ("*Confidential Information*") of the pre-existing, mutually agreed to Master Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

## EQUAL OPPORTUNITY POLICY

In compliance with Arkansas code annotated § 19-11-104, the GIS Office must have a copy of the anticipated contractor's *equal opportunity (EO) policy* prior to issuing a contract award for services exceeding \$25,000.

EO policies should be included with the solicitation response.

Contractors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute.

Prospective contractors who are not required by law to have an *EO policy* must submit a written statement to that effect.

### AT&T Response:

AT&T complies with Equal Employment Opportunity (EEO) laws by giving qualified candidates full and fair consideration for employment.

We also protect all applicants, as well as employees, from unlawful discrimination and harassment on the basis of race, color, religion, religious creed, national origin, ancestry, age, sex, sexual



orientation, gender, gender identity, gender expression, physical disability, mental disability, pregnancy, medical condition, genetic information, marital status, citizenship status, military status, veteran status, or any other characteristics protected by federal, state, or local laws. For instance, New York City also prohibits discrimination on the basis of creed.

Further information is available at <http://about.att.com/content/csr/home/frequently-requested-info/policies.html#eopanchor>.

## PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, contractor(s) providing services of \$25,000 or greater shall certify with the Office of State Procurement that they do not employ or contract with illegal immigrants.

By signing and submitting a response to this solicitation, a prospective contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the prospective contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

### AT&T Response:

AT&T complies with the Arkansas code and does not employ or contract with illegal immigrants.

## RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

If selected, successful vendor will certify that they do not boycott Israel and will not boycott Israel for the duration of the contract.

### AT&T Response:

AT&T Complies as noted on Bid Signature page

## AWARD PROCESS

1. Successful Contractor Selection
  - a. Award will be made to the lowest-bidding, responsible prospective contractor on a/all or none grand total basis.
2. Negotiations
  - a. If the State so chooses, negotiations may be conducted with the lowest- bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
  - b. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

### AT&T Response:

AT&T has read and understands.

## PROSPECTIVE CONTRACTOR QUALIFICATIONS

The Prospective Contractor shall have successfully completed a minimum of one (1) similar project within the past five (5) years. Documentation of similar projects shall be submitted in the following format:

1. Name and contact information of client(s)
2. Brief description of project(s)
3. Date(s) completed

### AT&T Response:

## Relevant Projects and Qualifications

AT&T with its partner Intrado has expertise providing NG9-1-1 GIS data assessment and reporting services, similar in both scope and scale to the services requested in this Invitation for Proposal / Bid (IFB), to help analyze and prepare agency-supplied GIS data for use within NG9-1-1 core call routing services. We have performed hundreds of objective agency-level GIS data assessment reports that include detailed error reporting, GIS and 9-1-1 comparison analysis, and clearly defined recommended next steps for each agency to become NG9-1-1 GIS data-ready. As detailed in the relevant projects listed below, the team has many examples of similar projects that demonstrate the knowledge, aptitude, capability, and eagerness to perform every task outlined in this IFB.



## State of Nebraska – Data Assessment and Analysis

### Description of Services Provided

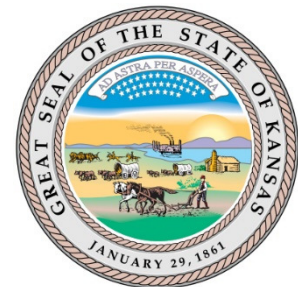
We were selected by the State of Nebraska to provide GIS preparedness services, followed by ongoing NG9-1-1 managed services and consultative support. The GIS landscape in Nebraska is very similar to that of Arkansas in that the GIS capabilities across the State vary widely from one geographic or political area (county, city, campus, agency, etc.) to the next. Like Arkansas, the State of Nebraska realized early-on the significance of making sure the underlying GIS data is sound, accurate, standards-compliant and ‘fit’ for the geospatial routing of NG9-1-1 emergency calls – before the procurement of an ESInet. The first step in achieving these goals was to gain a full understanding of the current state of NENA i3 GIS data readiness across Nebraska. This was accomplished by communicating with, and educating all participating agencies to explain project background and significance and how this work will ultimately benefit all citizens of Nebraska. Then, GIS data collection activities took place by providing a secure portal for each county to upload their GIS data into a centralized database used to perform in-depth data analysis. After analyzing the GIS data, including how it aligns to the existing 9-1-1 databases, individual reports were generated for each GIS data-submitting agency or county showing the exact errors that need resolution along with next-step recommendations that help the agency focus on achieving National Emergency Number Association (NENA) i3 GIS data model compliance. This project is ongoing.



## State of Kansas ESInet / Transitional Data Management Services

### Description of Services Provided

We are delivering NG9-1-1 GIS products and services to the Kansas 911 Coordinating Council. Intrado has worked with the coordinating council on GIS readiness for NG9-1-1 and GIS-based MSAG (geoMSAG) creation and transition services.



Each county was transitioned to a geoMSAG individually, which involves geoMSAG creation (building the geoMSAG based on the GIS road centerlines) and validation that ALI records match the geoMSAG prior to conversion. Once converted to geoMSAG, the geoMSAG is then maintained in an automated fashion via GIS data update submissions to the AT&T/Intrado Spatial Interface (also known as EGDMS).

In addition to the geoMSAG conversion work completed, Intrado is currently working with AT&T on the conversion of Kansas PSAPs to i3 geospatial call routing on the AT&T ESInet, which involves the submission of GIS data to EGDMS, including the ongoing validation and provisioning of the roads, address points and response boundaries including PSAP, Fire, Law and EMS boundaries to the ESInet.





## Fairfax County Contract for NG9-1-1 ESInet Core Services and GIS Onboarding

### Description of Services Provided



We are delivering NG9-1-1 GIS products and services to most PSAPs across Virginia as part of the Fairfax County, VA RFP for ESInet core routing services. As part of the awarded RFP, NG9-1-1 GIS Onboarding services designed specifically to assist local GIS data managers prepare, manage and maintain mission critical NENA i3 compliant GIS data used for NG9-1-1 geospatial call routing, are being provided by us to each PSAP submitting GIS data updates into the AT&T ESInet solution.

Fairfax County, along with additional PSAPs in the region, have been provided a comprehensive GIS solution that includes a desktop GIS data editing tool called MapSAG, in depth training on MapSAG use and how to ensure i3 GIS data compliance, access to our Spatial Interface (also known as EGDMS) and NG9-1-1 GIS Onboarding Services.

The combination of these GIS products and services is designed specifically to provide each GIS authority with the training, understanding, consultative, and software support required to provision accurate and i3 compliant GIS data into the NG9-1-1 core call routing systems. This solution also provides the tools and knowledge to enable continuous management of this mission critical GIS data

During negotiations or presentations, your AT&T account team will secure customer references.

Most AT&T customers do not wish to be contacted directly and must specifically agree to be references. If you request specific customer references, your AT&T account team may arrange meetings between approved references and prospective customers and will provide that information during negotiations. So, your account team will work to arrange the customer meeting or to supply you with direct contact information.

Because we protect our client information, you can rest assured that your information will also be protected.



**CONTRACTOR PERFORMANCE MEASURES**

Criteria	Standard	Damages
Assessment		\$100 for each calendar day beyond the date agreed upon by the GIS Office and the Contractor whereby the Contractor fails to complete the assessment.  invoices.
	Contractor addresses all of the components required in the Competitive Bid	\$100 for each component the Contractor fails to assess as stated in the Competitive Bid. Contractor will credit damages applied to the submitted monthly invoices.
Report	Contractor provides accurate and complete report within the time frame mutually agreed upon with the GIS Office and includes all components as stated in the Competitive Bid.	\$100 for each calendar day beyond the date agreed upon by the GIS Office and the Contractor whereby the Contractor fails to provide a complete and accurate report to GIS.  Contractor will credit damages applied to the submitted monthly

The Contractor's performance will be evaluated based on the criteria outlined in the table below.



Arkansas state law requires that all contracts for services include performance standards for measuring the overall quality of services provided that a Contractor **must** meet to avoid assessment of damages. The GIS Office may be open to negotiations of performance standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance standards will continue throughout the aggregate term of the contract.

The State has the right to modify, add, or delete performance standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith and may include the input of the contractor to establish standards that are reasonably achievable. All changes made to the performance standards will become an official part of the contract.

Failure to meet the minimum performance standards as specified will result in the assessment of damages. In the event a performance standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

#### AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T's Response is submitted pursuant to this Response and subject to the terms and conditions of the Proposed Contract Documents. Included in its Proposed Contract Documents, AT&T is bidding its standard Service Level Agreements (SLAs) for its products and services which are available for review at: <http://serviceguidenew.att.com/> Please select the appropriate service, then navigate to the Service Level Agreement section of that Service Guide. All terms and conditions relating to SLAs and remedies related to same are as contained in the Proposed Contract Documents. Any changes to the contract, including any negotiated performance standards, must occur through mutual agreement of the parties.



## RESPONSE DOCUMENTS

The following should be submitted with the bidder's response.

1. Bid Signature Page included with this solicitation
  - a. An official authorized to bind the Prospective Contractor to a resultant contract must sign the bid signature page included with the response.
  - b. Bid response must be in the English language

### AT&T Response:

AT&T has read and understands.

2. Official bid price sheet included with this solicitation
  - a. Must be in U.S. dollars and cents
  - b. Must be valid for 90 days following the bid due date.
  - c. Prospective contractor should include all pricing in its response. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor shall bear this additional cost.
  - d. Under no circumstances will pricing information be designated as confidential.

### AT&T Response:

**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by **AT&T Corp.**

**AT&T's Clarification:** AT&T reserves the right to pass along additional charges, surcharges, and fees imposed on AT&T by state or federal regulations or laws incurred by AT&T in providing the service.

Upon written request from the Customer, AT&T will provide a good faith estimate of the taxes, fees and surcharges for Customer that would apply as of today based on the services requested, but those amounts will be for illustrative purposes only, and subject to change.

For the price(s) quoted herein, AT&T will provide only the services specifically listed in this bid response. Any additional services beyond those herein will be provided at



additional charges. Our pricing is predicated on the requirements as set forth by the bid documents.

3. Qualifications and documentation of a minimum of five years of relevant NG9-1-1 experience and successful completion of similar projects within the previous five years.

#### AT&T Response:

Documentation of completion of projects above in “Prospective Contractor Qualifications” section. Documentation of relevant experience below.

## Key Personnel and Qualifications

AT&T and Intrado have established a project team comprised of subject matter experts in the areas of E911 and NG911 data management, procedures and possess the knowledge and expertise to assist the Arkansas GIS Office in analyzing their data for NENA compliance. Resumes for each of these team members are included below.

Each of the GIS professionals assigned to the Arkansas project are subject matter experts in the areas of E9-1-1 and NG9-1-1 GIS data management and procedures and possess the knowledge and expertise required to assist jurisdictions with varying levels of GIS proficiency and / or data quality to achieve the goals set forth by the Arkansas GIS Office and stakeholders. The GIS Technical Project Manager and GIS Analysts are experts in GIS data and technology with a deep understanding of E9-1-1 and NG9-1-1 data structures and how they interact with the Spatial Interface and other downstream systems essential to successful NG9 1 1 geospatial call routing.

The GIS Technical Project Manager will be responsible for:

- Managing the GIS data readiness assessment
- Coordinating and managing internal and external resources
- Monitoring data submissions,
- Oversight of the overall GIS analysis

Work will normally be done remotely with communication with project stakeholders via phone or email. The regionally assigned GIS Analysts will act as the first point of contact



for GIS user and Non-GIS user submitting agencies for questions or requests for assistance and will be available for the life of the project.

## Key Personnel

### Raymond Horner – Senior GIS Project Manager

Raymond Horner is a Sr. Technical Project Manager in GIS Operations with over 9 years' experience at Intrado. Mr. Horner has over 14 years' experience in the GIS services industry, including work with oil and gas companies and state, county and local government agencies on various GIS development and implementation projects. He has managed 9-1-1 related statewide GIS services projects and works on GIS data processing and provisioning solutions for Intrado's NG9-1-1 systems. He has been an active member of various NENA working groups including the NG9-1-1 GIS Data Model and CLDXF Version 2. Mr. Horner has presented at many industry events, including the Esri User Conference and the Texas GIS Forum with presentations focusing on GIS data management and the transition to Next Generation 9-1-1.

### Professional Experience

#### **Intrado Life & Safety – Senior GIS Technical Project Manager      2011 to Present**

- Project Manager – State of New Mexico Enterprise Geospatial Database Mgt System
- Project Manager – New York State Street Address Mapping (SAM) Project
- Project Manager - HGAC MapSAG installations, wireless accuracy testing system, GIS services
- Project Manager – State of Delaware, GIS project management for NG9-1-1 deployment
- Project manager for the Texas Commission on State Emergency Communications Enterprise Geospatial Database Management System - NG9-1-1 project
- Provide 9-1-1 GIS, workflow, and software training and technical assistance to customers

### Education

Bachelor of Arts, Geography

University of Texas at Austin

### Similar Projects

- Project Manager – State of Nebraska NG9-1-1 GIS Managed Services for ESInet deployment
- Project Manager – State of New Mexico Enterprise Geospatial Database Management System
- Project Manager – New York State Street Address Mapping (SAM) Project
- Project Manager – State of Delaware, GIS project management for NG9-1-1 deployment.



**Lee “Wes” Garrett – Senior GIS Analyst**

Wes has more than seven years of progressive experience in the GIS field. He has provided GIS support to federal, state and municipalities including pairing GIS data management and manipulation for social and professional networking. He has also worked with private companies, local governments and 911 coordinators.

Professional Experience
**Intrado Life & Safety – Senior GIS Analyst 2020 – Present**

- Senior GIS Analyst – Commonwealth of Virginia ESInet / EGDMS projects for Alleghany, Charlotte, Covington, Floyd, Frederick, Powhatan, Rappahannock County and the City of Richmond.
- Senior GIS Analyst – State of Maryland ESInet / EGDMS projects for St. Mary’s County
- Senior GIS Analyst – Kansas statewide ESInet / EGDMS
- Senior GIS Analyst – Texas NTECC ESInet

**Arkansas GIS Office – Senior GIS Analyst 2017 - 2020**

- Data management and quality control
- Maintain statewide datasets for various uses including USPS, 911 functionality and State Streamline Sales and Use Tax calculations.
- Active agency liaison during 2019 emergency flood response with Homeland Security, ADEM, ADEQ, FEMA, etc.

**Arkansas GIS Office – GIS Administrator (Contractor) 2014 -2017**

- Provided quality control and quality assurance (QA / QC) to existing address point and road centerline datasets for the Connect Arkansas and Map21 projects.
- Performed necessary geometry and attribute edits, and data creation to submitted county datasets in adherence to project guidelines.
- Performed internal QA / QC responsibilities to datasets completed by contractors and interoffice personnel.

Education

Master of Science, Geographic Information Systems	University of Central Arkansas
Bachelor of Science, Geography	University of Central Arkansas
Associate of Arts in General Studies	Arkansas State University



## Chasen Gentile – Senior GIS Analyst

Chasen Gentile is a senior GIS analyst with more than seven years of experience with GIS including several years with spatial / data analysis, geoprocessing, reporting, geodatabase design, versioning and data management.

### Professional Experience

#### **Intrado Life & Safety – Senior GIS Analyst**

**2014 - Present**

- Creating, editing, analyzing, and maintaining sensitive 911 data in a variety of formats on a daily basis
- Lead analyst on roughly 40 accounts, ranging from large Tier 1 companies such as CenturyLink and Comcast to smaller Tier 3 companies
- Interpret edits from hardcopy map returns, shapefiles, .gdb/.mdb, and other external resources such as UGSG boundaries, and incorporate the edits into a version of the master sde primarily within ArcMap
- Assist in creating and editing nationwide 911 Public Safety Answering Points and boundaries stored in sde databases
- Execute in-depth GIS data analysis and maintenance, including editing important emergency service information in the system such as various naming conventions, jurisdiction / boundary lines, addresses, specific location information, etc.

#### **Michigan State University Map & Geosciences Library – Lead GIS Data Analyst**

**2013-2014**

- In charge of developing and maintaining GIS data within the map library
- Helped manage and maintain over 350,000 hard copy maps as well as hundreds of thousands more interactive and static maps online
- Managed projects using ESRI programs

### Education

Bachelor of Science, Geography with a specialization in GIS Michigan State University





4. Copy of Prospective Contractor's *Equal Opportunity Policy*.

**AT&T Response:**

AT&T can prove it complies with Affirmative Action and Equal Employment Opportunity (EEO) requirements by providing a certificate.

The certificate shows that we comply with the requirements of Executive Order 11246.

Please see AT&T Attachment: Affirmative Action certification for the certificate.

So, we treat our employees fairly, regardless of race, color, religion, sex, or national origin.

AT&T complies with Equal Employment Opportunity (EEO) laws by giving qualified candidates full and fair consideration for employment.

We also protect all applicants, as well as employees, from unlawful discrimination and harassment on the basis of race, color, religion, religious creed, national origin, ancestry, age, sex, sexual orientation, gender, gender identity, gender expression, physical disability, mental disability, pregnancy, medical condition, genetic information, marital status, citizenship status, military status, veteran status, or any other characteristics protected by federal, state, or local laws. For instance, New York City also prohibits discrimination on the basis of creed.

Further information is available at <http://about.att.com/content/csr/home/frequently-requested-info/policies.html#eopanchor>.



## BACKGROUND

Data currently used by 9-1-1 public safety answering points (PSAPs) in Arkansas is maintained by local jurisdictions. Datasets include but are not limited to road centerlines, address points, municipal boundaries, fire districts, etc. These PSAPs are typically administered by either a county or a municipality. Since Arkansas' PSAPs currently operate independent of one another, there is no formal data coordination among them. However, certain 9-1-1 applicable datasets are obtained and aggregated at a state level by the Arkansas GIS Office. Other NG9-1-1 applicable datasets, such as municipal boundaries, county boundaries, etc. are available from the GIS Office. In their current form, these datasets contain many of the required fields or an equivalent for the attribute table data that accompanies the geographic data. However, none of the required layers are fully compliant with the NENA standard.

Below is a summary of the status of the five "REQUIRED" data layers as identified in the [NENA Standard for NG9-1-1 GIS Data Model](#):

1. Road Centerlines
  - a. Locally sourced and aggregated at state level by GIS Office (<http://gis.arkansas.gov/product/arkansas-centerline-file/>)
  - b. Published to state data clearinghouse in state standard ([http://gis.arkansas.gov/docs/law/20180606\\_ACF\\_Standard\\_Final.pdf](http://gis.arkansas.gov/docs/law/20180606_ACF_Standard_Final.pdf))
  - c. All 75 counties
2. Site/Structure Address Points
  - a. Locally sourced and aggregated at state level by GIS Office (<http://gis.arkansas.gov/product/situs-address-points/>)
  - b. Published to state data clearinghouse in state standard ([http://gis.arkansas.gov/wp-content/uploads/2016/01/2016\\_Address\\_Point\\_Guidance.pdf](http://gis.arkansas.gov/wp-content/uploads/2016/01/2016_Address_Point_Guidance.pdf))
  - c. 72 of 75 counties, remaining three working toward completion
3. PSAP Boundary (<http://gis.arkansas.gov/product/911-public-safety-answering-point-psap-area-boundary-polygon/>)
  - a. Statewide dataset produced by 3<sup>rd</sup> party in 2008



- i. Has remained mostly static since, e.g. municipal annexations not reflected; however, the layer was recently updated by GIS Office staff to better align with the attributes contained in the PSAP certification list maintained by the state 911 Board.
  - b. This layer is not currently governed by a state standard. It would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard. The state 911 Board has rulemaking authority, as well as the state GIS Board.
  - c. The state 911 Board has awarded a contract for a statewide PSAP consolidation study. It is expected that this study will heavily influence the final content and configuration of the state's PSAP data layer.
4. Emergency Service Boundary
- a. Law Enforcement – No statewide layer
    - i. Exists where a local jurisdiction has created it, but those are few.
      - 1. Most comparable data would be an ESN layer that some local jurisdictions have.
    - ii. Since this data layer does not exist at a statewide level, it would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard.
  - b. Fire – Statewide fire districts layer is pseudo-locally sourced.  
[\(http://gis.arkansas.gov/product/fire-district-polygon/\)](http://gis.arkansas.gov/product/fire-district-polygon/)
    - i. Known inaccuracies and coverage gaps.
    - ii. Existing update process is inefficient and somewhat unreliable.
    - iii. Layer not updated/aggregated by GIS Office; published as-received.
    - iv. This data layer is not currently governed by a state standard. Conversely, its content is more so a function of the applications for which it is used. It would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard.
  - c. Emergency Medical Service – No statewide layer
    - i. Exists where local jurisdiction has created it, but those are few.
      - 1. Most comparable data would be an ESN layer that some local jurisdictions have.



- ii. Since this data layer does not exist at a statewide level, it would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard.

#### 5. Provisioning Boundary

- a. No statewide layer
- b. Definition could be influenced by work ongoing, e.g. PSAP consolidation study, as well as other operational factors not yet known.
- c. At the current stage, counties make some intuitive sense, but there are underlying aspects of this layer which still fall into a “to be determined” category

#### AT&T Response:

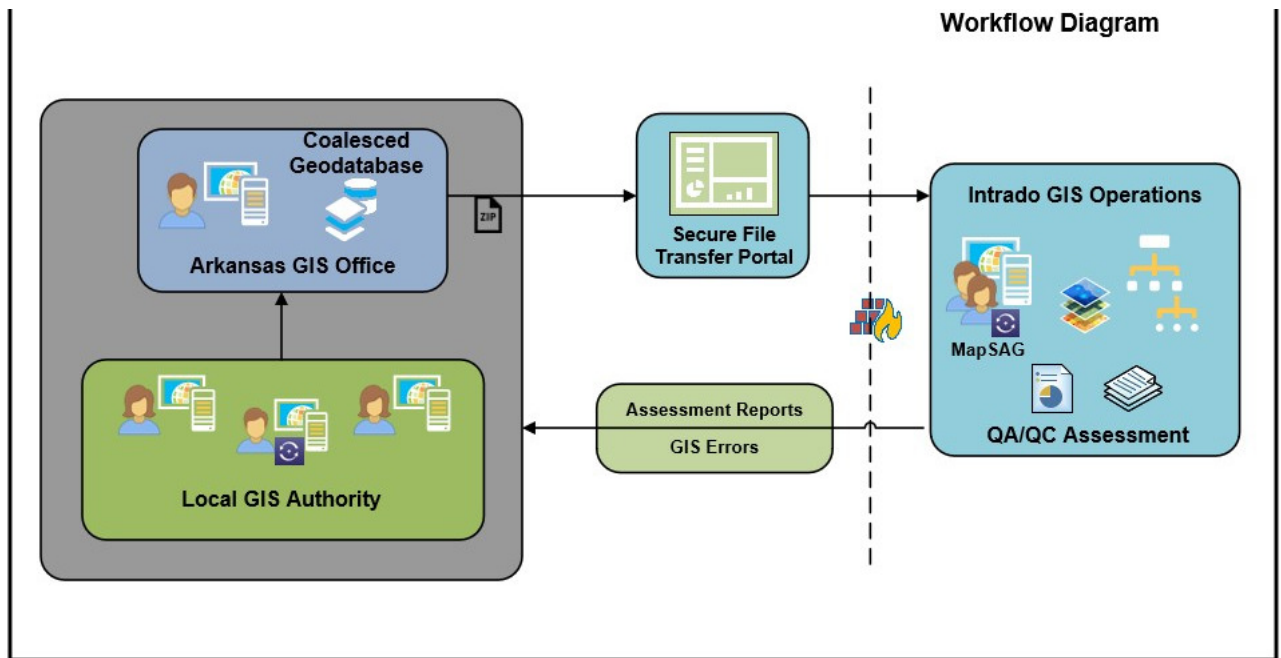
Our team brings extensive experience in performing objective NG9-1-1 GIS and 9-1-1 data analysis reporting to help support agencies across the nation in preparation for NENA i3 location validation and geospatial call routing. Partnering closely with the GIS Office and local GIS data sources, we will provide a solid foundation on which to focus efforts for NG9-1-1 GIS readiness through detailed analysis and reporting. We have substantial experience implementing live ESInet systems and working with the underlying GIS data that provision the Spatial Interface (SI), Emergency Call Routing Function (ECRF) and Location Validation Function (LVF) within the NG9-1-1 network. This real world ESInet GIS data experience provides the background knowledge required to focus the data analysis on NG9-1-1 GIS data preparedness. In addition to the reporting and analysis, we also have years of experience in GIS data error correction, remediation and augmentation work which will facilitate the hourly and cost estimates involved for each county.

The GIS data validation and reporting processes and tools used to fulfill the services outlined in this proposal have been purpose-built for both E9-1-1 and NG9-1-1 data analysis and validation and are the same tools that would be leveraged in an ESInet / NG9-1-1 deployment. By utilizing these proprietary processes and tools for the GIS assessment and readiness phase, the work outlined in this IFB response will help ensure the GIS data is ready and fit for use in an NG9-1-1 environment once the remediation work has been completed.

We understand that communication is key to a successful project and will work with the GIS Office on a plan for the communication to all staff identified stakeholders for the project kick-off and ongoing work efforts with local counties. The requirement to provide a secure GIS data upload portal is understood, and we will provide access to a secure file transfer protocol (sFTP) site for the transmission of GIS data and subsequent updates. In addition to providing sFTP upload instructions to each county or GIS data



submitting agency, we will provide GIS data upload assistance to each data source in order to facilitate and speed the data collection phase of this project. Any GIS data that is unusable or incomplete will be identified and presented to the GIS Office so the county or data source can resubmit if required. A detailed Data Matrix will be kept current and provided monthly to the GIS Office to track progress and GIS data coverage throughout the State.



A detailed set of spatial validations will be performed on the data, and these spatial checks will ensure accurate and edge-matched data will ultimately be achieved once errors are corrected/remediated within the source data layers involved. The detailed reports will meet or exceed the requirements outlined and will be comprehensive and easy to use for the error correction process because a consistent format will be displayed for each county. Additionally, addressing attributes will be analyzed to identify issues within and between addressing data sets, and the MSAG analysis will also identify issues in matching between the legacy 9-1-1 MSAG and GIS data, as recommended by NENA. Statewide polygon layers will also be assessed for accuracy and completeness, identifying areas that need to be adjusted in order to create a seamless and gap / overlap free coverage across the state. Lastly, the reports and estimates will provide the GIS Office with a thorough summary of the status of the GIS data within the State as well as an idea as to the level of effort and costs associated with the remediation work required to achieve NG9-1-1 GIS data readiness and NENA NG9 1 1 GIS format compliancy.



The team will evaluate each of the GIS layers listed below, when available in the source data, and provide an in-depth report indicating where data errors reside, what schema work is needed, and detailed recommendations to most efficiently assist each county to achieve full NENA i3 GIS data compliance and readiness. If any of the layers listed below are missing from the source data, we will present a “does not exist” status in the associated county-level report. All the feature classes listed below are not required layers according to the NENA i3 GIS data model; however, we understand that by performing analysis on these layers, the results can be beneficial for the county or GIS source-data providers in order to populate other NG9-1-1 required attribution or serve other related NG9-1-1 GIS data readiness activities. After the MSAG data has been obtained for each county, we will perform an MSAG to Road Centerline comparison analysis and provide the results and specific discrepancies that should be addressed, in each county-level report. Details describing the methods and procedures used by the team to perform the GIS and 9-1-1 data analysis is explained in our response to the Spatial Analysis section below.

The following GIS data layers will be collected for analysis and reporting:

- Road Centerlines
- Site / Structure Address Points
- Parcels
- PSAP Boundaries
- Provisioning Boundaries
- MSAG Community Boundaries
- Emergency Service Boundaries (Fire, Law, EMS, ESZ)

To ensure the highest spatial accuracy, our 9-1-1 GIS Specialists utilize both proprietary and off-the-shelf tools. Our GIS team has a deep understanding, not only of GIS technology and best practices, but also of E9-1-1 and NG9-1-1 data structures and understands the transition to full implementation of NG9-1-1 standards across the 9-1-1 operation.

## Visual Analysis Completed by our GIS Specialist

Our GIS Specialist will evaluate each GIS dataset for completeness and spatial alignment. This will be done by comparing aerial imagery to road centerlines and address points for potential missing features and misalignment.



## GIS Data Validations

Analysis will identify and provide statistics for data errors and inconsistencies that may negatively impact 9-1-1 call for service from a landline or wireless device, and being accurately located once the location is transmitted to the PSAP.

We can perform additional validations and standards compliancy checks and reports in the event the GIS Office is interested in expanding the level of analysis performed as part of this project.

The following GIS data validations will be performed:

### Road Centerline Validations

#### *Address Range Overlap*

An overlap exists in one or both sides of the address ranges between two connected and identically named street centerline segments.

#### *Street Pointing Wrong Direction*

Line direction is opposite from its contiguous segment(s).

#### *Pointing Wrong Direction*

A discrepancy between two identically named and connected street segments where the ending point of one segment is different from the beginning point of the connected segment.

#### *Possible Unparsed Directionals*

This error occurs when a street name begins or ends with a directional, for example, "SN: North Shore" or "ST: Dr".

#### *Possible Unparsed Types in Street Name*

This error occurs when a street name ends with a standard street type, for example, "SN: Easy Street" or "ST: Dr".

#### *Street Prefix Direction Not Found*



A valid USPS Pub28 or County defined prefix direction does not exist.

*Street Prefix Type Not Found*

A valid USPS Pub28 or County defined prefix type does not exist.

*Street Suffix Direction Not Found*

A valid USPS Pub28 or County defined suffix direction does not exist.

*Street Suffix Type Not Found*

A valid USPS Pub28 or County defined suffix type does not exist.

*Parity Error*

A mix of odd and / or even addresses on one side of the segment.

*Street Name Not Found*

A valid, County defined, Street Name does not exist.

*TO Address Less Than FROM*

The ending address is less than the beginning address on one or both sides of a street segment.

## Site / Structure Address Point Validations

*Structure No Matching Name*

A structure has a different street name than the related street centerline segment.

*Structure No Matching Range*

A structure address falls outside of the related street centerline's address range.

*Structure on Wrong Block*

A structure's address does not geocode on the nearest street segment.

*Structure on Wrong Side of Street*





A structure does not match in parity to the related street centerline segment. For example, an even structure is on the odd side of the related street centerline segment.

#### *Structure Out of Order*

A structure has an address value out of sequence relative to adjacent structures.

#### *Structure Street Parity Error*

This error results from a structure validation when the associated street has a parity error.

#### *Structure Street Community Mismatch*

A structure resides in a different community polygon than the related street centerline segment.

## Additional Included Validations

The following GIS data validations are included as additional validations to the requirements set forth in this IFB at no additional cost to the GIS Office.

#### *Special Characters Affecting Search Found*

This error occurs when a text field contains one of the following characters: , @ /

#### *Special Characters Found in Address Fields*

This error occurs when a street field (HouseNum, L/R ranges, PD, PT, SN, ST, SD) in streets or structures contain one of the following special characters: ! @ # & ] + [ , / | > \_ [ { ; : } < ? ~.

#### *Coincident Polygon Boundary Error*

This results from street segments that are not fully coincident with polygon boundaries.

#### *Crosses Multiple Polygons*

A street segment is not split where it crosses a polygon boundary.

#### *Empty Geometry*



A record exists in the attribute table that is not associated with a geographic feature.

#### *Leaves Polygon Layer*

A street segment crosses out of a polygon layer and is not split at the crossing of the boundary.

#### *Not In Polygon Layer*

A street segment extends outside or is completely outside of the designated polygon boundary.

#### *Segment Too Short*

The length of a street segment is shorter than a defined minimum length.

## Provisioning Boundary

We understand the importance of creating a statewide, seamless GIS dataset. By validating neighboring county data including polygon coverage regions, road centerlines, and address points, we will be able to provide analysis and reports that will both identify edge-matching errors and provide the information needed to facilitate the correction of these errors along borders.

#### *General assessment of centerlines in relationship to county or provisioning boundaries and to neighboring centerlines*

The assessment will identify any road segments that are coincident or extend beyond the provisioning boundary polygon for the respective county. Additionally, a report will identify all road segments that intersect any neighboring agencies' road segments.

#### *General assessment of ESBs in relationship to county or provisioning boundaries and to neighboring ESBs*

The assessment will utilize the provisioning boundary as the primary polygon for spatial analysis of the ESB layers. ESBs must have complete coverage and also not extend beyond the county's provisioning boundary. Any gaps in coverage or areas that extend beyond the provisioning boundary will be provided in a detailed error shape file format.



### *General assessment of address points in relationship to county or provisioning boundaries*

The assessment will validate that address points are contained within and do not fall outside of the county's provisioning boundary. Any address points that fall outside of the provisioning boundary will be reported as errors.

### *A summary description of issues regarding gaps and overlaps among compared datasets*

The assessment is performed on a layer by layer basis and identifies any gaps and / or overlaps between polygons within the respective layer. Errors (gaps or overlaps) are reported in a detailed error shape file format.

### *Comments regarding connectivity of road centerlines that cross jurisdictional boundaries*

The assessment identifies any road centerline segments that are not snapped/connected to an adjacent segment, within a configurable distance. These connectivity errors will be reported in a statewide error dataset identifying all segments that are not snapped properly.

### *State the amount of effort (much, some, little or none) made by each entity submitting data to work spatially with surrounding counties or GIS entities*

Using the results from the aforementioned analysis as a guide, we will classify the estimated level of effort required to correct edge-matching issues on a county by county basis.

## SCOPE OF WORK

The work described herein shall consist of the following two mandatory components:

1. An assessment of the current state of NG9-1-1 applicable datasets for the State of Arkansas.
  - a. The assessment shall include, at a minimum, a review of the five NENA "REQUIRED" data layers outlined above. However, it should not be inferred that the scope of the assessment is necessarily expected to be limited to these five layers. Respondents are encouraged to broaden the scope of their assessment to include additional data layers outside the "REQUIRED" ones.
  - b. The assessment should address various NG9-1-1 relevant aspects of the geospatial data including but not limited to:



- i. Data quality
    - ii. Data completeness and comprehensiveness
    - iii. Data readiness
    - iv. Data interoperability
    - v. Workflows necessary to migrate data to standard compliance
    - vi. Adherence to recognized NENA NG9-1-1 standards
  - c. The assessment should evaluate the level of conformity between master street address guide (MSAG) data in the state and corresponding records in the existing road centerline and address datasets and vice versa.
    - i. Prospective contractors should be aware that at least four PSAPs in the state do not have wireline 9-1-1 and likely do not possess a true MSAG.
  - d. Pursuant to the completion of the assessment, the successful respondent will not be expected to coordinate directly with the numerous local NG9-1-1 stakeholders in Arkansas. The GIS Office will interface directly with local jurisdictions and coordinate with the chosen vendor as needed. Exceptions could arise if a particular stakeholder's input is viewed as strategic, however, these should be minimal.
2. A comprehensive report based on the assessment performed. The report must include assessment findings and a set of recommendations for future utilization by the GIS Office and the 911 Board. The recommendations must be intended to guide development and maintenance of NG9-1-1 relevant GIS data for the duration of the current three-year project and beyond. The Contractor shall begin and complete the assessment and provide the comprehensive report to the GIS Office within a mutually agreeable timeframe. The Contractor shall begin the assessment as soon after contract award as is reasonably possible and shall complete the assessment and report as soon as practicably possible thereafter.
  - a. Recommendations should be clearly defined, specific, and relevant to the objective of the GIS Office.
  - b. It is expected that the GIS Office will use these recommendations to guide the daily activities of staff, as well as guiding ongoing workflows.



- c. Any recommendations should also take into consideration the ongoing work of the 911 Board, specifically regarding the aforementioned consolidation study and a forthcoming RFP for a state ESINet and core NG9-1-1 services.

An optional third component of the work described herein is an implementation plan outlining specific steps necessary for executing and/or achieving the future recommendations. An implementation plan would generally include, but not be limited to, the following:

1. Responsible stakeholders
2. Deliverables
3. Completion schedule

#### AT&T Response:

AT&T has read and understands the following deliverables.

### Deliverables

1. An assessment of the current state of NG9-1-1 applicable datasets for the State of Arkansas. To include but not limited to:
  - a. Streets, Address Points, Fire / Law / EMS Polygons, Provisioning Boundaries, PSAP Boundaries.
  - b. Evaluation of data quality, data completeness and comprehensiveness, data readiness and interoperability, workflows necessary to migrate data to standard compliance, and adherence to NENA NG9-1-1 standards.
  - c. Evaluation of conformity between MSAG data in the state and corresponding records in the existing road centerline and address datasets and vice versa.
2. A report of findings and future recommendations based on the assessment.
  - a. To guide the GIS Office and the 911 Board for the duration of their current three-year project and beyond.
  - b. Assist the GIS Office and Board as they progress towards a state ESINet and NG9-1-1 services.
3. **OPTIONAL** - An implementation plan.
  - a. Outline of specific steps necessary for executing and / or achieving the recommendations.
  - b. To include stakeholders, deliverables, and completion schedule.



**Arkansas GIS Office Solicitation for Competitive Bid**

Task Name	Duration	Start	Finish	2021													
				O	N	D	J	F	M	A	M	J	J	A	S	O	N
1 Project Kickoff + Stakeholder Communication	15 days	Mon. 10/19/2020															
2 Obtain Initial Source Data	95 days	Mon. 08/24/2020															
3 Initial GIS Data Assessment and Review	120 days	Mon. 01/04/2021															
4 Report of Findings and Recommendations Creation	90 days	Mon. 06/21/2021															
5 Implementation Plan Creation (Optional)	30 days	Mon. 10/25/2021															
6 Deliver and Present Documentation Reports	10 days	Mon. 12/06/2021															

## SECTION 3: GENERAL CONTRACTURAL ITEMS

### 1. Payment and Invoice Provisions

- a. Invoices should be sent to the agency contact specified herein.
- b. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- c. Invoices shall not be sent to the agency in advance of 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 should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- f. Other sections of this Bid Solicitation may contain additional Requirements for invoicing.
- g. Selected Contractor must be registered to receive payment and future Bid Solicitation notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

#### AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp., on behalf of itself and its service-providing affiliates, ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the existing Master Agreement (the "Master Agreement") #20151215-0642UA, corresponding Pricing Schedule(s) and any associated transaction-specific documents to be entered into between the State of Arkansas Department of Finance and Administration (the "State" or the "Customer") and AT&T (collectively the "Proposed Contract Documents"), copies of which are attached to this Response.



If awarded the business, AT&T will work with **the State** toward negotiation of additional contract terms the parties deem necessary or desirable so long as such additional terms do not conflict with or modify the terms of the Proposed Contract Documents herein proposed. However, in the event the State prefers to negotiate contract terms that differ from the Proposed Contract Documents, AT&T is willing to negotiate such terms; however, the pricing is subject to change as a result of such customized contract terms.

All terms and conditions relating to invoicing and payment shall be as set forth in the Proposed Contract Documents, in particular Section 4 (*"Pricing and Billing"*) and all subsections thereto of the pre-existing mutually agreed to Master Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

2. The State will not:

- a. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the Contractor/lessor in the event funds are not appropriated.
- b. Contract with another party to indemnify and defend that party for any liability and damages.
- c. Pay damages, legal expenses or other costs and expenses of any other party.
- d. Continue a contract once any equipment has been repossessed.
- e. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- f. Enter a contract which grants to another party any remedies other than the following:
  - i. The right to possession.
  - ii. The right to accrued payments.
  - iii. The right to expenses of de-installation.
  - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

**AT&T Response:**

AT&T has read and understands.

3. A contract is not effective prior to award being made by a State Procurement Official.



**AT&T Response:**

AT&T has read and understands.

4. Any litigation involving the State must take place in Pulaski County, Arkansas.

**AT&T Response:**

All terms and conditions relating to governing law and venue shall be as set forth in the Proposed Contract Documents, in particular Section 10.10 (*"Governing Law"*) of the pre-existing, mutually agreed to Master Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply

5. The laws of the State of Arkansas govern this prospective contract.

**AT&T Response:**

AT&T agrees that the laws of the State of Arkansas may govern the contract.

6. The successful contractor shall:
  - a. 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 affect the completion of the work.
  - b. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

**AT&T Response:**

AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T shall comply with all laws applicable to AT&T. Changes in laws and regulations may require changes in pricing and performance.

All terms and conditions relating to indemnification and holding the Customer harmless as well as limitations of liability shall be as set forth in the Proposed Contract Documents, in particular Section 7 (*"Third Party Claims"*) and Section 6 (*"Limitations of Liability and Disclaimers"*), respectively, of the Unified Agreement and all subsections





thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

#### 7. Statement of Liability

a. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.

b. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$75,000 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.

c. 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.

#### AT&T Response:

AT&T complies.

AT&T's proposal is submitted subject to negotiation of a mutually agreeable limitation of AT&T's liability and insertion of the liability limitations into the final contract documents. AT&T suggests the following wording:

#### LIMITATION OF LIABILITY



- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF ANY CONFIDENTIALITY, PUBLIC OR TRADEMARK OBLIGATIONS, IF ANY, PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER The Agreement;
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN THIS SECTION (a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

**Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR



## UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS

### 8. Records Retention

- a. The successful contractor will 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- b. The successful contractor will 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 five (5) years from expiration date and final payment on the contract or extension thereof.

#### AT&T Response:

AT&T will follow applicable legal requirements and its internal record retention policies with respect to records relating to this project.

Legal and regulatory requirements restrict AT&T from disclosing certain information to third parties. Accordingly, the following approach to audit is proposed:

Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, **the State** ("Customer") may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's confidential information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records.

AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit or billing any underpayment as soon as reasonably practicable under the circumstances.



AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or confidential information of other AT&T customers or other AT&T INFORMATION that is not relevant to the purposes of the review.

#### 9. Confidentiality

- a. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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.

#### AT&T Response:

AT&T will provide the services as outlined in its proposal and resulting contract documents in a manner mutually agreed by the parties.

#### 10. Contract Interpretation

- a. Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State is final and controlling.

#### AT&T Response:

AT&T's Response is submitted under applicable codes, Interpretation laws and regulations current at the time of contract execution. AT&T shall comply with all codes, Interpretation laws and regulations applicable to AT&T. Changes in Interpretation, codes, laws and regulations may require changes in pricing and performance.

#### 11. Cancellation

- a. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to



the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

- b. **For Convenience.** The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- c. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

#### AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular Section 8 ("*Suspension and Termination*") of the pre-existing, mutually agreed to Master Agreement and all subsections thereto. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.

#### 12. Severability

- a. If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### AT&T Response:

All terms and conditions relating to Severability shall be as set forth in the Proposed Contract Documents, in particular Section 10.6 ("*Severability*") of the pre-existing, mutually agreed to Master Agreement. In addition, terms and conditions in the applicable Pricing Schedule(s) may apply.



## SECTION 4: STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer,



brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.

7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.



- 11. TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.





- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 23. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona



fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

- 24. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 25. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

### AT&T Response:

The Terms and Conditions which are contained within this RFP document, do not contain the product- and service-related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document; and AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any AT&T Responses further clarify its position. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this Proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document. The fact that AT&T may not assert the application of the Proposed Contract Documents in response to any individual paragraph in the RFP does not waive its assertion of the use of these documents.

AT&T and **the State** have done business under the Master Agreement over the last few years, to our mutual benefit. If chosen as the provider for this project, AT&T would be glad to work expeditiously with **the State** to negotiate any additional mutually agreeable provisions specific to the requirements of this project. Additionally, leveraging the



existing Master Agreement and any additional contract documentation to support the RFP's technical requirements may significantly shorten **the State's** procurement processes.

Any third-party software used with the Services (as defined in the Proposed Contract Documents) will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. **The State** as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relating to such software.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T work with **the State**, we are confident this will be another successful contracting process, leading to a successful project performance.

**ARRA Disclaimer:** To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and **the State** will need to reach mutual agreement on AT&T's participation

